



## **STANDARD SERVICES CONTRACT**

**THE COUNTY COUNCIL OF DURHAM**

**AND**

**IF U CARE SHARE FOUNDATION**

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**CONTRACT FOR THE**  
**PROVISION OF TARGETED SUICIDE PREVENTION TRAINING**

**Open REFERENCE: OPEN20251130**

**DATE OF AGREEMENT: 19/09/2025**

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Helen Bradley  
Director of Legal and Democratic Services  
Durham County Council  
County Hall  
Durham  
DH1 5UL

## CONTRACT PARTICULARS

<b>Contract Title</b>	Contract for the Provision of Targeted Suicide Prevention Training	
<b>Council</b>	The County Council of Durham	
<b>Provider</b>	If U Care Share Foundation	
<b>Documents included in the Contract</b>	Contract Particulars; Terms and Conditions: Schedules: <div><div>1.</div><div>Clarifications</div></div> <div><div>2.</div><div>Pricing Schedule</div></div> <div><div>3.</div><div>Specification</div></div> <div><div>4.</div><div>Form of Tender</div></div> <div><div>5.</div><div>Tender</div></div> <div><div>6.</div><div>Change Control</div></div> <div><div>7.</div><div>Processing of Personal Data and Data Subjects* Not Used</div></div> <div><div>8.</div><div>TUPE list* not used</div></div> <div><div>9.</div><div>National TOMs Framework* not used</div></div> <div><div>10.</div><div>Exit Management – Not used</div></div>	
<b>Requirement for Enhanced DBS Checks</b>	No	
<b>Requirement for Criminal Records Checks</b>	No	
<b>TUPE applies</b>	No	
<b>Exit Management Plan required</b>	No	
<b>Commencement Date</b>	01/09/2025	
<b>Contract Period (and any option to extend)</b>	36 months (2 x 12 months)	
<b>Summary of Services</b>	see attached specification	
<b>Contract Price</b>	see attached pricing schedule	
<b>Council Authorised Officer(s)</b>		
<b>Name</b>	<b>Position</b>	<b>Contact Details</b>
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Contract Manager	
Name	Contact Details
Sam Hunter	sam@ifucareshare.co.uk

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## PARTIES

- (1) The County Council of Durham of County Hall, Aykley Heads, Durham, DH1 5UZ (**Council**).
- (2) If U Care Share Foundation (Company No. **07505273**) whose registered office is **27 The Close East, Chester Le Street, England, DH2 2EY** (**Provider**).

## BACKGROUND

- A. The Council placed a procurement notice on the Open Portal reference OPEN20251130 and OPEN20251261 on 02/07/2025 seeking bids from Providers for the provision of Targeted Suicide Prevention Training.
- B. The Provider submitted a Tender on 25/07/2025.
- C. On the basis of the Provider's Tender, the Council selected the Provider to provide the Services to the Council in accordance with this Contract.

## TERMS AND CONDITIONS

### PART A - OPERATIVE PROVISIONS

#### AGREED TERMS

##### 1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation in this clause apply in this Contract.

<b>Achieved KPIs</b>	in respect of any Service in any measurement period, the standard of performance actually achieved by the Provider in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 2).
<b>Associated Person</b>	any person the Provider relies or relied upon to satisfy the Conditions of Participation (other than a guarantor).
<b>Authorised Officer</b>	the person duly appointed by the Council in accordance with Clause 19.3 and notified in writing to the Provider to act as the representative of the Council for the purpose of this Contract or as amended from time to time and in default of such notification the Council's Chief Procurement Officer or similar responsible officer.
<b>Best Industry Practice</b>	the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the Contract Period, the pricing structure and any other relevant factors.
<b>Bribery Act</b>	the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
<b>Business Day</b>	any day other than a Saturday or Sunday or a public or bank holiday in England.
<b>Business Continuity Plan</b>	the plan setting out the Provider's proposed methodology to ensure continuance of the Contract in the event of an emergency.

<b>Council's Data</b>	all or any data and information of the Council which is made available by or on behalf of the Council or to the Provider for the purposes of or in connection with the Services, obtained by the Provider during the course of the Services, or generated in the course of providing the Services.
<b>Council's Policies</b>	any policy of the Council, as provided to the Provider on or before the Commencement Date and as subsequently provided to the Provider from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding the relevant policy's subject matter.
<b>Caldicott Guardian</b>	where relevant the senior officer responsible for safeguarding the confidentiality of Service Users' information.
<b>Change</b>	any change to this Contract including to any of the Services.
<b>Change Control Note</b>	the written record of any Change agreed or to be agreed by the parties using the form set out at Schedule 6, pursuant to the procedure set out in Clause 64.
<b>Change in Law</b>	the coming into effect or repeal (without re-enactments or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England in each case after the date of this Contract.
<b>Commencement Date</b>	the commencement date stated in the Contract Particulars.
<b>Commercially Sensitive Information</b>	<p>any Confidential Information comprised of information:</p> <p>(a) which is provided by the Provider and designated as commercially sensitive information by the Council for the period set out in the Contract; and/or</p> <p>(b) that constitutes a trade secret;</p>
<b>Communication</b>	means a complaint, request or other communication (but excluding any Data Subject Request) relating to either party's obligations under any Data Protection Laws in connection with this Contract and/or the processing of any of the Shared Personal Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Data Protection Supervisory Authority relating to the foregoing (and Communicator means the Data Protection Supervisory Authority, Data Subject or other person initiating or conducting a Communication).
<b>Connected Person</b>	has the meaning given in paragraph 45, Part 3, Schedule 6 of Procurement Act 2023.
<b>Confidential Information</b>	<p>all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Contract, including but not limited to:</p> <p>(a) any information that would be regarded as confidential by a reasonable businessperson relating to:</p> <p>(i) the business, affairs, customers, suppliers or plans of the disclosing party; and</p>



- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the parties in the course of carrying out this Contract;
- (c) Personal Data;
- (d) any Commercially Sensitive Information.

It does not include any information:

- (i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 42 (Confidential Information));
- (ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure); or
- (iv) is independently developed without access to the Confidential Information.

<b>Contract Manager</b>	the person duly appointed by the Provider in accordance with Clause 19.1 and notified in writing to the Council to act as the representative of the Provider for the purpose of this Contract.
<b>Contract</b>	the written agreement between the Council and the Provider.
<b>Contracting Authority</b>	any contracting authority as defined in Section 2 of the Procurement Act 2023 <i>other</i> than the Council.
<b>Contract Particulars</b>	the document detailing the specific core terms agreed between the parties with regard to the Services which shall include but not limited to, the Commencement Date, Authorised Officer, Contract Manager, Contract Period and Monitoring Requirements.
<b>Contract Period</b>	the period of the contract as set out in the Contract Particulars.
<b>Contract Price</b>	the price (exclusive of any applicable VAT), payable to the Provider by the Council under the Contract, as set out in the Contract Particulars and/or the Pricing Schedule, for the full and proper performance by the Provider of its obligations under the Contract.
<b>Contract Year</b>	any twelve (12) month period starting on the Commencement Date and on each anniversary of the Commencement Date.
<b>Control</b>	control as defined by the Corporation Tax Act 2010.
<b>Controller</b>	as defined in the Data Protection Legislation.
<b>Conviction</b>	other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of

schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order.

<b>Council</b>	the County Council of Durham of County Hall, Durham, DH1 5UL, and where the context so admits 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).
<b>Data Loss Event</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
<b>Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 ( <b>DPA 2018</b> ) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
<b>Data Subject</b>	as defined in the Data Protection Legislation.
<b>Data Subject Access Request</b>	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.
<b>Data Protection Supervisory Authority</b>	means any regulator, authority or body responsible for administering Data Protection Laws.
<b>Debarment List</b>	the list of suppliers referred to in section 62 of the Procurement Act 2023.
<b>Default</b>	<p>any breach of the obligations of the relevant party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence of statement:</p> <p>(a) in the case of the Council, of its employees, servants, agents;</p> <p>(b) in the case of the Provider, of any Provider Personnel,</p> <p>in connection with or in relation to this Contract and in respect of which such party is liable to the other.</p>
<b>DPA 2018</b>	the Data Protection Act 2018.
<b>Dispute Resolution Procedure</b>	the procedure set out in Clause 60.
<b>Domestic Law</b>	the law of the United Kingdom or a part of the United Kingdom;
<b>Effective Date</b>	the date(s) on which the Services (or any part of the Services), transfer from the Council or any Third-Party Employer to the Provider or Sub-Contractor, and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Provider or Sub-Contractor;

<b>EIRs</b>	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
<b>Employee</b>	any person employed by the Provider to perform the Contract which will also include the Provider's servants, agents, voluntary and unpaid workers and Sub-Contractors and representatives, employed by the Provider in the performance of the Services;
<b>Eligible Employees</b>	Relevant Employees who are the subject of a Relevant Transfer to the Provider pursuant to this Agreement and who are active members of, or eligible to join, the LGPS immediately prior to the Relevant Transfer Date.
<b>Employee Liability Information</b>	the employee liability information to be provided pursuant to regulation 11 of TUPE.
<b>Event</b>	an act, event, omission or circumstance.
<b>Extension Period</b>	shall have the meaning given to it in Clause 11.1.
<b>Fees Regulations</b>	the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004.
<b>FOIA</b>	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
<b>Force Majeure Event</b>	<p>any circumstance not within a party's reasonable control including, without limitation:</p> <ul style="list-style-type: none"> <li>(a) acts of God, flood, drought, earthquake or other natural disaster;</li> <li>(b) epidemic or pandemic;</li> <li>(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;</li> <li>(d) nuclear, chemical or biological contamination or sonic boom;</li> <li>(e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;</li> <li>(f) collapse of buildings, fire, explosion or accident; and</li> <li>(g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Provider's workforce).</li> </ul>
<b>Fraud</b>	any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud a Contracting Authority or the Council;

<b>Future Service Provider</b>	Each and every service provider who shall provide any service equivalent to any of the Services immediately after the expiry or earlier termination of this Contract;
<b>Good Industry Practice</b>	in relation to any undertaking in any circumstances, the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a highly skilled and experienced person in the same or similar circumstances;
<b>Goods</b>	any goods to be supplied as specified in the Contract;
<b>Guidance</b>	any applicable guidance or directions with which the Provider is bound;
<b>Health and Safety Legislation</b>	all relevant laws or regulations in respect of health and safety that will apply to the delivery of the Services and shall include but not be limited to: the Health & Safety at Work etc Act 1974, the Management of Health & Safety Regulations 1999, the Health & Safety (Offences) Act 2009, the Corporate Manslaughter & Corporate Homicide Act 2007, the Provision & Use of Work Equipment Regulations 1998, the Health & Safety (Construction Design & Management) Regulations 2007, the Workplace (Health, Safety & Welfare) Regulations 1996, the Working at Height Regulations 2005, the Control of Asbestos Regulations 2006, the Health & Safety (Consultation with Employees) Regulations 1996, the Health & Safety (Information for Employees) Regulations (as amended) 2009, the Regulatory Reform (Fire Safety) Order 2006, the Hazardous Waste Management Regulations 2009, Control of Substances Hazardous to Health Regulations 2002, Manual Handling Operations Regulations 1992, Workplace Health, Safety and Welfare Regulations 1992, Gas Safety (Installation and Use) Regulations 1998.
<b>Health and Safety Policy</b>	the health and safety policy of the Council, as provided to the Provider on or before the Commencement Date and as subsequently provided to the Provider from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.
<b>Information</b>	has the meaning given under section 84 of FOIA.
<b>Intellectual Property Rights</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>Key Performance Indicators or KPIs</b>	the key performance indicators set out in Schedule 3;
<b>Key Personnel</b>	those persons named in the Contract Particulars as being key personnel in respect of this Contract and any replacement from time to time under Clause 17;
<b>Law</b>	the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Provider is bound to comply.

<b>Liabilities</b>	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;
<b>Losses</b>	means all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses), charges, all claims or proceedings made, brought or threatened against the indemnified party by any person and all losses, liabilities, costs, damages and expenses incurred or suffered as a result of defending or settling any such actual or threatened claim or proceeding and shall include, but not be limited to, those losses set out in Clause 39;
<b>Measures</b>	any of the actions that represent activities that a Provider could complete to support a particular desired outcome and are referenced NT1 – NT38 in the Tender to the National TOMs Framework.
<b>Monitoring Requirements</b>	any requirements of the Council in relation to monitoring ongoing performance and delivery of the Services detailed in the Specification and/or these;
<b>Month</b>	a calendar month;
<b>Necessary Consents</b>	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.
<b>Ordinary Exit</b>	<p>any termination of the whole or part of this Contract which occurs:</p> <p>(a) pursuant to Clauses 29, 30, 31 and 32, where the period of notice given by the party serving notice to terminate pursuant to such clause is greater than or equal to six (6) months; or</p> <p>(b) as a result of the expiry of the Contract.</p>
<b>Payment Terms</b>	the payment terms set out in Clause 31;
<b>Permitted Purpose</b>	means as per detail pertained in Schedule 7
<b>Permitted Recipients</b>	means the Receiving Party's employees and/or contractors who need access to the Shared Personal Data.
<b>Permitted Lawful Basis</b>	means the UK GDPR.
<b>Personal Data</b>	as defined in the Data Protection Legislation.
<b>Personal Data Breach</b>	has the meaning given in the Data Protection Legislation.
<b>Premises</b>	the delivery address where the Services and any Goods are to be supplied;
<b>Processor</b>	as defined in the Data Protection Legislation.
<b>Processing</b>	as defined in the Data Protection Legislation.
<b>Prohibited Act</b>	<p>the following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage as an</p>

inducement or reward for any improper performance of a relevant function of activity;

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

<b>Project Manager</b>	a person who is suitably qualified, adequately trained and capable of providing appropriate management of the delivery of the Services.
<b>Protected Data</b>	Personal Data received from or on behalf of the Council, or otherwise obtained, created, generated or complied in connection with the performance obligations under this Contract.
<b>Provider Personnel</b>	all employees, staff, other workers, agents, sub-contractors and consultants of the Provider who are engaged in the provision of the Services from time to time.
<b>Provider's Tender</b>	the tender submitted as part of the procurement process run by the Council in respect of the contract for the Services, as set out in schedule 5.
<b>[Rebate Collection Period]</b>	annual event during quarter 3 where rebates based on invoices provided during Data Collection and Verification Period of the previous 12 months are paid].
<b>Regulated Activity</b>	in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
<b>Regulated Activity Provider</b>	shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.
<b>Relevant Employees</b>	the employees who are from time to time employed or engaged in relation to the Service or part thereof.
<b>Relevant Requirements</b>	all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
<b>Relevant Transfer</b>	a relevant transfer for the purposes of TUPE.
<b>Relevant Transfer Date</b>	the date on which an Eligible Employee transfers to the Provider and/or a sub-contractor by virtue of a Relevant Transfer.

<b>Replacement Provider</b>	any third-party supplier of Replacement Services appointed by the Council from time to time.
<b>Replacement Services</b>	any services that are identical or substantially similar to any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this Contract, whether those services are provided by the Council internally or by any Replacement Provider.
<b>Request for Information</b>	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.
<b>Required Insurances</b>	has the meaning given in Clause 38.
<b>Representatives</b>	in relation to a party, its employees, officers, contractors, sub-contractors, representatives and advisors.
<b>Service Failure</b>	a shortfall or failure by the Provider to provide the Services in accordance with the Specification.
<b>Services</b>	the services to be delivered by or on behalf of the Provider under this Contract, as described in the Specification.
<b>Service Transfer</b>	any transfer of the Services (or any part of the Services), for whatever reason, from the Provider or any sub-contractor to a Replacement Provider or a Replacement sub-contractor.
<b>Service Transfer Date</b>	<p>(a) the date(s) on which the Services (or any part of the Services), for whatever reason transfer from the Provider to any Replacement Provider or any In-House Provider. It is acknowledged that there may be more than one Service Transfer Date, in which case references to "Service Transfer Date" shall be construed as a reference to the Service Transfer Date relevant to the employee or employees in question; or</p> <p>(b) in circumstances where the Services (or part of the Services) terminate without replacement, the date of such termination.</p>
<b>Shared Personal Data</b>	Means Personal Data received by the Receiving Party from or on behalf of the Disclosing Party, or otherwise made available by the Disclosing Party.
<b>Social Value</b>	the obligation imposed on the Council by the Public Services (Social Value) Act 2012.
<b>Sub-Contract</b>	any contract or agreement (or proposed contract or agreement) between the Provider and a third party pursuant to which the Provider agrees to source the provision of any of the Services from that third party.
<b>Sub-Contractor</b>	a person with whom the Supplier enters into a Sub-Contract.
<b>Target KPI</b>	the minimum level of performance for a KPI which is required by the Council as set out against the relevant KPI in the Specification
<b>Termination Date</b>	the date of expiry or termination of this Contract.
<b>Transfer Date</b>	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires.

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

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

**Working Hours** the period from 9.00am to 5.00pm on any Business Day.

- 1.1 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.2 A reference to **includes** or **including** shall be construed without limitation to the generality of the preceding words;
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The contract particulars and schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the contract particulars and schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended, consolidated, re-enacted and/or replaced and includes any subordinate legislation made under it, in each case from time to time.
- 1.9 Any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 A reference to this Contract or to any other agreement or document is a reference to this Contract or such other agreement or document as varied from time to time.
- 1.11 References to Clauses and Schedules are to the clauses and schedules of this Contract and references to Paragraphs are to paragraphs of the relevant schedule.
- 1.12 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 If there is a conflict between any of the terms of this Contract and any of the terms of the Schedules, the following descending order of priority applies:
  - 1.13.1 the terms of this Contract; and
  - 1.13.2 the terms of the Schedules.

## **2. PROVIDER'S STATUS**

- 2.1 At all times during the Contract the Provider shall be an independent Provider and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in



the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

### **3. COUNCIL'S OBLIGATIONS**

- 3.1 Save as otherwise expressly provided, the obligations of the Council under the Contract are obligations of the Council in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Council to the Provider.

### **4. ENTIRE AGREEMENT**

- 4.1 This Contract and the documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 4.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract. This Clause 4.2 does not affect the liability of either party for fraudulent misrepresentation.

### **5. COUNTERPARTS**

- 5.1 This Contract may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.
- 5.2 Each party may evidence their signature of this contract by transmitting by email a signed signature page of this contract in PDF format together with the final version of this contract in PDF or Word format, which shall constitute an original signed counterpart of this contract.
- 5.3 This Contract shall not be effective until each party has signed one counterpart.

### **6. NOTICES**

- 6.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Contract Manager and shall be:

6.1.1 delivered by hand or by prepaid first-class post or other next Business Day delivery service in accordance with Clause 17; or

6.1.2 sent by email to the relevant party's email address in Clause 6.2.

- 6.2 Notices shall be sent to the address of the relevant party referred to in this Contract or the email address set out below or to another address or email address as may previously have been communicated to the other party in accordance with this Clause 6 (Notices). Each notice shall be marked for the attention of the addressee provided in this Contract and in default of provision as follows:

1. The Provider:

A: 27 The Close East, Chester Le Street, England, DH2 2EY

E: sam@ifucareshare.co.uk

2. The Council:

A: County Hall, Aykley Heads, Durham, DH1 5UZ

E: Michael.lamb@durham.gov.uk

6.3 Any notice shall be deemed to have been received:

6.3.1 if delivered by hand, at the time the notice is left at the proper address;

6.3.2 if sent by prepaid first class post or other next Business Day delivery service, at 5:00pm on the second Business Day after posting; or

6.3.3 if sent by email, four (4) hours of the time the email was sent, or if this time falls outside working hours in the place of receipt, when working hours resume. In this Clause 6, working hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

6.4 A party may notify the other of a change to its name, relevant person, address or email address for the purposes of this Clause 6.4 provided that the notification shall only be effective on:

6.4.1 the date specified in the notification as the date on which the change is to take place; or

6.4.2 if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is deemed to have been served, the date falling five (5) Business Days after notice of the change is deemed to have been given.

6.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**7. MISTAKES IN INFORMATION**

7.1 The Provider shall be responsible for the accuracy of all drawings, documentation and information supplied to the Council by the Provider in connection with the supply of the Services and shall pay the Council any extra costs occasioned by any discrepancies, errors or omissions therein.

**8. CONFLICTS OF INTEREST**

8.1 The Provider shall take appropriate steps to ensure that neither the Provider nor Provider Personnel are placed in a position where (in the reasonable opinion of the Council), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider or Provider Personnel and the duties owed to the Council under the provisions of the Contract.

8.2 The Provider shall promptly notify the Council (and provide full particulars to the Council) if any conflict referred to in Clause 8.1 above arises or is reasonably foreseeable.

8.3 The Council reserves the right to terminate the Contract immediately by giving notice in writing to the Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to the Council under the provisions of the Contract. The actions of the Council pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Council.

## **9. PREVENTION OF FRAUD**

- 9.1 The Provider shall take all reasonable steps to prevent any Fraud by Provider Personnel and the Provider (including its shareholders, members and directors) in connection with the receipt of monies from the Council.
- 9.2 The Provider shall notify the Council immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 9.3 If the Provider or Provider Personnel commits any Fraud in relation to this or any other contract with a Contracting Authority or the Council, the Council may:
- 9.3.1 terminate the Contract with immediate effect by giving the Provider notice in writing and recover from the Provider 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 supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; and/or
  - 9.3.2 recover in full from the Provider any other loss sustained by the Council in consequence of any breach of this Clause 9.
- 9.4 This Clause shall apply for the duration of the Contract and for a period of two (2) years after expiry of the Contract.

## **PART B - PROVISION OF SERVICES**

### **10. CONTRACT PERIOD**

- 10.1 This Contract shall take effect on the Commencement Date and shall continue for the Contract Period.

### **11. EXTENDING THE INITIAL CONTRACT PERIOD**

- 11.1 If the Contract Period includes an option to extend and the Council intends to take up the option, the Provider shall be notified in writing within the period stated in writing prior to the commencement of the extension. The provisions of this Contract shall apply throughout any such extended period. If no such notification is issued this Contract shall automatically expire after the initial Contract Period.

### **12. GOODS**

- 12.1 Where Goods are supplied as part of the carrying out by the Provider of the Services:
- 12.1.1 The Provider shall supply the Goods in accordance with the Council's requirements as set out in the Specification and in accordance with any obligations implied by Section 12 or 14 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
  - 12.1.2 If requested by the Council the Provider shall provide the Council with samples of Goods for evaluation and approval, at the Provider's cost and expense and such requests shall be acted upon immediately.
  - 12.1.3 The Provider shall ensure that the Goods are fully compatible with any of the Council's equipment.
  - 12.1.4 The Provider acknowledges that the Council relies on the skill and judgment of the Provider in the supply of the Goods and the performance of its obligations under the Contract.

- 12.1.5 The Provider shall deliver the Goods at the time(s) and date(s) specified in the delivery instructions and, if applicable, the Specification.
- 12.1.6 Delivery lead times from point of order to receipt of goods should not exceed 4 Business Days.
- 12.1.7 Where the Goods are delivered by the Provider, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises.
- 12.1.8 Except where otherwise provided in the Agreement or where applicable, the delivery instructions, delivery shall include the unloading, stacking or installation of the Goods by the Provider Personnel or the Provider's suppliers or carriers at such place as the Council or duly authorised person shall reasonably direct.
- 12.1.9 The Council shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Council elects not to accept such over-delivered Goods it shall give notice in writing to the Provider to remove them within five (5) Business Days and to refund to the Council any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Council may dispose of such Goods and charge the Provider for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Provider unless they are accepted by the Council. The Council shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery.
- 12.1.10 Unless expressly agreed to the contrary, the Council shall not be obliged to accept delivery by instalments. If, however, the Council does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Council, entitle the Council to terminate the whole of any unfulfilled part of the Contract without further liability to the Council.
- 12.1.11 The Provider shall deliver the Goods in accordance with the requirements of any Supply Chain Agreement relevant to the appropriate delivery point.
- 12.1.12 Title and risk in the Goods shall, without prejudice to any other rights or remedies of the Council, pass to and remain with the Council on the supply, installation or delivery of the Goods whichever is the earliest.
- 12.1.13 Where specified by the Council on dispatch of any consignment of the Goods the Provider shall send the Council an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where the Goods, having been placed in transit, fail to be delivered to the Council on the due date for delivery, the Council shall, (provided that the Council has been advised in writing of the dispatch of the Goods), within ten (10) Business Days of the notified date of delivery, give notice to the Provider that the Goods have not been delivered and may request the Provider free of charge to deliver substitute Goods within the timescales specified by the Council or terminate the Contract.
- 12.1.14 The Council or its authorised representatives may inspect or test the Goods either completed or in the process of manufacture during normal business hours on reasonable notice at the Provider's premises and the Provider shall provide all reasonable assistance in relation to any such inspection or test free of charge. No failure to make complaint at the time of any such inspection or test and no approval given during or after such inspection or test shall constitute a waiver by the Council of any rights or remedies in respect of the Goods and the Council reserves the right to reject the Goods in accordance with Clause 12.1.15.

- 12.1.15 The Council may by written notice to the Provider reject any of the Goods which fail to conform to the approved sample or fail to meet the Contract requirements. Such notice shall be given within a reasonable time after delivery to the Council of such Goods. If the Council rejects any of the Goods pursuant to this Clause, the Council may (without prejudice to other rights and remedies) either:
- i. have such Goods promptly, and in any event within 3 Business Days, either repaired by the Provider or replaced by the Provider with Goods which conform in all respects with the approved sample and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or
  - ii. treat the Contract as discharged by the Provider's breach and obtain a refund from the Provider in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Council in obtaining other goods in replacement provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement goods.
- 12.1.16 The issue by the Council of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods.
- 12.1.17 Any Goods rejected or returned by the Council as described in Clause 12.1.15 shall be returned to the Provider at the Provider's risk and expense.
- 12.1.18 The Goods shall be packed and marked in a proper manner and in accordance with the Council's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the batch number, order number (or other reference number if appropriate) and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 12.1.19 The Provider shall use all reasonable endeavours to reduce the quantity of packaging and use recyclable material where this is possible but does not compromise health and safety.

### **13. THE SERVICES**

- 13.1 The Provider shall supply the Services during the Contract Period in accordance with the Council's requirements set out in this Contract, including the Specification (which forms part of the Contract) and the provisions of the Contract in consideration of the payment of the Contract Price.
- 13.2 The Council may inspect and examine the manner in which the Provider provides the Services on reasonable notice.
- 13.3 The Services shall be supplied by the Provider within the time agreed or on the agreed specified date.
- 13.4 The Services shall be deemed performed on completion of the performance of the Services as specified in the Specification.
- 13.5 The Services shall not be performed in instalments unless otherwise specified in the Specification or agreed in writing with the Council.

### **14. MANNER OF CARRYING OUT THE SERVICES AND GOODS**

- 14.1 The Provider shall at all times comply with Best Industry Practice, and where applicable shall maintain accreditation with the relevant Best Industry Practice authorisation body. To the extent

that the standard of Services has not been specified in this Contract, the Provider shall agree the relevant standard of the Services with the Council prior to the supply of the Services and, in any event, the Provider shall perform its obligations under this Contract in accordance with the Law and Good Industry Practice.

- 14.2 The Provider shall ensure that a sufficient number of Employees are in place to supply the Services and that all Employees supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
- 14.3 The Council shall have the right to require the Provider to attend such ad hoc performance review meetings as the Council (acting reasonably) shall request.
- 14.4 If the Provider at any time becomes aware of any material matter that could affect the performance of the Services in accordance with this Contract, the Provider shall inform the Council immediately.
- 14.5 The Provider shall at all times assist the Council in complying with its Social Value obligations through the provision of the Services under this Contract.
- 14.6 If the Provider fails to deliver the Goods or supply the Services in accordance with the time(s) and date(s) set out in the delivery instructions or (if applicable) the Specification, the Council has the absolute right to, via notice under Clause 6:
  - 14.6.1 in the case of Goods, demand delivery of all or part of the Goods from the Provider by specific time(s) and date(s) decided by the Council. If the relevant Goods are not delivered by the specified time(s) and date(s), this will constitute a Default and a material breach of the Contract.
  - 14.6.2 In the case of Services, demand supply of the Services from the Provider by a specific time(s) and date(s) decided by the Council. If the relevant Services are not supplied by the specified time(s) and date(s), this will constitute a Default and a material breach of the Contract.
- 14.7 If no time(s) or date(s) are set out in the delivery instructions or (if applicable) the Specification and the Provider fails to deliver the Goods or supply the Services within a reasonable amount of time (with 'reasonable time' taking the meanings set out in Section 29(3) of the Sale of Goods Act 1979 for Goods and Section 14 of the Supply of Goods and Services Act 1982 for Services), the Council has the right to apply the procedure detailed in 14.6.1 and 16.6.2.

## **15. KEY PERFORMANCE INDICATORS (KPI'S)**

- 15.1 Where any Services is stated in Schedule 3 to be subject to a specific KPI, the Provider shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI.
- 15.2 If the existing Services are varied or new Services are added, Target KPIs for the same will be determined by the parties and included within Schedule 3.
- 15.3 The Provider shall provide monthly reports summarising the Achieved KPIs as provided for in Clause 70 (Monitoring of Contract Performance).

## **16. CONTRACT PERFORMANCE NOTICE**

- 16.1 Where applicable, the Council shall publish a contract performance notice to:
  - 16.1.1 record the Provider's performance against KPI's where section 52(1) of the Procurement Act 2023 applies; and

- 16.1.2 record information relating to particular breaches of contract or poor performance, except where the breach results in a contract being terminated in full.

## **17. KEY PERSONNEL**

- 17.1 The Provider acknowledges that all Key Personnel whose details are contained in the Contract Particulars are essential to the proper provision of the Services to the Council under this Contract.
- 17.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Council, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- 17.3 Any replacements to the Key Personnel shall be subject to the agreement of the Council. 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 in relation to the Services.
- 17.4 The Council shall not be unreasonably withhold its agreement under clauses 17.2 or 17.3. Such agreement shall be conditional on appropriate arrangements being made by the Provider to minimise any adverse impact on this Contract which could be caused by a change in Key Personnel.

## **18. SERVICE CREDITS**

Not used.

## **19. CONTRACT MANAGER AND AUTHORISED OFFICER**

- 19.1 The Provider shall employ a competent and authorised Contract Manager empowered to act on behalf of the Provider for all purposes connected with this Contract.
- 19.2 If the Contract Manager's details are not specified in the Contract Particulars, the Provider shall within seven (7) days of the date of this Contract give notice in writing to the Council of the identity of the Contract Manager. The Provider shall within seven (7) days give notice in writing to the Council of any change in the identity, postal address, email address and telephone numbers of the person appointed as Contract Manager. The Provider shall give maximum possible notice to the Council before changing its Contract Manager.
- 19.3 The Council shall appoint an Authorised Officer who shall be empowered to act on behalf of the Council for all purposes connected with this Contract.
- 19.4 If the Authorised Officer's details are not specified in the Contract Particulars, the Council shall within seven (7) days of the date of this Contract give notice in writing to the Provider of the identity of the Authorised Officer. The Council shall within seven (7) days give notice in writing to the Provider of any change in the identity, postal address, email address and telephone number of the person appointed Authorised Officer.

## **20. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

- 20.1 Where set out in Contract Particulars, the parties acknowledge that where the Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006 ("the Act") the Provider shall:
- a) Ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service;

- b) Monitor the level and validity of the checks under this Clause 20 for each of the relevant Provider Personnel;
  - c) Not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or may otherwise present a risk to service users, children or vulnerable adults; and
  - d) To the extent permitted by Law, ensure a copy of the results of the above checks are notified to the Council.
- 20.2 For the avoidance of doubt, where in the Council's opinion any individual who is employed or engaged by the Provider may have the opportunity to have regular contact with children and/or vulnerable adults when carrying out the Services in specified places or the Services are carried out frequently by the same individual so as to amount to "Regulated Activity" the Provider shall ensure:
- a) That individual shall be subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service for the purposes of the Act;
  - b) Monitor the level and validity of the checks under this Clause 20.2 for each of the relevant Provider Personnel; and
  - c) Not employ or use the services of any individual who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out the Services or who may otherwise present a risk to the service users, children or vulnerable adults.
- 20.3 The Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 20.4 The Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations under this Clause 20 have been met.
- 20.5 The Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to any service users, children or vulnerable adults.
- 20.6 Where in the Council's opinion any person who is employed or engaged by the Provider may work in specified places where they may have the opportunity to have non-regular contact with children and/or vulnerable adults when carrying out the Services that person shall be subject to a valid standard disclosure check undertaken through the Disclosure and Barring Service and not employ, engage or use for the provision of the Services any person whose previous conduct or records indicate that he or she may in the Council's opinion present a risk to children or vulnerable adults.
- 20.7 The Provider shall have policies and procedures which acknowledge and provide for ongoing monitoring of employees including undertaking further DBS disclosures every three years.
- 20.8 All costs incurred in satisfying this Clause 20 shall be met by the Provider.

## **21. EMPLOYEES**

- 21.1 The Council (acting reasonably) may, where the Council has reasonable grounds for considering that the presence or conduct of an Employee at any location relevant to the performance of the Services is undesirable (including circumstances where the Council reasonably considers that the Employee may not be authorised to work in the UK) require the exclusion of the relevant Employee from the relevant location(s).



21.2 The Provider shall comply with any notice issued by the Council pursuant to Clause 21.1 from time to time requiring the exclusion from any relevant location of any Employee who in the opinion of the Council (which it shall not be required to explain or disclose to the Provider) is not acceptable on the grounds that the presence or conduct of the Employee is undesirable. The Provider shall not employ such persons again in the provision of the Services without the written consent of the Council.

21.3 Where the Council exercise its rights under Clause 20 and it can be shown that:

- a) The Provider has acted in accordance with the relevant provisions of this Clause 20; and
- b) The Council did not act reasonable in instructing the Provider not to employ and/or in requiring any exclusion;

The Council shall indemnify the Provider and keep the Provider indemnified from and against any injury, claims, costs and expenses (including legal expenses) and or damage suffered or incurred by the Provider, provided that the Provider has used its reasonable endeavours to re-deploy that person elsewhere and/or to mitigate the claim.

## **22. MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT**

22.1 The Provider undertakes, warrants and represents that:

22.1.1 neither the Provider nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (a **MSA Offence**); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

22.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;

22.1.3 its responses to the Council's modern slavery and human trafficking due diligence questionnaire are complete and accurate;

22.1.4 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to Council on request at any time throughout the Contract;

22.1.5 it shall notify the Council immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of the Provider's obligations under Clause 22. Such notice to set out in full details the circumstances concerning the breach or potential breach of the Provider's obligations.

22.2 Any breach of Clause 22.1 by the Provider shall be deemed a material breach of the Contract and shall entitle the Council to terminate the Contract pursuant to Clause 29.1 with immediate effect.

## **PART C – PRICE AND PAYMENT**

### **23. CONTRACT PRICE**

- 23.1 In consideration of the provision of the Services by the Provider in accordance with the terms and conditions of this Contract, the Council shall pay the Contract Price to the Provider in accordance with Clause 24.
- 23.2 The Council shall, in addition to the Contract Price and following evidence of a valid VAT invoice (where applicable), pay the Provider a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

### **24. PAYMENT AND VAT**

- 24.1 The Council shall pay all invoices received from the Provider within thirty (30) days from receipt of a valid and undisputed invoice in accordance with the Payment Terms.
- 24.2 The Council shall accept and process for payment any electronic invoice submitted by the Provider provided that it is undisputed and in a form that complies with the standard for electronic invoicing (and used any related syntaxes) approved and issued by the British Standards Institution from time to time.
- 24.3 The Provider shall ensure that each invoice, submitted in monthly arrears, contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Council to substantiate the invoice.
- 24.4 If the Council agrees to delivery by instalments in accordance with Clause 12.1.10 payments may also be made in corresponding instalments at the discretion of the Council.
- 24.5 Where the Provider enters into a sub-contract with a supplier or Provider for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in a sub-contract which:
- 24.5.1 requires payment to be made of all sums due by the Provider to the sub-Provider within a specified period not exceeding thirty (30) days from receipt of a valid invoice; and
  - 24.5.2 requires the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as this clause 24.5.
- 24.6 The Provider shall indemnify the Council against any liability (included any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council at any time in respect of the Provider's failure to account for, or to pay, any VAT relating to payments made to the Provider under this Agreement. Any amounts due under this Clause 24.6 shall be paid by the Provider to the Council not less than five (5) Business Days before the date upon which the tax or other liability is payable by the Council.
- 24.7 The Provider shall not suspend the supply of the Services unless the Provider is entitled to terminate the Contract under Clause 31 (Termination on Default) for failure to pay undisputed sums of money.
- 24.8 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with Clause 60 (Dispute Resolution). Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until thirty (30) days after resolution of the dispute between the parties.
- 24.9 Subject to Clause 24.8, interest shall be payable on the late payment of any undisputed sums properly invoiced under this Contract in accordance with Clause 25.

- 24.10 All payments made to the Provider will be made either via BACS transfer or using a Procurement Card. The Council is under no obligation to make payments to the Provider by any method other than BACS transfer or Procurement Card, unless they have specifically agreed in writing to do so. Where Procurement Cards are to be used the Council may allocate a specific embedded or lodged card to the Provider. Where this option is used, the Provider shall hold the card details securely and shall use the embedded card details to charge against the purchase of goods.

## **EARLY PAYMENT SCHEME**

### **(USE OF THIS CLAUSE MEANS INCLUSION OF PARTICIPATION AGREEMENT)**

- 24.11 The Council has introduced an early payment scheme, which gives the Provider the opportunity to benefit from early payment of its invoices, in return of a discount being offered to the Council.
- 24.12 If the Provider would like to participate in the Council's early payment scheme, it must enter into the supplier participation agreement at Schedule 2.
- 24.13 When used, the supplier participation agreement is supplement to this Contract and, subject to the amendments described in the supplier participation agreement, this Contract shall remain in full force and effect.

## **25. INTEREST**

- 25.1 Each party shall pay interest on any sum due under this Contract, calculated on the basis of a year of three hundred and sixty five (365) days and for the actual number of days elapsed, shall accrue from day-to-day, and shall be compounded quarterly.
- 25.2 The rate will be two per cent (2%) a year above Lloyds Bank PLC's base rate from time to time.
- 25.3 The period will be from when the overdue sum became due, until it is paid.
- 25.4 The provisions of this Clause 25 provide a substantial contractual remedy for late payment of a debt under this Contract, and are fair and reasonable, because:
- 25.4.1 the interest rate is greater than the interest rate available in respect of cash on deposit which is immediately available; and
  - 25.4.2 the other provisions of this Contract reflect, and take in account, the overall relationship between the parties, and so it would be inappropriate for the higher interest rate to apply.
- 25.5 The provisions of this Clause 25 are in lieu of statutory interest, which shall not accrue accordingly.

## **26. INFLATION**

- 26.1 Not used.

## **27. RECOVERY OF SUMS DUE**

- 27.1 Wherever under the Contract any sum of money is recoverable from or payable by the Provider (including any sum which the Provider is liable to pay to the Council in respect of any breach of the Contract), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Provider under the Contract or under any other agreement or contract with the Council.
- 27.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

- 27.3 The Provider shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Provider.
- 27.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

## **28. EUROS**

- 28.1 Any requirement of Law to account for the Services in Euros (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Provider free of charge to the Council.
- 28.2 The Council shall provide all reasonable assistance to facilitate compliance with Clause 28.1 by the Provider.

## **PART D – DEFAULT, DISRUPTION AND TERMINATION**

### **29. TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL**

- 29.1 The Council may terminate the Contract with immediate effect by giving notice in writing where the Provider is a company and in respect of the Provider:
- 29.1.1 a proposal is made for voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
  - 29.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
  - 29.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provision liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
  - 29.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
  - 29.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
  - 29.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
  - 29.1.7 being a "small company" within the meaning of Section 382 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
  - 29.1.8 any event similar to those listed in Clause 29.1.1 – 29.1.7 occurs under the law of any other jurisdiction.
- 29.2 The Council may terminate the Contract with immediate effect by notice in writing where the Provider is an individual and:

- 29.2.1 an application for an interim order is made pursuant to Section 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Provider's creditors; or
  - 29.2.2 a petition is presented and not dismissed within 14 days or order made for the Provider's bankruptcy; or
  - 29.2.3 a receiver, or similar officer is appointed over the whole or any part of the Provider's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
  - 29.2.4 the Provider is unable to pay his debts or has no reasonable prospects of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or
  - 29.2.5 a creditor or encumbrancer attached or takes possession of, or a distress, execution, sequestration or other such process if levied or enforced on or sued against, the whole or any part of the Provider's assets and such attachment or process is not discharged within 14 days; or
  - 29.2.6 being an individual dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
  - 29.2.7 the Provider suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
  - 29.2.8 The Provider fails to notify or provides incomplete, inaccurate or misleading information to the Council in respect of a change to Connected Persons in accordance with clause 39.3.8 and 39.3.9.
- 29.3 The Provider shall notify the Council immediately if the Provider undergoes a change of control as defined by section 450, 451, 707 and 1124 of the Corporation Tax Act 2010 ("**Change of Control**"). The Council may terminate the Contract in writing with immediate effect within six months of:
- 29.3.1 being notified that a Change of Control has occurred; or
  - 29.3.2 where no notification has been made, the date that the Council becomes aware of the Change of Control
- but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

### **30. TERMINATION DUE TO DEATH OR REMOVAL OF SERVICE USER**

Not used.

### **31. TERMINATION ON DEFAULT**

- 31.1 The Council may terminate the Contract by giving written notice to the Provider with immediate effect if the Provider commits a Default and if:
- a) The Provider has not remedied the Default to the satisfaction of the Council within three (3) Business Days, or such other period as may be specified by the Council, after issue of a written notice specifying the Default and requesting it to be remedied; or
  - b) The Default is not, in the opinion of the Council, capable of remedy; or
  - c) The Default is a material breach of the Contract.

31.2 The following shall always be considered to be material breaches which are not capable of remedy:

- a) The Council having issued five (5) notices and/or requested for meetings under Clause 32.1 (b) below in a twelve (12) month period, regardless of whether the issues identified have subsequently been remedied;
- b) There is evidence of deliberate misuse of drugs and/or medicines by the Provider when delivering services to the Service Users under this Contract; or
- c) There is evidence of deliberate abuse and/or mistreatment of Service Users by the Provider];or
- d) a breach of any of the obligations set out in clause 23.3 ;

## **32. DEALING WITH NON-MATERIAL BREACHES**

32.1 If from time to time, the Provider is in breach of its obligations under this Contract which is not material, the Council may (without limiting its rights and remedies) do either of the following at its discretion and at any time for as long whilst the relevant breach has not been remedied to the reasonable satisfaction of the Council may:

- a) issue the Provider a notice identifying with sufficient clarity and detail the relevant breach, remedial action required (to be carried out at no further charge to the Council) and the deadline by which the relevant action must be completed to the reasonable satisfaction of the Council. That deadline shall not be less than 28 days from the date of the notice, except that a shorter deadline may be required where (on a reasonable view) the relevant breach causes (or creased an unreasonable risk of causing) death or personal injury or property loss or damage to any Service User or other person or any breach of relevant Law by the Council or by the Provider; or
- b) require a meeting between relevant personnel of the Council and the Provider. The Provider shall properly prepare for and attend such meeting promptly if requested by the Council (and in any case, if requested by the Council, within ten (10) Business Day for the date requested with a view to discussing the relevant breach, the actions required of the Provider to remedy it, and deadlines in doing so, and other matters which the Council reasonably considers relevant. That relevant deadline shall not be less than 28 days from the date of the notice, except that a shorter deadline may be required where (on a reasonable view) the relevant breach causes (or creates an unreasonable risk of causing) death or personal injury or property loss or damage to any Service User or any person or any breach of relevant Law by the Council or by the Provider.

32.2 If the Council fails to pay the Provider undisputed sums of money when due, the Provider shall notify the Council in writing of such failure to pay. If the Council fails to pay such undisputed sums within ninety (90) Business Day of the date of such written notice, the Provider may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Council exercising its rights under Clause 37 (Recovery upon Termination).

## **33. THE PROCUREMENT ACT 2023**

33.1 The Council reserves the right to terminate the Contract where it reasonably believes that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice to terminate under this clause must:

- 33.1.1 Set out which termination ground the Council considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Council's reason for deciding to terminate on this basis;
- 33.1.2 Invite the Provider to make representations to the Council about the existence of the termination ground and the Council's decision to terminate;

- 33.1.3 Specify the means by which, and the time by which, such representations must be made; and
- 33.1.4 Insofar as it states the Council's intention to terminate by reference to the status of a Sub-Contractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Provider may terminate the Sub-Contract and, if necessary, appoint an alternative Sub-Contractor.
- 33.2 On expiry of the time for the Provider to make representations under clause 32.1.3, if, after considering any representations, the Council is satisfied that the termination ground applies, it may terminate the Contract with immediate effect by giving final written notice to the Provider.
- 34. BREAK**
- 34.1 The Council shall have the right to terminate the Contract at any time by giving thirty (30) days written notice to the Provider.
- 34.2 The Provider shall have the right to terminate the Contract at any time by giving ninety (90) days written notice to the Council.
- 35. CONSEQUENCES OF EXPIRY OR TERMINATION**
- 35.1 On the expiry of the Term or if this Contract is terminated in whole or in part for any reason, the provisions of the Exit Management Plan (where applicable) shall come into effect.
- 35.2 Where the Council terminates the Contract under Clause 31 (Termination on Default) and then makes other arrangements for the supply of Services, the Council may recover from the Provider the cost reasonable incurred of making those other arrangements and any additional expenditure incurred by the Council throughout the remainder of the Contract Period. The Council shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Clause 31 (Termination on Default), no further payments shall be payable by the Council to the Provider until the Council has estimated the final cost of making those other arrangements.
- 35.3 Subject to Clause 39 (Liabilities) where the Council terminated the Contract under Clauses 33 Procurement Act 2023 or 34 (Break), the Council shall indemnify the Provider against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Provider by reason of the termination of the Contract, provided that the Provider takes all reasonable steps to mitigate such loss. Where the Provider holds insurance, the Provider shall reduce its unavoidable costs by any insurance sums available. The Provider shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Provider as a result of termination under Clause 34 (Break).
- 35.4 The Council shall not be liable under Clause 35.3 to pay any sum which:
- a) Was claimable under insurance held by the Provider, and the Provider has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
  - b) When added to any sums paid or due to the Provider under the Contract, exceeds the total sum that would have been payable to the Provider if the Contract had not been terminated prior to the expiry of the Contract Period.
- 35.5 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the Termination Date.
- 35.6 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including Clauses 24 (Payment and VAT), 35

(Consequences of Termination), 37 (Recovery upon Termination), 39 (Liability, Indemnity and Insurance), 42 (Confidential Information), 44 (Data Protection), 45 (Freedom of Information), 48 (Records and Audit Access), 69 (Cumulative Remedies), 74 (Prevention of Bribery), 79 (Governing Law) and 80 (Jurisdiction) shall remain in full force and effect.

### **36. DISRUPTION**

- 36.1 The Provider shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Council, its employees or any other Provider employed by the Council.
- 36.2 The Provider shall immediately inform the Council of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 36.3 In the event of industrial action by the Provider Personnel, the Provider shall seek the Council's Approval of its proposals for the continuance of the supply of Services in accordance with its obligations under the Contract.
- 36.4 If the Provider's proposals referred to in Clause 36.3 are considered insufficient or unacceptable by the Council acting reasonably then the Contract may be terminated with immediate effect by the Council by notice in writing.
- 36.5 If the Provider is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Council, an appropriate allowance by way of extension of time will be approved by the Council. In addition, the Council will reimburse any additional expense reasonably incurred by the Provider as a direct result of such disruption.

### **37. RECOVERY UPON TERMINATION**

- 37.1 On the termination of the Contract for any reason, the Provider shall:
- a) immediately return to the Council all Confidential Information and any IPRs belonging to the Council, in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
  - b) immediately deliver to the Council all property (including materials, documents, information and access keys) that may have been provided to the Provider by the Council. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
  - c) assist and co-operate with the Council to ensure an orderly transition of the provision of the Services to the Replacement Provider and/or the completion of any work in progress.
  - d) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Council for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Council or the Replacement Provider to conduct due diligence.
- 37.2 If the Provider fails to comply with Clause 37.1 (a) and (b), the Council may recover possession thereof and the Provider grants a licence to the Council or its appointed agents to enter (for the purposes of such recovery) any premises of the Provider or its permitted suppliers or Sub-Contractors where any such items may be held.
- 37.3 Where the end of the Contract Period arises due to the Provider's Default, the Provider shall provide all assistance under Clause 37.1 (c) and (d) free of charge. Otherwise, the Council shall pay the Provider's reasonable costs of providing the assistance and the Provider shall take all reasonable steps to mitigate such costs.



## **PART E – INSURANCE AND LIABILITIES**

### **38. LIABILITY, INDEMNITY AND INSURANCE**

- 38.1 Nothing in this Contract shall be construed to limit or exclude either Party's liability for:
- 38.1.1 fraud or fraudulent misrepresentation;
  - 38.1.2 death or personal injury caused by its negligence (or the negligence of its personnel, agents or sub-contractors);
  - 38.1.3 breach of any obligation as to title implied by statute; or
  - 38.1.4 any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 38.2 The Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:
- 38.2.1 any claim brought against the Council for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services (excluding the Council Materials); and
  - 38.2.2 any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services.
- 38.3 Subject to Clause 38.1, each party's total liability shall not exceed the sum of £5 million.
- 38.4 Subject to Clause 38.1, neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- 38.4.1 any indirect or consequential loss; or
  - 38.4.2 loss of profits, loss of business, loss of anticipated savings, loss of revenue, loss of savings (whether anticipated or otherwise) and loss or damage to goodwill arising under or in connection with this Contract (whether direct, indirect or consequential in each case).
- 38.5 the Council may, amongst other things, recover as a direct loss:
- 38.5.1 sums paid by the Council to the Provider pursuant to this Contract, in respect of any services not provided in accordance with the Contract;
  - 38.5.2 all losses (including management time, the time of other staff or additional operational or administrative costs and expenses) reasonably incurred or sustained which are attributable to the investigation and rectification of any Default;
  - 38.5.3 wasted expenditure;
  - 38.5.4 additional costs of procuring Replacement Services following termination of the Contract as a result of a Default by the Provider;
  - 38.5.5 losses incurred by the Council arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceedings by any third party

(including any Provider Personnel, regulator or customer of the Council) against the Council caused by the act or omission of the Provider

38.6 Nothing in this Contract shall impose any liability on the Council in respect of any liability incurred by the Provider to any other person, but this shall not be taken to exclude or limit any liability of the Council to the Provider that may arise by virtue of either a breach of the Contract or by negligence on the part of the Council, or the Council's employees servants or agents.

38.7 The Provider shall, for the duration of this Contract and for twelve (12) months afterwards, at its own cost, effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

38.7.1 public liability insurance with a limit of indemnity of not less than £5 million in relation to any one claim or series of claims;

38.7.2 employer's liability insurance with a limit of indemnity of not less than £5 million **OR** in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;

38.7.3 professional liability insurance with a limit of indemnity of not less than £1 million in relation to any one claim or series of claims;

**(Required Insurances).** The cover shall be in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of the agreement, including death or personal injury, loss of or damage to property arising from any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider.

38.8 The Provider shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

38.9 If, for whatever reason, the Provider fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may cover the costs of such arrangements from the Provider.

38.10 The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities under the contract.

38.11 Subject to any minimum amounts set out in Clause 38.7, it shall be the responsibility of the Provider to determine the amount of insurance cover that will be adequate to enable the Provider to satisfy any liability or indemnity referred to in clauses 38.2.

### **39. DUE DILIGENCE, WARRANTIES AND REPRESENTATIONS**

39.1 The Provider represents, warrants and undertakes that:

39.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;

39.1.2 the Contract is executed by a duly authorised representative of the Provider;

39.1.3 in entering the Contract, it has not committed any Fraud;

39.1.4 no claim is being asserted and no litigation, arbitration or administrative proceedings is presently in progress or, to the best of its knowledge and belief,

pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;

39.1.5 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;

39.1.6 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

39.1.7 the obligations undertaken by the Provider shall be discharged and carried out by appropriately qualified and trained Provider Personnel with all due skill, care and diligence;

39.1.8 in the three (3) years prior to the date of the Contract:

- i. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and
- ii. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it was established; and
- iii. it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

39.2 The Provider acknowledges and confirms that the Council has delivered or made available to the Provider all of the information and documents that the Provider considers necessary or relevant for the performance of its obligations under this Contract.

39.3 The Provider warrants and represents to the Council that:

39.3.1 all information and statements made by the Provider as part of the procurement process, including without limitation in the Provider's Tender or response to any request to participate (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract; and

39.3.2 it shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs; and

39.3.3 it has disclosed to the Council all information which might have a bearing or influence on the decision of the Council to enter into this Contract and there are no facts or circumstances known to the Provider which have not been disclosed to the Council which, if disclosed, might reasonably be expected to influence that decision; and

39.3.4 it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council before the Commencement Date; and

39.3.5 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Council before the Commencement Date) of all relevant details relating to the performance of its obligations under this Contract;

39.3.6 it has entered into this Contract in reliance on its own due diligence alone; and

- 39.3.7 as at the Commencement Date all statements and representations in the Provider's Invitation to Bid are to the best of its knowledge, information and belief, true and accurate and that it will advise the Council of any fact, matter and circumstance of which it may become aware which would render any such statement or representation to be false or misleading; and
- 39.3.8 it shall promptly notify the Council in writing if, during the Contract Period:
- (i) the Provider, the Provider's Connected Persons (including an Associated Person) or any Sub-Contractor is placed on the Debarment List;
  - (ii) a mandatory exclusion ground or discretionary exclusion ground applies to the Provider, the Provider's Connected Persons (including an Associated Person) or any Sub-Contractor; and
- 39.3.9 it shall promptly notify the Council in writing within [NUMBER] days of any changes to the Provider's Connected Persons (including an Associated Person) together with information regarding the identity of the new Connected Persons.
- 39.4 Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 39.5 The Provider shall not be entitled to recover any additional costs from the Council which arise from, or to be relieved from any of its obligations as a result if, any matters or inaccuracies notified to the Council by the Provider in accordance with Clause 39.3.2, save where such additional costs or adverse effect on performance have been caused by the Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Provider could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applied, the Provider shall be entitled to recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.

## **PART F – PROTECTION OF INFORMATION**

### **40. INTELLECTUAL PROPERTY**

- 40.1 In the absence of written confirmation in the contract particulars, all Intellectual Property Rights created by the Provider or the Provider's Personnel
- 40.1.1 in the course of performing the Services; or
  - 40.1.2 exclusively for the purpose of performing the Services,
- shall belong to the Council on creation subject to any exceptions set out in the Contract Particulars.
- 40.2 The Provider shall obtain any necessary approval before using any material, in relation to the performance of this Contract which is or may be subject to any third party Intellectual Property Rights. The Provider shall procure that the owner of the Intellectual Property Rights grants to the Council a non-exclusive licence, or if the Provider is itself a licensee of those rights, the Provider 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 Provider or to any other third party providing services to the Council, and shall be granted at no cost to the Council.

40.3 It is a condition of this Contract that the Services will not infringe any Intellectual Property Rights of any third party and the Provider 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.

40.4 At the termination of this Contract the Provider 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.

#### **41. CONFIDENTIAL INFORMATION**

41.1 Subject to Clause 41.2, each party shall keep the other party's Confidential Information confidential and shall not:

41.1.1 use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Contract; or

41.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 41.

41.2 Clause 39.1 does not apply to the extent that:

41.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 44 (Freedom of Information);

41.2.2 such information was in the possession of the Party making the disclosure without obligation or confidentiality prior to its disclosure by the information owner;

41.2.3 such information was obtained from a third party without obligation of confidentiality;

41.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

41.2.5 it is independently developed without access to the other party's Confidential Information.

41.3 The Provider may only disclose the Council's Confidential Information to Provider Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Provider Personnel are aware of and shall comply with these obligations as to confidentiality.

41.4 The Provider shall not, and shall procure that Provider Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.

41.5 At the written request of the Council, the Provider shall procure that those Provider Personnel identified in the Council's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

41.6 Nothing in this Contract shall prevent the Council from disclosing the Provider's Confidential Information:

41.6.1 for the purpose of the examination and certification of the Council's accounts;

- 41.6.2 for the 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;
  - 41.6.3 complying with a proper request from either party's insurance adviser, or insurer on placing or renewing any insurance policies;
  - 41.6.4 where such information is in the Tender information/documentation (submitted to the Council during the Tender process) to other Contracting Authorities for the purpose of ensuring effective public sector procurement processes, including the benchmarking of costs against other organisations to ensure value for money is being obtained.
- 41.7 The Council shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee or third party or Sub-Provider to whom the Provider's Confidential Information is disclosed pursuant to Clause 41.6 is made aware of the Council's obligations of confidentiality.
- 41.8 Nothing in this Clause 41 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

## **42. COUNCIL'S DATA**

- 42.1 The Provider:
  - 42.1.1 acknowledges that it has no rights of ownership in the Council's Data;
  - 42.1.2 shall not use the Council's Data, except as may be required to provide the Services or as instructed by the Council;
  - 42.1.3 shall not disclose the Council's Data to any third party except with the prior written consent of the Council or as required by this Contract;
  - 42.1.4 shall undertake its obligations hereunder in such a manner as to preserve the integrity and prevent any corruption, loss, disclosure, theft, manipulation or interception of the Council's Data;
  - 42.1.5 shall ensure that any system of the Provider's which holds any Council's Data, is a secure system which complies with the Data Protection Legislation and the Council's Policies.
- 42.2 In the event that the Council's Data is corrupted or lost as a result of the Provider's failure to fulfil its obligations under Clause 42.1:
  - 42.2.1 the Provider shall, at its own expense and as soon as practicable, restore (or procure the restoration of) the Council's Data;
  - 42.2.2 where the Provider fails (or is unable to restore the Council's Data the Council may itself restore (or procure the restoration of) the Council's Data in any manner reasonably available to it (at the expense of the Provider).
- 42.3 The Provider shall be liable to the Council for loss or corruption of any Council's Data if and to the extent that such loss or corruption results from any Default of the Provider.

### **43. DATA PROTECTION**

43.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 43 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

43.2 The Provider must:

43.2.1 nominate an Information Governance Lead, to be responsible for information governance;

43.2.2 where relevant, nominate a Caldicott Guardian; and

43.2.3 ensure that the Council is kept informed at all times of the identifies of the Information Governance Lead and, where relevant, the Caldicott Guardian.

43.3 The Parties acknowledge that:

43.3.1 in relation to Personal Data collected and processed by the Provider for the purpose of delivering the Services, the Provider will be the sole Controller;

43.3.2 in relation to Personal Data provided by the Council to the Provider for the purpose of delivering the Services, the Council will be the sole Controller and the Provider will be the Processor; and

43.3.3 where Personal Data required by the Council for the purposes of quality assurance, performance management and contract management, the Council and the Provider will be joint Controllers.

#### **CLAUSES 43.4 – 43.6.4 APPLY WHERE THE PROVIDER IS THE CONTROLLER – The Provider is the Data Controller**

43.4 The Provider must ensure that all Personal Data processed by the Provider in the course of delivering the Services is processed in accordance with the relevant Parties' joint obligations under the DPA 2018.

43.5 The Provider's obligations in relation to Personal Data processed by the Provider in the course of delivering the Services include:

43.5.1 maintaining and operating policies relating to confidentiality, data protection and information disclosures that comply with Data Protection Legislation and where relevant the Caldicott Principles;

43.5.2 maintaining and operating policies that describe the personal responsibilities of Provider Personnel for handling Personal Data and applying those policies conscientiously;

43.5.3 maintaining and operating agreed protocols to govern the disclosure of Personal Data.

43.6 The Provider must have in place a communications strategy and implementation plan to ensure that Service Users are provided with, or have made readily available to them, the following information:

43.6.1 the identity of the Controller,

43.6.2 if it has nominated a representative for the purposes of the Data Protection Legislation, the identity of that representative,

- 43.6.3 the purpose or purposes for which the Personal Data are intended to be processed, and
- 43.6.4 any further information which is necessary, having regard to the specific circumstances in which the Personal Data are or are to be processed, to enable processing in respect of the Service User to be fair.

**CLAUSES 43.7 – 43.19 APPLY WHERE THE COUNCIL IS THE CONTROLLER AND THE PROVIDER IS THE PROCESSOR – The Provider is the Data Controller**

**Compliance with Data Protection Laws**

- 43.7 The parties agree that the Council is a Controller and that the Provider is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Provider shall, and shall ensure that its Sub-Processors and each of the Provider's Personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause the Council to be in breach of any of the Data Protection Laws. Nothing in the Contract relieves the Provider of any responsibilities or liabilities under Data Protection Laws.
- 43.8 The Provider shall indemnify and keep indemnified the Council against:
  - 43.8.1 all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects, demands and legal and other professional costs arising out of or in connection with any breach by the Provider of its obligations under this clause 38; and
  - 43.8.2 all amounts paid or payable by the Council to a third party which would not have been paid or payable if the Provider's breach of this clause 38 had not occurred.

**Instructions**

- 43.9 The Provider shall only process (and shall ensure Provider Personnel only process) the Protected Data in accordance with Clause 43, the Contract and the Council's written instructions from time to time (including when making any transfer to which Clause 43.14 related) except where otherwise required by applicable law (and in such a case shall inform the Council of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). The Provider shall immediately inform the Council if any instruction relating to the Protected Data infringes or may infringe any Data Protection Laws. The Provider shall retain records of all instructions relating to the Protected Data received from the Council.

**Security**

- 43.10 The Provider shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall reflect the nature of the Protected Data.

**Sub-processing and personnel**

- 43.11 The Provider shall:
  - 43.11.1 not permit any processing of Protected Data by any agent, subcontractor, Sub-Processor or other third party (except its own employees that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that third party by the Council and only then subject to such conditions as the Council may require;



- 43.11.2 ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services;
- 43.11.3 prior to any Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract containing the same obligations under this Clause 43 in respect of Protected Data and that (without prejudice to, or limitation of, the foregoing):
- (a) includes providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing of Protected Data will meet the requirements of all Data Protection Laws and comply with the Provider's obligations under this Contract; and
  - (b) is enforceable by the Provider,
- and ensure each Sub-Processor is at all times subject to a binding written contract which complies with such terms and complies with all obligations in the relevant contract.
- 43.11.4 remain fully liable to the Council under the Contract for all the acts and omissions of each Sub-Processor and each of the Provider Personnel as if they were its own; and
- 43.11.5 ensure that all persons authorised by the Provider or any Sub-Processor to process Protected Data are reliable and:
- (a) adequately training on compliance with this Clause 43 as applicable to the processing;
  - (b) informed of the confidential nature of the Protected Data and that they must not disclose Protected Data; and
  - (c) subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and
  - (d) promptly provide all relevant details concerning, and a copy of, each agreement with a Sub-Processor to the Council on request.

## **Assistance**

43.12 The Provider shall (at its own cost and expense) promptly:

- 43.12.1 provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Council may require in relation to the fulfilment of the Council's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR (and any similar obligations under applicable Data Protection Laws); and
- 43.12.2 provide such information, co-operation and other assistance to the Council as the Council reasonably requires (taking into account the nature of processing and the information available to the Provider) to ensure compliance with the Council's obligations under Data Protection Laws, including with respect to:
- (a) security of processing (including with any review of security measures);
  - (b) data protection impact assessments (as such term is defined in Data Protection Laws);

- (c) prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and
- (d) any remedial action and/or notifications in response to any Personal Data Breach and/or complaint or request relating to either party's obligations under Data Protection Laws relevant to this Contract, including (subject in each case to the Council's prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any effected Data Subjects.

43.13 the Provider shall (at no cost to the Council):

43.13.1 promptly record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to the Council which relate (or which may relate) to any Protected Data (and in any event within [2 Business Days]; and

43.13.2 not respond to any such requests or communications without the Council's express written approval and strictly in accordance with the Council's written instructions unless and to the extent required by applicable law.

#### **International Transfers**

43.14 The Provider shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Council (which may be refused or granted subject to such conditions as the Council seems necessary).

#### **Records and audit**

43.15 The Provider shall (and shall ensure all Sub-Processors shall) promptly make available to the Council (as the Provider's cost and expense) such information as is reasonably required to demonstrate the Provider's and the Council's compliance with their respective obligations under this Clause 43 and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by the Council (or another auditor mandated by the Council) for this purpose at the Council's request from time to time. The Provider shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than [5] Business Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

#### **Breach**

43.16 The Provider shall promptly (and in any event within [insert amount of hours/days]:

43.16.1 notify the Council if it (or any of the Sub-Processors or the Provider Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data; and

43.16.2 provide all information as the Council requires to report the circumstances referred to in clause 43.16.1 to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

#### **Deletion/return**

43.17 Subject to clause 43.18, the Provider shall (and shall ensure that each of the Sub-Processors and Provider Personnel shall) within not less than [insert number] Business Days and not more than [insert days] Business Days of the relevant Processing End Date securely delete the Protected Data (and all copies) except to the extent that storage of any such data is required by

applicable law (and, if so, the Provider shall inform the Council of any such requirement and shall securely delete such data as soon as it is permitted to do so under applicable law).

- 43.18 The Provider shall (and shall ensure that each of the Sub-Processors and Provider Personnel shall) promptly comply with any requests from the Council for the secure return and/or disclosure to the Council of any Protected Data provided such request is received within [insert number] Business Days of the relevant Processing End Date.
- 43.19 Within two business days of the date for performance of any obligation under Clause 43.17 the provider shall notify the council in writing:
- 43.19.1 with confirmation over the extent to which it has complied with all obligations under clause 43.17 to delete Protected Data;
  - 43.19.2 if applicable, offer the full details of any failure to comply with any obligation under clause 43.17 (in which case the provider shall notify the council immediately once this has been corrected); and
  - 43.19.3 if applicable, of the full details of any protected data that continues to be stored as required by applicable law (together with confirmation of the relevant law(s)).

**43.20 CLAUSES 43.20 – 43.43 APPLY WHERE THE COUNCIL AND THE PROVIDER ARE JOINT CONTROLLERS – The Provider is the Data Controller**

- 43.21 Each party shall be a Controller of the Shared Personal Data. If the parties share the Shared Personal Data, it shall be shared and managed in accordance with the terms of Clauses 43.20 – 43.43.
- 43.22 The parties agree to enter into a Data Sharing Agreement.

**Compliance with Data Protection Laws**

- 43.23 The Receiving Party shall at all times comply with all Data Protection Laws in connection with the exercise and performance of its receiving rights and obligations under this Contract and the processing of the Shared Personal Data. This clause allocates certain rights and responsibilities among the parties as enforceable contractual obligations between themselves, however, nothing in this clause is intended to limit or exclude either party's responsibilities or liabilities under any Data Protection Laws.

**Obligations of the Disclosing Party**

- 43.24 The Disclosing Party shall ensure prior to sharing the Shared Personal Data with the Receiving Party that privacy notices have been made available to each Data Subject. During the term of this Contract, the Disclosing Party shall promptly notify the Receiving Party if it becomes aware that a relevant Data Subject has requested that their Shared Personal Data is no longer processed by either party.

**Obligations of the Receiving Party**

- 43.25 The Receiving Party shall ensure that at all times:
- 43.25.1 undertake all processing of the Shared Personal Data only for the Permitted Purpose in accordance with this Contract and in all respects in accordance with all Data Protection Laws;

- 43.25.2 undertake processing of the Shared Personal Data only to the extent consistent with the Permitted Lawful Basis;
- 43.25.3 not by an act or omission cause the Disclosing Party (or any other person) to be in breach of any Data Protection Laws; and
- 43.25.4 promptly (and in any event within [10] Business Days) on request provide the Disclosing Party with copies of all records referred to in Clause 43.38.

#### **Technical and organisational measures**

43.26 The Receiving Party shall at all times:

- 43.26.1 put in place and maintain appropriate technical and organisational measures so as to ensure the protection of the rights of Data Subjects under all Data Protection Laws and as otherwise required to meet the requirements of both parties under all Data Protection Laws; and
- 43.26.2 implement and maintain appropriate technical and organisational measures to protect the Shared Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

43.27 The Receiving Party shall at all times ensure the processing of the Shared Personal Data shall be limited to the authorised personnel of the Receiving Party or of a Permitted Receipt that:

- 43.27.1 need to process it for the Permitted Purpose in accordance with the Contract;
- 43.27.2 are reliable and adequately trained on compliance with all Data Protection Laws; and
- 43.27.3 are subject to (and comply with) a binding written contractual obligation to keep the Shared Personal Data confidential.

#### **Disclosures to Permitted Recipients**

43.28 The Receiving Party shall be liable to the Disclosing Party for all acts and omissions of each of the Permitted Recipients as if they were the acts and omissions of the Receiving Party. Each obligation in this Schedule on the Receiving Party to do, or refrain from doing, any thing shall include an obligation on the Receiving Party to ensure all Permitted Recipients do, or refrain from doing, such thing.

43.29 The Receiving Party shall not engage or permit any staff or third parties other than the Permitted Recipients to carry out any processing of any Shared Personal Data. The Receiving Party shall ensure at all times:

- 43.29.1 that all processing by Permitted Recipients is conducted in a manner consistent with the Permitted Lawful Basis, the Permitted Purpose, the Receiving Party's obligations under this Contract and the restrictions on processing imposed on the Receiving Party under this Contract; and
- 43.29.2 without prejudice to the above, that each of the Permitted Recipients (other than the employees of a Permitted Recipient or the Receiving Party) carrying out any processing of the Shared Personal Data is subject to a binding written agreement regulating its processing of the Shared Personal Data which complies in all respects with the requirements of all Data Protection Laws.

#### **International transfers**

- 43.30 Except as required by applicable law of the United Kingdom (or any part of the United Kingdom), the Receiving Party shall not transfer the Shared Personal Data to any country or territory outside the United Kingdom or to any international organisation without the Disclosing Party's written consent.

#### **Data Subject Requests, Personal Data Breaches and Communications**

- 43.31 The Receiving Party shall promptly notify (and in any event within [24 hours]) the Disclosing Party if the Receiving Party suspects or becomes aware of any actual or threatened occurrence of any Personal Data Breach in respect of any Shared Personal Data. The Receiving Party shall promptly (and in any event within [24 hours]) provide all such assistance and information as the Disclosing Party requires to report any actual or suspected Personal Data Breach to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.
- 43.32 The Receiving Party shall promptly (and, in any event, within [2] Business Days of receipt) inform the Disclosing Party if it receives any Communication or Data Subject Request. When receiving and responding to a Data Subject Request or a Communication the Receiving Party shall consult in advance with the Disclosing Party and promptly comply with the Disclosing Party's instructions (if any).
- 43.33 Subject to the remainder of this Clause, as between the parties, responsibility for compliance with and responding to:
- 43.33.1 any Data Subject Request falls on the party which first received such Data Subject Request;
  - 43.33.2 any Communication falls on the party which receives the Communication from a Communicator;
  - 43.33.3 each party's respective obligations in respect of any Personal Data Breach (including notification of a Data Protection Supervisory Authority and/or Data Subject(s)) impacting or relating to any Shared Personal Data in the possession or control of the Receiving Party (or any third party with whom it has shared such data) *falls on the Receiving Party*; and
- 43.34 The Receiving Party shall notify the Disclosing Party of any action under this Clause 43 (together with full details) to the extent such action relates to this Agreement or to the fulfilment of any of the Receiving Party's obligations under Data Protection Laws. Where possible the Receiving Party shall notify the Disclosing Party as soon as possible in advance of such action being taken (and in any event shall do so within [one] *Business Day* of such action).
- 43.35 Clause 43.33 does not restrict either party's right to perform any of its obligations under Data Protection Laws itself in the manner it determined (whether or not in addition to the other party having performed such obligations).
- 43.36 Each party shall promptly co-operate with and provide reasonable assistance, information and records to the other to assist each party with their respective compliance with Data Protection Laws and in relation to all Communications and Data Subject Requests.
- 43.37 The Disclosing Party's obligations under Clauses 43.33.2, 43.33.3, and 43.36 shall be performed at the Receiving Party's expense, except to the extent that the circumstances giving rise to such obligation arose out of any breach by the Disclosing Party of its obligations under this Agreement.

#### **Records**

- 43.38 The Receiving Party shall maintain complete, accurate and up to date written records of all its processing of the Shared Personal Data and as necessary to demonstrate its compliance with this Clause 43.

## **Retention**

43.39 Except as required by applicable law of the United Kingdom (or any part of the United Kingdom), the Receiving Party shall:

43.39.1 process each part of the Shared Personal Data for no longer than such processing is necessary for the Permitted Purpose and compliant with this clause and all Data Protection Laws and in any event cease to process each part of the Shared Personal Data on the earlier of termination or expiry of this Contract;

43.39.2 immediately confidentially, irrecoverably and securely destroy or dispose of all Shared Personal Data (and all copies) in its possession or control that can no longer be processed in accordance with Clause 43.38.1.

## **Breach**

43.40 Any breach by the Receiving Party of any of its obligations under this Clause 43 shall be regarded as being material for the purposes of this Contract.

## **Costs**

43.41 Except as expressly stated in this Contract, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and performance of this Clause 43.

43.42 Each party shall ensure the information (including in privacy notices or other information) it gives to Data Subjects identifies *[insert details, eg assumed to be a contact at the Disclosing Party]* as the primary contact for Data Subject Requests and Communications from Data Subjects in relation to *all processing of Shared Personal Data undertaken in connection with this Contract* (while recognising that Data Subjects may choose to contact either party).

43.43 The parties wish to record that the representative within their organisation with overall internal responsibility for ensuring the respective party's compliance with its obligations under this Clause (including those relating to Data Subject Requests) is

(a) *[insert name of data protection officer]* who can be contacted at *[insert email address]* (in the case of the Disclosing Party); and

(b) *[insert name of data protection officer]* who can be contacted at *[insert email address]* (in the case of the Receiving Party). Each party may update details of their representative referred to in this Clause 43.42 by notice to the other party in accordance with Clause 6.

43.44 The provisions of this Clause 43 shall survive termination or expiry of this Contract.

## **44. FREEDOM OF INFORMATION**

44.1 In this Contract, the terms 'Information', 'Environmental Information' and 'Request for Information' shall have the meaning set out in the Freedom of Information Act 2000 ("FOIA 2000") or the Environmental Information Regulations 2004, SI 2004/3391 ("EIR 2004") as applicable.

44.2 The Provider acknowledges that the Council is subject to the requirement of the FOIA 2000 and the EIR 2004 and shall promptly and fully assist and cooperate with the Council to enable the Council to comply with its obligations in respect of those requirements.

44.3 Where the Provider (or its Sub-Contractor) receives a Request for Information, it shall:

44.3.1 inform the Council of its receipt as soon as reasonably practicable, and in any event no later than 2 Business Days of its receipt; and

44.3.2 provide a copy of the Request for Information to the Council, together with all other information as the Provider considers reasonably relevant to the request within 5 Business Days of receipt of the Request for Information by the Provider.

44.4 The Provider shall not respond directly to a Request for Information unless expressly authorised to do so by the Council in writing.

44.5 While the Council may, if practicable and appropriate, consult with the Provider in relation to whether any information relating to the Provider or this Contract should be disclosed as part of a response to a Request for Information, the Council shall ultimately be responsible for determining in its absolute discretion whether any Information or Environmental Information will be disclosed and whether any exemptions apply.

#### **45. PUBLICITY**

The Provider shall not:

45.1 make any press announcements or publicise this Contract or its contents in any way;

45.2 do anything or cause anything to be done, which may damage the reputation of the Council or bring the Council into disrepute; or

45.3 use the Council's name or logo in any promotion or marketing or announcements of orders, except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Council, which shall not be unreasonably withheld or delayed.

#### **46. SECURITY**

46.1 The Provider shall comply with all reasonable security requirements of the Council while on the Premises and shall ensure that Provider Personnel comply with such requirements.

46.2 The Council shall provide the Provider upon request copies of its written security procedures and shall afford the Provider upon request an opportunity to inspect its physical security arrangements.

#### **47. RECORDS AND AUDIT ACCESS**

47.1 The Provider shall keep and maintain until one (1) year after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Services provided under it, the Contracts entered into with the Contracting Authority and the amounts paid by each Contracting Authority.

47.2 The Provider shall keep the records and accounts referred to in Clause 47.1 above in accordance with good accountancy practice.

47.3 The Provider shall on request afford the Council, the Council's representatives and/or the Auditor such access to such records and accounts as may be required from time to time.

47.4 The Provider shall provide such records and accounts (together with copies of the Provider's published accounts) during the Contract Period and for a period of one (1) year after the expiry of the Contract Period to the Council and the Auditor.

47.5 The Council shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Provider or delay the supply of the Services save insofar as the Provider accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Council.

- 47.6 Subject to the Council's rights of Confidential Information, the Provider shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each audit, including:
- 47.6.1 all information requested by the Council within the scope of the audit;
  - 47.6.2 reasonable access to sites controlled by the Provider and to Equipment used in the provision of the Services; and
  - 47.6.3 access to Provider Personnel.
- 47.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 47 unless the audit reveals a material Default by the Provider in which case the Provider shall reimburse the Council for the Council's reasonable costs incurred in relation to the audit.

#### **48. RECORD KEEPING AND MONITORING**

- 48.1 In order to assist the Council in its record keeping and monitoring requirements including auditing and National Audit Office requirements, the Provider shall keep and maintain for six (6) years (or such longer time period required in accordance with any specific legislation) after this Contract has been completed, full and accurate records of this Contract including the Services supplied under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Provider 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 this Contract.
- 48.2 Where Monitoring Requirements are set out in the Contract Particulars, the Provider shall comply with Monitoring Requirements at its own cost. The Council reserve the right to request from the Provider all necessary supporting information in relation to the Monitoring Requirements.

#### **49. BENCHMARKING**

- 49.1 The Council shall be entitled to regularly benchmark the Contract Price and level of performance by the Provider of the supply of the Services and/or Services, against other suppliers providing services substantially the same as the Services and/or Services during the Contract Period.
- 49.2 The Council, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation as referred to in Clause 49.1 above.
- 49.3 The Provider shall use all reasonable endeavours and act in good faith to supply information required by the Council in order to undertake the benchmarking and such information requirements shall be at the discretion of the Council.
- 49.4 Where, as a consequence of any benchmarking carried out by the Council, the Council decides improvements to the Services and/or Services should be implemented such improvements shall be implemented by way of a Variation under Clause 63 (Variation) at no additional cost to the Council.
- 49.5 The benefit of any work carried out by the Provider at any time during the Contract Period to update, improve or provide the Services and/or Services, facilitate their delivery to any customer and/or any alterations or variations to prices or the provision of services, shall, after consultation with the Council be implemented by the Provider in accordance with Clause 63 (Variation) and at no additional cost to the Council.



## **PART G – STATUTORY OBLIGATIONS**

### **50. HEALTH AND SAFETY**

50.1 The Provider shall perform its obligations under this Contract (including those in relation to the Services) in accordance with:

50.1.1 all applicable Law regarding health and safety; and

50.1.2 the Health and Safety Policy whilst at the Council's Premises.

50.2 Each party shall notify the other as soon as practicable of any breach of Clause 50.1 or any health and safety incidents or material health and safety hazards at the Council's Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Provider shall instruct the Provider's Personnel to adopt any necessary associated safety measures in order to manage any such breach, health and safety incident, or material health and safety hazard.

50.3 Without limitation to Clause 50.1 the Provider shall, when reasonably requested by the Council, inform the Council of the steps taken by it to comply with applicable Law regarding health and safety.

### **51. CORPORATE REQUIREMENTS**

51.1 The Provider shall and shall use reasonable endeavours to procure that Provider Personnel, agents and subcontractors shall at all times comply with the provisions and the requirements of the Human Rights Act 1998 during the term of this Contract.

51.2 The Provider shall provide such evidence as the Council may reasonably require as to enable the Council to be satisfied that the Provider is complying with its obligations under clause 51.1.

51.3 The Provider shall have in place appropriate policies and rules, including, but not limited to:

51.3.1 equality and diversity policies;

51.3.2 child protection and safeguarding policies;

51.3.3 sustainability;

51.3.4 information security rules;

51.3.5 whistleblowing and/or confidential reporting policies; and

51.3.6 all site rules relevant to the fulfilment of the Provider's obligations in the performance of the Services.

The Provider shall produce a copy of the above policies upon request of the Council.

51.4 The Provider shall perform its obligations under this Contract in accordance with all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise).

51.5 The Provider 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,

51.6 If the Provider has a finding against it relating to its obligations under Clause 51, it shall provide the Council with details of the finding and the steps the Provider has taken to remedy the situation.

## **52. EQUALITY AND DIVERSITY**

52.1 The Provider shall (and shall procure that the Provider Personnel shall):

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

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

52.1.1.2 the Council's equality and diversity policy as provided to the Provider from time to time;

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

52.1.1.4 take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation.

52.1.1.5 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract. The Provider shall also undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

## **53. LAW AND CHANGE IN LAW**

53.1 The Provider shall comply at all times with the Law in its performance of this Contract.

53.2 On the occurrence of a Change in Law which has a direct effect upon the Contract Price the parties shall meet within fourteen (14) days of the Provider 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 Provider. If the parties, within fourteen (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 60 (Dispute Resolution).

53.3 Any agreed additional sums payable as a result of the operation of Clause 53.2 shall be included in the Contract Price. For the avoidance of doubt nothing in this Contract is intended to allow the Provider double recovery of any increase in costs.

## **54. TUPE INDEMNITY**

54.1 For the purposes of this clause only the following definitions shall take effect:

"Current Employer"	the employer of the Transferring Employees immediately before the Commencement Date;
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"Employment Costs"	remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees and including without limitation all wages, holiday pay, bonuses, commissions, payment of PAYE, national insurance contributions and pensions contributions;
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"Prohibited Act"	include any of the following (i) termination of employment of any Employees; or (ii) the alteration or change of terms or conditions of any Employees; or (iii) the recruitment of any
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"Transferring Employee(s) "

employees; or (iv) relocation or assignment to new duties of any Employees, those employees employed wholly or mainly by the Current Employer in providing the Services described in the Specification prior to the Commencement Date.

54.2 The Council and the Provider acknowledge that where as a result of TUPE the contracts of employment between the Current Employer and the Transferring Employees (except in so far as such contracts relate to any occupational pension scheme as defined in Regulation 10 of TUPE) transfer, they will have effect after the Commencement Date as if originally made between the Provider and the Transferring Employees.

54.3 All Employment Costs in respect of the period:

54.3.1 up to and including the Commencement Date in relation to the Transferring Employees (whether or not due for payment at that date) will be borne by the Current Employer;

54.3.2 after the Commencement Date will be borne by the Provider;

54.3.3 and will if necessary be apportioned on a time basis between the Provider and the Current Employer.

54.4 The Provider will keep the Council and any Replacement Provider indemnified in full against all Liabilities arising directly or indirectly and whether incurred by the Council pursuant to an indemnity provided to the Replacement Provider in connection with:

54.4.1 the employment or termination of employment of any of the Employees (whether or not terminated by notice and, if so terminated, whenever that notice expires);

54.4.2 any act, omission or default of the Provider in respect of the employment of the Transferring Employees;

54.4.3 the Provider's failure to inform or consult as required under Regulation 13 of TUPE except to the extent that any such action or claim (or any part of such action or claim) arises from any failure by the Council or the Replacement Provider to give the Provider the information required from the Council or the Replacement Provider to enable the Provider to comply with its obligations under TUPE; and

54.4.4 the Provider's failure to provide the employee liability information under Regulation 11 of TUPE.

any claim by a Transferring Employee that such person is entitled for any reason to take early retirement benefits pursuant to the terms of any pension scheme in which the Council or the replacement Provider is not then participating, or pursuant to the Transferring Employee's terms and conditions of employment;

54.5 In the event of expiry or termination of this Contract or whenever reasonably requested by the Council in preparation for tendering arrangements the Provider will (if the Council has reasonable grounds to believe that TUPE will apply to any employees of the Provider or its Sub-Contractors on expiry or termination in connection with a service provision change) 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 Provider) may request in relation to the Employees including but not limited to, providing employee liability information as required under Regulation 11 of TUPE, within ten (10) Business Days following written request by the Council.

- 54.6 The Provider authorises the Council to pass any information supplied to any Replacement Provider or potential Replacement Provider and the Provider will secure all necessary consents from Relevant Employees in order to do this.
- 54.7 The Provider will keep the Council and any Replacement Provider 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.
- 54.8 The parties acknowledge that they consider the application of TUPE to be unlikely on termination or expiry of this Contract. Accordingly, except with the prior consent of the Council to do otherwise (such consent not to be unreasonably withheld) the Provider is to use best endeavours to provide the Services in a manner such that no organised grouping of employees of the Provider and/or its Sub-Contractors is formed where such individuals have rights under TUPE against the Council or its subsequent service Provider. The Provider shall indemnify the Council and/or where relevant the Council's subsequent service Providers in full for all losses, liabilities, actions, claims demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from or connected with claims made against them respectively by such employees on the grounds of TUPE arising under or in connection with this Contract.

## **55. PENSIONS**

Not used.

## **56. BUSINESS CONTINUITY PLAN**

- 56.1 The Civil Contingency Act 2004 requires the Council to maintain plans to ensure it can continue to perform all of its ordinary functions in the event of an emergency. Organisations providing services or goods which underpin the Council's service provision must be able to continue to provide in the event of an emergency. The Provider shall use its reasonable endeavours:
- a) to prepare a robust Business Continuity Plan that ensures the continuation of this Contract;
  - b) on request, to disclose to the Council the contents of its Business Continuity Plan (including any revisions made to it from time to time);
  - c) to allow the Council at its discretion from time to time to monitor the Provider's business continuity arrangements;
  - d) to notify the Council if an incident occurs which activates the Provider's Business Continuity Plan (such notification to be given prior to the issue of any notification to the press or other media); and
  - e) to provide the Council with details of how the Provider managed any incident which resulted in the activation of the Provider's Business Continuity Plan and any consequential amendments made to the Provider's processes and/or procedures thereafter.

## **57. COMMUNITY SAFETY**

- 57.1 The Council has a statutory duty to ensure that it does all that it reasonably can to prevent crime and disorder in its area under the Crime and Disorder Act 1998. The Provider is requested to assist the Council in the provision of the Services, in order to enable the Council to comply with this obligation at no additional expense to the Council.

## **58. ENVIRONMENTAL REQUIREMENTS**

- 58.1 The Provider shall perform its obligations under the Contract in accordance with the Council's environmental policies, which are to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release

of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

## **PART H – GENERAL PROVISIONS**

### **59. PAYMENT CARD INDUSTRY (PCI) COMPLIANCE**

- 59.1 Where the Provider obtains, stores, processes or transmits payment card data, the Provider shall comply with the PCI DSS.
- 59.2 The Provider shall obtain and maintain an up-to-date attestation of compliance certificate (“**AoC**”) provided by a qualified security assessor accredited by the PCI and up-to-date reports on compliance (“**RoC**”) provided by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the “PCI Reports”), during the Contract Period. The Provider shall provide the respective PCI Reports to the Council upon request within 10 Business Days of such request.
- 59.3 The Provider shall notify the Council of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Business Days to confirm of such failure or revocation. The Provider shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

### **60. DISPUTE RESOLUTION**

- 60.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in this Contract, the parties shall follow the procedure set out in this clause:
- 60.1.1 Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Person and the Contract Manager shall attempt in good faith to resolve the Dispute;
  - 60.1.2 If the Authorised Person and the Contract Manager are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the senior representative of both parties; and
  - 60.1.3 If the senior representatives are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than fourteen (14) days after the date of the ADR notice.
- 60.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute.

### **61. SUB-CONTRACTING, ASSIGNMENT AND RESPONSIBILITY**

- 61.1 Subject to Clause 61.2, the Provider shall not assign, novate, sub-contract or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the Council, neither may the Provider sub-contract the whole or any part of its obligations under this Contract except with the express prior written consent of the Council, such consent not to be unreasonably withheld.
- 61.2 Where the Council considers there are grounds for the exclusion of a Sub-Provider under Schedule 6 and/or 7 of the Procurement Act 2023:

- 61.2.1 if the Council finds there are compulsory grounds for exclusion, the Provider shall replace or shall not appoint the Sub-Contractor;
  - 61.2.2 if the Council finds there are non-compulsory grounds for exclusion, the Council may require the Provider to replace or not appoint the Sub-Contractor and the Provider shall comply with such a requirement.
- 61.3 For the avoidance of doubt, the Council shall not consent to any proposed Sub-Contract if the Sub-Contractor (or any Connected Person of the Sub-Contractor) is on the Debarment List.
- 61.4 The Provider acknowledges and agrees that any act or omission of its sub-contractor in relation to its obligations under this Contract shall be deemed to be an act or omission of the Provider itself.
- 61.5 Where the Council has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Council, be sent by the Provider to the Council as soon as reasonably practicable.
- 61.6 Subject to Clause 61.6, the Council may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
  - 61.6.1 any Contracting Authority;
  - 61.6.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Council; or
  - 61.6.3 any private sector body which substantially performs the functions of the Council.
- 61.7 any such assignment, novation or other disposal shall not increase the burden of the Provider's obligations under the Contract.
- 61.8 Any change in the legal status of the Council such that it ceases to be a Contracting Authority shall not, subject to Clause 61.6, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Council.
- 61.9 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 61.6 to a body which is not a Contracting Authority or if there is a change in the legal status of the Council such that it ceases to be a Contracting Authority (in the remainder of the this clause both such bodies being referred to as **the Transferee**):
  - 61.9.1 the rights of termination of the Council in Clause 31 (Termination on Default) shall be available to the Provider in the event of, respectively, the bankruptcy or insolvency, or Default of the Transferee; and
  - 61.9.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the previous consent in writing of the Provider.
- 61.10 The Council may disclose to any Transferee any Confidential Information of the Provider which relates to the performance of the Provider's obligations under the Contract. In such circumstances the Council shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Provider's obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a Confidential Information undertaking in relation to such Confidential Information.
- 61.11 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further

documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

- 61.12 Where the Council authorises the Provider to subcontract any of its rights and obligations under this Contract, the Provider shall ensure that any subcontracts entered into will impose the insurance requirements set out at Clause 38.7 onto any subcontractor used.

The Provider shall give the Council, on request, copies of all insurance policies held by any subcontractor used.

## **62. WAIVER**

- 62.1 No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right remedy.

## **63. CONTRACT VARIATION**

- 63.1 The parties may agree to modify the Contract in any of the circumstances set out in section 74 of the Procurement Act 2023.
- 63.2 Subject to clause 63.1, no variation of this contract shall be valid or effective unless it is made in accordance with the procedure detailed at Clause 64 (Change Control).
- 63.3 In the event that the Provider is unable to provide a variation to the services, or where the parties are unable to agree a change to the Contract Price, the Council may:
- 63.3.1 agree to continue to perform their obligations under the Contract without variation; or
  - 63.3.2 terminate the Contract with immediate effect, except where the Provider has already delivered part or all of the Services, or where the Provider can show evidence of substantial work being carried out to fulfil the Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Clause 60 (Dispute Resolution).
- 63.4 If the parties agree the variation and any variation in the Contract Price, the Provider shall carry out such variation and be bound by the same provisions so far as is applicable, as though such variation was stated in the Contract.
- 63.5 Where the Contract is varied, the Council shall, where required, publish a contract change notice pursuant to Section 75 of the Procurement Act 2023. Where a contract change notice is required, the variation shall not be effective until such notice has been published and any voluntary standstill period has expired.
- 63.6 Where a contract change notice is not required to be published by the Council, any variation shall be effective from the date agreed between the parties.

## **64. CHANGE CONTROL**

- 64.1 Either party may submit a written request for Change to the other party in accordance with this Clause 64, but no Change shall come into effect until a Change Control Note has been signed by authorised representatives of both parties.
- 64.2 If the Council requests a Change:

- 64.2.1 the Council will submit a written request to the Provider containing as much information as is necessary to enable the Provider to prepare a Change Control Note; and
  - 64.2.2 within five Business Days of receipt of a request, unless otherwise agreed in writing by the parties, the Provider will send to the Council a Change Control Note.
- 64.3 If the Provider requests a Change, it will send to the Council a Change Control Note.
- 64.4 A Change Control Note must contain sufficient information to enable the Council to assess the Change, including as a minimum:
  - 64.4.1 the title of the Change;
  - 64.4.2 the originator of the Change and date of request;
  - 64.4.3 description of the Change;
  - 64.4.4 details of the effect of the proposed Change on:
    - (a) the Services;
    - (b) the Contract Price;
    - (c) any Council systems or operations which interface with, or are otherwise affected by, the Services; and
    - (d) any term of this Contract (including proposed changes to wording);
    - (e) the date of expiry of validity of the Change Control Note; and
    - (f) provision for signature by the Council and Provider.
- 64.5 If, following the Council's receipt of a Change Control Note pursuant to Clause 64.2 or 64.3:
  - 64.5.1 the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this Contract;
  - 64.5.2 either party does not agree to any term of the Change Control Note, then the other party may refer the disagreement to be dealt with in accordance with Clause 60.

## **65. SEVERABILITY**

- 65.1 If any provision or part-provision of this Contract is or becomes illegal, invalid or unenforceable, it shall be deemed deleted, but the legality, validity and enforceability of any other provision of this Contract shall not be affected.
- 65.2 If any provision of this Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted, the provision or part-provision in question shall apply with such deletions as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.



## **66. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE**

- 66.1 Where a complaint is received about the standard of provision of the Services or about the manner in which the Services have been supplied or about the materials or procedures used or about any other matter connected with the performance of the Provider's obligations under the Contract, then the Council shall take all reasonable steps to investigate the complaint. The Council may, in its sole discretion, uphold the complaint, to take further action in accordance with clause 31 (Termination on Default) of the Contract.
- 66.2 In the event that the Provider is in breach of the Contract, the Council may, without prejudice to its rights under clause 31 (Termination on Default):
- 66.2.1 without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Council that the Provider will once more be able to supply all or such part of the Services in accordance with the Contract;
  - 66.2.2 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
  - 66.2.3 terminate, in accordance with Clause 31 (Termination on Default), the whole of the Contract; and/or
  - 66.2.4 charge the Provider for and the Provider shall pay any costs reasonably incurred by the Council (including any reasonable administration costs) in respect of the supply of any part of the Services by the Council or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Provider for such part of the Services and provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.
- 66.3 If the Provider fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Council shall instruct the Provider to remedy the failure and the Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within three (3) Business Day of the Council's instructions or such other period of time as the Council may direct.
- 66.4 If the Provider fails to comply with Clause 66.3 and the failure is materially adverse to the interest of the Council or prevents the Council from discharging a statutory duty or persistently fails to comply with Clause 66.3, the Council may terminate the Contract with immediate effect by giving the Provide notice in writing.
- 66.5 Without prejudice to any other right or remedy which the Council may have, if any Services are not supplied in accordance with, or the Provider fails to comply with any of the terms of the Contract, the Council shall be entitled to avail itself or any one of more of the following remedies at its discretion whether or not any part of the Services have been accepted by the Council:
- 66.5.1 reject any Goods (in whole or in part) and return them to the Provider at the risk and cost of the Provider on the basis that a full refund for the Goods so returned shall be paid forthwith by the Provider;
  - 66.5.2 at the Council's option to give the Provider the opportunity at the Provider's expense to either remedy any defect in the Goods and/or Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
  - 66.5.3 refuse to accept any further deliveries of the Goods but without any liability to the Council;

66.5.4 carry out at the Provider's expense any work necessary to make the Goods and/or Services comply with the Contract; and

66.5.5 claim such damages as may have been sustained in consequence of the Provider's breach or breaches of the Contract.

## **67. TOMS REMEDIES**

Not used.

## **68. CUMULATIVE REMEDIES**

68.1 The rights and remedies given to the parties in this contract are in addition to, without prejudice to, and not exclusive of, any and all other rights and remedies given to them whether by this contract, by law or otherwise and all such rights and remedies are cumulative.

68.2 The termination of this contract for any cause whatsoever shall be without prejudice to any and all rights and claims of a party that shall, or may, have accrued prior to such termination.

## **69. MONITORING OF CONTRACT PERFORMANCE**

69.1 The Provider shall comply with the monitoring arrangements set out in the Contract Particulars including, but not limited to, providing such data and information as the Provider may be required to produce.

## **70. THIRD PARTY RIGHTS**

70.1 A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Contract. This does not affect any right or remedy of such a person that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

70.2 The parties to this Contract may terminate or rescind this Contract, or agree to any to any variation, waiver or settlement in connection with it, without the consent of any third party, whether or not it extinguishes or alters any entitlement that such third party may have to enforce any of the provisions of this Contract.

## **71. WAIVER**

71.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Contract shall prevent any future exercise of it or the exercise of any other right, power or remedy.

## **72. FORCE MAJEURE**

72.1 Provided that it has complied with the remaining provisions of this Clause 72, if a party is prevented or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event, the Affected Party shall not be in breach of this Contract or otherwise liable for such failure or delay in the performance of such obligations and that party's obligations under this Contract shall be suspended for so long as the Force Majeure Event continues and to the extent that party is so prevented, hindered or delayed.

72.2 The Affected Party shall:

72.2.1 as soon as reasonably practicable after the start of the Force Majeure Event but not later than seven (7) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration

and the effect of the Force Majeure Event on its ability to perform any of its obligations under the contract; and

72.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

- 72.3 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Provider cannot claim relief if the Force Majeure Event is one which, in accordance with Good Industry Practice, the Provider should have foreseen and provided for the cause in question.
- 72.4 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 72.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than one hundred and twenty (120) Business Days, the Council may terminate this Contract without liability by giving one (1) weeks' notice to the Provider.
- 72.6 The Provider will not have the right to any additional payments from the Council for costs or expenses incurred by the Provider as a result of any Force Majeure Event.

### **73. PREVENTION OF BRIBERY**

- 73.1 The Provider represents and warrants that neither it, nor any of the Provider's Personnel, have at any time prior to the Commencement Date:
- 73.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
  - 73.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in public procurement programmes or contracts on the grounds of a Prohibited Act.
- 73.2 The Provider shall immediately notify the Council in writing if, at any time during the Contract Period, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in Clause 73.1 at the relevant time.
- 73.3 The Provider shall (and shall procure that its Provider Personnel shall) during the Contract Period:
- 73.3.1 Not commit a Prohibited Act;
  - 73.3.2 Not do or omit to do anything that would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
  - 73.3.3 Have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
  - 73.3.4 Establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

- 73.3.5 Notify the Council (in writing) if it becomes aware of any breach of Clause 73.3.1 or clause 73.3.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Contract.
- 73.4 The Provider shall maintain appropriate and up to date records showing all payments made by the Provider in connection with this Contract and the steps taken to comply with its obligations under clause 73.3.
- 73.5 The Provider shall allow the Council and its third party representatives to audit any of the Provider's records and any other relevant documentation in accordance with Clause 47.
- 73.6 If the Provider is in Default under this Clause 73, the Council may by notice:
- 73.6.1 require the Provider to remove from performance of this Contract any Provider Personnel whose acts or omissions have caused the Default; or
- 73.6.2 immediately terminate this Contract.
- 73.7 Any notice served by the Council under Clause 6 shall specify the nature of the Prohibited Act, the identity of the party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this Contract shall terminate).
- 73.8 The Provider indemnified the Council against and from all direct losses, damages, costs, expenses, liabilities and proceedings suffered or incurred by the Council as a result of any failure by the Provider or the Provider's Personnel to comply with the provisions of Clauses 73.1 and 73.3.

#### **74. COSTS AND EXPENSES**

- 74.1 Each of the parties shall pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

#### **75. PARTNERSHIP OR AGENCY**

- 75.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 75.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

#### **76. NON-SOLICITATION AND OFFERS OF EMPLOYMENT**

- 76.1 The Provider 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 twelve (12) months following termination of this Contract:
- 76.1.1 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
- 76.1.2 attempt, or knowingly assist or procure any other person to do the above.

**77. INSPECTION OF PROVIDER'S PREMISES**

- 77.1 The Provider shall permit the Council to make any inspections or tests which may reasonably be required in respect of the Provider's premises in relation to this Contract.

**78. GOVERNING LAW**

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

**79. JURISDICTION**

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

### SCHEDULE 1 - CLARIFICATIONS

Clarification	Response
Would alternatives to ASIST be considered at Tier 3? Potentially one day courses offering similar outcomes.	Any Tier 3 training needs to be accredited, evidence based and already evaluated for impact. Unless there is another accredited, evidence based and already evaluated course equivalent to ASIST already in existence we would not accept an alternative
Would commissioners consider ASIST delivery in the second half of the first year of the contract. With a prioritisation of Tier 1 and Tier 2 courses in the first half. Years 2 and 3 would see delivery of all tiers spread across the contract year.	No, we need ASIST to be available from 1 September as per the specification

## SCHEDULE 2 - PRICING SCHEDULE

		Column 1	Column 2	Column 3
		<i>Rate per course</i>	<i>Number of courses to be delivered in initial 3 years</i>	<i>Column 1 x Column 2</i>
<b>A</b>	<b>Tier 1</b>	<b>£300</b>	<b>72</b>	<b>£21,600</b>
<b>B</b>	<b>Tier 2</b>	<b>£1050</b>	<b>48</b>	<b>£50,400</b>
<b>C</b>	<b>Tier 3</b>	<b>£5000</b>	<b>24</b>	<b>£120,000</b>
<b>D</b>	<b>Gross figure = A+B+C</b>	<b>£6350</b>	<b>144</b>	<b>£192,000</b>
<b>E</b>	<b>Enter your Early Payment Discount Offer (enter 0% if declining to participate)</b>	<b>1%</b>		<b>1%</b>
<b>F</b>	<b>Net figure = D minus E</b>	<b>£6286.50</b>		<b>£190,080</b>  <b>This is the figure that will be evaluated</b>

## Supplier Early Payment Discount Scheme

### **SUPPLIER INCENTIVE PROGRAMME – DECLARATION OF INTENT**

Have you read and understood the programme guidance in the RSO documentation, and do you understand your offer to participate may impact the price evaluation of this tender?

**YES**    ☒

**NO**    ☐

Please confirm your participation in the programme and early payment discount rate you are willing to commit to (based on Target Payment Day 10) by placing an “**X**” in the relevant space provided below.

Bidder confirms that it WILL NOT participate in the programme:	Bidder confirms that it WILL participate in the programme at the identified early payment discount rate below:							
	0%	0.5%	1.0%	1.25%	1.5%	2.0%	2.5%	3.0%
			x					



## SCHEDULE 3 - SPECIFICATION



### Service Specification

Service	<b>Targeted Suicide Prevention Training</b>
Commissioner Lead	<b>Michael Lamb, Commissioning Policy and Planning Officer</b> <b>Emma Brady, Public Health Practitioner</b>
Provider Lead	
Period	<b>1 September 2025 to 31 August 2028</b>

#### **1. Introduction / Context**

##### **1.1 National Context**

Suicide is a significant public health concern in the United Kingdom. It is the leading cause of death for people under the age of 35, and for men under the age of 50<sup>1</sup>. Despite the generally declining trend in suicide rates from 1981, since 2007 the suicide rate has increased again, and the most current data shows national suicide rates as the highest since 1999<sup>2</sup>.

Preventing suicide is complex and requires action across many different areas – it requires statutory and voluntary services to take action, as well as the broader community. In response to a growing call for evidence, the UK government set out the *Suicide prevention in England: 5-year cross sector strategy*, covering the years 2023-2028 (*the National Strategy*), in order to:

- Reduce the suicide rate over the next 5 years – with initial reductions observed within half of this time, or sooner
- Improve support for people who have self-harmed
- Improved support for people bereaved by suicide.

The national strategy sets out eight broad strategic priorities of which training underpins several priorities:

<sup>1</sup><https://www.ons.gov.uk/peoplepopulationandcommunity/healthandsocialcare/causesofdeath/articles/leadingcausesofdeathuk/2001to2018>

<sup>2</sup> <https://commonslibrary.parliament.uk/research-briefings/cbp-7749/>

Priority 3, *‘providing tailored support’*, the strategy states that ‘staff from agencies likely to come into contact with priority groups have access to suicide prevention training and resources’.

Priority groups identified in the National Strategy are:

- Children and young people, particularly those in or leaving care
- Middle-aged men
- People who have self-harmed
- People in contact with mental health services
- People in contact with the justice system
- Autistic people
- Pregnant women and new mothers.

Priority 8, *‘making suicide prevention everyone’s business’*, one of the aims is:

- *“every individual across the country has access to training and support that gives them the confidence and skills to save lives. Training is routinely promoted, with significant numbers of people trained in suicide prevention.”*

## 1.2 Local Context

Suicide prevention is a key priority outlined in the Joint Local Health and Wellbeing Strategy in County Durham. Rates of suicide in County Durham are high and are increasing. This is a trend we want to slow and ideally reverse.

County Durham has the ninth highest suicide rate in the country – at 16.4 per 100,000 for the most recent period of 2021-2023. This is an average of 74 deaths per year. On average there is 34 years of life lost for each person who takes their own life by suicide. This rate is higher than the regional (13.5 per 100,000) and national (10.3 per 100,000) averages<sup>1</sup>

Suicide has a devastating effect on the wider community – affecting families, friends, coworkers. It is estimated that 135 people are affected by one person’s suicide, with closest family and friends being most affected; and this rippling out to the wider community. As such, this suggests that nearly 9,900 County Durham residents have been affected by suicide in the last year. Those who are exposed to suicide are at increased risk of anxiety, depression, suicidal ideation, and even dying by suicide.

Suicide prevention training, to ensure people are able to recognise when someone is thinking about suicide, have a conversation about suicide and support someone to develop safety plans or into crisis support services, is a strategic priority in the County Durham Suicide Prevention Alliance Action Plan and was also reiterated as a priority at the ‘Making Suicide Prevention Everyone’s Business Conference’, held on February 18<sup>th</sup> 2025.

## 2. **Purpose**

### 2.1 Nature of the Service

This project aims to provide a comprehensive offer for suicide prevention training across County Durham. It will complement the training already commissioned through the Integrated Care Board (ICB)/NHS England and commissioned by other organisations (i.e. Gaunless Gateway) leading to more holistic and targeted coverage of training across communities, services, and organisations in County Durham.

## 2.2 Aims and Objectives of the Service

The aims of the service are:

- Develop and deliver a comprehensive package of training in targeted communities and workforces who work with priority risk groups across County Durham.
- Use a tiered approach to maximise reach, with different levels of training being offered to different communities/organisations

The objectives are:

- Deliver a minimum of 24 Tier 3 Applied Suicide Intervention Skills Training (ASIST) sessions over the three years, aiming for an 80% attendance rate per session (26 people)
- Implement reactive community training (Tiers 1-3, depending on need) should a geographical area be targeted
- Deliver Tier 1 and Tier 2 sessions to the allocated budget.
- Network and liaise with communities and organisations to increase uptake of training sessions.
- Produce communications to advertise the sessions, linking in with existing partnership communications channels

## 2.3 Expected Outcomes

The expected outcomes for this project would be to:

- (1) Upskill residents and professionals across County Durham to:
  - Recognise the warning signs of suicide
  - Identify when someone may be at risk of suicide
  - Feel confident in asking someone about suicide
  - Initiate a supportive conversation about suicide.
  - Gain awareness of safety planning **(Tier 1/Tier 2)**; and be able to co-produce a safety plan with the person with thoughts of suicide **(Tier 3)**
  - Effectively signpost individuals to additional resources and support service.
  - Contribute to the reduction of the County Durham suicide rate
- (2) Increase the number of interventions performed by trained members of the community, with people at risk of suicide.
- (3) Increase engagement with other community providers, to create a more integrated, multi-agency suicide prevention network across County Durham.
- (4) Reduce stigma surrounding suicide and suicidal thoughts, encouraging more open discussions within communities.

## 3. **Service Delivery**

### 3.1 Scope

The scope of this training is that all residents, community groups and professional across County Durham who have an interest in being upskilled in suicide prevention can access some form of suicide prevention training.

### 3.2 Service Description

Training will be available for anyone who lives and/or works in the Durham County Council area. There will be a proactive plan of training and capacity to undertake some reactive training in areas identified through our Multi-Agency Assurance and Review (MAAR) process.

The provider will offer and deliver:

Tier 1 (Basic awareness):

- The provider will deliver a basic awareness session, limited to one or two hours. The aim of this training would be to equip people with awareness that someone may be at risk (i.e. withdrawal, hopelessness, increase in risk-taking behaviours). It would detail risk and protective factors that impact someone's mental health and wellbeing; and would introduce the basics of what to do for someone in a crisis. This would be an online offer, lasting 1-2 hours.

Tier 2 (Intermediate):

- The Provider will deliver in-person workshops lasting half a day (3.5 hours) that will cover some of the topics included in the Tier 1: Basic awareness training, but will be more in-depth about suicide risk and how to talk to someone about suicide. The workshops will introduce the basics of safety planning, an important feature of an effective suicide prevention intervention, and participants will be equipped to respond effectively in crisis situations, by contacting the correct professionals or referring to professional support.

Tier 3 (Comprehensive)

- The Provider will deliver in-person ASIST lasting two days that will include a deeper dive into the signs that someone is at risk. The workshops will equip participants with the ability to assess risk, engage and intervene, and will instruct how to create a safety plan with someone and the importance of follow-up support. The workshops will be highly interactive with feedback from peers and instructors, taking participants through scenario-based training, allowing them to practice what it would be like to intervene with a suicidal individual.

### 3.3 Location of service

Training will take place across the County Council area in geographical areas of need and with those services/organisations who are working with target groups. The provider will work with the commissioner to identify key areas and target groups. Whilst there will be no expectation of a specific office base in County Durham it is expected that the provider will utilise community venues (ie, for ASIST) to provide their training – venue hire, refreshments etc will be organised and paid for by the provider. Online platforms should be used in addition to face-to-face sessions where appropriate.

### 3.4 Days/Hours of operation

Training sessions will be delivered at times that meet the needs of participants and sessions outside of normal office hours may be required.

### 3.5 Promotion of the service

The Provider will develop, maintain and promote a training calendar that details the course to be delivered, date and time, and location (for in-person training) or platform (for online sessions), which will also be shared with the Commissioner.

The provider is expected to actively seek and develop relationships and deliver training to stakeholders in target geographical areas and services working with priority groups.

The Provider is required to follow Durham County Council's marketing guidelines in the development of any marketing materials as part of the commissioned service. Furthermore, the main/key promotional materials for marketing the Service should be done in consultation with the Commissioner prior to printing and/or publication.

## **4. Access and Acceptance Criteria**

People will be eligible to complete the training if they are 16 or over and live or work in the Durham County Council area and have not undertaken ASIST training within the last 3 years.

### 4.1.1 Responsibilities of the Commissioner

- To use data to support the identification of key organisations and geographical areas to target training.
- To support the advertisement/recruitment of training via internal partnership mechanisms
- To engage the provider to adapt where and to who the training is delivered during the course of the contract

### 4.1.2 Responsibilities of the Provider

- To develop a plan for delivery of the suite of training
- To plan and deliver training including the sourcing and paying of venues
- To effectively market the training including where necessary undertaking outreach work to recruit attendees (for example by visiting construction sites or community venues)
- To evaluate the effectiveness of the training immediately and a 6 month follow up
- To provide people who successfully complete the training with a certificate; and, if they have completed ASIST, a badge
- To highlight the County Durham Together Community Champions programme and encourage people who have completed the course to sign up to be Community Suicide Prevention Champions.
- To attend and update the Suicide Prevention Alliance on the programme of training 4 times a year

#### 4.1 Access to the Service

People will be eligible to undertake the training if they are aged 16 or over; live and/or work within County Durham; and have not undertaken ASIST training in the last 3 years.

Appropriate target groups for the training are:

- Tier 1: Basic awareness – universal offer.
- Tier 2: Intermediate – people who work in community and voluntary organisations and other relevant services and organisations.
- Tier 3: Comprehensive – people who are in regular contact with vulnerable individuals, such as police officers, social workers, housing workers.

#### 4.2 Exclusions

Those excluded from the service would be:

- Those who have recently attended a Tier 3/ASIST intervention, i.e. within the last 3 years.
- Children and young people under the age of 16, for Tier 3/ASIST. This is due to age-appropriateness.
- Those not living or working in County Durham.

#### 4.3 Equality of Access

The Provider should ensure that the Service identifies and meets the needs of individuals in relation to specific ethnic, religious, gender, sexual orientation, health literacy, or cultural requirements. This should include, but is not limited to, the following:

- Arranging for the services of an interpreter for service users whose English is not sufficient to understand what is being said.
- Arrangements for contact with an appropriate representative of the service user's choice.
- Understanding of religious and cultural preferences.
- Arrangements for access for service users with a physical, sensory, or learning disability.

The Provider is expected to take positive action to combat discrimination on any grounds and will be expected to apply requirements and good practice in line with the Equality Act 2010.

### 5. **Standards of Service**

#### 5.1 Applicable Standards

NICE Guidance 225: [Self-harm: assessment, management and preventing recurrence](#)  
NICE Guidance 105: [Preventing suicide in community and custodial settings](#)  
[Preventing Suicide in England: 5-Year Cross-Sector Strategy \(2023\)](#)

#### 5.2 Legislation

The Provider will comply with all relevant legislation, regulations, and statutory circulars insofar as they are applicable to the Service. These include, but are not limited to, the following (including any pending reforms and related regulations):

- Armed Forces Act 2021
- Care Act 2014
- Children Act 2014
- Data Protection Act 2018
- Employment Act 2002
- Equality Act 2010
- Freedom of Information Act 2000
- Health & Safety at Work Act 1974 (and subsequent regulations)
- Health & Social Care Act 2012
- Mental Capacity Act 2005
- Mental Health Act 2007
- Work and Families Act 2006

### 5.3 Workforce

#### 5.3.1 Staffing

The Provider is responsible for recruiting, training, developing, managing, and supervising the staff working for this Service.

#### 5.3.2 Recruitment and Selection

The Provider will have in place recruitment procedures, which include the use of application forms in shortlisting exercises and selection interviews. Before making an offer of employment, copies of relevant professional qualifications and registrations must be obtained along with two written references, one of which should be from the applicant's immediate past employer. References must be followed up by a telephone call to the referee for verification purposes prior to confirmation of employment. Any gaps in the applicant's employment records should be explored.

#### 5.3.3 Staff Training and Personal Development

The Provider will ensure that all training is delivered by registered trainers.

The Provider will ensure that all staff receive appropriate supervision and an annual appraisal, which includes an assessment of their overall standard of performance and identification of training and development needs. All staff will be appropriately trained to national standards, training records should be maintained, and refresher training offered on a timely basis.

The Provider will ensure that all staff complete the [Government Prevent Duty e-learning](#), in order to understand how some vulnerable people might be drawn into terrorism and violent extremism, recognise when this is happening and know what to do.

#### 5.3.4 Autism awareness

The Provider will ensure that all staff have an awareness of the Autism Spectrum to help embed good autism practice within the Service to ensure appropriate support and reasonable adjustments are in place for autistic people.

#### 5.3.5 Adverse childhood experiences/trauma informed approaches

The Provider will ensure there is an acknowledgement and understanding within the Service of the impact of Adverse Childhood Experiences, particularly on children looked after and care leavers, often as a result of abuse and neglect or being in care itself, having long term negative outcomes that can persist into adulthood.

#### 5.3.6 Staff health and wellbeing

The Provider is encouraged to participate in the Better Health at Work Award, if eligible.

The Better Health at Work Award is free and available to all businesses in County Durham, who will be supported by a dedicated workplace health team and have access to free workplace training including understanding stress and basic mental health. The Award supports workplaces to deliver health activities that address key public health improvement priorities including:

- Financial Wellbeing
- Smoking and Tobacco
- Disease Prevention
- Weight Management and Healthy Eating
- Sexual Health
- Physical Activity
- Cancer Awareness
- Mental Health
- Dementia Awareness
- Alcohol, Drugs and harm reduction

### 5.4 Governance Arrangements

#### 5.4.1 Safeguarding

The Provider will have robust policies and procedures in place for dealing with cases where young people or vulnerable adults are identified as requiring early help, being at risk of harm or of sexual exploitation, and will ensure staff follow the procedures of the Durham Safeguarding Children Partnership and the Durham Safeguarding Adults Partnership.

#### 5.4.2 Information Governance

The Provider will have a clear confidentiality and data handling policy that is understood by all members of staff and complies with the Data Protection Act 2018.



#### 5.4.3 Cyber security

The Provider is encouraged to use the officially recognised [Data Security and Protection Toolkit](#) (DSPT), which is an online self-assessment tool that allows health and social care organisations to provide assurance that they are undertaking good data security and that personal information is handled correctly.

The Provider is encouraged to consider the following actions:

- Keep up to date with emerging cyber threats, such as Russia/Ukraine and the Log4J vulnerability, and take appropriate actions to protect its systems. The National Cyber Security Centre has issued [guidance for all UK organisations](#).
- Create or update a data and cyber security Business Continuity Plan. Organisations can [use a template and guidance produced by Digital Social Care](#).
- Ensure that correct procedures are followed for conducting data back-ups.
- Consider purchasing cyber insurance.
- Report any cyber incidents to the National Cyber Security Centre via [gov.uk](#).

#### 5.4.4 Website accessibility

It is a legal requirement that any website which is created as part of this Service and will be accessed by the public meets a minimum level standard of web accessibility. The Provider will ensure that any such website meets Web Content Accessibility Guidelines (WCAG) 2.2 level AA.

The Provider will ensure that the project plan for the development of a new website will include testing by the Commissioner on a final version of any such website before it goes live to check compliance with WCAG 2.2 level AA. Where the Commissioner identifies areas of non-compliance and requests fixes to rectify these, the Provider will action any such requests. The Commissioner will also confirm that the website's accessibility statement is correct.

The Commissioner will carry out re-testing of any such website at least every two years to confirm ongoing compliance with WCAG 2.2 level AA.

#### 5.5 Social Value

The Council is committed to improving social value in Durham, as well as supporting providers in the delivery of services. The Provider will assist the Council where possible to improve the economic, social and environmental wellbeing of the area through delivering social value.

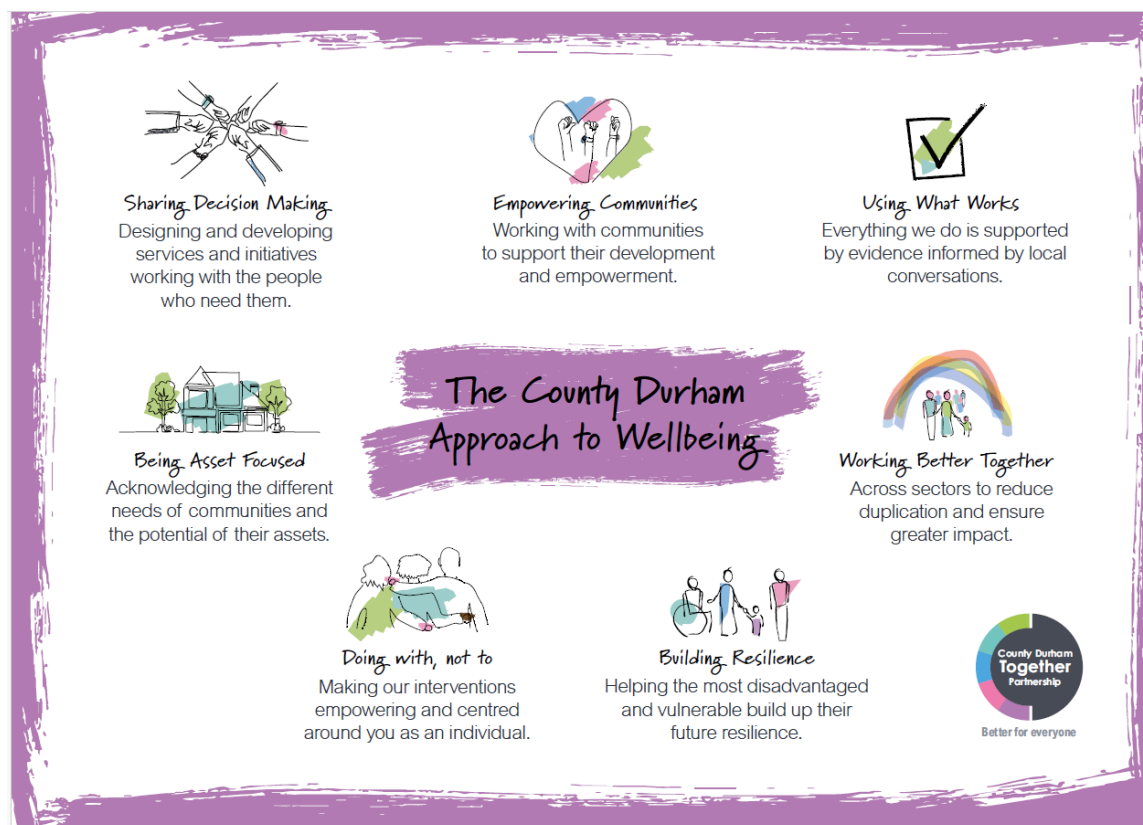
- **Social benefits** can be gained by improving personal aspirations in education, employment, living standards, social interaction, reducing dependence on public services, increasing opportunities for volunteers, and increased ownership and involvement of the service users and wider community, including the voluntary sector.
- **Economic benefits** may be gained by improving opportunities for employment, providing quality, local employment by adopting the best working practices and conditions, and by creating a better place for businesses to operate and grow.
- **Environmental benefits** may be gained from reducing waste and emissions, increasing recycling and reuse of resources, ethical purchasing (e.g. using sustainable materials and fair trade product(s)), and improving energy efficiency through reducing energy use and making sustainable energy choices.

The Provider will support local employment and will collaborate with the Council and fellow stakeholders to identify good practice. This may include information sharing, response to policy change, and potential development opportunities.

## 5.6 County Durham Approach to Wellbeing

The County Durham Approach to Wellbeing is a framework that has been developed to support conversations and inform future decisions about how local work and activities can support the wellbeing of people living in communities. The key principles of the County Durham Approach to Wellbeing are:

- Work with communities to support their development and empowerment.
- Acknowledge the differing needs of communities as well as the potential of their assets.
- Help the most disadvantaged and vulnerable and help to build up their future resilience.
- Work together across sectors to reduce duplication and ensure greater impact.
- Design and develop services and initiatives in a way that encourages co-production with the people who need services.
- Make sure interventions are empowering and person-centred.
- Use evidence supported by local conversations.



The provider will be expected to provide evidence of implementing, or working towards implementation of, the principles of the County Durham Approach to Wellbeing. Further information about the County Durham Approach to Wellbeing and can be found below.



Monitoring of the Provider's implementation of the principles of the County Durham Approach to Wellbeing will take place as part of the contract review process.

#### 5.7 Duties under the Armed Forces Covenant

The Armed Forces Act 2021 is designed to help prevent service personnel and veterans being disadvantaged when accessing public services including certain housing, education, or healthcare functions (excluding social care). Public services (and, as a result their commissioned services) now have a statutory duty to have due regard to the principles of the Armed Forces Covenant:

- the unique obligations of, and sacrifices made by, the armed forces.
- the principle that it is desirable to remove disadvantages arising for service people from membership, or former membership, of the armed forces.
- the principle that special provision for service people may be justified by the effects on such people of membership, or former membership, of the armed forces.

The Provider is expected to support the principles of the Armed Forces Covenant. This can be done by:

- Asking service users whether they or their immediate family members have ever served in the British Armed Forces and recording the response.
- Undertake staff training on the impact of armed forces life on people who have served and their dependants.
- Monitoring the service user needs of people who have served in the armed forces and adapt service delivery to meet needs.
- Consider setting up armed forces specific services and marketing them as such where need is identified.

#### 5.8 White Ribbon

Durham County Council is a White Ribbon UK accredited organisation. White Ribbon UK is a charitable organisation that encourages engagement with men and boys to end violence against women and girls. The aim is to change long established and harmful attitudes, systems and behaviours around masculinity that perpetuate gender inequality and men's violence against women. Durham County Council expects the organisations it commissions with to be aware of and supportive of the aims and principles of White Ribbon. Further information about White Ribbon can be found on their website: <https://www.whiteribbon.org.uk/>

Whilst Durham County Council would encourage provider organisations to consider becoming accredited or supporter organisations of White Ribbon, it is not a requirement of this contract.

### 6. Service Monitoring and Review Requirements

### 6.1 Key activity data and performance indicators

The Provider will report the following information to the Commissioner on a quarterly basis.

	Indicator	Target	Consequence of Breach
Tier 1: Basic awareness			
1	Number of online sessions delivered	24 per annum	Remedial action plan
2	Number of participants attending, with breakdown provided by gender, veteran status, age etc	Tracker	Not applicable
Tier 2: Intermediate			
3	Number of half-day workshops delivered	16 per annum	Remedial action plan
4	Number of participants attending, with breakdown provided by gender, veteran status, age etc.	Tracker	Not applicable
Tier 3: Comprehensive			
5	Number of 2-day ASIST courses delivered	8 per annum	Remedial action plan
6	Attendance rate by percentage (with 30 participants being 100% attendance)	80%	Remedial Action Plan
7	Breakdown of participants who have attended the training via organisation and geographical area	Tracker	Not applicable
Governance			
1	Attendance at the quarterly Suicide Prevention Alliance	100%	Remedial action plan

The above list is not exhaustive and further monitoring requirements may be agreed between the Commissioner and Provider during the contract term.

The Provider will be expected to gather feedback from all tiers, which may look like case studies, stories, and follow-up reviews.

### 6.2 Contract Review Meetings

In addition to any requirements in the Terms and Conditions for Services, the Commissioner reserves the right to require the Provider's attendance at Contract Review Meetings at any time throughout the duration of the contract. The purpose of these meetings is to monitor progress against the key performance indicators and, where necessary, review actions being taken by the Provider to drive improvement.

### 6.3 Service user feedback

The Provider will be expected to collect evaluations immediately after the session, and after 6 months, from all participants who have completed the Tier 3/ASIST course. Evaluation forms will assess their knowledge and confidence, following the course; and whether they have used the skills gained in the session.

The Provider will be required to demonstrate active engagement with service users to develop and improve the delivery of the Service. The Provider should demonstrate how systematic service user feedback is being used to shape and improve services.

The Commissioner reserves the right to conduct an independent service user survey at any time, with the full cooperation of the Provider.

#### 6.4 Compliments and complaints

The Provider will have procedures in place for recording and responding to compliments and complaints. The Provider will supply the Commissioner with details of any complaints, how these were resolved and actions to be taken to ensure any such complaints can be avoided in the future, along with how lessons learnt will be shared. The Provider may be required to attend meetings with the Commissioner to discuss the outcomes from such complaints.

#### 6.5 Incident reporting

The Provider will report incidents linked to the provision of the Service to the Commissioner as soon as they arise. These should be recorded in writing via e-mail but, in cases of extreme urgency, verbal reporting of issues (either in person, by telephone or video call) is acceptable with confirmation supplied in writing as soon as is practicably possible.

The Provider will supply the Commissioner with details of how any incidents were resolved and actions to be taken to ensure any such incidents can be avoided in the future, along with how lessons learnt will be shared. The Provider may be required to attend meetings with the Commissioner to discuss the outcomes from such complaints or incidents.

### **7. Price and Payment**

The total contract value for 1 September 2025 to 31 August 2028 is £200,000. The contract value may be increased if additional funding is secured by the Commissioner during the contract term for interventions that are consistent with the aim and objectives of the Service.

The Provider shall invoice the Commissioner ([creditors@durham.gov.uk](mailto:creditors@durham.gov.uk)) for payment monthly and the Authority shall pay within 30 days following the date of receipt of the invoice in accordance with the Contract.

### **8. Exit Plan**

The Commissioner and the Provider will, by 6 months before the contract end date, agree an Exit Plan which, when agreed, will form part of this contract and as a minimum will include the following, where appropriate:

- |  |
|--|
| <ul style="list-style-type: none"><li>• Measures to maintain performance.</li><li>• Communication plan.</li><li>• Measures to address workforce issues, including potential Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) implications.</li><li>• Official handover meeting.</li></ul> |
| <b>9. Business Continuity</b>  |
| <p>The Provider will develop appropriate plans for business continuity, including provision of sufficient staffing resources to ensure there is no disruption to service delivery in the event of staff absence or turnover, which will be provided to the Commissioner upon request.</p>                            |

## **SCHEDULE 4 – FORM OF TENDER**

### **FORM OF TENDER**

#### **Durham County Council**

Procurement for Targeted Suicide Prevention Training (The “Contract”).

To Durham County Council

I/We hereby offer and agree to execute the whole of the Services required in carrying out the above project in accordance with the following:

- The Contract Terms and Conditions as set out in Document 3b – Contract
- Our Agreement to Form of Tender and Declaration as confirmed in Document 4 – Procurement Specific Questionnaire (this document)
- Completed Pricing Schedule and response to Procurement Specific Questionnaire, Parts 1 to Part 8 (this document)
- Our commitment and declaration to an Early Payment Discount
- Relevant Clarifications

I/We acknowledge that the parties will not enter into a Contract unless and until they execute and complete a Contract incorporating the above-mentioned documents

I/We certify that this is a bona fide Tender and that I/we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person.

I / We agree that the Council may disclose the Tender information/documentation (submitted to the Council during this Procurement) more widely with other Public Sector Contracting Authorities for the purpose of ensuring effective public sector procurement processes, including the benchmarking of costs against other organisations to ensure value for money is being obtained.

I/We also certify that we have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this Tender any of the following acts: -

- (a) Communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender.
- (b) Enter into any agreement or arrangement with any other person to the effect that such person shall refrain from tendering or as to the amount of any tender to be submitted.
- (c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above.

In this Certificate, the word "person" includes any persons or body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

#### DECLARATION

I have checked that all questions have been answered, where applicable, and that supporting documents are enclosed, if and as requested.

I certify that the information supplied is accurate, to the best of my knowledge, and I accept the conditions and undertakings of the procurement documentation and process.

I certify that I have not canvassed any member, Director, employee, representative or adviser of the Council in connection with this procurement process.

I understand that untrue, inaccurate or out of date information could result in my organisation not being invited to tender or disqualified at any point in the procurement process or in the termination of the contract, if already awarded.

I understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action could result in my organisation not being invited to tender or being disqualified at any point in the procurement process or in the termination of the contract, if already awarded.

Signed	Sam Hunter
Name	Sam Hunter
On behalf of (bidding organisation)	If U Care Share Foundation
Position in organisation	Project Manager
Email address	sam@ifucareshare.co.uk
Telephone Number	01913875661
Date	25/07/2025

Please confirm name and email address details, if awarded, for digital Contract signatures:

Name	Matthew Smith
Email address	matthew@ifucareshare.co.uk

Name	David Brown
Email address	david@ifucareshare.co.uk





## SCHEDULE 5 – TENDER

Question Number	Question: Targeting, Engaging and Launch	Weighting: 35%
<b>4.2.1</b>	<p>Having specific regard to the requirements detailed in Document 3a Service Specification; please provide detail on your approach of how you will target, engage and launch the service.</p> <p>Your response should adequately address, with sufficient supporting detail, the following key elements:</p> <p>4.2.1.1 Detail how you will launch, continually promote and deliver the service across all services and organisations who work with the priority groups as detailed in the specification.</p> <p>4.2.1.2 Detail your understanding and awareness of suicide related issues within County Durham.</p> <p>4.2.1.3 Detail how you will target and engage those who are involved with the identified cohorts to promote and deliver training i.e. recruitment strategy.</p> <p>4.2.1.4 Detail how will you manage reactive training delivery as unexpected needs arise in relation to the real time data surveillance process.</p> <p>4.2.1.5 Detail how you will maximise attendance at training courses to ensure value for money.</p> <p>Your response should adequately address with sufficient supporting detail to allow evaluators to utilise their professional judgement when evaluating your response.</p>	

Score	Evaluation Criteria
<b>0</b>	No response or the response is not relevant or is extremely limited.
<b>1</b>	The response provides sufficient detail of an adequate approach for up to and including 1-3 of the key elements, with sufficient detail, in the specific context of the Service Specification.
<b>2</b>	The response provides sufficient detail of an adequate approach for 4 of the key elements, with sufficient detail, in the specific context of the Service Specification.
<b>3</b>	The response provides sufficient detail of an adequate approach for all 5 of the key elements, with sufficient detail, in the specific context of the Service Specification.
<b>4</b>	The response provides sufficient detail of an adequate approach for all 5 of the key elements and where at least 1-2 of the key elements provides detail of a particularly effective approach, in specific context of the Service Specification.
<b>5</b>	The response provides sufficient detail of an adequate approach for all 5 of the key elements and where 3 or more of the key elements provides detail of a particularly effective approach, in specific context of the Service Specification.

<b>Written Response:</b>
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- Written response maximum of 500 words in total for each key element for question 4.2.1
- Please provide your word count at the end of your response.
- Bullet points, tables, images, charts and graphics are acceptable.
- If a bidder exceeds the number of words set for this question, then the responses to the question will be evaluated only up to the stipulated number of words detailed.
- For any acronyms or abbreviations, bidding organisations must write the full wording of the acronyms or abbreviations the first time of use, followed by the acronyms or abbreviation itself in brackets – for example: “Durham County Council (DCC)”.
- Evaluators will only consider information that is provided in the relevant box and that it complies with the above.

#### **Written response here for Question 4.2.1.1**

If U Care Share Foundation (IUCSF) is deeply rooted in County Durham, with a long-standing presence and a clear understanding of the county's unique challenges and strengths. As a local provider with national reach, we bring both community insight and sector-leading expertise in suicide prevention.

Our promotional strategy is shaped by our active involvement in Multi-Agency Assurance Reviews and the Suicide Prevention Alliance. These forums, along with IUCSF being a founding partner of the Durham Mental Wellbeing Alliance allow us to stay responsive to emerging needs and adjust our outreach accordingly. Using a blend of digital and community-based methods to keep the service visible and accessible, regular updates and training testimonials shared via social media, a public-facing training calendar with online booking, and materials distributed through local networks.

We recognise the importance of Local Networks (formerly Area Action Partnerships) and see these as a vital resource that we can utilise to not only build relationships evenly across the footprint, but utilise for both recruitment, delivery and further intelligence against the priority groups. To reach those identified in the specification, we will take the following targeted actions:

Children and young people, particularly those in or leaving care: we maintain strong relationships with schools. We have introduced support to Pupil Referral Units and Alternative Provision settings, allowing us to deploy our resources quickly to support teams.

Middle-aged men: Partnerships with football clubs and local sports leagues to reach familiar, non-clinical settings. We will also collaborate with employers in male-dominated industries. We hold partnerships with several grassroots projects, including The Men's Shed.

People who have self-harmed: We will work with local NHS services and crisis teams to offer training to staff and volunteers who support post-crisis. IUCSF has worked alongside the ICB to develop a training model that can be utilised in similar settings across DCC.

People in contact with mental health services: Collaborate with Community Teams, Primary Care, and voluntary sector providers to embed training into existing support pathways. Having supported 6000+ individuals as the commissioned provider for Postvention services in DCC for 10+ years, we have built a network of contacts.

People in contact with the justice system: IUCSF Pioneered the Real Time Early Alert System with Durham Constabulary and trained 300 Officers. Recent work has also seen us embedded with Frankland Prison to support Prison Officers. Extending into the justice system to work with suspected offenders and prisoners through our connections with Durham Agency Against Crime and NEPACS, a Durham-based charity which promotes positive futures for prisoners, offenders and their relatives.

Autistic people: We will work with local autism support organisations and Special Educational Needs teams to promote training to families, carers, and professionals supporting autistic people. We maintain a dialogue with the North East Autism Society.

Pregnant women and new mothers: Identified as a priority group within our 2025-2030 vision. We have begun to develop natal specialisms within our team. Offering maternity services, health visitors, and family hubs training and promote training through antenatal classes and postnatal support groups.

Insert word count here: 500

#### **Written response here for Question 4.2.1.2**

If U Care Share Foundation (IUCSF) has worked in suicide prevention across County Durham for over 15 years. Our organisation was founded after Daniel, a 19-year-old from County Durham, took his own life. This tragedy is the foundation of all our work — giving us a deeply personal, lived understanding of the devastating impact of suicide and a commitment to preventing others from experiencing the same loss.

County Durham continues to experience one of the highest suicide rates in England, with an average of 74 deaths per year (16.4 per 100,000; 2021–23). Each death affects up to 135 people — many of whom we support through our bereavement (postvention) services. These responses allow us to monitor emerging trends across towns, villages and even specific streets, using both real-time and longitudinal data.

Our mission has always been deeply personal and profoundly impactful. As people who have experienced the devastating loss of a loved one to suicide, we know first-hand the immense pain and enduring ripple effects it can cause within a family and community. IUCSF was born out of a desire to prevent others from experiencing such loss and to provide hope and support to those in need.

We have directly supported more than 6,500 individuals in County Durham affected by suicide or at risk. This has given us unique insight into the emotional, social, and systemic factors behind suicide, from stigma and trauma, to financial hardship, addiction, identity, and isolation.

The Real-Time Early Alert System, developed with Durham Constabulary, enables rapid support following suspected suicides and near-miss incidents. This allows us to identify high-risk locations, respond to local need quickly, and deliver reactive training and support. We are currently involved in prevention planning at a second high-frequency/high-profile location in the county.

We also understand the growing role of social media and digital communication in shaping suicidal behaviour - especially among younger people. Our training equips people to recognise online risk indicators and respond appropriately, including signposting to support.

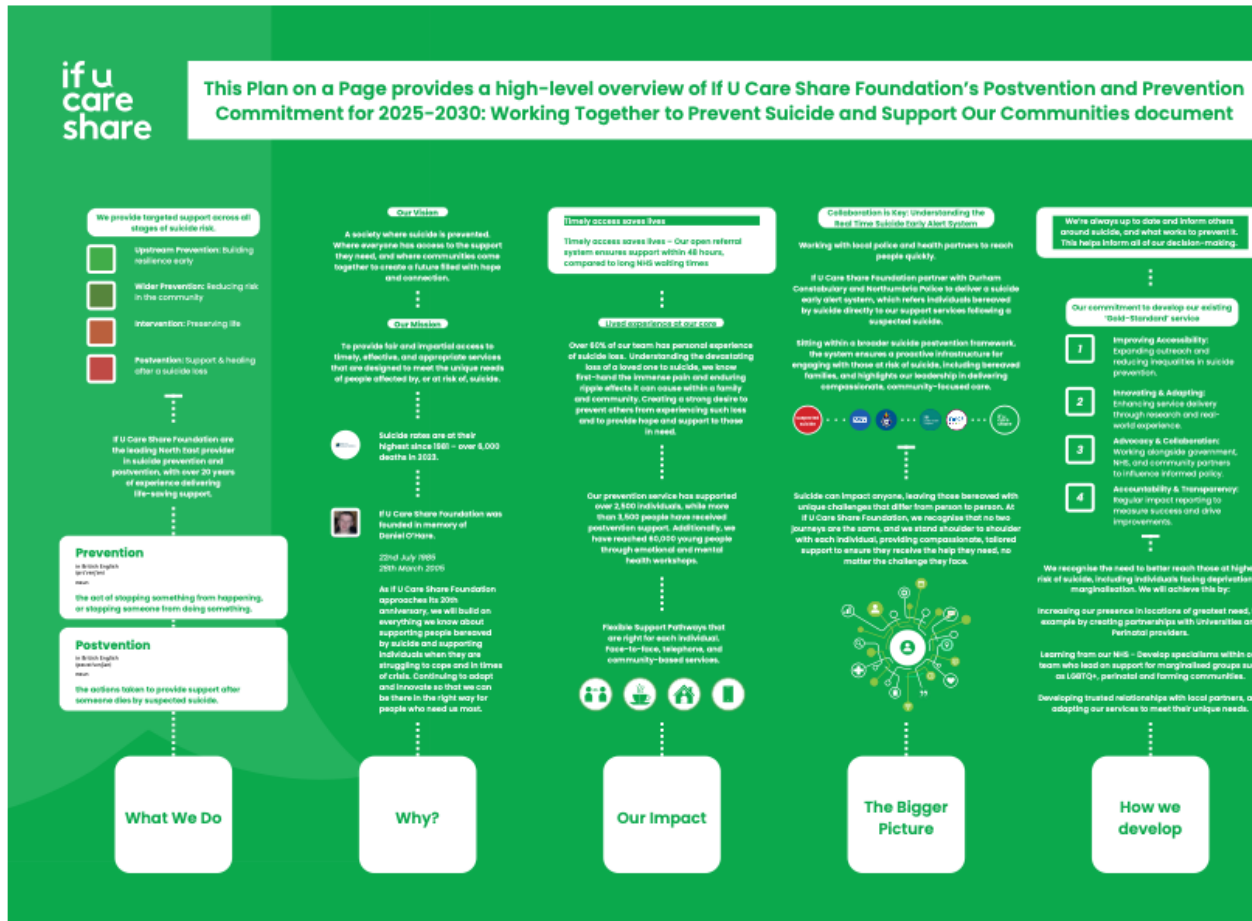
IUCSF integrates its work across multiple system levels: Integrated Neighbourhood Teams, Primary Care Networks, Community Mental Health Transformation, and Area Action Partnerships (AAPs). This ensures that conversations around suicide prevention are not siloed, but part of wider mental health strategy and planning.

We take a trauma-informed, person-centred approach, shaped by those we support. Our training - used in schools, prisons, sports clubs and workplaces, includes lived experience, practical tools, and language that

addresses stigma and builds confidence to talk about suicide. Our holistic offer is designed to meet the complex and intersectional needs of individuals, recognising that suicide does not occur in isolation.

Our understanding is enhanced by engagement with national and international models, including Baton Rouge Crisis Centre (USA) and Western Health Trust (Northern Ireland), informing our early intervention and bereavement work. IUCSF was the first service of its kind in England.

In short, our understanding of suicide in County Durham is both deeply personal and professionally informed — grounded in lived experience, data, innovation, and over a decade of trusted frontline delivery.



Insert word count here: 500

### Written response here for Question 4.2.1.3

IUCSF will adopt a multi-layered recruitment strategy to target professionals, volunteers, and organisations supporting the identified priority groups. Our approach is informed by over 15 years of experience delivering suicide prevention and postvention services across County Durham.

We will begin by mapping current networks, services, and delivery partners aligned with each cohort, using our trusted relationships with DCC, ICBs and VCSOs. We welcome the opportunity to collaborate with commissioners to identify new partners and promote take-up through their wider networks.

A key differentiator is our existing involvement in Multi Agency Assurance Reviews (MAARs) across the county. IUCSF supports families bereaved by suicide, helping agencies to understand the impact of service delivery and to reflect on systemic gaps. These reviews often involve individuals with multiple service contacts, and learning from them directly informs our training. This insight enables us to deliver agile, timely training to professionals when gaps are identified, ensuring it is relevant, actionable, and supports system-wide learning. This responsive model will help us to target key groups as soon as learning needs emerge.

As identified in the Health and Wellbeing Board - We believe this is a great opportunity to link up conversations about suicide prevention across Integrated Neighbourhood, Primary Care Network, Community Mental Health, AAPs and will deepen our conversation that is already ongoing and enhance our support with a training element. We are willing to link existing work with this new opportunity to provide the best possible support and outcomes for individuals and professionals alike. Drawing on vast experience across County Durham, we are well positioned to build on trusted partnerships and existing infrastructure. This service will be an extension of our commitment to early intervention, whole-system learning, and delivering compassionate, community-rooted support.

#### Tier 1

We will maximise awareness and engagement by:

- Promoting sessions through our social media platforms
- Hosting a dedicated webpage with a user-friendly booking system.
- Producing promotional materials aligned with public health messaging and distributing them via libraries, GP practices, schools, community centres, and sports clubs.
- Attending community events and working through grassroots and lived-experience networks to reach those less likely to access mainstream mental health support.

#### Tier 2

We will work closely with third-sector organisations and relevant frontline services, using:

- Existing forums and networks such as Durham Voice.
- Outreach to community groups involved in suicide prevention, bereavement support, and working with vulnerable populations
- Targeted email campaigns and presentations at local alliance meetings.
- Co-designed training sessions to reflect the unique needs of each organisation.
- Partnership with Local Networks (AAPs) to extend existing reach.

#### Tier 3

IUCSF will build on our established relationships to engage Tier 3 professionals, including:

- Durham Constabulary, where we've delivered bespoke training and postvention support to over 300 officers.
- Social care, probation, prison, and safeguarding professionals via County Durham's existing workforce development and partnership forums.
- Housing providers including Karbon Homes, Believe Housing, and Bernicia Homes, where we have delivered previous training and can now provide refresher or advanced sessions.

Insert word count here 491

**Written response here for Question 4.2.1.4**

IUCSF is uniquely equipped to respond to reactive training needs and unexpected demands arising from real-time suicide surveillance processes.

IUCSF has a proven track record of responding swiftly and sensitively to emerging suicide-related needs across County Durham. As the organisation that pioneered the Real Time Early Alert System in partnership with Durham Constabulary and DCC, we are uniquely positioned to deliver reactive training in response to real-time data.

Our approach to reactive training is built on three key pillars: preparedness, flexibility, and collaboration.

As a nationally recognised leader in both suicide prevention and postvention support, IUCSF has pioneered innovative ways of working across multiple settings, education, community, policing, and healthcare. We are one of the first organisations in the UK to operationalise this data-led, early-response model, making us highly attuned to the dynamic needs it presents.

Real-time data often brings to light emerging risks, cluster patterns, or vulnerable groups in need of immediate support. IUCSF has designed its operational model to be flexible and responsive, with a team of experienced facilitators who can be mobilised at short notice to deliver bespoke training sessions. Whether it's upskilling frontline professionals after a suspected suicide or delivering targeted awareness training in a school or community experiencing heightened distress, we have the processes, partnerships, and credibility to respond sensitively and effectively.

Our ability to balance planned training delivery with reactive capacity has been demonstrated repeatedly, particularly in our work with Durham Constabulary, where we've delivered timely support to police officers, custody staff, and community partners following critical incidents. We also maintain strong working relationships with schools, housing providers, and voluntary sector organisations, which allows us to embed training interventions rapidly when intelligence identifies a need.

Our team can deliver sessions during evenings and weekends, and we have access to a network of community venues across the county. This allows us to respond within days of a real-time alert, minimising delays and ensuring support reaches those who need it most.

IUCSF operates a rolling reflective practice model, using insights from the NRTSSS system and MAARs to ensure that training remains relevant, evidence-informed, and contextually appropriate. We actively involve those with lived experience in shaping our reactive delivery to ensure it is both trauma-informed and emotionally safe for participants.

In a recent case, following a series of suspected suicide, IUCSF was able to deliver Tier 1 awareness training to local residents and Tier 2 sessions to school staff and youth workers within one week of the alert. Feedback showed increased confidence in recognising warning signs and starting conversations about suicide.

This contract would represent the largest training programme being delivered by If U Care Share Foundation, and as such, it will be treated as a strategic organisational priority. We will allocate dedicated capacity and senior oversight to ensure delivery is prompt, responsive, and of consistently high quality with the flexibility to adapt quickly to reactive training needs as they arise.

Insert word count here 466

If U Care Share Foundation (IUCSF) is committed to delivering training that is impactful, inclusive, and well-attended. Our approach to maximising attendance is centred on targeted promotion, flexible delivery, proactive engagement, and continuous improvement. High attendance not only ensures better value for money, but also enriches each session by bringing together diverse experiences and perspectives.

We are experienced in delivering Tier 1 and Tier 2 training and can adapt content to suit the needs of specific groups. For Tier 2 sessions, typically involving voluntary or community organisations, we tailor content to the lived experiences, job roles, and challenges of participants. For example, we have adapted our training for Orthodox Jewish community leaders in Gateshead, Humankind LGBTQIA+ services, and HMRC employees. While the core message remains consistent, each session reflects the unique realities of its audience. This includes:

- Using real-world case studies drawn from the participants' setting
- Teaching practical skills such as active listening, early intervention, and safe signposting
- Addressing issues specific to the service users being supported, such as youth mental health or marginalisation

To ensure sessions are well-attended and accessible, we offer training through both in-person and digital formats, with options for evening and weekend delivery. Sessions will be advertised through a centralised online calendar and booking platform, promoted across social media, newsletters, GP surgeries, schools, community venues, and through our extensive partner networks. We will co-brand promotional materials with Durham County Council (DCC) and work with trusted delivery partners to enhance reach.

Attendance will be confirmed in advance, with SMS and email reminders issued to reduce no-shows. For Tier 3 (ASIST) training, we will slightly overbook (e.g. 28 spaces for 26 seats) and maintain a waiting list to ensure full attendance. Where needed, we will follow up with non-attendees to understand and address any barriers.

IUCSF has a track record of working collaboratively with public and voluntary sector partners. We will work closely with DCC, local ICBs, schools, police teams, and community hubs to identify and recruit individuals from priority groups. Where appropriate, we will embed training opportunities within existing team meetings or organisational development plans, increasing relevance and participation.

All venues will be welcoming and accessible, with interpreter services or alternative formats available on request. We will ensure all training materials reflect the diversity of the communities we serve.

We will monitor attendance in real-time and evaluate trends quarterly, allowing us to adjust our delivery plan based on local demand. We will collect demographic data to monitor equity and adapt formats or delivery methods where needed.

By maximising attendance, we ensure each session delivers the highest possible social impact per pound spent. Our approach contributes directly to the contract's targets, including 80% attendance for Tier 3 training, and supports wider outcomes such as stigma reduction, earlier intervention, and improved community resilience.

IUCSF has delivered training to over 70,000 young people and 10,000 adults. Our reputation, adaptability, and person-centred approach ensure that training is well-attended, effective, and provides strong value for public investment.

Insert word count here 495



Question Number	Question: Staffing Structure, Proposed Timetable	Weighting: 25%
4.2.2	<p>Having regard to RSO Document 3a Service Specification, please provide the following in a separate Microsoft compatible document which will be considered together with your response to the below requirements:</p> <ul style="list-style-type: none"> <li>Staffing structure for this contract / service - must show the proposed structure for the service, including detail of job titles and roles / qualifications / experience / whole time equivalent (WTE).</li> <li>Delivery programme for initial 12 months of the contract with a delivery commencement date of the 1st September 2025</li> </ul> <p><b><u>Failure to submit your staffing structure and / or delivery programme will result in you scoring 0 for this question.</u></b></p> <p>Your response should adequately address, with sufficient supporting detail, the following key elements:</p> <p>4.2.2.1 Narrative to support your proposed Staffing Structure and Delivery Programme including contingency for reactive training.</p> <p>4.2.2.2 Detail how you will ensure that the lead and key personnel are made available for the contract and are retained throughout the course of the contract, including contingency plans should the available staff be unavailable/absent for whatever reason during the programme delivery.</p> <p>Your response should be sufficiently detailed to allow evaluators to utilise their professional judgement when evaluating your response.</p>	

Score	Evaluation Criteria
0	No response is provided; no staffing structure and / or delivery programme is provided, or poor response with inadequate details on key elements.
1	The response provides a limited level of information which is relevant to the question, and/or gives cause for a low level of conviction by evaluators that the organisation has demonstrated how they will resource the contract and/or evaluators have low confidence that the delivery programme meets the service specification including commencement date.
3	The response provides an adequate level of information which is relevant to the question, and/or gives cause for a moderate level of conviction by evaluators that the organisation has

	demonstrated how they will resource the contract and/or evaluators have moderate confidence that the delivery programme meets the service specification including commencement date.
5	The response provides a good level of information which is relevant to the question, and/or gives cause for high level of conviction by evaluators that that the organisation has demonstrated how they will resource the contract and/or evaluators have high confidence that the delivery programme meets the service specification including commencement date.

#### Written Response:

- Written response maximum of 500 words in total for each key element for question 4.2.2
- Please provide your word count at the end of your response.
- Appendices that are relevant to each requirement **must** be suitably cross-referenced
- Bullet points, tables, images, charts and graphics are acceptable.
- If a bidder exceeds the number of words set for this question, then the responses to the question will be evaluated only up to the stipulated number of words detailed.
- For any acronyms or abbreviations, bidding organisations must write the full wording of the acronyms or abbreviations the first time of use, followed by the acronyms or abbreviation itself in brackets – for example: “Durham County Council (DCC)”.
- Evaluators will only consider information that is provided in the relevant box and that it complies with the above.

#### Written response here for Question 4.2.2.1

To ensure a robust and high-quality approach to delivering this service, a multidisciplinary team will oversee all aspects of delivery. The dedicated staffing structure – comprising a Head of Training and Development (HOTD), a Training Administrator (TA), and a pool of sessional presenters – offers a focused, scalable, and cost-effective model designed to build long-term capacity and responsiveness.

Alongside this structure, a detailed delivery programme has been developed for Year 1 of the contract. This outlines a monthly schedule with key milestones and adopts a phased roll-out across the three tiers to ensure each is embedded effectively and delivers maximum impact. Consideration has been given to seasonal fluctuations in engagement to optimise attendance. In addition to direct delivery, the programme includes planning, stakeholder engagement, and quarterly reporting to ensure accountability and continuous improvement.

The HOTD will provide strategic leadership, ensuring all training is evidence-based, aligned with national standards, and tailored to local and emerging needs. This full-time role within the organisation provides continuity, oversees quality assurance, and leads evaluation. The HOTD also ensures all delivery staff receive the appropriate support through bi-monthly 1:1s, annual appraisals, access to external clinical supervision, and informal management check-ins.

The TA ensures the smooth day-to-day operation of the programme, managing logistics, participant records, bookings, and communications. Their role is vital to efficient coordination, data capture, and timely reporting.

Our use of sessional presenters enables us to draw on a diverse group of experienced trainers, many of whom bring lived experience of suicide or bereavement. This enriches delivery with authenticity and relevance. It also

provides a flexible model that can scale up or down according to demand, without compromising on quality or consistency.

#### Contingency and reactive planning

Our model is inherently resilient. Stable strategic leadership from the HOTD ensures the capacity to respond rapidly to changes or urgent needs, such as emerging trends identified through MAARs or spikes in demand following critical incidents. The TA maintains updated schedules, contact lists, and contingency plans to enable swift adjustments to the delivery programme. The sessional presenter model allows us to deploy additional resource or cover at short notice, including evenings or weekends if required.

This combination of leadership, operational support, and flexible delivery ensures the programme can adapt to meet reactive training needs while maintaining high standards. Over the three-year contract period, the structure enables consistent delivery, local capacity-building, and the opportunity for iterative learning and improvement. It strikes the right balance between strategic oversight, practical delivery, and meaningful engagement — the foundations of an effective and impactful suicide prevention training programme.

Insert word count here 421

#### Written response here for Question 4.2.2.2

This contract would be the largest training contract IUCSF would be delivering and therefore this would be given priority over any other contracts. In addition, the contract value means that capacity could be focussed on this contract for the duration.

The service will be managed by our Head of Training and Development who has worked within our charity for over 10 years in both a voluntary and employed capacity. As the identified lead he will ensure that the contract is delivered as expected and has a strong track record in delivering programmes of this nature. Should the Head of training and development be unavailable the charity employs a full-time project manager who could oversee the project in any interim arrangements.

Having trialled a number of different approaches IUCSF trainers are now employed on sessional contracts which allows them to follow other areas of their own personal work. This flexibility enables presenters to provide more hours when capacity demands and allows greater freedoms at times of low demand. For all tier 1 and 2 courses there will be a primary deliverer and a presenter on standby should any on the day changes be required. As training delivery will be planned within a 6-month period this will enable us to retain staff and ensure appropriate levels of work. If for any reason a course could not go-ahead alternative dates would be offered at the earliest opportunity. In the history of IUCSF only three courses have had to be rearranged with over 80% of potential attendees booking on alternative dates in the cases of cancellation.

In addition, IUCSF has an enhanced wellbeing package for staff recognising the challenges the work creates and is referenced regularly by employees as a key contributor to retention. The wellbeing offer at If U Care Share Foundation is designed to support the emotional and mental health of its staff and volunteers, recognising the often emotionally challenging nature of suicide prevention and postvention work. We're proud to be classed as a Great Place To Work (<https://www.greatplacetowork.co.uk>) due to our enhanced offer which includes:

- 5 wellbeing days per annum and a wellbeing hour each month
- Access to our Health Assured Employee Assistance Programme
- Access to Counselling & Clinical Supervision

- Access to Aromatherapy

In year 1 IUCSF will have two staff available to deliver ASIST and by year 2 another two staff will be trained meaning for all Tier 3 courses there will be alternative trainers if needed.

Insert word count here 407

Question Number	Question: Evaluation	Weighting:20%
4.2.3	<p>Having specific regard to the requirements detailed in Document 3a Service Specification; your response should adequately address, with sufficient supporting detail, the following key element:</p> <p>4.2.3.1 Describe your approach to evaluating the effectiveness and impact of the programme both short term and long term.</p> <p>Your response should be sufficiently detailed to allow evaluators to utilise their professional judgement when evaluating your response.</p>	

Score	Evaluation Criteria
0	Poor or unacceptable response with no real understanding of what is required in the specific context of the Service Specification.
1	A response which provides limited information regarding the approach to evaluating the effectiveness and impact of the training programme both short term and long term.
3	A response which provides an adequate level of information regarding the approach to evaluating the effectiveness and impact of the training programme both short term and long term.
5	A response which provides a good level of information regarding the approach to evaluating the effectiveness and impact of the training programme both short term and long term.

Written Response:

- Written response maximum of maximum of 500 words in total for each key element for question 4.2.3
- Please provide your word count at the end of your response.
- Bullet points, tables, images, charts and graphics are acceptable.
- If a bidder exceeds the number of words set for this question, then the responses to the question will be evaluated only up to the stipulated number of words detailed.
- For any acronyms or abbreviations, bidding organisations must write the full wording of the acronyms or abbreviations the first time of use, followed by the acronyms or abbreviation itself in brackets – for example: “Durham County Council (DCC)”.
- Evaluators will only consider information that is provided in the relevant box and that it complies with the above.

#### **Written response here for Question 4.2.3.1**

If U Care Share Foundation will implement a robust evaluation framework to measure both the short-term effectiveness and long-term impact of the training programme across all three tiers. Our approach is designed to ensure we capture meaningful data that can inform continuous improvement, demonstrate value for money, and support wider system learning.

##### **Tier 1, Universal Offer**

For Tier 1 training, we will capture baseline knowledge and perceptions through initial screening questions included in the booking form. This ensures we avoid using valuable session time for administrative tasks. At the end of each session, participants will complete a short post-event feedback form, assessing satisfaction, knowledge gained, and confidence in applying learning.

A 3-month follow-up survey will be issued via email to assess retention, behaviour change, and whether the training has influenced personal or community-level actions. All forms will collect anonymised demographic, geographic, and socio-economic data, including age, gender, veteran status, job role, and postcode, to support equality monitoring and identify gaps in reach.

##### **Tier 2, Voluntary Sector and Relevant Services**

Tier 2 participants will complete a more comprehensive pre-course form, establishing baseline confidence and understanding. A detailed post-course evaluation will assess improvements in knowledge, skills, and self-reported preparedness to support individuals in distress.

A 3-month follow-up will evaluate how the training has been applied in practice, the usefulness of the content, and any observed impact on service users or organisational processes. Standardised demographic data collection will allow us to track uptake and outcomes by area and priority group.

##### **Tier 3, High-Contact Professionals**

Tier 3 training will be delivered in alignment with ASIST (Applied Suicide Intervention Skills Training) recognised standards, where appropriate. Evaluation will include in-depth pre- and post-training assessments of knowledge, confidence, and intervention readiness.

We will collect additional data on geographic coverage, workforce representation, and engagement with priority cohorts, ensuring the training contributes meaningfully to system-wide prevention goals.

##### **Qualitative Evaluation**

Across all tiers, we will gather qualitative data through optional follow-up questionnaires and interviews. These will include:

- Case studies demonstrating how training has been applied in real-world settings,

- Stories of change, capturing both individual and organisational shifts in culture, practice, or policy,
- Examples of joint collaboration prompted or improved as a result of the training.

All evaluation data will be regularly analysed and reviewed to shape ongoing delivery, report back to commissioners, and contribute to local and regional suicide prevention learning.

Further options to consider

Where appropriate and subject to commissioning agreements, If U Care Share Foundation would seek to report relevant outcomes and performance data into the NHS Mental Health Services Data Set (MHSDS). We understand the value of contributing to national datasets that track access, equality, and effectiveness of services. Our data collection methods already align with key demographic and service indicators, and we would be prepared to explore technical and governance requirements to support this integration in partnership with NHS and ICB colleagues.

Insert word count here: 476

## SCHEDULE 6 – CHANGE CONTROL NOTE

Template example or signed letter of variation to contain the relevant detail of change

Ref No:	
Date of change:	
Title of Change:	
Details of Change:	
Reasons for Change:	
Impact of Change:	
Timetable of activity/ delivery:	
Price:	
Provider:	Signed:
Council Response: Accept/Reject	Signed:
<i>Note: The format of the Change Control Note may vary from time to time in circumstances where additional information is deemed necessary by the Council or the Provider in order to accurately reflect the nature of the change.</i>	

**SCHEDULE 7 – PROCESSING PERSONAL DATA**

Not used

**SCHEDULE 8 – LIST OF ELIGIBLE EMPLOYEES AND THIRD-PARTY EMPLOYEES (TUPE)**

Not used.

**SCHEDULE 9 – NATIONAL THEMES, OUTCOMES AND MEASURES (TOMS)**

Not used.

**SCHEDULE 10 - EXIT MANAGEMENT PLAN**

Not Used.



**Signed on behalf of THE COUNTY COUNCIL  
OF DURHAM by**

Name G Wilson




G Wilson (Sep 19, 2025 11:18:47 GMT+1)

Position Consultant in Public Health

**Signed on behalf of THE COUNTY COUNCIL  
OF DURHAM by**

Name K. G. Wilkinson



K. G. Wilkinson (Sep 18, 2025 11:28:37 GMT+1)

Position Public Health Strategic Manager

**Signed on behalf of the Provider by**

Name matthew smith



Position Chief Executive Officer

Email matthew@ifucareshare.co.uk

**Signed on behalf of the Provider by**

Name David Brown



Position Head of Training and Development

Email david@ifucareshare.co.uk