



SHORT FORM SERVICES AGREEMENT

between

THE COUNTY COUNCIL OF DURHAM (1)

AS COUNCIL

AND

NORTHUMBRIA UNIVERSITY (2)

AS PROVIDER

CONTRACT FOR THE

PROVISION OF

POSITIVE BEHAVIOURAL SUPPORT LEVEL 6/7

OPEN REFERENCE: OPEN20251413

DATE OF AGREEMENT: 13/10/2025

CONTRACT PARTICULARS

Contract Title	Contract for the Provision of Positive Behavioural Support Level 6/7	
Council	The County Council of Durham	
Provider	Northumbria University	
Documents included in the Contract	Contract Particulars; Terms and Conditions: Schedules: 1. Service Specification 2. Due Diligence & Declaration/Proposal 3. Pricing Schedule & Modification 4. Data Protection	
Requirement for Enhanced DBS Checks	No	
Requirement for Criminal Records Checks	No	
Exit Management Plan required	No	
Commencement Date	25/08/2025	
Contract End Date (and any option to extend)	30/10/2026	
Summary of Services	see attached specification	
Contract Price	see attached pricing schedule	
Key Personnel		
Council Authorised Officer(s)		
Name	Position	Contact Details
Danielle Barnes	Commissioning Workforce Officer	Danielle.barnes@durham.gov.uk

Contract Manager	
Bronwyn Mthimunye	Contact Details bronwyn.mthimunye@northumbria.ac.uk

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

Name Neil Jarvis

Position Deputy Director of Place

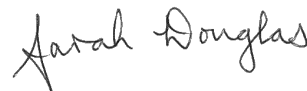


Neil Jarvis (Oct 13, 2025 07:01:59 GMT+1)

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

Name Sarah Douglas

Position Strategic Commissioning Manager, OP, PDSI



Signed on behalf of the Provider by

Name Alison Machin

Position Head of School



Alison Machin (Sep 22, 2025 09:55:15 GMT+1)

Email alison.i.machin@northumbria.ac.uk

[Signed] [Witnessed] on behalf of the Provider by

Name

Position

Email

THIS AGREEMENT IS DATES AS PER FRONT PAGE

BETWEEN

- (1) The County Council of Durham of County Hall, Aykley Heads, Durham, DH1 5UZ (**Council**).
- (2) Northumbria University whose registered office is Sutherland Building, College Road, Newcastle upon Tyne NE1 8ST (**Provider**).

BACKGROUND

- A. The Provider submitted a due diligence in March 2025.
- B. On the basis of the Provider's due diligence, the Council selected the Provider to provide the Services to the Council in accordance with this Contract.

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TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

1.1 In these conditions of contract (“**Conditions**”), unless the context requires otherwise, the following words and phrases shall have the following meanings:

Associated Person	any person the Provider relies or relied upon to satisfy the Conditions of Participation (other than a guarantor).
Authorised Representative	means the person duly appointed by the Provider in accordance with Clause 6 and notified in writing to the Council to act as the primary representative for the Provider for the purposes of this Contract.
Bribery Act	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Change	means any change to this Contract including to any of the Services.
Change Control Note	means the written record of any Change agreed or to be agreed by the parties pursuant to the procedure in Clause 11.
Change in Law	means any change in any Law which impacts on the performance of the Services and which comes into force after the Commencement Date (as set out in the Contract Particulars).
Change of Control	has the meaning given in Clause 12.
Commercially Sensitive Information	means any Confidential Information comprised of information: (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 (b) that constitutes a trade secret;
Confidential Information	means all confidential information (however recorded or preserved) disclosed by a party or its employees, workers, subcontractors, and agents to the other party and that party's employees, workers, subcontractors, and agents in connection with this Contract, including but not limited to: (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

(b) any information developed by the parties in the course of carrying out this agreement;

(c) any Commercially Sensitive Information.

Connected Person	has the meaning given in Paragraph 45, Part 3, Schedule 6 of the Procurement Act 2023.
Contract	means the legally binding agreement made between the Council and the Provider for the provision of the Services incorporating the Contract Documents.
Contract Documents	shall mean the Purchase Order and these Conditions together with the documents listed in the Purchase Order which may include the invitation to tender documents or the Provider's quotation or tender or provider proposal response and all specifications, plans, drawings and fee schedules which are relevant to the Contract.
Contract Manager	means the person duly appointed by the Council in accordance with Clause 6 and notified in writing to the Provider to act as the representative for the Council for the purposes of this Contract or as amended from time to time and in default of such notification shall be the Council's Chief Procurement Officer or similar responsible officer.
Contract Performance Notice	means a notice used to publish the information required to be published under section 71 of the Procurement Act 2023
Council	means the County Council of County Durham, whose principal office is at County Hall, Aykley Heads, Durham, DH1 5UZ.
Debarment List	means the list of suppliers referred to in section 62 of the Procurement Act 2023.
Default	means any breach of the obligations under the Contract (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Provider in connection with or in relation to the subject-matter of the Contract and in respect of which the Provider is liable to the Council.
EIRs	means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
Fee	means the fee or price agreed between the Council and the Provider for the provision of the Services.
FOIA	means the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Fraud	means any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Council.
General Change in Law	means a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.
Good Industry Practice	means in relation to the performance of any activity to which this standard is applied, the exercise of that degree of skill, diligence, prudence and foresight as would reasonably be expected from a properly qualified and competent person engaged in carrying out services of a similar size, nature, scope, type and complexity, complying with all Legal Requirements and applicable British, European and international standards and published codes of practice;
Information	for the purposes of Clause 26, has the meaning given under Section 84 FOIA.
Insolvency Event	means a situation where the Provider is a company and in respect of the Provider any of the following events occur: (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 (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 (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 (4) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or (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 (6) it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or (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 (8) any event similar to those listed between (a) to (g) occurs under the law of any other jurisdiction.

Intellectual Property Rights	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
‘Key Performance Indicators’ or ‘KPIs’	both mean the key performance indicators that may be required under this Contract.
Key Personnel	are the persons agreed between the parties or specified in the Contract Documents as key personnel who are required to provide the Services on behalf of the Provider;
Legal Requirement	means any of the following: (i) any enactment to the extent that it applies to that party; (ii) any regulation made by the Council to the extent that it applies to that party (iii) any interpretation of law, or finding, contained in any judgement given by a court or tribunal of competent jurisdiction in respect of which the period for making an appeal has expired which requires any legal requirement falling within paragraphs (a) or (b) above to have effect in a way which is different to that in which it previously had effect;
Premises	means any premises owned, occupied or leased by the Council or as described in the Contract;
Prohibited Act	means any of the following: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; (c) committing any offence: (i) under the Bribery Act; (ii) under the Prevention of Corruption Acts 1889 to 1916;

- (iii) under legislation creating offences concerning fraudulent acts;
- (iv) at common law concerning fraudulent acts relating to this Contract or any other agreement with the Council; or
- (v) defrauding, attempting to defraud or conspiring to defraud the Council;

(d) giving any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;

(e) directly or indirectly canvassing any member or officer of the Council or obtaining or attempting to obtain information concerning any other quotation, tender or contract.

Provider

means the company whose tender or quotation or proposal has been accepted by the Council to provide the Services and, in the case of a limited company, its successors, and in the case of any other person or persons, his or their executors or administrators, and in the case of joint Providers, they shall be jointly and severally bound by the Contract. The Provider may also be referred to as the Provider in the Contract Documents.

Purchase Order

means an order in the form of a purchase order or letter of appointment issued by the Council which specifies inter alia the Services, the Fee, and the quantity and description of any goods or materials required as part of the Services by the Council.

Request for Information

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

Services

mean all the services to be provided by the Provider under the Contract and set out in the Contract Documents.

Working Day

means a day other than Saturday, Sunday, or a public holiday, on which clearing banks are open for non-automated commercial business in London.

- 1.2 Reference in these Conditions to the term 'in writing' includes emails.
- 1.3 Clause, schedule, and paragraph headings shall not affect the interpretation of this Contract.
- 1.4 A reference to **includes** or **including** shall be construed without limitation to the generality of the preceding words.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.6** A reference to a **company** shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.7** Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.8** Unless context requires otherwise, a reference to one gender includes a reference to the other genders.
- 1.9** Unless expressly provided for 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.
- 1.10** 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.
- 1.11** If there is a conflict between the terms of the Contract and the terms of the schedules, the terms of this Contract shall take first priority.
- 1.12** Any reference in these Conditions to 'parties' shall mean both the Council and the Provider.
- 1.13** 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.
- 1.14** A reference to this Contract or to any other agreement or document is a reference to the Contract or such other agreement or document as varied from time to time.

2. ACCEPTANCE OF THE PROVIDER'S TENDER ,QUOTATION, OR PROPOSAL

- 2.1** The Contract shall commence, and the Provider is bound contractually to provide the Services in accordance with the Contract Documents upon the Council's written acceptance of the Provider's proposal or quotation by issue of the Purchase Order.

3. WHOLE AGREEMENT

- 3.1** The Provider agrees that only these Conditions shall apply to the Contract to the exclusion of all other terms and conditions including any terms and conditions which the Provider may purport to apply under any order, confirmation of order or similar documents or in correspondence with the Council. The Provider hereby waives any contractual rights which the Provider might otherwise obtain from such terms and conditions.
- 3.2** The Contract constitutes the entire agreement between the parties. No variations, deletions, amendments, modifications or alterations of any kind to the Contract will be accepted unless agreed in writing by the parties.
- 3.3** In the event of inconsistency between the provisions of these Conditions and/or any of the Contract Documents, then the Contract Manager shall determine which document(s) shall prevail and may issue appropriate instructions in writing resolving any ambiguity or discrepancy.

4. THE SERVICES

- 4.1** The Provider warrants that it shall:
- (1) perform the Services strictly in accordance with the timetable, programme, dates or times specified in the Contract Documents or notified to it by the Council or if no such dates or times are so specified or

notified then within the shortest period during which the Provider can reasonably execute the Services;

- (2) co-operate with the Council in all matters relating to the Services and comply with all instructions issued by the Council;
- (3) perform the Services in a professional manner using the best applicable techniques and standards and with all reasonable skill, care and diligence;
- (4) perform the services in accordance with Good Industry Practice and Legal Requirements;
- (5) ensure that all staff 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;
- (6) ensure that the Services will conform with all descriptions and specifications set out in the Contract Documents;
- (7) provide all necessary facilities, equipment, materials, tools, vehicles and such other items as are required to provide the Services;
- (8) use the best quality goods, materials, standards and techniques in the provision of the Services;
- (9) observe all health and safety rules and regulations and any other security requirements that apply at the Council's premises;
- (10) hold all materials, equipment and tools, drawings, specifications and data (the "**Council's Materials**") supplied by the Council to the Provider in safe custody at its own risk and maintain the Council's Materials in good condition until such time as they are returned to the Council and do not dispose of or use the Council's Materials other than in accordance with the Council's written instructions or authorisation; and
- (11) not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and the Provider acknowledges that the Council may rely or act on the Services.

4.2 The Provider shall at all times ensure that it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

4.3 The Contract Manager shall have the power to reject any work which he does not consider to have been carried out reasonably in accordance with the Contract Documents and in such an event the Provider shall if so required by the Contract Manager in writing forthwith cause the work rejected to be done again with all reasonable despatch. The Provider shall not be entitled to receive any additional payment from the Council for any work rejected by the Contract Manager.

4.4 The Provider shall additionally:

- (1) promptly notify the Council in writing if, at any point during the Contract Period (as set out in the Contract Particulars):
 - (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 or discretionary exclusion ground under the Procurement Act 2023 applies to the Provider, the Provider's Connected Persons (including an Associated Person), or any sub-contractor
- (2) promptly notify the Council in writing within five days regarding any changes to the Provider's Connected Persons (including an Associated Person) together with information regarding the identity of the new Connected Persons.

5. PROVIDER'S PERSONNEL AND PERFORMANCE

- 5.1** The Provider shall properly manage and monitor performance of the Services and immediately inform the Contract Manager if any aspect of the Contract is not being or is unable to be performed.
- 5.2** The Provider shall:
- (1) provide personnel who are suitably and appropriately skilled, qualified, competent and experienced to undertake the Services and perform tasks assigned to them;
 - (2) provide a sufficient number of personnel to ensure that the Provider fulfils all its obligations under the Contract;
 - (3) ensure its personnel are acceptable to the Council;
 - (4) give the Council, if so requested, full particulars of all personnel who are or may be at any time employed on the Contract; and
 - (5) properly manage and supervise its personnel during provision of the Services to the Council.
- 5.3** If the Council gives the Provider notice that any person is to be removed from involvement in the Services, the Provider shall take immediate steps to comply with such notice. The decision of the Council regarding the Provider's personnel shall be final and conclusive.
- 5.4** The Provider shall take all reasonable steps to avoid changes to any of the personnel designated in the Contract as Key Personnel. The Provider shall give at least 28 calendar days' notice to the Contract Manager of any proposals to change Key Personnel.
- 5.5** The Provider shall ensure that all personnel working or attending the Premises comply with rules, regulations, safety and security instructions from the Council, including completion of any additional clearance procedures required by the Council and return of any passes as required.
- 5.6** Unless otherwise agreed by the Council, neither the Provider nor any of its personnel or agents shall carry out any business or trading activity within the confines of the Premises and no advertisement, sign or notice of any description shall be exhibited.
- 5.7** The Provider shall exercise due care and propriety when dealing with third parties in connection with the Contract and ensure that no commitments are entered into (unless expressly required under the Contract), without the Council's prior written consent.
- 5.8** Nothing in the Contract shall be construed as creating a contract of employment between the Council and the Provider or any of its personnel.
- 5.9** Without prejudice to the submission of reports as specified under the Contract, the Provider shall render any additional reports as to the performance of the Services at such time or times and in such form as the Contract Manager may reasonably require.
- 5.10** The Provider's Authorised Representative or a substitute approved by the Provider shall attend all meetings arranged as reasonably required by the Council for the discussion of matters connected with the performance of the Services.

6. CONTRACT MANAGER AND AUTHORISED REPRESENTATIVE

- 6.1** The Provider shall employ a competent Authorised Representative empowered to act on behalf of the Provider for all purposes connected with this Contract.
- 6.2** 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 Authorised Representative. 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 Authorised Representative. The Provider shall give maximum possible notice to the Council before changing its Authorised Representative.

- 6.3** The Council shall appoint a Contract Manager who shall be empowered to act on behalf of the Council for all purposes connected with this Contract.
- 6.4** If the Contract Manager'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 Contract Manager. 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 Contract Manager.

7. PROVIDER'S PERSONNEL AND PERFORMANCE

- 7.1** During the course of the Contract, the Council shall have the power to inspect and examine any of the Services on the Premises at any reasonable time. Where the Services are being performed on any other premises, the Contract Manager or the Council shall on giving reasonable notice to the Provider be entitled to inspect and examine the Services. The Provider shall provide free of charge all such facilities as the Council may reasonably require for such inspection and examination. In this Clause 7, Services includes planning or preliminary work for the Services.
- 7.2** The Council shall use reasonable endeavours to ensure that the conduct of each inspection or examination does not unreasonably disrupt the Provider or delay the provision of the Services.
- 7.3** The Council reserves the right to, for the duration of the contract and for 6 years following termination, reasonably request and the Provider hereby agrees to supply any receipts or invoices from the Provider's sub-contractors as the Council may specify. The Council and its duly appointed agents shall have full audit rights of all documents produced wholly or partly for the purpose of this Contract including the right to inspect documents and to take copies.
- 7.4** The Provider shall retain, produce when required (and explain as necessary) such accounts, documents (including working documents and electronic documents) and records (including electronic records) as the Council, or the Contract Manager, may request, in connection with the Contract, at any time during the Contract and for a period of 6 years from the date of expiry or termination.
- 7.5** The Provider shall provide all reasonable co-operation to the Council in relation to any action the Council takes under this Clause 7, including allowing the Council (acting by itself or through its representatives) access to any of the Provider's premises, systems, personnel, and relevant records as may be required to:
- (1) fulfil any legally enforceable request by any regulatory body;
 - (2) verify the accuracy of the Fee or identify suspected fraud;
 - (3) review the integrity, confidentiality, and security of any data relating to the Council or service users;
 - (4) review the Provider's compliance with Clause 26 (Data Protection and Freedom of Information)
 - (5) verify that the Services are being provided and all obligations of the Provider are being performed in accordance with this Contract.

8. INVOICES AND PAYMENT

- 8.1** The Provider shall submit an invoice to the Council as specified in the Contract or within 30 calendar days of completion of the Services. All invoices shall quote the name of the Provider, the sum requested, the Purchase Order number, the Contract's unique identification number, and a breakdown of Services provided during that period.

- 8.2** The Provider shall submit with the invoice such records as the Council may reasonably require including, but not limited to, time sheets, expenses incurred, invoices paid or any other documents which would enable the Council to verify the information and the amounts referred to in that invoice.
- 8.3** For the avoidance of doubt, the Council shall conduct its obligations in relation to payment in accordance with section 68 of the Procurement Act 2023.
- 8.4** Except where otherwise provided in the Contract, the amount payable to the Provider for the performance of the Services shall be inclusive of all costs of staff, facilities, travel and subsistence expenses, equipment, materials and all other expenses whatsoever incurred by the Provider in discharging its obligations under the Contract.
- 8.5** 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 this Clause 8.
- 8.6** Clause 8.5 does not apply if the Council considers the invoice invalid or disputes the invoice. The Council shall notify the Provider without undue delay in these circumstances.
- 8.7** Where the Contract permits variation of the Fee to be made on account of variation of wages, cost of materials, cost of transport, or other matters, any such variation shall only be made in accordance with any supplementary conditions of the Council governing such variations and annexed to these Conditions and shall be subject to 30 calendar days' notice in writing and the written approval of the Contract Manager.
- 8.8** All sums payable under the Contract unless otherwise stated are exclusive of Value Added Tax (VAT) which shall be payable by the Council in the manner and at the rate prescribed by law, provided the Provider has submitted a valid VAT invoice.
- 8.9** The Council shall accept and process for payment any electronic invoice submitted by the Provider provided that it is undisputed and in a form which complies with the standard for electronic invoicing (and uses any related syntaxes) as approved and issued by the British Standards Institution from time to time.
- 8.10** The Council shall have the power to set off any sums due from the Provider to the Council against any sums due from the Council to the Provider under the Contract.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1** In the absence of prior written agreement by the Council to the contrary, all Intellectual Property Rights created by the Provider or its personnel:
- (1) in the course of performing the Services; or
 - (2) exclusively for the purpose of performing the Services,
- shall vest in the Council on creation.
- 9.2** The Provider shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses and damages arising from or incurred by reason of the Provider's actual infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Rights in the provision of the Services.

10. PROVIDER'S UNSATISFACTORY PERFORMANCE

- 10.1** Where in the opinion of the Council, the Provider has failed to perform the whole or any part of the Services, with the standard of skill, care and diligence which a competent and suitably qualified person performing the same Services could reasonably be expected to exercise, or in accordance with the Contract Documents, the Council may give the Provider a notice specifying the way in which its performance falls short of the requirements of the Contract, or is otherwise unsatisfactory.
- 10.2** Where the Provider has been notified of a failure in accordance with Clause 10.1 the Council may:

- (1) request from the Provider that, at its own expense and as specified by the Council, it re-schedules and performs the Services to the Council's satisfaction within such period as may be specified by the Council in the notice, including where necessary, the correction or re-execution of any Services already carried out; or
- (2) withhold or reduce payments to the Provider, in such amount as the Council deems appropriate in each particular case.

11. CHANGE CONTROL

11.1 Either party may submit a written request for Change to the other party in accordance with this Clause 11, but no Change shall come into effect until a Change Control Note has been signed by authorised representatives of both parties.

11.2 If the Council requests a Change:

- (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
- (2) within 5 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.

11.3 If the Provider requests a Change, it will send to the Council a Change Control Note.

11.4 A Change Control Note must contain sufficient information to enable the Council to assess the Change, including as a minimum:

- (1) the title of the Change;
- (2) the originator of the Change and date of request;
- (3) description of the Change;
- (4) details of the impact of the proposed Change on:
 - (i) the Services;
 - (ii) the Fee;
 - (iii) any Council systems or operations which interface with, or are otherwise affected by, the Services; and
 - (iv) any term of this Contract (including proposed changes to wording);
- (5) the date of expiry of validity of the Change Control Note; and
- (6) provision for signature by the Council and Provider.

11.5 If, following the Council's receipt of a Change Control Note pursuant to Clause 11.2 or 11.3:

- (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;
- (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 33.

12. POWER TO TERMINATE

12.1 The Council may terminate the Contract in whole or in part upon issue (by the Council's authorised representative) of a written notice to the Provider in the following circumstances:

- (1) if the Provider is in material breach of this Contract, which is irremediable; or
- (2) if the Provider has made any material misrepresentation prior to the award of the Contract or issue of a Purchase Order; or
- (3) if the contract is terminated under Clause 22.4 (Prevention of Bribery and Corruption); or
- (4) if the Provider has committed any action which, in the reasonable opinion of the Council, has or may cause significant harm to the reputation of the Council; or
- (5) if the Provider has repeatedly breached the terms of this Contract in such a manner as to reasonably justify the opinion that the Provider's conduct is inconsistent with it having the intention or ability to give effect to this Contract; or
- (6) if the Provider is guilty of any misconduct which the Council reasonably considers to be prejudicial to the Council's interests.
- (7) if an Insolvency Event occurs

12.2 The Council may give the Provider written notice of its intention to terminate if it considers that a termination ground listed in regulation 73(1) of the Public Contracts Regulations 2015 OR section 78(2) of the Procurement Act 2023 applies. A notice of intention to terminate under this Clause must:

- (1) set out which termination ground the Council considers applies pursuant to regulation 73(1) of the Public Contracts Regulations 2015 OR section 78(2) of the Procurement Act 2023 together with the Council's reasons for terminating on this basis;
- (2) invite the Provider to make representations to the Council about the existence of the termination ground and the Council's decision to terminate;
- (3) specify the means by which and the time by which such representations must be made; and
- (4) insofar as it states that 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 subcontract and if necessary appoint another subcontractor.

12.3 On expiry of the time for the Provider to make representations under Clause 12.2(c) 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.

12.4 The Provider shall notify the Council immediately if the Provider undergoes a change of control as defined by sections 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:

- (1) being notified that a change of control has occurred; or
- (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.

13. TERMINATION ON COUNCIL DEFAULT

13.1 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 sum with 30 calendar days 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 8.10.

13.2 Subject to Clause 20, where:

- (1) the Provider terminates the Contract under Clause 13.1; and
- (2) provided that the events leading to such termination were not caused or contributed to by the fault or act or omission or breach of the Provider;

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 13.

13.3 The Council shall not be liable under Clause 13 to pay any sum which:

- (1) 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 claim in accordance with the procedural requirements of the insurance policy;
- (2) when added to any sums paid or due to the Provider under the Contract, exceed the total sum that would have been payable to the Provider if the Contract had not been terminated prior to completion; or
- (3) is a claim by the Provider for loss of profit, due to the early termination of the Contract.

14. SUSPENSION OR BREAK

14.1 The Council shall be entitled to terminate the Contract at any time and for any reason by giving to the Provider not less than 30 calendar days' notice in writing to that effect. Upon the expiry of the notice the Contract shall be terminated without prejudice to the rights of the parties accrued to the date of termination.

14.2 The Council shall in addition to its powers under any other of these Conditions, have the power to temporarily suspend the Contract at any time by giving to the Provider 14 calendar days' written notice. Upon the expiry of the notice the Contract shall be suspended without prejudice to the rights of the parties accrued to the date of suspension.

15. CONSEQUENCES OF TERMINATION, SUSPENSION OR BREAK

15.1 Where the Contract is terminated under Clause 12, the following provisions shall apply:

- (1) any sum due or accruing from the Council to the Provider may be withheld or reduced by such amount as the Council in either case considers reasonable and appropriate in the circumstances;
- (2) the Council may make all arrangements which are in its view necessary to procure the orderly completion of the Services including the letting of another contract or contracts;
- (3) where the total costs reasonably and properly incurred by the Council, by reason of such arrangements exceed the amount that would have been payable to the Provider for the completion of the Services, the excess shall be recoverable from the Provider and the Council reserves the right to recover such excess by set-off against any amount withheld by the Council.

15.2 Where the Contract is terminated under Clause 12 or Clause 14, the Council may, during any notice period:

- (a) direct the Provider, where the Services have not been commenced, to refrain from commencing such Services or where the Services have been commenced, to cease work immediately;
- (b) direct the Provider to complete in accordance with the Contract all or any of the Services, or any part or component thereof.

15.3 Where the Contract is terminated under Clause 14, the Provider shall have the right to claim from the Council reimbursement of all reasonable costs necessarily and properly incurred by it in relation to the orderly cessation of the Services, including any commitments, liabilities or expenditure which are reasonably and properly incurred, and would otherwise represent an unavoidable loss by the Provider by reason of the termination of the Contract. For the avoidance of doubt the Council will not indemnify the Provider against loss of profit. The Council shall not in any case be liable to pay under the provisions of this Clause any sum which, when taken together with any sums paid or due or becoming due to the Provider under the Contract, shall exceed the Fee.

15.4 Any termination of this Contract, however caused, shall not affect any rights or liabilities which have accrued prior to termination. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after any termination of this Contract (howsoever caused) or expiry of the Contract shall remain in full force and effect.

16. CONFLICT OF INTEREST

16.1 The Provider shall, subject to the confidentiality obligations of its other clients, notify the Council immediately upon becoming aware of any possible conflict of interest which may arise between the interests of the Council and any other client of the Provider and the Provider shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Council.

17. DISCLOSURE AND PUBLICATION OF INFORMATION

17.1 The Council reserves the general right to disclose and publish information about this Contract, unless otherwise agreed in writing. In particular, the Council may publish from time to time and as required an applicable transparency notice or any other notice or information as required under the Procurement Act 2023 or other Legal Requirement.

17.2 The Provider shall not disclose the Contract or any provision thereof or any information resulting from, in connection with, or during the course of the Contract, to any person unless it is strictly necessary for the performance of the Contract and authorised in writing by the Council. The Provider shall comply with any instructions regarding changes to authorisations and other instructions regarding disclosure or non-disclosure. This Clause does not apply in relation to information:

- (1) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality;
- (2) which is or becomes known from other sources without breach of any restriction on disclosure; or
- (3) which is required to be disclosed by law or any professional or regulatory obligation.

17.3 Subject to Clause 17.2, the Provider shall ensure that information about the Contract, or arising from or connected with the Contract:

- (1) is divulged only to the minimum number of persons;
- (2) is divulged only to the extent essential to each person's action in carrying out (or in connection with) the Contract and that such persons do not further divulge such information; and
- (3) is properly safeguarded.

- 17.4** No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Provider except with prior written permission of the Council, to whom any press or other enquiry or any such matter should be referred. This Clause does not apply in relation to information:
- (1) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality;
 - (2) which is or becomes known from other sources without breach of any restriction on disclosure; or
 - (3) which is required to be disclosed by law or any professional or regulatory obligation.
- 17.5** The Provider shall not, in connection with the Contract, communicate with representatives of the general or technical press, radio, television or other communications media unless specifically granted permission to do so in writing by the Council.
- 17.6** Except with the consent in writing of the Council the Provider and the Provider's personnel shall not make use of any information issued or furnished by or on behalf of the Council otherwise than for the purpose of the Contract.
- 17.7** Where applicable, the Council shall publish a Contract Performance Notice to:
- (1) record the Provider's performance against KPI's where section 52(1) of the Procurement Act 2023 applies; and
 - (2) record information relating to particular breaches of contract or poor performance, except where the breach results in a contract being terminated in full.

18. CONFIDENTIALITY

- 18.1** Subject to Clause 18.2, each party shall keep the other party's Confidential Information secret and confidential and shall not:
- (1) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Contract (the "**Permitted Purpose**"); or
 - (2) disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this Clause 18.
- 18.2** Clause 18.1 does not apply to the extent that:
- (1) such disclosure is a requirement of any Legal Requirements placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIRs pursuant to Clause 26 (Data Protection and Freedom of Information);
 - (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;
 - (3) such information was obtained from a third party without obligation of confidentiality;
 - (4) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - (5) it is independently developed without access to the other party's Confidential Information.
- 18.3** A party may disclose the other party's Confidential information to those of its employees, workers, subcontractors, and agents who need to know such Confidential Information for the Permitted Purpose, provided that:
- (1) it informs such employees, workers, subcontractors, and agents of the confidential nature of the Confidential Information before disclosure; and

- (2) it procures that its employees, workers, subcontractors, and agents shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Contract; and
- (3) at all times, it is liable for the failure of any employees, workers, subcontractors, and agents to comply with the obligations set out in Clause 18.1

18.4 A party may disclose Confidential Information to the extent such Confidential Information that is required to be disclosed by law by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

18.5 The provisions of this Clause 18 shall survive for a period of 6 years from the Termination Date.

19. TRANSFER OF RESPONSIBILITY

19.1 In the event that a different organisation is required to take over the Services at the expiry or termination of the Contract, the Provider shall co-operate in the transfer under arrangements to be notified to it by the Council. Any transfers shall be arranged between the Council and the Provider so as to reduce to a minimum any interruption in the Services.

20. WARRANTIES AND REPRESENTATIONS

20.1 The Provider warrants, represents, and undertakes that:

- (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;
- (2) the Contract is executed by a duly authorised representative of the Provider;
- (3) in entering the Contract it has not committed any Fraud;
- (4) at the Contract commencement date set out in the Purchase Order, all information, statements and representations contained in the proposal 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 it will advise the Council of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
- (5) no claim is being asserted and no litigation, arbitration or administrative proceeding 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;
- (6) 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;
- (7) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Provider's assets or revenue;
- (8) 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;
- (9) the Provider, its Connected Persons, and its sub-contractors are not on the Debarment List.
- (10) 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;
- (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is 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.

21. INDEMNITY AND INSURANCE

21.1 Nothing in the Contract shall be construed to limit or exclude either party's liability for:

- (1) death or personal injury caused by its negligence or that of its employees;
- (2) Fraud; or
- (3) fraudulent misrepresentation by it or that of its employees;
- (4) any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
- (5) any claim under Clause 20; or
- (6) any claim under the indemnity in Clause 9 (Intellectual Property Rights) or Clause 26.1 (Data Protection).

21.2 Subject to Clauses 21.3 and 21.6, the Provider shall indemnify the Council and keep indemnified the Council to a maximum of 5million from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Services or the performance or non-performance by the Provider of its obligations under the Contract or the presence of the Provider or any Provider staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Provider, or any other loss which is caused directly or indirectly by any act or omission of the Provider.

21.3 The Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under the Contract.

21.4 Subject to Clause 21.1, the Provider's total aggregate liability (including that of its partners and employees) to the Council in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services shall in no event exceed the sum of 5 million pounds sterling in the aggregate.

21.5 Subject to Clause 21.1, the Council's total aggregate liability to the Provider in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Contract shall in no event exceed the total sum of the Fee.

21.6 Subject to Clause 21.1, in no event shall either party be liable to the other for any:

- (1) loss of profits;
- (2) loss of business;
- (3) loss of revenue;
- (4) loss of or damage to goodwill;

- (5) loss of savings (whether anticipated or otherwise); and/or
- (6) indirect or consequential loss or damage.

21.7 The Council may, amongst other things, recover as a direct loss:

- (1) any additional operational and/or administrative expenses arising from the Provider's Default;
- (2) any wasted expenditure or charges rendered unnecessary and/or incurred by the Council arising from the Provider's Default; and
- (3) the additional cost of procuring replacement services for the remainder of the Contract following early termination of the Contract as a result of a Default by the Provider.

21.8 Nothing in the 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.

21.9 The parties expressly agree that the Council shall be entitled to an order for specific performance to enforce any provision hereunder.

21.10 The Provider shall effect and maintain for the duration of the contract and twelve (12) months at their own cost, insurance cover necessary to cover its liabilities under the Contract and, where the Provider is permitted to sub-contract any part of the Contract, it shall procure that any such sub-contractor effects and maintains insurance to cover its liabilities under the sub-contract. As a minimum the Provider must meet the following levels of cover:

- 20.10.1 public liability insurance with a limit of indemnity of not less than 5 million in relation to any one claim or series of claims;
- 20.10.2 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;
- 20.10.3 professional liability insurance with a limit of indemnity of not less than 1 million in relation to any one claim or series of claims;
- 20.10.4 product liability insurance with a limit of indemnity of not less than 1 million in relation to any one claim or series of claims;
- 20.10.5 motor vehicle 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.

21.11 Where in compliance with Clause 21.10 the Provider effects, or is to procure that a sub-Provider effects, insurance, the requisite insurance shall cover liabilities under the Contract, or sub-contract as the case may be, from the commencement of the Services, or the Services under the sub-contract as the case may be, until 6 years after:

- (1) the completion of the Services; or
- (2) the termination of the Contract whichever is the earlier.

22. PREVENTION OF BRIBERY AND CORRUPTION

22.1 The Provider:

- (1) shall not, and shall procure that any member of its staff or sub-contractor shall not, in connection with this Contract commit a Prohibited Act;
- (2) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.

22.2 The Provider shall have an anti-bribery policy (which shall be disclosed to the Council) to prevent any member of its staff or sub-contractor from committing a Prohibited Act and shall enforce it where appropriate.

22.3 If any breach of Clause 22.1 is suspected or known, the Provider must notify the Council immediately.

22.4 The Council may terminate this Contract by written notice with immediate effect and recover from the Provider the amount of any loss resulting from such termination, if the Provider or any of its employees or sub-contractors (in all cases whether or not acting with the Provider's knowledge) breaches Clause 22.1.

23. SUB-LETTING AND ASSIGNMENT

23.1 The Council may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract provided that it gives written notice of such dealings to the Provider.

23.2 The Provider shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed). Where the Provider uses sub-contractors, the Provider remains liable for the performance of the contract in its entirety.

24. NOTICES

24.1 All notices required by or relating to the Contract shall be in writing marked for the attention of the Contract Manager (for notices delivered or sent to the Council) or the Authorised Representative (for notices delivered or sent to the Provider) and shall be:

- (1) delivered by hand or by pre-paid first-class post or other next Working Day delivery service at the party's registered office (if a company) or its principal place of business (in any other case); or
- (2) sent by email to the following addresses (or an address substituted in writing by the party to be served):

COUNCIL: Danielle.barnes@durham.gov.uk

PROVIDER: bronwyn.mthimunye@northumbria.ac.uk

24.2 All notices shall be deemed to have been received:

- (1) if delivered by hand, at the time the notice is left at the proper address; or
- (2) if sent by prepaid first class post or other next Working Day delivery service, at 5:00pm on the second Working Day after posting; or
- (3) if sent by email, four hours following the time of transmission or, if this time falls beyond 5:00pm on a Working Day, 9:00am on the next Working Day.

25. NO PARTNERSHIP, JOINT VENTURE OR AGENCY

- 25.1** Nothing in the Contract shall create any partnership, joint venture or relationship of principal or agent between the Council and the Provider.

26. DATA PROTECTION AND FREEDOM OF INFORMATION

- 26.1** The Provider shall comply with the Data Protection Appendix attached to these Conditions, and indemnify the Council against any claims for loss or damage or otherwise brought against the Council and any cost and expenses in relation to a breach of the Data Protection Legislation (including but not limited to the Data Protection Act 2018 and the UK General Data Protection Regulations) caused as a result of the misuse by the Provider, whether negligently or otherwise, of personal information obtained under this Contract.
- 26.2** The Provider acknowledges that the Council is subject to the provisions of the FOIA and EIRs and that any information obtained by the Council in respect of this Contract may need to be disclosed to third parties under the provisions of such legislation.
- 26.3** The Provider shall at no charge:
- (1) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs which may arise in connection with this Contract;
 - (2) transfer to the Council all Requests for Information relating to this Contract that it receives as soon as is practicable and in any event within 2 Working Days of receipt;
 - (3) provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
 - (4) not respond directly to a Request for Information unless expressly authorised in writing to do so by the Council.
 - (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.

27. WAIVER

- 27.1** The failure by the Council to enforce at any time or for any period any one or more Conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions the Contract.

28. SEVERANCE

- 28.1** If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Council and the Provider shall immediately commence negotiations in good faith to remedy the invalidity.

29. THIRD PARTY RIGHTS

- 29.1** 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.

29.2 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.

30. COMPLIANCE WITH THE LAW

30.1 In performing its obligations under this Contract, the Provider and its personnel and sub-contractors shall at all times comply with all Legal Requirements. In particular, the Provider shall (and will procure that its personnel and sub-contractors shall) comply with all Legal Requirements relating to health and safety and equality law. Each party shall notify the other as soon as practicable of any breach of Clause 30.1 or of any health and safety hazards which are relevant to the Contract.

30.2 Employees and sub-contractors employed by the Provider who are working on the Council's Premises or otherwise alongside the Council's employees shall follow the Council's health and safety policies and any other policies which the Council may inform the Provider of.

31. NOT USED

31.1 Where set out in the Contract Documents, 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:

- (1) 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;
- (2) Monitor the level and validity of the checks under this Clause 31 for each of the relevant Provider personnel;
- (3) 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
- (4) To the extent permitted by Law, ensure a copy of the results of the above checks are notified to the Council.

31.2 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:

- (1) Ensure that individual shall be subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service for the purposes of the Act;
- (2) Monitor the level and validity of the checks under this Clause 31.2 for each of the relevant Provider personnel; and
- (3) 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.

31.3 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.

31.4 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 31 have been met.

- 31.5** 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.
- 31.6** 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.
- 31.7** The Provider shall have policies and procedures which acknowledge and provide for ongoing monitoring of employees including undertaking further DBS disclosures every three years.
- 31.8** All costs incurred in satisfying this Clause 31 shall be met by the Provider.]

32. LAW AND CHANGE IN LAW

- 32.1** The Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.
- 32.2** In performing its obligations under this Contract, the Provider shall at all times comply with all Legal Requirements. The Provider shall maintain such records as are necessary pursuant to the Legal Requirements and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Council or any of its authorised representatives.
- 32.3** The Provider shall monitor and shall keep the Council informed in writing of any Changes in Law and shall provide the Council with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes. The Provider shall only implement such changes in accordance with Clause 11.
- 32.4** The Provider shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Contract nor be entitled to an increase in the Fee as the result of a Change in Law or a General Change in Law.

33. DISPUTE RESOLUTION

- 33.1** 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:
- (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 Representative and the Contract Manager shall attempt in good faith to resolve the Dispute;
 - (2) If the Authorised Representative 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
 - (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.
- 33.2** The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute.

SCHEDULE 1 – SERVICE SPECIFICATION



CARE ACADEMY TRAINING PARTNER AGREEMENT

Course Title

Post Graduate Certificate (level 7) and Advanced Diploma (level 6) in Leading Positive Behavioural Support (PBS) in Organisations)

Aims and Objectives

To develop practice leaders already employed and working within health and social care organisations with knowledge, understanding and competence in using PBS, and facilitating the practice-based learning, competency assessment and ongoing supervision of others within their own organisation, providing direct support to those with learning disability and/or autism with or at risk of behaviours that challenge. PBS is as an evidence-based, effective, ethical and person-centred approach to supporting people with learning disabilities to improve quality of life and reduce the risk of behaviour that challenges.

Organisation Outcomes

To develop knowledge in the principles and theory underpinning positive behavioural support

To develop competence in completing functional behaviour assessment, implementing and evaluating positive behavioural support plans

To develop competence in leading positive behavioural support

Learner Outcomes

Knowledge & Understanding (K&U):

1. Analyse the meaning and experience of learning disability and autism and impact on behaviours that challenge
2. Analyse the theory and context of Positive Behavioural Support as an overall approach to improve a person's quality of life and reduce behaviour which challenges.
3. Analyse established theory, concepts and principles underpinning functional behaviour assessment
4. Analyse learner needs and develop evidence-based approaches to facilitate and lead learning, valid & reliable assessment and ongoing supervision for those learning PBS skills, values and competence in practice

Intellectual / Professional Skills & Abilities (IPSA):

1. Analyse the impact of behaviours that challenge on the person and others and relate how our own attitudes, beliefs and experiences influence how we understand and respond to behaviour which challenges
2. Appraise the contribution of proactive and reactive interventions in supporting behaviour change and their use within behaviour support plans
3. Select and evaluate methods of assessment and data collection in reaching valid conclusions about the function of a person's behaviour.
4. Demonstrate the application of functional behaviour assessment, in designing a valid behaviour support plan utilising a range of strategies
5. Evaluate the implementation and effectiveness of behaviour support plans
6. Facilitate the learning, teaching and professional development of others developing proficiency in Positive Behavioural Support through the provision of support, modelling, observation, coaching and supervision.
7. Analyse the factors influencing the ability of the workforce within your organisation to use a PBS approach.
8. Lead relevant developments to address these factors working within agreed frameworks and processes to improve standards.

Personal Values Attributes (Global / Cultural Awareness, Ethics, Curiosity) (PVA)

1. Articulate and demonstrate the value base required for support that acknowledges people as individuals, ensures choice and participation in their own lives and treats people with dignity and respect
2. Address attitudinal, individual and environmental barriers to implementation of behavioural support plans through application and modelling of an appropriate value base for PBS
3. Develop effective relationships with staff you are supporting, teaching, assessing and supervising to support collaborative learning, assessment and supervision in practice

Delivery method

The programme is made up of 3 modules:

Principles of Positive Behavioural Support (PBS) module (20 credits at level 6 or 7): This module enables critical analysis of the theory and context of positive behavioural support as an approach and its key concepts.

Applying PBS in practice module (20 credits at level 6 or 7): This module enables you to develop the knowledge, skills and values required to lead in the process of functional behaviour assessment that

informs the development of a behavioural support plan (BSP). This module also enables you to implement, monitor and evaluate a BSP and overcome barriers to its effective use.

Leading PBS in Organisations (20 credits at level 6 or 7): This module enables the knowledge and skills to facilitate learning of those within your organisation to effectively use a PBS approach. You will apply your understanding of adult learning to help the people you supervise and support, understand and develop their proficiency to effectively use a PBS approach in practice through coaching, provision of support, assessment and supervision.

The course will be delivered in via the following activities:

1. Contact Hours: These are the lecturers, seminars, workshops and tutorials.
2. Directed/Independent Study: This is the time students will spend preparing for seminars, writing up the seminar and lecture notes, reading the recommended texts and articles, meeting with fellow students on group work and carrying out independent research
3. Assessment: This is the time students will devote to complete the module assessment, which may include examinations, assignments, portfolio, presentations and group reports

Proposed Dates for delivery:

Thursday 25th September 2025 - 2pm	Online Induction (Welcome, programme team, signpost to library induction, academic support/student engagement)
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Principles of PBS - Module 1 AC6678, AC7000

Thursday 23 rd October 2025	Course Session 1
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Thursday 20 th November 2025	Course Session 2
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Thursday 18 th December 2025	Course Session 3
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Wednesday 21st January 2026	Assessment 1 and Competency due date
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Applying PBS in practice - Module 2 AC6676, AC0798

Thursday 22 nd January 2026	Course Session 4
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Thursday 19 th February 2026	Course Session 5
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Thursday 19 th March 2026	Course Session 6
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Wednesday 22nd April 2026	Assessment 2 and Competency due date
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Leading PBS in organisations - Module 3 AC6677, AC0799

Thursday 23 rd April 2026	Course Session 7
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Thursday 21 st May 2026	Course Session 8
Thursday 18 th June 2026	Course Session 9
Wednesday 22nd July 2026	Assessment 3 and Competency due date

Providers Responsibilities

- To provide students with details about the programme and answer any general programme-related questions.
- To provide students with information on the University's assessment policies and procedures
- Liaise with students Tutors, Employers and the Care Academy to ensure that students via the Care Academy are progressing within the programme.
- Provide the Care Academy with attendance information following each session.
- To provide students with a first point of contact within the for issues regarding teaching and learning within this programme.
- To undertake a pre and post learning evaluation as agreed with the Care Academy.
- The course design and delivery should reflect an interactive, participative approach to learning to engage participants in learning.

Delivery personnel must have:

This programme enables the development and assessment of practice-based proficiency for PBS specialists/leaders/managers identified in the PBS competency framework (PBS Coalition, 2015). Assessments must be completed by someone who meets the highest level of the PBS Academy standards for practitioners. Anyone assessing any of the competencies should have undergone training and development that has enabled them to be competent to support and assess students. It is anticipated that the supervisor will possess a Level 7 post qualification in PBS/Applied Behaviour Analysis or equivalent, with at least one year post PBS/ABA qualification in supervised practice from a more experienced practitioner (this is in line with the PBS Academy Training Standards and individual standard for practitioners). Competency documentation and related information/requirements will be made available upon commencement of the Programme.

Care Academy Responsibilities

The Care Academy will liaise directly with social care providers to identify students for the provision and where possible identify suitably qualified supervisors from their PBS programme.

Applications to the programme shall be via the Care Academy application process route.

The Care Academy will coordinate the student interviews and provide all necessary paperwork to the college in advance of the interviews.

The Care Academy will support the college where possible with any issues with attendance or engagement with students funded by them.

Venues and Co-ordination

The university is responsible for the provision of venues and coordination of learning.

Accreditation

Post Graduate Certificate (level 7) and Advanced Diploma (level 6) in Leading Positive Behavioural Support (PBS) in Organisations) – 60 Credits

Complaints And Compliments

The Care Academy is committed to working with providers, employers, and service users to resolve issues and complaints quickly and productively.

The Care Academy requires the provider to report issues or complaints relating to the provision of the service as soon as they arise.

Issues and complaints must be recorded in writing; email reporting is acceptable. In cases of extreme urgency, verbal reporting of issues (either in person or by telephone) will be acceptable but this must be confirmed in writing as soon as is practicably possible.

E Mail: careacademy@durham.gov.uk

Confidentiality

The successful Provider must safeguard the confidentiality of any data and information supplied during the delivery of the training events.

Copyright

The Provider will maintain copyright regarding self-supplied materials. Any other data and information supplied by the Care Academy will be solely for use by the Care Academy and the Care Academy will have copyright over that material.

Cancellation

If a If the course is cancelled 100% of funds paid to the college shall be reimbursed to Durham County Council.

If a student leaves the course before completing the provision Durham County Council are still required to pay the college the full sum of their learning.

Price

£3666 per learner payable on receipt of evidence of enrolment and submission of learner invoice sent to: careacademy@durham.gov.uk

Invoices must reference the following information:

- The full name of the learner
- The full name and level of the qualification
- Name of Provider

Learners funded by Durham County Council on this programme include:

George	Rainbow	Embracing Care	george.rainbow@embracingcareservices.com
Joanne	Carrigan	Embracing Care	kingsway@embracingcareservices.com
Darren	Lowe	My HomeCare (Care & Support Group)	darren.lowe@thecareandsupport.group
Stephen	Akers-Belcher	Positive Care & Support	stephen.akersbelcher@positive-cs.co.uk
Daniel	Taylor	Leader Group	daniel.taylor@myhomecare.co.uk
Aimee-Louise	Jevon	Include in Autism	aimee.jevon@includeinautism.org.uk
Emily	Houghton	Easton Care	emily@eastoncare.co.uk
Nicole	Spoors	DCC Childrens	nicole.spoors@durham.gov.uk
Meg	Laidler	DCC Childrens	meg.laidler@durham.gov.uk

Social Value

The Care Academy is committed to improving social value in Durham, as well as supporting providers in the delivery of services. The Provider(s) will assist the Care Academy 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(s) will support local employment and will collaborate with the Care Academy and fellow stakeholders to identify good practice. This may include information sharing, response to policy change, and potential development opportunities.



Durham County Council

Supplier Due-Diligence Assessment:

*Contract for Childrens
Homes Services Positive Behavioural
Support*

Section 1 & 2: Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete the relevant information in full.

Section 1	Supplier information	
Question number	Question	Response
1.1	Full name of supplier	University of Northumbria at Newcastle
1.2	Registered office address (if applicable*)	Sutherland Building, College Road, Newcastle upon Tyne NE1 8ST
1.3	Registered website address (if applicable*)	www.northumbria.ac.uk
1.4	Trading status public limited company limited company limited liability partnership other partnership sole trader third sector other (please specify your trading status)	Higher Education Corporation
1.5	Date of registration in country of origin	1/9/1992
1.6	Company registration number (if applicable)	Company No: N/A
1.7	Charity registration number (if applicable)	Charity No: XR11395
1.8	Head office DUNS number (if applicable)	224166609
1.9	Registered VAT number	GB686994842
1.10	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	☐ Yes ☐ No ☒ N/A
1.10.1	If you responded yes to 1.10, please provide the relevant details, including the registration number(s).	N/A
1.11	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	☐ Yes ☒ No
1.11.1	If you responded yes to 1.11, please provide additional details of what is required and confirmation that you have complied with this.	N/A
1.12	Trading name(s) that will be used if successful in this procurement	Northumbria University
1.13	Relevant classifications (state whether you fall within one of these, and if so which one) Voluntary Community Social Enterprise (VCSE) Sheltered Workshop Public service mutual	N/A
1.14	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	☐ Yes ☒ No
1.15	Details of Persons of Significant Control (PSC), where appropriate: ²	N/A

	- Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more.³ (Please enter N/A if not applicable)	
1.16	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A
1.17	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A

Please note: A criminal record check for relevant convictions may be undertaken for the supplier and the persons of significant in control of them.

* 1.2 and 1.3 – “Registered Address” details apply to organisations registered with Companies House, and the address associated with that registration.

¹ an SME is any organisation that has fewer than 250 employees and a turnover of less than €50 million or a balance sheet total less than €43 million

² UK companies, Societates European (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company. Companies, SEs and LLPs are required to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance. Overseas bidders are required to provide equivalent information.

³ Only information that relates to the persons with powers of representation, decision or control within the meaning of regulation 57(2) can be considered in relation to the mandatory exclusion grounds and other details are requested for information only.

⁴ This applies to all supply chain members and/or subcontractors, where their identity is known at this stage, irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or subcontractor has been identified in response to this question, any resulting subcontract entered into with that subcontractor for that part of the works, services or supplies identified in response to that question will not be subject to the requirement for contracts to advertise the subcontracting opportunity, as set out in PPN 01/18.

Section 2		Supplier Information																																																																																					
Question number	Question	Response																																																																																					
2.1	Are you the lead contact for a group of economic operators?	☐ Yes ☒ No If yes, please provide details listed in questions 2.2 & 2.3 If no, please provide the name of your group at 2.2 for reference purposes																																																																																					
2.2	Name of group of economic operators (if applicable)																																																																																						
2.3	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																																																						
2.4	Are you proposing to use sub-contractors to delivery any aspect of this contract? ⁴	☐ Yes ☐ No If yes, please provide details listed in question 2.4.1 & 2.4.1																																																																																					
2.4.1	<table border="1"> <tbody> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The approximate % of contractual obligations assigned to each sub-contractor</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>							Name								Registered address								Trading status								Company registration number								Head Office DUNS number (if applicable)								Registered VAT number								Type of organisation								SME (Yes/No)								The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables								The approximate % of contractual obligations assigned to each sub-contractor							
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2.4.2	For each named sub-contractor, please provide full details of which aspect of the contract they are responsible for?																																																																																						

Section 3 & 4: Due-Diligence Test

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the relevant information in full.

Section 3	Due-Diligence Test	
Question number	Question	Response
3.1	Please indicate if, within the past five years you, your organisation or any other person who; • is a member of the supplier's administrative, management or supervisory body or • has powers of representation, decision or control in the organisation ⁵ been convicted anywhere in the world of any of the offences within the summary below	
	Participation in a criminal organisation.	☐ Yes ☒ No If Yes please provide details at 3.1.1
	Corruption.	☐ Yes ☒ No If Yes please provide details at 3.1.1
	Fraud.	☐ Yes ☒ No If Yes please provide details at 3.1.1
	Terrorist offences or offences linked to terrorist activities	☐ Yes ☒ No If Yes please provide details at 3.1.1
	Money laundering or terrorist financing	☐ Yes ☒ No If Yes please provide details at 3.1.1
	Child labour and other forms of trafficking in human beings	☐ Yes ☒ No If Yes please provide details at 3.1.1
3.1.1	If you have answered yes to question 3.1, please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	N/A
3.1.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	☐ Yes ☐ No N/A
3.2.1	Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK. If documentation is available electronically, please provide:	☒ Yes ☐ No

	• the web address, • issuing authority, • precise reference of the documents	
3.2.2	If you have answered no to 3.2.1, please provide further details including the following: • Country concerned • what is the amount concerned • how the breach was established, i.e. through a judicial or administrative decision or by other means. • if the breach has been established through a judicial or administrative decision, please provide the date of the decision • if the breach has been established by other means please specify the means	
3.2.3	Please also confirm whether you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.	☐ Yes ☐ No N/A

Please Note: The authority reserves the right to use its discretion not to engage with a supplier where it can demonstrate by any appropriate means that the supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

⁵ You must complete the declaration for all relevant persons and entities. There are two categories of persons and entities: The first category is members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board. The second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers or representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered. It isn't necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.

Section 4	Due-Diligence Test	
Question Number	Question	Response
4.1	Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
	Breach of environmental obligations?	☐ Yes ☒ No If yes please provide details at 4.3
	Breach of social obligations?	☐ Yes ☒ No If yes please provide details at 4.3
	Breach of labour law obligations?	☐ Yes ☒ No If yes please provide details at 4.3
	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	☐ Yes ☒ No If yes please provide details at 4.3
	Guilty of grave professional misconduct?	☐ Yes ☒ No If yes please provide details at 4.3
	Distortion of competition?	☐ Yes ☒ No If yes please provide details at 4.3
	Conflict of Interest?	☐ Yes ☒ No If yes please provide details at 4.3
	Been involved in the preparation of the procurement procedure?	☐ Yes ☒ No If yes please provide details at 4.3
	Prior performance issues?	☐ Yes ☒ No If yes please provide details at 4.3
	Please answer the following statements The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of the due-diligence test criteria. The organisation has withheld such information. You are not able, without delay, to submit documents if/when required.	☐ Yes ☒ No If Yes please provide details at 4.3 ☐ Yes ☒ No If Yes please provide details at 4.3 ☐ Yes ☒ No If Yes please provide details at 4.3

	You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection, or award.	☐ Yes ☒ No If Yes please provide details at 4.3
4.2.1	You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million. If you are a relevant commercial organisation, please: • confirm that you have published a statement as required by Section 54 of the Modern Slavery Act. • confirm that the statement complies with the requirements of Section 54 and any guidance issued under Section 54.	☒ Yes ☐ No ☒ Yes ☐ No
4.2.2	If your latest published statement is available electronically, please provide: • the web address • precise reference of the documents	https://www.northumbria.ac.uk/governance/modern-slavery-statement/
4.3	If you have answered YES to any of the questions in 4.1, or NO to question 4.2.1, explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a due-diligence test failure. (Self Cleaning)	

Important note: The Council may, at its discretion and in consideration of any additional information provided or mitigating circumstances, may disregard any of the above, if it is satisfied that there are overriding requirements in the general interest that justify doing so – see the note on “Self-Cleaning” below.

ADDITIONAL NOTE 1 – CONFLICTS OF INTEREST

In accordance with the relevant question above, the Council may exclude the organisation if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the organisation to inform the Council.

ADDITIONAL NOTE 2 – SELF-CLEANING

An Organisation that answers “yes” to any of the questions above should provide sufficient evidence that provides a summary of the circumstances and any remedial action that has taken place subsequently, which may effectively “self-clean” the situation referred to. The organisation must demonstrate that it has taken such remedial action, to the satisfaction of the Council in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the organisation concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the organisation shall, as a minimum, prove that it has:

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the supplier shall be considered by the Council taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the supplier shall be given a statement of reasons for that decision.

Section 5			Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015
5.1	Are you a relevant commercial organisation as defined by section 54 (“Transparency in supply chains etc.”) of the Modern Slavery Act 2015 (“the Act”)?	☒ Yes ☐ No	
5.1.1	If you have answered “yes” to question 5.1.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	☒ Yes Please provide the relevant URL in the box below. ☐ No Please provide an explanation in the box below.	
Supplementary information to 5.1.1 https://www.northumbria.ac.uk/governance/modern-slavery-statement/			

Note: A relevant commercial organisation defined by the Act is one whose annual financial turnover exceeds £36 million pounds.

The Council reserves the right not to do business with the relevant commercial organisation as defined by the act, that does not, or cannot, confirm that it complies with the annual reporting requirements.

Section 6.1	Insurance	Response
	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Employer's (Compulsory*) Liability Insurance = £5million Public Liability Insurance = £5million Professional Indemnity Insurance = £1million * It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.	☒ Yes ☐ No

The Council reserves the right not to do business with the relevant supplier, that does not, or cannot, provide the necessary insurance levels prior to commencement of contract.

7.1 : HEALTH & SAFETY

The following applies to organisations that are bidding for work to be undertaken in the UK.

The organisation must:

- Ensure that its entire workforce and subcontractors will comply with all relevant health and safety legislation as well as any requirements or instructions from the Council.
- Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation.
- Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is bidding.
- Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is bidding that will identify, manage and mitigate associated risks and hazards.
- *(If it is an organisation with five or more employees)* have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to your workforce. This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

The Council may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

For further information on employers' health and safety obligations, please visit the Health and Safety Executive website at: <http://www.hse.gov.uk/simple-health-safety/index.htm>.

Specific guidance on how to write a policy and risk assessment is available at <http://www.hse.gov.uk/simple-health-safety/write.htm>.

Section 7.1	Health & Safety	Response
	I confirm that the organisation understands and agrees to the undertakings as described above.	☒ Yes ☐ No

7.2 : EQUALITY & DIVERSITY

Section 7.2.1	
Does the supplier comply with its legal obligations under the Equality Act 2010, relating to the following?	
Confirm as appropriate	
Age	Yes ☒ No ☐
Disability	Yes ☒ No ☐
Gender reassignment	Yes ☒ No ☐
Marriage and civil partnership	Yes ☒ No ☐
Pregnancy and maternity	Yes ☒ No ☐
Race	Yes ☒ No ☐
Religion or belief	Yes ☒ No ☐
Sex	Yes ☒ No ☐
Sexual orientation	Yes ☒ No ☐
NOTE TO ORGANISATION: <i>It is the responsibility of the supplier to keep up to date with relevant legislation and ensure it has a current understanding.</i>	

Section 7.2.2	Unlawful Discrimination at Tribunal	Response
	In the <u>last three years</u> has any finding of unlawful discrimination been made against the supplier by any court or industrial or employment tribunal?	☐ Yes ☒ No

Section 7.2.3	Unlawful Discrimination at Statutory Investigation	Response
	In the <u>last three years</u> has any finding of unlawful discrimination been made against the supplier as a result of a formal investigation by the Equality and Human Rights Commission (EHRC) or any relevant statutory European Body?	☐ Yes ☒ No

Section 7.2.4	Taking Remedial Action	Response
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	ONLY complete this section if you answered "YES" to 7.2.2 and/or 7.2.3:	N / A
	If you were required to take action, did the action taken satisfy the relevant organisation?	☐ Yes ☐ No
	Outline what action you were required to take:	
	If the required action was not taken, explain why not:	

7.3 : ENVIRONMENTAL MANAGEMENT

Section 7.3.1	Breach of Environmental Legislation	Response
	In the <u>last three years</u> , has your organisation been convicted of breaching environmental legislation, or had any formal notice served upon it, by any environmental regulator or authority (including local authority), either in the UK or any other EU member state?	☐ Yes ☒ No
	If "YES" please give details of the conviction or notice, including any action taken to resolve the situation:	

7.4 : SUB-CONTRACTORS

Section 7.4	Sub-Contractors	Response
	If you have confirmed that you are to use sub-contractors to deliver any aspect of this contract, you must confirm that you have processes in place to confirm that the sub-contractor meets each of the due-diligence tests above.	☐ Yes ☒ N/A – as no sub-contractors will be used to deliver any aspect of the contract

7.5 : CATEGORY SPECIFIC DUE-DILIGENCE

DECLARATION

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

I declare that to the best of my knowledge the information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the authority may terminate this contract in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Contact details and declaration	
Question	Response
Contact name	Alison Machin
Name of organisation	University of Northumbria at Newcastle
Role in organisation	Head of Department
Phone number	
E-mail address	alison.i.machin@northumbria.ac.uk
Postal address	Coach Lane campus, Benton, Northumbria University, Newcastle upon Tyne, NE7 7XA.
Signature (electronic is acceptable)	
Date	27/3/2025

Any subsequent contract will be issued electronically, therefore please confirm your designated signatory or signatories with authority to sign the agreement;

Name	
Email address	

Name	
Email address	

SCHEDULE 3 – PRICING SCHEDULE

The requirement for CDCA is for training of 8 people in the 2025/2026 programme £3,800 per person. £30,400 per annum.

MODIFICATION

Minor increase to demand for training provision further to discussions with DCC CYPS engaging with the PBS programme and reduction in unit cost from the provider.

The original requirement was for training of 8 people in the 2025/2026 programme at a cost of £3,800 per person. £30,400 per annum

This needs to be amended to 9 people at the cost of £3666 totalling £32994.

Original Contract Price Awarded £30,400

Increase the agreed Contract Price by £2594 in respect of this modification

SCHEDULE 4 – DATA PROTECTION

Caldicott Guardian	where relevant the senior officer responsible for safeguarding the confidentiality of service users' information.
Communication	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).
Controller	as defined in the Data Protection Legislation
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
Data Protection Supervisory Authority	means any regulator, authority or body responsible for administering Data Protection Laws.
Data Subject	as defined in the Data Protection Legislation.
Data Subject Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Permitted Lawful Basis	means the UK GDPR.
Permitted Purpose	means for training purposes.

Personal Data	as defined in the Data Protection Legislation
Personal Data Breach	has the meaning given in the Data Protection Legislation.
Processor	as defined in the Data Protection Legislation
Protected Data	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.
Shared Personal Data	means Personal Data received by the Receiving Party from or on behalf of the Disclosing Party, or otherwise made available by the Disclosing Party.

1. DATA PROTECTION

- 1.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 1.2** The Provider must:
- (1) nominate an Information Governance Lead, to be responsible for information governance;
 - (2) where relevant, nominate a Caldicott Guardian; and
 - (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.
- 1.3** The Parties acknowledge that:
- (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;~~
 - (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~~
 - (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.

PARAGRAPHS 1.4 – 1.6.4 APPLY WHERE THE PROVIDER IS THE CONTROLLER

- 1.4** ~~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.~~
- 1.5** ~~The Provider's obligations in relation to Personal Data processed by the Provider in the course of delivering the Services include:~~

- ~~(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;~~
- ~~(2) maintaining and operating policies that describe the personal responsibilities of the Provider's personnel for handling Personal Data and applying those policies conscientiously;~~
- ~~(3) maintaining and operating agreed protocols to govern the disclosure of Personal Data.~~

~~1.6 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:~~

- ~~(1) the identity of the Controller,~~
- ~~(2) if it has nominated a representative for the purposes of the Data Protection Legislation, the identity of that representative,~~
- ~~(3) the purpose or purposes for which the Personal Data are intended to be processed, and~~
- ~~(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.~~

~~[PARAGRAPHS 1.7 – 1.19 APPLY WHERE THE COUNCIL IS THE CONTROLLER AND THE PROVIDER IS THE PROCESSOR]~~

Compliance with Data Protection Legislation

~~1.7 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 Legislation 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 Legislation. Nothing in the Contract relieves the Provider of any responsibilities or liabilities under Data Protection Legislation.~~

~~1.8 The Provider shall indemnify and keep indemnified the Council against:~~

- ~~(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 Schedule; and~~
- ~~(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 Schedule had not occurred.~~

Instructions

~~1.9 The Provider shall only process (and shall ensure that the Provider's personnel only process) the Protected Data in accordance with Schedule 1, the Contract and the Council's written instructions from time to time (including when making any transfer to which Paragraph 1.14 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 Legislation. The Provider shall retain records of all instructions relating to the Protected Data received from the Council.~~

Security

~~1.10 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~~

~~1.11 The Provider shall:~~

- ~~(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;~~
- ~~(2) ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services;~~
- ~~(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 Schedule 1 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 Legislation 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.~~
- ~~(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's personnel as if they were its own; and~~
- ~~(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 Schedule 1 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~~

~~1.12 The Provider shall (at its own cost and expense) promptly:~~

- ~~(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 Legislation); and

- (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 Legislation, 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 Legislation);
 - (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 Legislation 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.

1.13 — the Provider shall (at no cost to the Council):

- (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 WorkingDays]); and
- (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

1.14 — 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

1.15 — 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 Schedule 1 and the Data Protection Legislation, 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] Working Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

Breach

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

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

- (2) ~~provide all information as the Council requires to report the circumstances referred to in Paragraph 1.16.1 to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Legislation.~~

Deletion/return

- ~~1.17 Subject to Paragraph 1.18, the Provider shall (and shall ensure that each of the Sub-Processors and Provider's personnel shall) within not less than [insert number] Working Days and not more than [insert days] Working 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).~~
- ~~1.18 The Provider shall (and shall ensure that each of the Sub-Processors and Provider's 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] Working Days of the relevant Processing End Date.~~
- ~~1.19 Within two Working Days of the date for performance of any obligation under Paragraph 1.17 the provider shall notify the council in writing:~~
- ~~(1) with confirmation over the extent to which it has complied with all obligations under Paragraph 1.17 to delete Protected Data;~~
 - ~~(2) if applicable, offer the full details of any failure to comply with any obligation under Paragraph 1.17 (in which case the provider shall notify the council immediately once this has been corrected); and~~
 - ~~(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)).~~

PARAGRAPHS 1.20 – 1.43 APPLY WHERE THE COUNCIL AND THE PROVIDER ARE JOINT CONTROLLERS

- 1.20** 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 Paragraph 1.20 – 1.43.
- 1.21** The parties agree to enter into a Data Sharing Agreement.

Compliance with Data Protection Legislation

- 1.22** The Receiving Party shall at all times comply with all Data Protection Legislation 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 schedule allocates certain rights and responsibilities among the parties as enforceable contractual obligations between themselves, however, nothing in this schedule is intended to limit or exclude either party's responsibilities or liabilities under any Data Protection Legislation.

Obligations of the Disclosing Party

- 1.23** 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

- 1.24** The Receiving Party shall ensure that at all times:

- (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 Legislation;
- (2) undertake processing of the Shared Personal Data only to the extent consistent with the Permitted Lawful Basis;
- (3) not by an act or omission cause the Disclosing Party (or any other person) to be in breach of any Data Protection Legislation; and
- (4) promptly (and in any event within 10 Working Days) on request provide the Disclosing Party with copies of all records referred to in Paragraph 1.38.

Technical and organisational measures

1.25 The Receiving Party shall at all times:

- (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 Legislation and as otherwise required to meet the requirements of both parties under all Data Protection Legislation; and
- (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.

1.26 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:

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

Disclosures to Permitted Recipients

1.27 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.

1.28 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:

- (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
- (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 Legislation.

International transfers

- 1.29** 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

- 1.30** 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 Legislation.
- 1.31** The Receiving Party shall promptly (and, in any event, within 2 Working 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).
- 1.32** Subject to the remainder of this Schedule, as between the parties, responsibility for compliance with and responding to:
- (1) any Data Subject Request falls on the party which first received such Data Subject Request;
 - (2) any Communication falls on the party which receives the Communication from a Communicator;
 - (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
- 1.33** The Receiving Party shall notify the Disclosing Party of any action under this Schedule 1 (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 Legislation. 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 *1 Working Day* of such action).
- 1.34** Paragraph 1.33 does not restrict either party's right to perform any of its obligations under Data Protection Legislation itself in the manner it determined (whether or not in addition to the other party having performed such obligations).
- 1.35** 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 Legislation and in relation to all Communications and Data Subject Requests.
- 1.36** The Disclosing Party's obligations under Paragraphs 1.33.2, 1.33.3, and 1.36 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

- 1.37** 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 Schedule..

Retention

- 1.38** Except as required by applicable law of the United Kingdom (or any part of the United Kingdom), the Receiving Party shall:
- (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 Schedule and all Data Protection Legislation and in any event cease to process each part of the Shared Personal Data on the earlier of termination or expiry of this Contract;
 - (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 Paragraph 1.38.1.

Breach

- 1.39** Any breach by the Receiving Party of any of its obligations under this Schedule shall be regarded as being material for the purposes of this Contract.

Costs

- 1.40** 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 Schedule.
- 1.41** Each party shall ensure the information (including in privacy notices or other information) it gives to Data Subjects identifies the Provider at the Data 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).
- 1.42** 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 Schedule (including those relating to Data Subject Requests) is
- (a) Bronwyn Mthimunya who can be contacted at bronwyn.mthimunya@northumbria.ac.uk (in the case of the Disclosing Party); and
 - (b) *DPO for the Council, who can be contacted at DPO@durham.gov.uk*. (in the case of the Receiving Party). Each party may update details of their representative referred to in Paragraph 1.42 by notice to the other party in accordance with Paragraph 6.
- 1.43** The provisions of this Schedule 1 shall survive termination or expiry of this Contract.