

Contract for a Transformation Partner

ERFX:1002157

Between

Somerset Council

and

Newton Consulting Limited



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PLEASE NOTE THAT AS THIS IS A REDACTED VERSION PAGE NUMBERS MAY DIFFER

13th October

THIS AGREEMENT is dated

2025

Parties

- (1) SOMERSET COUNCIL of County Hall, Taunton, Somerset TA1 4DY (Authority).
- (2) NEWTON CONSULTING LIMITED whose registered address is 2 Kingston Business Park, Kingston Bagpuize, Abingdon, Oxfordshire, OX13 5FE and whose company number is 04279175 (Supplier).

(each a Party and together the Parties)

Background

- (A) By means of a public tender exercise the Authority sought proposals for the provision of a Transformation Partner. The Authority placed a contract notice ERFx:1002157 on 30/06/2025 in the UK e-notification service, Find a Tender, seeking expressions of interest from potential providers for the provision of the Services.
- (B) In response to the Authority's Invitation to Tender, the Supplier submitted a Tender on 30/07/2025 through which it represented to the Authority that it is capable of delivering the Services in accordance with the Authority's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to the Authority in the Supplier's Tender in relation to its competence, professionalism and ability to provide the Services in an efficient and cost-effective manner.
- (C) On the basis of the Supplier's Tender, the Authority selected the Supplier to provide the Services in accordance with the terms and conditions of this agreement.

Agreed terms

1 Definitions and Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in this agreement:

Achieve	in respect of a Milestone, the completion of that Milestone (and Achieved and Achievement shall be construed accordingly).
Achieved KPIs	in respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 2 (Performance Regime)).
Associated Company	any holding company from time to time of the Supplier and any subsidiary from time to time of the Supplier, or any subsidiary of any such holding company
Authorised Representatives	the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in Schedule 12 (Contract Management)
Authority Assets	any materials, plant or equipment owned or held by the Authority and provided by the Authority to the Supplier for use in providing the Services
Authority Data	all data and other material belonging to the Authority and all media of any nature containing information and data belonging to the Authority or relating to the Services.
Authority Premises	the premises owned, controlled or occupied by the Authority which are made available for use by the Supplier of its Sub-contractors for provision of the Services
BCDR Plan	the business continuity and disaster recovery plan at Schedule 7
Best Industry Practice	the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the term, the pricing structure and any other relevant factors
Bribery Act	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
Catastrophic Failure	(a) a failure by the Supplier for whatever reason to implement the BCDR Plan successfully and in accordance with its terms on the occurrence of a Disaster. (b) any action by the Supplier, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Authority has or may cause significant harm to the reputation of the Authority.



Change	any change to this agreement including to any of the Services.
Change Control Note	the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure
Change Control Procedure	the procedure for changing this agreement, as set out in Schedule 6 (Change Control)
Charges	the charges which shall become due and payable by the Authority to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in the Payment Schedule.
Commencement Date	the date of this agreement
Commercially Sensitive Information	the information listed in Schedule 13 comprising the information of a commercially sensitive nature relating to the Supplier which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss
Confidential Information	means all confidential information (however recorded or preserved) disclosed by a party to the other party in connection with this agreement, including but not limited to: a) any information which is known by the receiving party to be confidential; b) any information which is marked as or stated to be confidential; c) 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; d) any information developed by the parties in the course of carrying out this agreement; e) Personal Data f) any Commercially Sensitive Information.
Consistent Failure	shall have the meaning set out in Schedule 2 (Performance Regime)
Contract Year	a period of 12 months, commencing on the Service Commencement Date.
Controller	takes the meaning given in the UK GDPR
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this agreement, including any Personal Data Breach.
Data Protection Legislation	all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy



Data Protection Impact Assessment	an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018
Data Protection Officer	takes the meaning given in the UK GDPR.
Data Subject	takes the meaning given in the UK GDPR
Data Subject Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data.
DBS	the Disclosure and Barring Service
Default Notice	has the meaning given in clause 6.5
Delay	means a delay in the Achievement of a Milestone by its Milestone Date.
Disaster	the occurrence of one or more events which, either separately or cumulatively, means that the Services or a material part of the Services will be unavailable for a period of 24 hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period.
Dispute	Any dispute, difference or question of interpretation arising out of or in connection with this agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure
Dispute Notice	A written notice served by either Party on the other stating that the Party serving the notice believes that there is a Dispute
Dispute Resolution Procedure	the procedure set out in clause 20
DPA 2018	Data Protection Act 2018
EIRs	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
Estimated Year 1 Charges	the anticipated total Charges payable by the Authority in the first Contract Year as follows: [REDACTED]
Estimated Yearly Charges	means for the purposes of calculating each Party's annual liability under clause 23.5: i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or iii) after the end of the Agreement, the Charges paid or payable in the last Contract Year during the Term



Exit Plan	the plan produced and updated by the Supplier as set out in Schedule 9 (Exit Management)
FOIA	the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation
Force Majeure	any circumstance not within a party's reasonable control including, without limitation: a) acts of God, flood, drought, earthquake or other natural disaster; b) epidemic or pandemic; c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; d) nuclear, chemical or biological contamination or sonic boom; e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; f) collapse of buildings, fire, explosion or accident; but excluding any labour or trade dispute, strikes, industrial action or lockouts relating to the Supplier or the Supplier personnel or any other failure in the Supplier's or a Sub-Contractor's supply chain.
Health and Safety Policy	the health and safety policy of the Authority as provided to the Supplier on or before the Commencement Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety
Implementation Plan	the plan and/or programme for the Services agreed by the Parties after the Commencement Date and as amended by mutual agreement of the Parties from time to time
Information	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form)
Initial Term	the period commencing on the Commencement Date and ending on the fifth (5 th) anniversary of the Service Commencement Date.
Initial Services	the Services to be provided by the Supplier to the Authority (not by way of a Deliverable Order) comprising: 4) Current Initiatives; 5) Identification and Opportunity Development; 6) Short Term Tactical; and 7) Cultural Development Programme, as more particularly described in Schedule 1 (Specification) and Schedule 3 (Supplier's Tender) (where there is any conflict or



	inconsistency between these two documents, Schedule 1 (Specification) shall prevail.
Insolvency Event	where: a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company); d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company); e) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver; (i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier; f) the Supplier (being an individual) is the subject of a bankruptcy petition or order; g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive); i) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or j) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is



	incapable of managing his or her own affairs or becomes a patient under any mental health legislation
Intellectual Property Rights	Patents, utility models, rights to inventions, copyright 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 Personnel	those personnel identified in Schedule 12 for the roles attributed to such personnel, as modified pursuant to clause 13
KPIs	the key performance indicators set out in Schedule 2 (Performance Regime)
Law	the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply
Losses	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in agreement, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and Loss shall be interpreted accordingly
Management Reports	the reports to be prepared and presented by the Supplier in accordance with clause 17 and Schedule 12 to include a comparison of Achieved KPIs with the Target KPIs in the measurement period in question.
Milestone	means an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date
Milestone Date	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
Mobilisation Phase	the period from the Commencement Date to the Service Commencement Date.
Mobilisation Services	all those activities which the Supplier must undertake to ensure the Services are delivered on and from the Service Commencement Date.



Necessary Consents	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services
Party	a Party to this agreement
Payment Schedule	Schedule 4 of this agreement
Personal Data	takes the meaning given in the UK GDPR
Personal Data Breach	takes the meaning given in the UK GDPR
Processor	takes the meaning given in the UK GDPR
Procurement Act	means the Procurement Act 2023 and all regulations made under it
Prohibited Act	the following constitute Prohibited Acts: a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (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 agreement; c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; (iii) defrauding, attempting to defraud or conspiring to defraud the Authority. d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK
Protective Measures	appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Agreement, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
Relevant Transfer	a relevant transfer for the purposes of TUPE
Remediation Notice	a notice served by the Authority in accordance with clause 30.1(a)



Replacement Services	any services that are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Authority internally or by any Replacement Supplier.
Replacement Supplier	any third party supplier of Replacement Services appointed by the Authority from time to time
Request for Information	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs
Required Electronic Form	means a form that—(a) complies with the standard for electronic invoicing approved and issued by the British Standards Institution in the document numbered BS EN 16931-1:2017 (Electronic invoicing - Part 1: Semantic data model of the core elements of an electronic invoice), and (b) uses a syntax which is listed as a syntax that complies with that standard in the document numbered PD CEN/TS 16931-2:2017 (Electronic invoicing - Part 2: List of syntaxes that comply with EN 16931-1) approved and issued by the British Standards Institution.
Secure Email	the Authority's secure system, Outlook Message Encryption (OME) and Azure Information Protection (AIP) (or such other secure system used by the Authority from time to time), used to send personal or commercially sensitive information by email
Service Commencement Date	the date of this agreement
Service Failure	a failure by the Supplier to provide the Services in accordance with any Target KPI
Services	the services to be delivered by or on behalf of the Supplier under this agreement (including the Initial Services), as more particularly described in the Services Specification and in any Deliverable Order
Services Specification	the specification for the Services contained at Schedule 1
Sub-Contract	any contract or agreement (or proposed contract or agreement) between the Supplier (or the Sub-Contractor) and any third party pursuant to which the Supplier agrees to source the provision of any of the Services or any part thereof or necessary for the management, direction or control of the Services or part thereof from that third party
Sub-Contractor	any third party with whom: a) the Supplier enters into a Sub-contract: or b) a third party under (a) above enters into a Sub-contract or the servants or agents of that third party
Sub-Processor	any third party appointed to process Personal Data on behalf of that Processor related to this agreement
Supplier Equipment	the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services

Supplier Personnel	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor and/or Sub-Processor engaged in the performance of its obligations under this agreement
Supplier's Tender	the tender submitted by the Supplier and other associated documentation set out in Schedule 3
Target KPI	the minimum level of performance for a KPI which is required by the Authority as set out against the relevant KPI in Schedule 2 (Performance Regime)
Term	the period of the Initial Term as may be varied by: a) any extensions to this agreement which are agreed pursuant to clause 3; or b) the earlier termination of this agreement in accordance with its terms
Termination Date	the date of expiry or termination of this agreement
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246)
UK GDPR	the UK General Data Protection Regulation
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to any other gender.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes secure e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.

- 1.13 Where there is any conflict or inconsistency between the provisions of the agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the agreement;
 - (b) the Services Specification;
 - (c) the remaining schedules to this agreement other than the Supplier's Tender;
 - (d) the Supplier's Tender.

Commencement and Duration

2 Term

- 2.1 This agreement shall take effect on the Commencement Date and shall continue for the Term.

3 Extending the Initial Term

- 3.1 The Authority may extend this agreement beyond the Initial Term by a further period of two (2) years (Extension Period). If the Authority wishes to extend this agreement, it shall give the Supplier at least three (3) months' written notice of such intention before the expiry of the Initial Term.
- 3.2 If the Authority gives such notice then the Term shall be extended by the period set out in the notice.
- 3.3 If the Authority does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of clause 35 shall apply.

4 Due Diligence and Supplier's warranty

- 4.1 The Supplier acknowledges and confirms that:
- (a) the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this agreement;
 - (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Authority pursuant to clause 4.1(a);
 - (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement (including without limitation the suitability of Authority Premises); and
 - (d) it has entered into this agreement in reliance on its own due diligence.
- 4.2 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 4.3 The Supplier:



- (a) warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender, remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the agreement; and
- (b) shall promptly notify the Authority in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs.

4.4 The Supplier shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with clause 4.3(b) save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Authority and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional costs from the Authority or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.

4.5 Nothing in this clause 4 shall limit or exclude the liability of the Authority for fraud or fraudulent misrepresentation.

5 Implementation Plan

5.1 Not used.

5.2 Not used.

5.3 The first Implementation Plan (including applicable Milestones and Milestone Dates) is at Schedule 14. Any subsequent changes to the Implementation Plan must be agreed jointly by the Parties.

5.4 The Supplier shall:

- (a) comply with the Implementation Plan; and
- (b) ensure that each Milestone is Achieved on or before its Milestone Date.
- (c) If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay it shall:
 - (i) notify the Authority; and
 - (ii) comply with all reasonable requests of the Authority in order to address the impact of the Delay or anticipated Delay; and
 - (iii) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6 Supply of Services

6.1 The Supplier shall provide the Services to the Authority with effect from the Service Commencement Date and for the Term in accordance with the provisions of this agreement.

- 6.2 It is anticipated that the Supplier will provide the Initial Services from and until the following dates:

Initial Service	Start Date	End Date
Current Initiatives	Service Commencement Date	25 th January 2026
Identification and Opportunity Development	Service Commencement Date	25 th January 2026
Short Term Tactical	10 th November 2025	29 th March 2026
Cultural Development Programme	Service Commencement Date	5 th October 2026

- 6.3 The Authority may issue Deliverable Orders in accordance with Schedule 5.
- 6.4 With the exception of the Initial Services (which, for the avoidance of doubt, are subject to the Authority's right to terminate early in accordance with clause 32), the Authority makes no representations or warranties to the Supplier about the minimum or total amount or value of the Services that the Authority will instruct the Supplier to provide under the Agreement and the Supplier does not have any claim for any loss whatsoever including loss of profit or loss of business or otherwise if the Services are less in scope or value than anticipated.
- 6.5 In the event that the Supplier does not comply with the provisions of clause 6.1 in any way, the Authority may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a Default Notice).

7 KPIs

- 7.1 Where any Service is stated in Schedule 2 (Performance Regime) to be subject to a specific KPI, the Supplier shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than such specific Target KPI.
- 7.2 In the event that existing Services are varied and new Services are added, Target KPIs for the same will be determined and included within Schedule 2 (Performance Regime).
- 7.3 The Supplier shall provide records of and Management Reports summarising the Achieved KPIs as provided for in clause 17.

8 Services Standards

- 8.1 Without prejudice to clause 7, the Supplier shall provide the Services:

- (a) with reasonable skill and care;
- (b) in accordance with Best Industry Practice; and
- (c) so that they comply with and meet all the requirements of:
 - (i) this agreement;

- (ii) the Services Specification;
- (iii) the Supplier's Tender;
- (iv) the Authority's policies set out or referred to in the Services Specification; and
- (v) all applicable Laws.

9 Compliance

- 9.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services and the Authority shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 9.2 Where there is any conflict or inconsistency between the provisions of the agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.
- 9.3 The Supplier shall perform its obligations under this agreement (including those in relation to the Services) in accordance with:
- (a) all applicable Law regarding health and safety; and
 - (b) the Health and Safety Policy whilst at the Authority Premises.
- 9.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 9.5 The Supplier shall (and shall procure that the Supplier Personnel shall):
- (a) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Authority's equality and diversity policy as provided to the Supplier from time to time; and
 - (iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality law; and
 - (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
 - (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

10 Authority Premises and Assets

- 10.1 With effect from the Service Commencement Date, the Authority shall grant the Supplier a non-exclusive and revocable licence to enter the Authority Premises for the sole purpose of providing the Services to the Authority. The licence shall be subject to the conditions of this agreement, is personal to the Supplier and is not deemed to create a relationship of landlord and tenant between the parties.
- 10.2 The licence granted pursuant to clause 10.1 shall terminate immediately on the expiry or earlier termination of this agreement.
- 10.3 The Supplier shall ensure that visiting or using the Authority Premises, the Supplier Personnel shall:
- (a) keep the Authority Premises clean, tidy and properly secure;
 - (b) co-operate as far as may be reasonably necessary with the Authority's employees;
 - (c) act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Authority; and
 - (d) comply with all the rules and regulations that the Authority notifies to the Supplier from time to time relating to the use and security of the Authority Premises.
- 10.4 The Supplier shall ensure that the Supplier Personnel shall not:
- (a) obstruct access to the Authority Premises, or any part of them; or
 - (b) do or permit to be done on the Authority's Premises anything which is illegal or which may be or become a nuisance, damage, inconvenience or disturbance to the Authority or the occupiers of or visitors to the Authority Premises.
- 10.5 The Supplier shall ensure that any Authority Assets are:
- (a) used with all reasonable care and skill and in accordance any manufacturer guidelines or instructions;
 - (b) kept properly secure; and
 - (c) not removed from the Authority Premises unless expressly permitted under this agreement or agreed in writing with by the Authority's Authorised Representative.
- 10.6 The Authority shall maintain and repair the Authority Assets but where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier Personnel (fair wear and tear excluded) the costs incurred by the Authority in maintaining and repairing the same shall be recoverable from the Supplier as a debt.
- 10.7 The Supplier shall notify the Authority immediately on becoming aware of any damage caused by the Supplier Personnel to any property of the Authority or other recipient of the Services, or to any of the Authority Premises in the course of providing the Services. The Supplier shall be responsible for the reasonable costs of repair or replacement and, without prejudice to its other rights and remedies under this agreement or otherwise, the Authority shall be entitled to set off such reasonable costs of repair or replacement against sums owing to the Supplier under this agreement.

- 10.8 In the event of the expiry or termination of the agreement, the Authority shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Authority Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.

11 Disaster recovery

- 11.1 On and from the Service Commencement Date the Supplier shall have in place the BCDR Plan.
- 11.2 The Supplier warrants that the BCDR Plan;
- (a) has been prepared in accordance with Good Industry Practice;
 - (b) is sufficient to ensure:
 - (i) continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services;
 - (ii) the recovery of the Services in the event of a Disaster.
 - (iii) that the Services are provided in accordance with this agreement at all times during and after the invocation of the BCDR Plan;
 - (iv) that the adverse impact of any Disaster, service failure, or disruption on the operations of the Council is minimal as far as reasonably possible.
- 11.3 The Supplier shall comply at all times with the relevant provisions of the BCDR Plan.
- 11.4 Following the declaration of a Disaster in respect of any of the Services, the Supplier shall:
- (a) implement the BCDR Plan;
 - (b) continue to provide the affected Services to the Authority in accordance with the BCDR Plan; and
 - (c) restore the affected Services to normal within the period laid out in the BCDR Plan.
- 11.5 To the extent that the Supplier complies fully with the provisions of this clause 11 (and the reason for the declaration of a Disaster was not breach of any of the other terms of this agreement on the part of the Supplier), the KPIs to which the affected Services are to be provided during the continuation of the Disaster shall not be the KPIs as referred to in clause 7 but shall be the KPIs set out in the BCDR Plan or (if none) the best service levels which are reasonably achievable in the circumstances.

Charges and Payment

12 Payment

- 12.1 In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of this agreement, the Authority shall pay the Charges to the Supplier in accordance with the Payment Schedule.
- 12.2 The Supplier shall submit an invoice quoting a valid Purchase Order number at the time the Charges are expressed to be payable in accordance with the Payment Schedule.



- 12.3 Where the Supplier submits an invoice to the Authority in accordance with clause 12.2, the Authority will consider and verify that invoice in a timely fashion. On receiving an invoice from the Supplier, the Authority shall notify the Supplier without undue delay if:
- (a) it considers the invoice invalid, or
 - (b) it disputes the invoice.
- 12.4 The Authority shall accept and process for payment any invoice (including an electronic invoice) issued by the Supplier which is (i) not disputed, and (ii) (in respect of electronic invoices) in the Required Electronic Form. The Authority shall be entitled to reject or delay payment where the Supplier fails to include the Purchase Order number with its invoice.
- 12.5 Any sum to be paid under the agreement shall be paid before the end of the period of 30 days beginning with;
- (a) the day on which an invoice is received by the Authority in respect of the sum, or
 - (b) if later, the day on which the payment falls due in accordance with the invoice.
- save that the above term does not apply if the Authority (i) considers the invoice invalid, or (ii) disputes the invoice.
- 12.6 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 20. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of ten (10) Working Days after resolution of the dispute between the parties.
- 12.7 Subject to clause 12.6, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 12.8 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this agreement.
- 12.9 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this agreement. Such records shall be retained for inspection by the Authority for six (6) years from the end of the Contract Year to which the records relate.
- 12.10 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 12.3 and clause 12.4 of this agreement; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include in any subcontract which it awards provisions having the same effect as clause 10.7 to clause 10.9 of this agreement.



- 12.11 The Authority may retain or set off any sums owed to it by the Supplier which have fallen due and payable against any sums due to the Supplier under this agreement or any other agreement pursuant to which the Supplier or any Associated Company of the Supplier provides services to the Authority.
- 12.12 The Supplier shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

Personnel

13 Key Personnel

- 13.1 Each party shall appoint the persons named as such in Schedule 12 as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.
- 13.2 The Supplier shall not remove or replace any of the Key Personnel unless:
- (a) requested to do so by the Authority;
 - (b) the person is on long-term sick leave;
 - (c) the element of the Services in respect of which the individual was engaged has been completed to the Authority's satisfaction;
 - (d) the person resigns from their employment with the Supplier; or
 - (e) the Supplier obtains the prior written consent of the Authority.
- 13.3 The Supplier shall inform the Authority of the identity and employment background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified. The Authority shall be entitled to interview any such person and may object to any such proposed appointment within ten (10) Working Days of being informed of or interviewing (whichever is the later) any such replacement if, in its reasonable opinion, it considers the proposed replacement to be unsuitable for any reason.
- 13.4 Each party shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than twenty (20) Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Supplier or the Authority becoming aware of the role becoming vacant.
- 13.5 The Authority may require the Supplier to remove, or procure the removal of, any of its Key Personnel whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities.
- 13.6 If the Supplier replaces the Key Personnel as a consequence of this clause 13, the cost of effecting such replacement shall be borne by the Supplier.

14 Other personnel used to provide the services

14.1 At all times, the Supplier shall ensure that:

- (a) each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- (b) there is an adequate number of Supplier Personnel to provide the Services properly;
- (c) only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
- (d) all of the Supplier Personnel comply with the Authority's policies applicable to persons who are allowed access to the applicable Authority Premises.

14.2 The Authority may refuse to grant access to, and remove, any of the Supplier Personnel who do not comply with any such policies, or if they otherwise present a security threat.

14.3 The Supplier shall replace any of the Supplier Personnel who the Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

14.4 The Supplier shall maintain up-to-date personnel records on the Supplier Personnel engaged in the provision of the Services and shall provide information to the Authority as the Authority reasonably requests on the Supplier Personnel. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the UK GDPR and the DPA 2018.

14.5 The Supplier shall use its best endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments.

15 Not used

15.1

16 TUPE

16.1 The parties agree that the provisions of Schedule 10 (TUPE) shall apply to any Relevant Transfer of staff under this agreement.

Contract Management

17 Reporting and Meetings

17.1 The Supplier shall provide the Management Reports in the form and at the intervals set out in Schedule 12.

17.2 The Authorised Representatives and relevant Key Personnel shall meet in accordance with the details set out in Schedule 12 and the Supplier shall, at each meeting, present its previously circulated Management Reports in the format set out in that Schedule.

- 17.3 The Supplier shall provide all information in respect of the KPIs that the Authority requires in order to comply with its obligations under the Procurement Act and consents to the Authority publishing relevant information as required by the Procurement Act.

18 Monitoring

- 18.1 The Authority may monitor the performance of the Services by the Supplier and the Supplier shall provide, upon request, such information and access to the premises of the Supplier and Supplier Personnel as the Authority reasonably requires for this purpose.
- 18.2 The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Authority in carrying out the monitoring referred to in clause 18.1 at no additional charge to the Authority.
- 18.3 The Authority shall provide a reasonable period of notice of its intention to conduct any monitoring under this clause.

19 Change Control and Continuous Improvement

- 19.1 Any requirement for a Change shall be subject to the Change Control Procedure.
- 19.2 Not used.
- 19.3 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Supplier shall identify and report to the Authority's Authorised Representative once every six (6) months on:
- (a) the emergence of new and evolving relevant technologies which could improve the Services;
 - (b) new or potential improvements to the Services;
 - (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk; and
 - (d) changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater benefits to the Authority.
- 19.4 Any potential Changes highlighted as a result of the Supplier's reporting in accordance with clause 19.3 shall be addressed by the parties using the Change Control Procedure.

20 Dispute resolution

- 20.1 If a Dispute arises out of or in connection with the performance, validity or enforceability of this agreement then, except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other a Dispute Notice, setting out its nature and full particulars, together with relevant supporting documents. On receipt of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within thirty (30) days of receipt of the Dispute Notice, the Dispute shall

be referred to the Authority's Executive Director Resources, Strategy & Transformation and a Senior or Founding Director of the Supplier who shall attempt in good faith to resolve it; and

- (c) if the Authority's Executive Director Resources, Strategy & Transformation and a Senior or Founding Director of the Supplier 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 Solve. 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 Solve. The mediation will start not later than twenty (20) days after the date of the ADR notice.

20.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 46 which clause shall apply at all times.

21 Sub-Contracting

21.1 The Supplier shall not sub-contract the whole or any part of its obligations under this agreement without the prior written consent of the Authority.

21.2 In the event that the Supplier enters into any Sub-Contract in connection with this agreement it shall:

- (a) remain responsible to the Authority for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
- (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
- (c) provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority.

21.3 The Supplier shall (unless otherwise agreed in writing with the Authority) advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term.

Liability

22 Indemnities

22.1 The Supplier shall indemnify and keep indemnified the Authority against all Losses incurred by the Authority arising out of or in connection with:

- (a) the wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Agreement;
- (b) non-payment by the Supplier of any Tax or National Insurance; any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty (to the extent that this arises as a result of a breach by the



Supplier of its obligations under the Agreement or by its negligence).

23 Limitation of Liability

- 23.1 Subject to clause 23.2 and 23.5, neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement.
- 23.2 Notwithstanding the provisions of clause 23.1, but subject to clause 23.5, the Supplier assumes responsibility for and acknowledges that the Authority may, amongst other things, recover, to the extent arising from the Supplier's breach of this agreement or negligence:
- (a) sums paid by the Authority to the Supplier pursuant to this agreement, in respect of any services not provided in accordance with the agreement;
 - (b) wasted expenditure;
 - (c) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
 - (d) Losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Supplier's Personnel, regulator or customer of the Authority) against the Authority caused by the act or omission of the Supplier;
 - (e) any anticipated savings the Supplier has committed to supporting, except for where such anticipated savings have not been made (wholly or mainly) as a result of any act or omission of the Authority and/or any third party.
- 23.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this agreement.
- 23.4 The Supplier's total aggregate liability is unlimited in respect of:
- (i) the indemnities in Schedule 10 (TUPE); and
 - (ii) any breach of clauses 26 and 34;
- 23.5 Subject to clauses 23.4 and 23.6, each Party's total aggregate liability in each Contract Year (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges.
- 23.6 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence;
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other liability for which may not be limited under any applicable law.

24 Insurance

- 24.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance (the Required Insurances) providing as a minimum the following levels of cover:
- (a) public liability insurance with a limit of indemnity of not less than £10,000,000 (ten million pounds) in relation to any one claim or series of claims;
 - (b) employer's liability insurance with a limit of indemnity of not less than £10,000,000 (ten million pounds);
 - (c) professional indemnity insurance with a limit of indemnity of not less than £10,000,000 (ten million pounds) in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover.
- 24.2 The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.
- 24.3 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 24.4 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 24.5 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.
- 24.6 The Supplier shall hold and maintain the Required Insurances for a minimum of six (6) years following the expiration or earlier termination of the agreement.

Information

25 Freedom of Information

- 25.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Authority all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and



- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

- 25.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 25.3 Notwithstanding any other term of this agreement, the Supplier consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
- 25.4 The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Supplier shall assist and co-operate with the Authority to enable the Authority to publish this agreement.

26 Data Protection

- 26.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 11. The only processing that the Processor is authorised to do will be provided in writing as and when the scope of the processing has been determined by the Controller beyond that which is listed in Schedule 11 by the Controller and may not be determined by the Processor.
- 26.2 The Processor shall notify the Controller without undue delay if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 26.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 26.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this agreement:
 - (a) process that Personal Data only in accordance with Schedule 11, unless the Processor is required to do otherwise by Law. If it is so required the Processor



shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this agreement (and in particular Schedule 11);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the agreement unless the Processor is required by Law to retain the Personal Data.
- 26.5 Subject to clause 26.6, the Processor shall notify the Controller without undue delay if it:
 - (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 26.6 The Processor's obligation to notify under clause 26.5 shall include the provision of further information to the Controller in phases, as details become available.
- 26.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 26.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 26.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;



- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

26.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

26.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

26.11 Before allowing any Sub-processor to process any Personal Data related to this agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 26 such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

26.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

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

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

27 Confidentiality

27.1 Subject to clause 27.2, each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this agreement; or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 27.

27.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:

- (a) which the other party confirms in writing is not required to be treated as Confidential Information;
- (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;



- (c) which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;
- (d) which is in or enters the public domain other than through any disclosure prohibited by this agreement;
- (e) which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
- (f) which is disclosed by the Authority on a confidential basis to any central government or regulatory body.

27.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this agreement, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives 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 agreement,
- (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 27.3.

27.4 The provisions of this clause 27 shall survive for a period of six (6) years from the Termination Date.

28 Audit

28.1 During the Term and for a period of six (6) years after the Termination Date, the Authority may conduct an audit for the following purposes:

- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services;
- (b) to review the integrity, confidentiality and security of any data relating to the Authority or any service users;
- (c) to review the Supplier compliance with the UK GDPR and the DPA, the FOIA, in accordance with clause 26 (Data Protection) and clause 25 (Freedom of Information) and any other legislation applicable to the Services;
- (d) to review any records created during the provision of the Services;
- (e) to review any books of account kept by the Supplier in connection with the provision of the Services;
- (f) to carry out the audit and certification of the Authority's accounts;
- (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (h) to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.



- 28.2 Except where an audit is imposed on the Authority by a regulatory body, the Authority may not conduct an audit under this clause 28 more than once in any calendar year.
- 28.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not (i) unreasonably disrupt the Supplier, (ii) delay the provision of the Services. (iii) impose an unreasonable administrative burden on the Supplier.
- 28.4 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites controlled by the Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - (c) access to the Supplier Personnel.
- 28.5 The Authority shall provide a reasonable period of notice of its intention or, where possible, a regulatory body's, intention to conduct an audit.
- 28.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
- 28.7 If an audit identifies that:
- (a) the Supplier has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Authority about the Charges, proposed Charges or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information;
 - (b) the Authority has overpaid any Charges, the Supplier shall pay to the Authority the amount overpaid within 20 days. The Authority may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and
 - (c) the Authority has underpaid any Charges, the Authority shall pay to the Supplier the amount of the under-payment less the cost of audit incurred by the Authority if this was due to a default by the Supplier in relation to invoicing within 20 days.
- 28.8 The Authority shall procure that any third party conducting an audit on its behalf shall, before accessing any confidential information of the Supplier, enter into a confidentiality agreement in favour of the Supplier (providing such confidentiality agreement is on reasonable terms).

29 Intellectual Property

- 29.1 In the absence of prior written agreement by the Authority to the contrary (including as agreed as part of the Deliverable Order process), all Intellectual Property Rights created by the Supplier or Supplier's Personnel:
- (a) in the course of performing the Services; or
 - (b) exclusively for the purpose of performing the Services,
- shall vest in the Authority on creation.
- 29.2 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

Termination

30 Termination for Cause

- 30.1 The Authority may terminate this agreement in whole or part with immediate effect by the service of written notice on the Supplier in the following circumstances:
- (a) if the Supplier is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Authority may only terminate this agreement under this clause 30.1 if the Supplier has failed to remedy such breach within fourteen (14) days of receipt of a notice from the Authority (a "Remediation Notice") to do so;
 - (b) if a Consistent Failure has occurred;
 - (c) if a Catastrophic Failure has occurred;
 - (d) if there is an Insolvency Event;
 - (e) if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.
- 30.2 The Authority may terminate this agreement in accordance with the provisions of clause 33 and clause 33.6.
- 30.3 If this agreement is terminated by the Authority pursuant to this clause or at common law (but not, for the avoidance of doubt, where the agreement is terminated by the Authority for its convenience), such termination shall be at no loss or cost to the Authority and the Supplier hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination for cause provided that the Authority takes reasonable steps to mitigate such losses or costs.
- 30.4 The Supplier can issue a notice sent to the Authority providing notification that payment has not been received on time (a "Reminder Notice"). If the Authority does not pay an undisputed invoiced sum worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice, the Supplier can terminate the agreement by written notice to the Authority.
- 30.5 The Parties' rights of termination under the Agreement constitute their sole rights to terminate the Agreement and for the avoidance of doubt any right to terminate the Agreement at common law are expressly excluded.

31 Termination rights under the Procurement Act

31.1 In this clause, terms used in this clause shall be as defined in the Procurement Act.

31.2 The Authority may terminate this agreement in the following circumstances:

- (a) the Authority considers that the agreement was awarded or modified in material breach of the Procurement Act or regulations made under it;
- (b) the Supplier has, since the award of the contract, become an excluded supplier or excludable supplier (including by reference to an associated person);
- (c) subject to 31.3, a supplier (other than an associated person) to which the supplier is sub-contracting the performance of all or part of the public contract is an excluded or excludable supplier.

31.3 The termination ground in subsection 31.2(c) is not available unless:

- (a) the contracting authority requested information under section 28(1)(a) (information about sub-contractors) of the Procurement Act in relation to the award of the agreement, and
- (b) sub-clause (i) (ii), or (iii) applies as follows:
 - (i) this sub-clause applies if, before awarding the agreement, the Authority did not know the Supplier intended to sub-contract the performance of all or part of the agreement;
 - (ii) this sub-clause applies if
 - (A) the sub-contractor is an excluded or excludable supplier under section 57(1)(b) or (2)(b) (the debarment list) of the Procurement Act, and
 - (B) before awarding the agreement the Authority—
 - 1. sought to determine whether that was the case in accordance with section 28(1)(b) of the Procurement Act, but
 - 2. did not know that it was.
 - (iii) this sub-clause applies if—
 - (A) the sub-contractor is an excluded or excludable supplier under section 57(1)(a) or (2)(a),
 - (B) the Authority requested information about the sub-contractor under section 28(2) of the Procurement Act, and
 - (C) before awarding the Agreement, the Authority did not know that the sub-contractor was an excluded or excludable supplier.

31.4 Before terminating the agreement under this clause, the Authority shall

- (a) notify the Supplier of its intention to terminate,
- (b) specify which termination ground applies and why the Authority has decided to terminate the agreement,
- (c) give the supplier reasonable opportunity to make representations about—
 - (i) whether a termination ground applies, and
 - (ii) the authority's decision to terminate.



- 31.5 Before terminating the agreement by reference to the fact that a supplier to which the Supplier is sub-contracting is an excluded or excludable supplier, the Authority shall give the Supplier reasonable opportunity to—
- (a) cease sub-contracting to the excluded or excludable supplier, and
 - (b) if necessary, find an alternative supplier to which to sub-contract.

32 Termination without Cause

- 32.1 Without affecting any other right or remedy available to it, the Authority may terminate this agreement at any time by giving three (3) months' written notice to the Supplier.
- 32.2 If the Authority terminates the agreement under this clause 32, the Authority must promptly pay (i) all outstanding Charges and (ii) the Supplier's reasonable committed and unavoidable costs (but expressly excluding lost profit), providing the Supplier provides a fully itemised schedule evidencing such costs.

33 Force Majeure

- 33.1 Provided it has complied with the remaining provisions of this Clause 33, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 33.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.
- 33.3 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event but not later than two (2) days from its start], notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 33.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Supplier cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Supplier should have foreseen and provided for the cause in question.
- 33.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 33.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than eight (8) weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving two (2) weeks' notice to the Affected Party.

34 Prevention of Bribery

- 34.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Commencement Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 34.2 The Supplier shall not during the Term:
- (a) commit a Prohibited Act; and/or
 - (b) do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.
- 34.3 The Supplier shall during the Term:
- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
 - (b) keep appropriate records of its compliance with its obligations under clause 34.1(a) and make such records available to the Authority on request.
- 34.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of clause 34.1 and/or clause 34.2, or has reason to believe that it has or any of the Supplier Personnel have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise suspects that any person or Party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.
- 34.5 If the Supplier makes a notification to the Authority pursuant to clause 34.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with clause 28.
- 34.6 If the Supplier is in breach under clause 34.1 and/or clause 34.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of this agreement any Supplier Personnel whose acts or omissions have caused the breach; or

(b) immediately terminate this agreement.

- 34.7 Any notice served by the Authority under clause 34.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this agreement shall terminate).

35 Consequences of Expiry or Termination

- 35.1 On the expiry of the Term or if this agreement is terminated in whole or in part for any reason the provisions of the Exit Plan as set out at Schedule 9 (Exit Management) shall come into effect and the Supplier shall co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier.
- 35.2 Any provision of this agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry, including clause 7.3 (provision of records), clause 22 (Indemnities), clause 24 (Insurance), clause 25 (Freedom of Information), clause 26 (Data Protection), clause 28 (Audit), clause 30 (Termination for Cause) and this clause 35 (Consequences of termination) shall survive termination or expiry of this agreement.
- 35.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

General Provisions

36 Non-Solicitation

- 36.1 Neither party shall (except with the prior written consent of the other) during the Term, and for a period of one year thereafter, solicit or attempt to solicit or entice away any senior staff of the other party who have been engaged in the provision of the Services or the management of this agreement or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other party.

37 Waiver

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

38 Rights and Remedies

- 38.1 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

39 Severability

- 39.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion

of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- 39.2 If any provision or part-provision of this agreement is deemed deleted under clause 39.1, the parties shall negotiate in good faith to agree a replacement provision that to the greatest extent possible, achieves the intended commercial result of the original provision.

40 Partnership or Agency

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

41 Third party rights

- 41.1 Except as expressly provided in Schedule 10 (TUPE) or elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 41.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

42 Publicity

- 42.1 The Supplier shall not:
- (a) make any press announcements or publicise this agreement or its contents in any way; or
 - (b) use the Authority's name or logo in any promotion or marketing or announcement of orders,
- except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority.

43 Notices

- 43.1 Any notice to be given under this agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 43.3, Secure Email to the address of the relevant Party set out in this agreement, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 43.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. A Secure Email shall be deemed delivered when sent unless an error message is received.
- 43.3 Notices under clauses 30 (Termination for Cause), 32 (Termination without Cause), 33 (Force Majeure) may be served by Secure Email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 43.1.

44 Entire agreement

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

45 Counterparts

- 45.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

46 Governing law

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

47 Jurisdiction

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

IN WITNESS whereof the Agreement has been executed as a deed by the Parties
hereto the day and year first before written.

The corporate seal for)
SOMERSET COUNCIL is hereunto)
affixed and authenticated by:)
)
)
)
)

Authorised signatory:

Executed as a deed by
NEWTON CONSULTING LIMITED
acting by two directors

Director:

Director:

Schedule 1 Specification

Procurement Document B

Specification

Somerset Council Transformation Partner ERFX:1002157

Contents

Specification

1. Background and Scope

1. Background

Somerset Council was formed in April 2023 as a new unitary authority, merging five councils. This Local Government Reorganisation (LGR) aimed to streamline services, reduce duplication, and improve outcomes for residents. The initial focus was on maintaining safe and legal services, followed by a shift to transformation.

1. Vision and Approach

- **Smaller, Leaner, Focused:** The Council aims to be a more agile organisation, focusing on services only it can deliver, while empowering communities and partners.
- **Digital and Innovation:** Emphasis on automation and data to improve efficiency, freeing staff for complex, people-focused work.
- **Design Principles:** Services are being redesigned around resident value, guided by principles of agility, sustainability, and inclusivity.
- **Values:** Co-created values - Excellence, One Team, Belonging - are being embedded to shape a unified culture.

2. Challenges and Financial Emergency

- **Integration Complexity:** Merging systems, policies, and cultures proved challenging.

- **Financial Crisis:** By November 2023, the Council declared a financial emergency due to rising costs and reduced funding, with a projected £100m gap for 2024/25.
- **Immediate Actions:** Spending and hiring freezes, contract reviews, asset sales, and emergency government support (£43m) were implemented.

3. Transformation Programme Phase 1 (February 2024 – May 2025)

Launched in February 2024, the programme included:

1. **Organisational Redesign:** A new Target Operating Model (TOM) to guide structure and governance.
2. **Workforce Reshape:** wholesale restructuring with a reduction in budget of c£34m.
3. **Digital Innovation:** Investing in IT, automation, and data-led decision-making.
4. **Partnerships & Localities:** Strengthening collaboration with communities and pursuing devolution.
5. **Savings Plan:** Tracking and delivering both efficiency and transformational savings.

4. People and Culture

- **Impact on Staff:** Redundancies and rapid change affected morale.
- **Rebuilding Trust:** Leadership is focusing on engagement, leadership development, and celebrating progress.
- **Service Continuity:** Despite upheaval, services remained stable or improved, with no major failures.

5. Governance and Partnerships

- **Economic Prosperity Boards:** Education, Health & Wellbeing, and Growth Boards align efforts across sectors.
- **Local Community Networks (LCNs):** Bringing decision-making closer to communities.
- **Voluntary Sector:** Strong collaboration with VCFSE partners, especially during crises.
- **Health Integration:** Joint planning with NHS Somerset through shared leadership roles.
- **Education Engagement:** Improved relationships with schools and colleges, focusing on shared goals.

6. Transitioning from Phase 1 to Phase 2 (June 2025 – 2030)

- **Financial Outlook:** A £190m gap is projected by 2029/30. Transformation is key to sustainability.
- **Whole Council Transformation Plan:** An overarching framework designed to bring together previously disparate transformation and change initiatives across the entire organisation, ensuring better oversight, prioritisation, and coordination of resources and investment.
- **Cultural Shift:** Emphasis on financial accountability, learning, responsiveness and continuous improvement.
- **Community Focus:** Commitment to protecting vulnerable residents and involving communities in decisions.

7. Transformation Phase 2 – Inspiring Innovation – Doing things differently, Doing things better

- Somerset Council is committed to making a fundamental shift in how we operate. Previously, transformation efforts were fragmented across multiple plans, with financial control maintained through centralised boards. Reporting lines were complex, oversight was limited, and change was often driven by traditional, top-down methods. This environment fostered short-term thinking and led to slow, inflexible responses.
- The Council is now moving towards a more unified and strategic approach. A single transformation roadmap will guide change across the organisation, with financial control rooted in clear responsibility and accountability. Governance will be streamlined to provide clarity and assurance, while change will be driven by empowered teams using iterative, agile methods. Planning will be integrated across services, enabling faster, more responsive decision-making.
- This transition marks a significant cultural transformation - one that requires new ways of thinking, working, and leading across the whole organisation.
- Somerset Council recognises that many of the digital solutions required to meet future challenges may not yet be fully developed or defined. As such, we are seeking a transformation partner who can operate confidently in **uncertain and rapidly evolving digital environments**. Digital will not be treated as a standalone initiative but as a foundational requirement that supports every aspect of the council's transformation journey.
- The partner will support Somerset Council in **identifying, testing, and scaling innovative digital solutions**. These solutions should be designed to:
 - Improve service delivery and responsiveness.
 - Reduce operational costs and inefficiencies.
 - Enhance the overall user experience for residents, businesses, and staff.
 - Support the development of a **data-driven organisation**, where insight and evidence underpin strategic and operational decisions.
 - help design and implement a **data governance framework** that ensures data quality, security, and ethical use.
 - identify and implement opportunities to embed **AI and machine learning** into council functions to improve efficiency, accuracy, and responsiveness.

For phase two of the transformation, we think there are five component parts which together take us up to 2030. In the beginning, we can expect more savings to come from the budget workstreams and current change projects, and as time progresses there will be more impact from the enablers and future model of the Council.



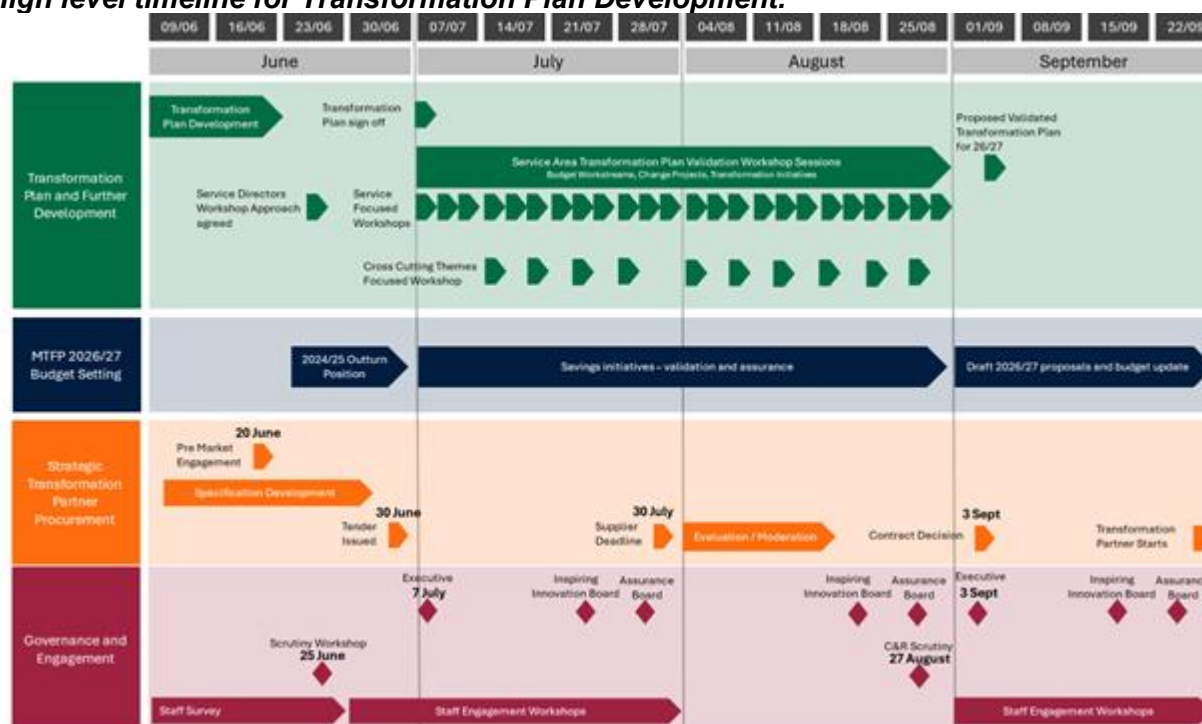
So together, these five component parts will help us to focus on getting the basics right, set the direction of travel and culture to get there, and deliver small, large and innovative changes that help us address the budget gap, £190m and achieve financial sustainability.

We want to be known as the council that is ***inspiring innovation, doing things differently and doing things better***. In doing this we want to deliver the best possible outcomes for the people and residents of Somerset, and to create a financially sustainable council for the future.

To drive this change the council is now seeking an external delivery partner to provide objective advice on complex programmes or portfolios of work which may be multi-disciplinary and/or transformational and critically capacity or delivery. We will create a collaborative partnership with our chosen supplier to drive innovation and challenge our traditional ways of thinking. By working together we will inspire transformative change, encourage creative solutions and new approaches that enhance our efficiency and effectiveness.

It is critical our partner can make a significant contribution immediately which is why we are engaging a Strategic Transformation Partner at the start of Transformation Phase 2. Our high-level timeline for developing the Transformation Plan outlines the steps we are taking and plan to take through to the end of quarter 2. Our aim is to have a Strategic Transformation Partner engaged at the end Quarter 2 and starting to see an impact at the start of Quarter 3. The timeline for the remainder of the year will quickly be developed with the Strategic Transformation Partner at the inception.

High level timeline for Transformation Plan Development.



8. Return on Investment

- Return on Investment (ROI) is a crucial tool the Transformation Programme will utilise to assess the value and impact of proposed projects, policies, or service changes. It will help to ensure that Transformation funds are used efficiently and that investments deliver measurable benefits.
- The Council will apply best practice and will require a return of £2.50 to £3.00 for every £1 invested over a 4 year period, noting that some initiatives will reach higher returns whilst some investment will be spent on enabling activities and programme management capacity and thus will be attributed a NIL ROI.

2. Contract Details

Scope and Requirements

1. Assurance and Review

- Independent challenge and advice:** Provide independent scrutiny and advice to senior responsible officers (SROs) leading budget workstreams, challenging their proposals and injecting external insight to ensure plans are robust and ambitious.
- Review of existing change projects:** Review ongoing change projects across the Council (their stated benefits, timing, and progress),

using benchmarking where appropriate. This assures that claimed benefits are realistic and highlights which projects need adjustment or additional support.

2. Identification and Opportunity Development

- **Baseline data on day one:** Gather key data from day one – including budgets, workforce data, expenditure by service, performance metrics, and demand volumes. This information pinpoints high-cost or under-performing areas, guiding where to focus identification of savings or improvement opportunities.
- **Current initiatives review:** Immediately review all existing savings plans, service reviews, and change initiatives within the Council. Understanding what is already underway ensures new opportunities build on (and do not duplicate) existing work and helps identify gaps where new ideas are required including new and emerging technologies.
- **External insights and sector wide-learning:** Incorporate external insight and sector wide learning supported by examples and evidence of good practice, innovation and lessons learned from other public, private sector transformation programmes. The supplier will be expected to demonstrate how this will inform their proposed approach supported by relevant examples and evidence.
- **Gap analysis and Identification of Opportunities:** Conduct a gap analysis to find shortcomings or missed opportunities in existing projects to help identify additional areas for savings including new and emerging technologies – with an immediate focus on high value, high impact quick wins. Where gaps have been identified provide feed-back and input into the development of clear business cases. It is essential to identify a range of opportunities that can directly feed into the Council budget setting process for 26/27 and future years.

3. Delivery and Implementation

- **Support for implementation:** Support for implementation will involve the transformation partner providing the necessary capacity, capability, and expertise to accelerate delivery or scale impact, particularly where existing projects have stalled, are delayed, or require hands-on support to progress. This support may take several forms depending on the nature of the initiative: it may be delivered directly by the chosen partner, by the Council using internal resources, through a joint delivery model between the Council and the partner, or by another third party. The transformation partner will also play a critical role in unblocking issues, constructively challenging current resource prioritisation, and injecting momentum into projects where the Council's own capacity is constrained.
- **Rapid achievements and immediate mobilisation of capacity to deliver:** The Transformation Partner will supply capability or expertise to deliver projects/initiatives to ensure we create momentum and accelerate

delivery. There is a requirement to start delivering impact quickly where the council is unable to mobilise its own resources.

- **Short Term Tactical Solutions:** In addition to supporting implementation of existing and new initiatives, the Transformation Partner will be expected to identify and recommend short-term tactical solutions that can accelerate delivery and/or generate immediate efficiencies. These solutions must be aligned with the Council's long-term transformation goals and must not introduce risks or dependencies that could undermine future direction or create additional challenges in the short to medium term.

4. Engagement, Skills and Capability Development

- **Cultural Development Programme:** The Council's current culture has been shaped by a recent period of heightened controls, top-down decision-making, and urgent budget reductions aimed at avoiding a Section 114 notice. While these measures were necessary, they are not sufficient to deliver the scale of savings and transformation required over the next three years.

To succeed, we must adopt a whole-Council approach to service delivery—shifting to a more agile, adaptive model that empowers staff at all levels to test ideas, learn quickly, and innovate. This must be done while maintaining strong financial discipline and delivering clear value for money.

This represents a fundamental cultural shift. It will require a comprehensive development programme for all staff, leaders, and elected Members to build the skills, behaviours, and mindsets needed to support this new way of working.

The transformation partner will be expected to embed cultural change and skills development activities throughout the wider transformation programme from the outset. This includes recognising that changing behaviours and mindsets is just as critical as redesigning structures and processes—and is essential for long-term sustainability.

The council is currently in the process of conducting a staff survey and residents survey and it is expected that the results of these will inform the transformation plan.

The partner must design and implement a Council-wide cultural development programme that is sustainable, with full delivery required by **March 2027**.

We expect the transformation partner to:

- Use engagement and feedback mechanisms to identify opportunities for change, inform priorities, and shape transformation initiatives.
- Incorporate diverse perspectives to ensure that transformation is inclusive, relevant, and responsive to the needs of our communities and workforce.
- Advise on areas for transformation based on evidence gathered through co-design, consultation, and continuous feedback loops.

- Support the development of a learning culture within the Council—one that values openness, reflection, and shared ownership of change.
- Embed engagement as a core component of cultural development, helping to build trust, foster innovation, and empower staff and stakeholders to contribute to ongoing improvement.
- **Leadership development:** Work with the Council’s leadership to strengthen both capacity and capability to support the vision and enabling delivery of whole council transformation. Leaders will be adaptive and agile, comfortable with complexity, able to apply systems approaches and techniques, nurture innovation, and are effective at enabling all staff to make and lead the change themselves. This workstream will include coaching of senior managers and elected members so they become effective transformation champions who drive the vision and model the desired behaviours.
- **Training and common tools:** Provide training and development programmes and introduce common tools/methodologies (e.g. for service design, change, process improvement, or business case development) to upskill staff. Equip teams with consistent approaches and skills to ensure the organisation has the capability to carry out continuous improvement and transformation activities effectively.
- **Communication and engagement:** Work in partnership to create and implement a comprehensive communications and engagement plan to involve employees and residents in the transformation. This will include regular updates, workshops and training sessions, and feedback channels so that staff at all levels are informed, able to contribute ideas, and engaged in making the changes a success. A similar and proportionate approach also needs recognise resident involvement including user centred design activities.

5. Core Programme and Approach

- **Business Case Support:** The partner will work alongside Council service areas to co-develop strong, evidence-based business cases where appropriate. Their role will include reviewing and constructively challenging our current business cases and decision-making processes to ensure they are proportionate to the level of risk¹ and aligned with the scale of change required. This includes supporting the refinement of existing documentation used by the Council to support the Transformation Programme.
- **Business Case Approach:** Through practical support and targeted skills development, the partner will help embed a more agile, iterative approach to business case development—moving away from overly linear or ‘waterfall’ models. This includes helping the Council adopt a more flexible framework that enables timely decision-making, supports innovation, and ensures that business cases are used as enablers of transformation and support a strong governance framework for the programme.

- **Benefits Realisation and Tracking:** The partner will support the Council in establishing a benefits realisation framework that is both rigorous and service-owned. This includes defining measurable outcomes (e.g. financial, service quality), setting up proportionate tracking mechanisms, and embedding routines for regular review. The emphasis will be on enabling services to take ownership of benefits tracking, with the partner providing early-stage challenge and guidance to ensure the approach is embedded effectively and can be maintained without ongoing external support.
- **Governance and Monitoring:** A proportionate governance model will be in place to ensure clear accountability, transparent decision-making, and effective oversight of transformation activity ensuring they are fit for purpose and support delivery without unnecessary complexity. The partner's role will be to provide support and challenge on our current governance model to ascertain whether there are any weakness, risks or opportunities to strengthen and / or improve. Once the governance is fully embedded, the Council will be positioned to manage governance and performance monitoring independently, with the Partner aligning itself strategically alongside in 'partnership.
- **Delivery of a Transformation Advisory Group:** The recommendation to establish a Transformation Advisory Group (TAG) stems directly from the 2024 Corporate Peer Challenge (CPC) feedback, which emphasised the need for strengthened governance, assurance, and strategic oversight in delivering Somerset Council's transformation ambitions.

The CPC highlighted that delivering an effective transformation programme is of “existential importance” to the council, given the scale of financial savings required and the complexity of change. The TAG is one of several mechanisms proposed to ensure robust oversight, independent challenge, and sustained momentum.

The TAG is envisioned as a strategic governance and assurance mechanism that will:

- Provide independent challenge and advice to senior leaders and transformation programme leads.
- Review and validate the benefits and progress of existing and proposed change projects, using benchmarking and external insight.
- Support the development of a dynamic operating model, ensuring that transformation is not a one-off event but a continuous process of improvement.
- Embed a culture of learning and capability-building, ensuring that council staff are supported and empowered rather than sidelined

6. Define the Future Sustainable Council Model

- **Financially sustainable Council:** Work with services to identify scalable efficiencies which ensure the Council aims and outcomes for residents continue to be deliverable over coming years. We anticipate services to be local by default, part of a partner-wide system, emphasising early help and with a strong digital design.
- **Future Direction:** Set out a clear guide to the future model and attributes which help staff to understand and contribute to delivery. Informed through strong economic growth, an externally focused council, one that truly works with communities and residents at its heart
- **Providing Sector Leadership:** Somerset Council is on a mission to redefine how local government works – driven by data, powered by digital, and designed around people. Our aim is to provide sector leadership in the fields of Service Design, Transformation and Digital within local government.

We want to be a council that is:

- **Resident-focused:** Putting people at the heart of everything we do.
- **Digitally confident:** Using digital tools to simplify, connect, and transform services.
- **Data-driven:** Making decisions based on evidence, insight, and real-time intelligence.
- **Collaborative and agile:** Working across boundaries, adapting quickly, and empowering our workforce.
- **Sustainable and resilient:** Delivering long-term value while managing demand and financial pressures.
- **Economically forward-looking:** Creating the conditions for long-term economic growth and development by being more efficient, sustainable, and supportive of innovation and enterprise.
- **Culturally progressive:** Fostering a culture that embraces change, encourages innovation, and supports continuous learning and improvement.

What We Need from a Delivery Partner

We are seeking a transformation partner who can work alongside us to:

1. **Co-design and deliver transformation programmes** that align with our strategic priorities and values.
2. **Challenge and inspire** us to think differently, bringing innovation and best practice from across sectors.
3. **Embed digital and data** into the heart of service design and delivery.
4. **Support cultural and behavioural change**, helping us build an organisation that is confident in change, open to new ideas, and committed to progress.
5. **Enable long-term economic resilience**, by helping us become a more efficient, future-ready council that supports inclusive growth and sustainable development.
6. **Co-Partner for delivery**, ensuring our people are equipped with the skills, tools, and mindset to lead and sustain transformation now and

ongoing. The transformation partner must have a **proven track record of co-partnering with public sector organisations** to deliver complex transformation programmes—**seamlessly integrating with internal teams, building trust, and enabling sustainable change** through collaborative delivery, shared ownership, and consistent achievement of outcomes.

The **partner will support across key transformation themes**, including but not limited to:

- Service redesign and integration
- Digital transformation and automation
- Data strategy and analytics
- Workforce transformation and new ways of working
- Financial sustainability and demand management
- Economic development and place-based growth
- Organisational culture and leadership development
- Programme and change management

7. Duration

The Authority intends to enter into a Contract for an initial period of 60 months, with an option to extend this agreement at the authority's discretion for up to a further 24 months.

The Authority has, at its sole discretion, the right to terminate the agreement at any point giving 3-months' notice.

8. Commencement Date

The anticipated Contract commencement date is 1st October 2025 following mobilisation which is anticipated to start on 15th September 2025.

9. Pricing Approach

The council has included a pricing approach as outlined within Part E Pricing. This to allow a fair evaluation of pricing in accordance with the Procurement Act 2023.

For ongoing work outside of those elements priced within these Procurement Documents, the Council is willing to consider alternative innovative proposals that align partner incentives with the delivery of sustainable, measurable improvements in service performance, efficiency and resident experience.

Each transformation initiative for consideration must include the proposed pricing model within the business case. Should that include a form of contingent fee model then it must include a clear methodology which demonstrates how they will share risk and reward with the Council, including a clear methodology for defining, measuring, and achieving transformation outcomes.

10. Terms and Conditions of Contract

The Council's proposed terms and conditions of Contract are included as Procurement Document E.

3. Performance Standards and Measures



The joint target for the Authority and the Supplier is to close a £190m budget gap as at the end of 2029/2030 financial year. This will be monitored by the Council over the duration of the contract to assess overall performance towards this figure.

Partner performance will be measured against the following Key Performance Indicators. These measures may be reviewed jointly annually to ensure they are still relevant to managing the Partners performance

Key Performance Indicators	
1. Delivery	
All Agreed Milestones and delivery timescales achieved unless through prior agreement and approved change notice. to be reported on a monthly basis Measured as: <u>Number of agreed milestones achieved in the period</u> Number of agreed milestones within the period	Good: 100% Approaching Target: 90%-99% Required Improvement: 80%-89% Inadequate: 70% - 79% Below Threshold: <70%
2. Quality	
All business cases submitted for each initiative contain the agreed levels of detail/data/costs and benefits such as to be able to be considered by the authority without the need for additional clarifications or rejection prior to full consideration. Measured Monthly <u>Number of business cases rejected through poor quality or missing information</u> Number of business cases submitted	Good: 100% Approaching Target: 90%-99% Required Improvement: 80%-89% Inadequate: 70% - 79% Below Threshold: <70%
3. Social Value	
• Social Value. On track delivery of all commitments • To be reported twice per year. Measured as: <u>Cumulative agreed delivery to date</u> Cumulative contractual commitment to date	Good: 100% Approaching Target: 90%-99% Required Improvement: 80%-89% Inadequate: 70% - 79% Below Threshold: <70%

The Partners performance against these measures will be published annually in accordance with the transparency rules under the Procurement Act 2023.

In addition, the supplier will be expected to conform to the Authority's code of conduct, ways of working and represent themselves on behalf of the Authority in a professional and respectful manner.

2. Implementation

The Council will require a clear project plan mutually agreed as part of the project mobilisation. This must include clear tasks with dates, dependencies and milestones. Each task must have clear and agreed responsible parties for each action.

A reporting and governance structure will also be put in place so that progress can be monitored, issues and risks raised and managed appropriately by the Council.

Prosuch changes on

Whilst we want to work with a partner organisation to deliver the requirements under this specification, the Council will have additional arrangements with external suppliers to deliver change. The successful partner may be required to work collaboratively with these other organisations under an overall governance framework.

3. Social Value

See Procurement Document F

4. Contract Management

The Supplier will need to agree and adhere to a governance process to control and monitor ongoing performance, tasks, milestones, risks issues and costs.

5. Payment Terms

The partner will be paid against agreed milestones and deliverables which will be agreed as part of the implementation.

The supplier will be required to submit an invoice quoting a valid Authority Purchase Order number and supporting details of the goods/services provided. Payment will be effected within 30 days of receipt of an undisputed invoice for goods/services received. Submission of invoices without the inclusion of the Purchase Order number and supporting details may be rejected or payment could be delayed.

6. List of Appendices

List of key supporting documents

Corporate	
Appendix A	Somerset Corporate Plan 2023-2027
Appendix B	Our Golden Thread
Appendix C	Transformation Plan – Inspiring Innovation - Doing things differently, Doing things better
Appendix D	Published Project Register – June 2025
Appendix E	Corporate Peer Challenge Position Statement October 2024
Appendix F	Somerset Council Corporate Peer Challenge Report
Appendix G	Productivity Plan



Appendix H	Full Council – Annual General Meeting – May 2024
Appendix I	Full Council – Annual General Meeting – May 2025
Appendix J	Somerset Council External Assurance Review 2024
Culture	
Appendix K	Target Operating Model
Appendix L	Values – Behaviours Framework
Appendix M	Employee pledge
Appendix N	Somerset Council Values & Behaviours – Team Pack
Appendix O	Values and Behaviours – Managers guidance
Appendix P	Dynamic Working Strategy 2023-2028
Appendix Q	People Strategy (Draft)
Finance	
Appendix R	Full Council February 2024 – Budget Setting
Appendix S	Full Council March 2025 – Budget Setting
Digital, Data and Technology	
Appendix T	Digital Strategy
Appendix U	Data Strategy
Appendix V	Technology Strategy
Wider Partnership	
Appendix W	Connect Somerset - Blueprint
Transformation Plans	
Appendix X	Improvement and Transformation Plan August 2024
Appendix Y	Transformation Plan for children, young people and families
Appendix Z	Improving Lives Strategy

Schedule 2 Performance Regime

Partner performance will be measured against the Key Performance Indicators in this Schedule. These measures may be reviewed jointly annually to ensure they are still relevant to managing the Partners performance. The Partner's performance against these measures will be published annually in accordance with the transparency rules under the Procurement Act 2023.

Key Performance Indicators	
1. Delivery	
All Agreed Milestones and delivery timescales achieved unless through prior agreement and approved change notice. to be reported on a monthly basis Measured as: <u>Number of agreed milestones achieved in the period</u> Number of agreed milestones within the period	Good: 100% Approaching Target: 90%-99% Required Improvement: 80%-89% Inadequate: 70% - 79% Below Threshold: <70%
2. Quality	
All business cases submitted for each initiative contain the agreed levels of detail/data/costs and benefits such as to be able to be considered by the authority without the need for additional clarifications or rejection prior to full consideration. Measured Monthly <u>Number of business cases rejected through poor quality or missing information</u> Number of business cases submitted	Good: 100% Approaching Target: 90%-99% Required Improvement: 80%-89% Inadequate: 70% - 79% Below Threshold: <70%
3. Social Value	
• Social Value. On track delivery of all commitments • To be reported twice per year. Measured as: <u>Cumulative agreed delivery to date</u> Cumulative contractual commitment to date	Good: 100% Approaching Target: 90%-99% Required Improvement: 80%-89% Inadequate: 70% - 79% Below Threshold: <70%

Schedule 3 Supplier's Tender

REDACTED

Schedule 4 Payment Schedule

1 Calculation of the Charges

- 1.1 Subject to paragraph 1.2 below and Schedule 5, the Charges for the Services shall be calculated on the basis of the rates and prices in this Schedule.
- 1.2 The total Charges for the Initial Services are [REDACTED] excluding VAT, as set out on pages 5 – 8 of Annex A to this Schedule and have been calculated on the basis of the rates and prices set out on page 3 of Annex A.

2 Payment Plan

- 2.1 The Supplier shall invoice for its Charges for the Initial Services in line with the fixed invoicing schedule below (and, in the case of Deliverable Orders, against agreed milestones and deliverables which shall be agreed prior to the issuing of the relevant Deliverable Order).

Month worked	Invoice date	Charges before VAT
October 2025	31 st October 2025	[REDACTED]
November 2025	30 th November 2025	[REDACTED]
December 2025	31 st December 2025	[REDACTED]
January 2026	31 st January 2026	[REDACTED]
February 2026	28 th February 2026	[REDACTED]
March 2026	31 st March 2026	[REDACTED]
April 2026	30 th April 2026	[REDACTED]
May 2026	31 st May 2026	[REDACTED]
June 2026	30 th June 2026	[REDACTED]
July 2026	31 st July 2026	[REDACTED]
August 2026	31 st August 2026	[REDACTED]
Total:		[REDACTED]

3 Payment

- 3.1 All invoices should be sent by email, quoting a valid purchase order number (PO Number), to apinvoices@somerset.gov.uk. You must be in receipt of a valid PO Number before submitting an invoice. The Authority will be responsible for ensuring that a PO Number is issued to the Supplier in time to be included on the first invoice.

Annex A

- a) All prices must be in pounds sterling
- b) Deviation from the submitted rates and resource requirements will only be by formal approval through project governance processes
- c) Please complete the Role Rates Tab for all Roles – these must include travel expenses and will be applied to these roles for the duration of the project
- d) Rates are fixed for the life of the framework and any call-off. These rates, which exclude V.A.T. are for an 8 hour working day and include travel expenses to the base location as stipulated by the Council - which if used is likely to be County Hall Taunton Somerset
- c) Please complete the Role Rates Tab for all Roles - these must include travel expenses and will be applied to these roles for the duration of the project
- e) Please complete the following tabs with the anticipated resource required by role
 - 4) Current Initiatives
 - 5) Opportunity Development
 - 6) Short Term Tactical
 - 7) Cultural Development Programme
- f) for the number of days submitted - please note that the Council will pay at the grade applicable to the activity which may differ to the Grade of the officer the supplier chooses to use. i.e. if the activity is suitable to an Analyst we expect to pay at the rate applicable to an analyst – even if the supplier decides to use a Princip
- g) Do not change the Summary Tab - This shows you the total being used for the price evaluation

Submission							
	Partner	Managing Consultant/Director	Principal Consultant /Associate Director	Senior Consultant/Engagement Manager/Project Lead	Consultant	Analyst/Junior Consultant	Total
4) Current initiatives							
5) Opportunity Development							
6) Short term Tactical							
7) Cultural Development Programme							

Role	Day Rate including Travel Expenses excluding VAT			
Partner				
Managing Consultant/ Director				
Principal Consultant/Associate Director				
Senior Consultant/Engagement Manager/Project Lead				
Consultant				
Analyst/Junior Consultant				
Role Descriptions	Activities Likely to include but not limited to			
Partner: Partners are expected to be acknowledged experts in at least one function, capability and/or industry and have extensive experience of leading major and/or complex projects. Someone working at this grade would typically be expected to have over ten years relevant experience.	being accountable for overall project delivery and overseeing knowledge transfer to customer bringing innovative strategic insight and best practice applying relevant private and public sector knowledge including policy and political issues delivering results that meet or exceed customer expectations developing strong customer relationships with senior stakeholders			
Managing Consultant / Director: Managing Consultants / Directors are expected to have deep expertise in at least one function, capability and/or industry and perform a wide range of leadership responsibilities. Someone working at this grade would typically have over eight years relevant experience.	providing leadership to the project team and the customer reviewing and improving the project team's recommendations providing relevant thought leadership and expertise to the customer forming strong working relationships with customer stakeholders			
Principal Consultant / Associate Director: Principal Consultants / Associate Directors are expected to have specialised knowledge of a function, capability and/or industry and be responsible for providing leadership both internally for the project team and when interfacing with the customer. Someone working at this grade would typically have between seven and eight years relevant experience	designing the project structure providing leadership and coaching to internal project team members contributing to the development of customer-facing presentations leading on the delivery of presentation of recommendations to customer stakeholders			
Senior Consultant / Engagement Manager / Project Lead: Senior Consultants / Engagement Manager / Project Leads are expected to have specialised knowledge of a function, capability and/or industry and be responsible for managing several or all components of a project. Someone working at this grade would typically have between five and six years relevant experience.	managing the project across multiple workstreams prioritising the team's workload bringing together the team's inputs into coherent recommendations engaging customer stakeholders including presenting recommendations			
Consultant: Consultants are expected to have knowledge of a function, capability and/or industry and be responsible for larger and/or more complex components of a project. They would have strong analytical skills, along with excellent verbal, written and presentation skills. Someone working at this grade would typically have between two and four years relevant experience.	analysing and modelling data drawing out high quality insights creating slides to present recommendations meeting with customer stakeholders to understand their issues			
Analyst / Junior Consultant: Analysts / Junior Consultants are expected to be responsible for a specific component of a project and have good analytical and communication skills. Someone working at this grade would typically have up to two years relevant experience	identifying and researching information sources gathering and interpreting data executing qualitative and quantitative analysis interacting with customer stakeholders			

[illegible]

Review ongoing change projects across the Council (their stated benefits, timing, and progress), using benchmarking where appropriate. This assures that claimed benefits are realistic and highlights which projects need adjustment or additional support.

Role	Number of Days for Change Projects Validation	Cost (automatically calculated - DO NOT CHANGE FORMULAE)
Partner		
Managing Consultant/Director		
Principal Consultant/Associate Director		
Senior Consultant/Engagement Manager/Project lead		
Consultant		
Analyst/Junior Consultant		

Under the following Headings:

Current initiatives reviews

Gap analysis and identification of opportunities

Task Number	Task Description	Responsible	Accountable	Consult	Inform
1	Analysis of income and expenditure	Supplier	Supplier	Finance	Service directors
2	Analysis of financial trends	Supplier	Supplier	Finance, service directors	
3	Share current MFP and proposals	Council	Council		
4	Analysis of operational trends	Supplier	Supplier	Performance teams	Service directors
5	Agree baselines for key variables	Council	Supplier	Finance, service directors	
6	Benchmark performance of key variables to other L	Supplier	Supplier		Service directors
7	Review initial analysis and benchmarking and agree	Supplier	Supplier	Service directors	Finance teams, performance teams
8	Review of digital strategies and infrastructure	Supplier	Supplier	Digital & ICT teams	
	Assess required digital transformation and enablers against identified solutions and current architecture	Supplier	Supplier	Digital & ICT teams, service directors	
	Further analysis, shadowing and studies to engage with the wider workforce and build an evidence base behind identified opportunities	Supplier	Supplier	Service directors	Wider frontline workforce
	Run workshops with service leads to review benchmarking, workshop solutions, and shape new transformation	Supplier	Supplier	Service directors, service leads & managers	
	Calculate financial benefit associated with identified opportunities	Supplier	Supplier	Finance teams, service directors, service leads	
13	Outline business cases for identified opportunities	Supplier	Council	Service directors	
14					
15					
16					
17					
18					
19					
20					
21					
Totals					

6) Short Term Tactical Solutions - as per Procurement Document B - Specification section 1.2.3 bullet point 3

Short Term Tactical Solutions: In addition to supporting implementation of existing and new initiatives, the Transformation Partner will be expected to identify and recommend short-term tactical solutions that can accelerate delivery and/or generate immediate efficiencies. These solutions must be aligned with the Council's long-term transformation goals and must not introduce risks or dependencies that could undermine future direction or create additional challenges in the short to medium term.

Role	Number of Days for Change Projects Validation	Cost (automatically calculated - DO NOT CHANGE FORMULAE)							
Partner									
Managing Consultant/Director									
Principal Consultant/Associate Director									
Senior Consultant/Engagement Manager/Project lead									
Consultant									
Analyst/Junior Consultant									

7) Cultural Development Programme - See Procurement Document 8 - Specification section 1.2.4															Resource									
												Management												
												Managing Consultant/Director		Principal Consultant/Associate Director		Consultant/Engagement Manager/Project Lead		Consultant		Analyst/Junior Consultant		Row total		
												Partner												
Task				Responsible		Accountable		Consult		Inform		Days		Total		Days		Total		Days		Cost		
Number	Task Description																							
	1 Mapping current and desired culture (Diagnostic)	Supplier	Supplier	Leadership & ELT, Service Directors		Wider staff																		
	2 Co-ordinate clear vision and strategy, including vision-setting/workshop (Diagnostic)	Supplier	Supplier	Range of staff from all wards and departments		Wider staff																		
	3 Whole council change readiness assessment (Diagnostic)	Supplier	Supplier	Communications & Engagement Team, Range of staff		All wider staff																		
	4 Engagement of Leadership & ELT (Diagnostic)	Supplier	Supplier	Leadership & ELT																				
	5 Agree the most significant cultural levers that drive outcomes and high-level design of Cultural Change Programme (Diagnostic)	Supplier	Council	Leadership & ELT, Service Directors																				
	6 Identify and begin training for Change Champions (Diagnostic)	Supplier	Supplier	Change Champions, Leadership & ELT		Service Directors																		
	7 Co-design interventions & measurement methods - including through shadowing and workshops (Co-Design, Trial & Train)	Supplier	Supplier	Change Champions, range of staff from across levels and department		Service Directors																		
	8 Trial changes in two teams, becoming Trial Change Champions (Co-Design, Trial & Train)	Supplier	Supplier	Change Champions, Service Directors, Managers of trial teams		Leadership & ELT, Wider Staff																		
	9 Set up improvement cycles to continue to measure and respond to culture changes (Co-Design, Trial & Train)	Supplier	Supplier	Change Champions, Service Directors, Managers of trial teams		Leadership & ELT																		
	10 Further bespoke training for senior leaders (Co-Design, Trial & Train)	Supplier	Supplier	Leadership & ELT		Team Managers and wider staff																		
	11 Change Management methodology training (Co-Design, Trial & Train)	Supplier	Supplier	Service Directors		All wider staff																		
	12 Roll out across the whole council/all Trial Change Champions (Rollout & Sustain)	Supplier	Council	Change Champions & Trial teams		Supplier																		
	13 Develop Key Adoption Indicators (Rollout & Sustain)	Supplier	Supplier	Change Champions, Comms & Engagement, Learning & Development		Leadership & ELT																		
	14 Toolkits developed using content delivered (Rollout & Sustain)	Supplier	Council	Learning & Development, OD teams																				
	15																							
	16																							
	17																							
	66																							
	67																							
	68																							
Totals																								
Insert further rows as necessary																								

Schedule 5 Deliverable Orders

1 Interpretation

- 1.1 In this Schedule capitalised expressions shall have the meanings set out in the table below:

"Deliverable"	work within the scope of the Services which the Authority may instruct the Supplier to provide;
"Deliverable Completion Date"	the date for completion (if any) stated by the Authority in the Deliverable Order;
"Deliverable Order"	the Authority's instruction to provide a Deliverable;
"Deliverable Order Programme"	a programme setting out the order and timing of activities which the Supplier plans to do in order to complete the Deliverable Order.

- 1.2 The Authority may at any time issue a Deliverable Order.
- 1.3 Upon receipt of the Deliverable Order, the Supplier shall within a reasonable period set out in writing its proposed Charges for carrying out the Deliverable Order and submit a Deliverable Order Programme for acceptance by the Authority.
- 1.4 The Charges for each Deliverable Order shall not:
- (a) exceed the tendered rates set out in Schedule 4;
 - (b) materially change the economic balance of the Agreement in favour of the Supplier;
 - (c) (where the Charges are not based on the tendered rates in Schedule 4) result in the Supplier Profit Margin for the Deliverable Order exceeding the Supplier Profit Margin achieved in the first Contract Year.
- 1.5 The Authority shall be entitled to raise any questions and seek further information from the Supplier in relation to the Supplier's proposed Charges for the Deliverable Order and its proposed Deliverable Order Programme. The Supplier shall provide its responses with a reasonable period.
- 1.6 The Authority's rights in Schedule 8 (Open Book Accounting and Audit) shall apply to each Deliverable Order.
- 1.7 The Supplier shall not start any work included in the Deliverable Order until the Authority has (i) accepted the Charges, (ii) accepted the Deliverable Order Programme, and (iii) instructed the Supplier to carry out the Deliverable Order.
- 1.8 The Supplier shall carry out the Deliverable Order in accordance with the terms of the Contract, including but not limited to clause 8.
- 1.9 Where a Deliverable Completion Date has been stated in the Deliverable Order, the Supplier shall complete the Deliverable Order by the Deliverable Completion Date.
- 1.10 Without affecting any other right or remedy available to it, the Authority may terminate a Deliverable Order at any time by giving three (3) months' written notice

to the Supplier and in these circumstances the Supplier's rights and obligations in clause 32.2 shall apply. For the avoidance of doubt, termination of a Deliverable Order under this clause shall not affect the continuation of the Agreement or any other Deliverable Orders, which shall continue in force.

- 1.11 For the purposes of any monitoring undertaken in connection with paragraph 1.4(c) of this Schedule, in respect of each Deliverable Order (where Charges have been calculated by reference to day rates (although not, for the avoidance of doubt, the tendered rates)), the Supplier will specify the number of days spent on the Services by each grade (role) of staff.

Schedule 6 Change Control

1 General principles

- 1.1 Where the Authority or the Supplier sees a need to change this agreement, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in clause 2 of this Schedule 6.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Supplier and the Supplier's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 6, shall be undertaken entirely at the expense and liability of the Supplier.

2 Procedure

- 2.1 Discussion between the Authority and the Supplier concerning a Change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this agreement by the Authority; or
 - (c) a recommendation to change this agreement by the Supplier.
- 2.2 Where a written request for an amendment is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Authority within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Supplier shall be submitted directly to the Authority in the form of two copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Authority shall give its response to the Change Control Note within three weeks.
- 2.4 Each Change Control Note shall contain:
 - (a) the title of the Change;
 - (b) the originator and date of the request or recommendation for the Change;
 - (c) the reason for the Change;
 - (d) full details of the Change, including any specifications;
 - (e) the price, if any, of the Change;
 - (f) a timetable for implementation, together with any proposals for acceptance of the Change;
 - (g) a schedule of payments if appropriate;
 - (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:

- (i) the timetable for the provision of the Change;
- (ii) the personnel to be provided;
- (iii) the Charges;
- (iv) the Documentation to be provided;
- (v) the training to be provided;
- (vi) working arrangements;
- (vii) other contractual issues;
- (viii) the date of expiry of validity of the Change Control Note; and
- (ix) provision for signature by the Authority and the Supplier.

2.5 For each Change Control Note submitted by the Supplier the Authority shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
 - (iii) notify the Supplier of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this agreement.

Schedule 7 Business Continuity and Disaster Recovery

REDACTED

Re

Schedule 8 Open Book Accounting and Audit

1 Interpretation

1.1 In this Schedule capitalised expressions shall have the meanings set out in the table below:

"Audit"	the Authority's right to: a) verify the accuracy of the Charges and any other amounts payable by Authority under the Agreement (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each subcontractor's compliance with the applicable law; e) identify or investigate actual or suspected breach of the Agreement, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, and/or any Subcontractors or their ability to provide the Services; g) obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Agreement; i) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; k) verify the accuracy and completeness of any Financial Report and compliance with Financial Transparency Objectives;
"Auditor"	a) the Authority's internal and external auditors;

	b) the Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) any party formally appointed by the Authority to carry out audit or similar review functions; and e) successors or assigns of any of the above;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Personnel, including: i) base salary paid to the Supplier Personnel; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) workplace accommodation; viii) workplace IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Authority; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Authority or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Services; and d) Reimbursable Expenses to the extent these have been specified as allowable and are incurred in delivering any Services; but excluding:

	e) Overhead; f) financing or similar costs; g) maintenance and support costs to the extent that these relate to maintenance and/or support Services provided beyond the Term whether in relation to Supplier Assets or otherwise; h) taxation; i) fines and penalties; and j) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Deductions"	any deduction which the Authority is paid or is payable to the Authority under the Agreement;
"Financial Reports"	a report by the Supplier to the Authority that: (a) provides a true and fair reflection of the deemed Financial Report Costs and Financial Report Overhead recoveries calculated through the analysis of time spent by the Supplier Personnel in providing the Services; (b) provides detail a true and fair reflection of the costs and expenses to be incurred by subcontractors (as requested by the Authority); (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Authority to the Supplier on or before the Service Commencement Date for the purposes of the Agreement; and (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Report Costs"	a percentage of the day rates outlined in Annex A of Schedule 4 (Payment Schedule), fixed at the date of submission of the Supplier's Tender, and include: a) costs of sales including direct costs associated with the Supplier Personnel; and b) Reimbursable Expenses to the extent that these have been specified as allowable and are incurred in delivering any Services.



"Financial Report Overhead"	a percentage of the day rates outlined in Annex A of Schedule 4 (Payment Schedule), fixed at the date of submission of the Supplier's Tender, and include those amounts which are intended to recover a proportion of the Supplier's indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within the definition of "Financial Report Costs";
"Financial Representative"	a reasonably skilled and experienced member of the Supplier Personnel who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Agreement, Financial Reports and Open Book Data;
"Financial Transparency Objectives"	(a) the Authority having a clear understanding of the Financial Report Costs and Financial Report Overhead recoveries (where relevant), calculated through the analysis of time spent by Supplier Personnel (number of days spent by grade (role)) in providing the Services so that it can understand any payment sought by the Supplier; (b) the Parties being able to understand forecasts of time spent by the Supplier Personnel and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; (c) the Parties being able to understand the quantitative impact of any Variations that affect the time spent by the Supplier Personnel and identifying how these could be mitigated and/or reflected in the Charges; (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services; (e) the Parties challenging each other with ideas for efficiency and improvements; and (f) enabling the Authority to demonstrate that it is achieving value for money for the taxpayer relative to current market prices;
"Open Book Data"	complete and accurate financial and non-financial information

"	which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Agreement, including details and all assumptions relating to: a) the Supplier's Costs broken down against each element of the Services, including actual capital expenditure (including capital replacement costs); b) operating expenditure relating to the provision of the Services including an analysis showing: i) the unit costs and quantity of goods and any other consumables and bought-in Services; ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Agreement; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; e) the Supplier Profit achieved over the Term and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and



	accordingly included within limb (a) of the definition of "Costs";
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Authority's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Authority otherwise agreed in advance in writing; and b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Services in accordance with the Agreement;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms) but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Agreement for the relevant period;
"Supplier Profit Margin"	in relation to a period, the Supplier Profit for the relevant period divided by the total Charges over the same period and expressed as a percentage;
"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and

2 Open Book Accounting and Audit

2.1 The Supplier will cooperate with the Authority to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Authority:

- (a) on or before the Service Commencement Date;
- (b) at the end of each Contract Year; and
- (c) within 6 Months of the end of the Term,

and the Supplier must meet with the Authority if required within 10 Working Days of the Authority receiving a Financial Report. For the purposes of the Financial Report, the Supplier will specify the number of days actually spent on the Services by each grade (role) of staff which can be compared to the contracted Charges as set out in Annex A of Schedule 4 (Payment Schedule) or in a Deliverable Order (as applicable).

The Supplier must keep and maintain full and accurate records and accounts, including the maintenance of Open Book Data, in accordance with Best Industry Practice and the Law on everything to do with the Agreement:

- (d) during the Term;
- (e) for 7 years after the Term or such other date as agreed between the Parties;
and
- (f) in accordance with UK GDPR,

including but not limited to the records and accounts stated in the definition of Audit and the Supplier shall make available its Financial Representative at reasonable times and on reasonable notice, during the Term and up to 18 Months after the expiry or early termination of the Agreement, to answer questions that the or an Auditor may have on those records and accounts, any Financial Report or Open Book Data.

2.2 The Authority or an Auditor can Audit the Supplier during the Term and for up to 18 Months from the end of the Term.

2.3 During an Audit, the Supplier must:

- (a) allow the Authority or any Auditor access to:
 - (i) any sites, equipment and Supplier's system used in the performance of the Agreement to verify all contract accounts and records of everything to do with the Agreement and provide copies for an Audit;
and
 - (ii) Supplier Personnel;
- (b) provide information within the permitted scope of the Audit to the Authority or to the Auditor and reasonable cooperation at their request.

2.4 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Authority and the Authority shall use reasonable endeavours to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Services, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Authority.

2.5 If the Supplier:

- (a) is not providing any of the Services, or is unable to provide them, it must immediately:
 - (i) tell the Authority and give reasons;
 - (ii) propose corrective action; and
 - (iii) provide a deadline for completing the corrective action; and
- (b) becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - (i) Supplier's currently incurred or forecast future Costs; and
 - (ii) forecast Charges for the remainder of the Agreement;

then the Supplier must notify the Authority in writing as soon as practicable setting out the actual or anticipated effect of the event.

2.6 The Supplier must comply with Authority's reasonable instructions following an Audit, including:

- (a) correct any identified breach of the Agreement;
- (b) rectify any error identified in a Financial Report; and
- (c) repaying any Charges that the Authority has overpaid.

2.7 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a breach of the Agreement by the Supplier, in which case the Supplier will repay the Authority's reasonable costs in connection with the Audit.

2.8 The Authority shall only share Supplier information made available under this Schedule with third parties where this is reasonably required and for the purposes of the Authority benefiting from its rights under the Agreement.

Schedule 9 Exit Management

1 Interpretation

- 1.1 In this Schedule capitalised expressions shall have the meanings set out in the table below:

Exit Information	has the meaning given in paragraph 3.1
Register	the register referred to in paragraph 2.1
Relevant Employees	as defined in Schedule 10 (TUPE)
Replacement Suppliers	as defined in Schedule 10 (TUPE)

2 Obligations During the Term to Facilitate Exit

- 2.1 During the Term, the Supplier shall create and maintain a register of all Authority Assets and at all times keep the register up to date (in particular in the event that Authority Assets are added to or removed from the Services).

3 Exit Information

- 3.1 On reasonable notice at any point during the Term, the Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- (a) details of the Services;
 - (b) a copy of the Register, updated by the Supplier up to the date of delivery of such Register;
 - (c) an inventory of Authority Data in the Supplier's possession or control;
 - (d) a list of on-going and/or threatened disputes in relation to the provision of the Services;
 - (e) to the extent permitted by applicable Law, all information relating to the Relevant Employees required to be provided by the Supplier under this agreement; and
 - (f) such other material and information as the Authority shall reasonably require, (together, the Exit Information).
- 3.2 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this paragraph 3.2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs).
- 3.3 The Supplier shall:
- (a) notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and



- (b) provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within 10 Working Days of a request in writing from the Authority (the Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than four (4) updates in any six (6) month period).

3.4 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

- (a) prepare an informed offer for those Services; and
- (b) not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

4 Exit Plan

4.1 The Supplier shall, within three (3) months after the Commencement Date, deliver to the Authority an Exit Plan which:

- (a) sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Authority and/or its Replacement Supplier on the expiry or termination of this agreement;
- (b) complies with the requirements set out in paragraph 4.3; and
- (c) is otherwise reasonably satisfactory to the Authority.

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

4.3 The Exit Plan shall set out, as a minimum:

- (a) how the Exit Information is obtained;
- (b) the management structure to be employed during both transfer and cessation of the Services;
- (c) the management structure to be employed during the Termination Assistance Period;
- (d) a detailed description of both the transfer and cessation processes, including a timetable;
- (e) how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);
- (f) proposals for the return of all Authority Assets and Authority Data in the possession and/or control of the Supplier or any third party (including any Sub-Contractor);
- (g) a timetable and critical issues for providing the Termination Services;
- (h) how the Termination Services will be provided during the Termination Assistance Period;



- (i) procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 10 (TUPE); and
- (j) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.

4.4 The Supplier shall ensure that the Exit Plan is kept up-to-date at all times.

4.5 The Supplier shall comply with all of its obligations contained in the Exit Plan.

5 Termination Obligations

5.1 Notwithstanding any other provision of this agreement, the Supplier shall give all reasonable assistance to the Authority and/or the Replacement Supplier in order to facilitate the transition of the Services from the Supplier to the Authority and/or the Replacement Supplier.

5.2 Upon termination or expiry, the Supplier shall:

- (a) cease to use the Authority Data;
- (b) provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);
- (c) erase from any computers, storage devices and storage media that are to be retained by the Supplier all Authority Data and promptly certify to the Authority that it has completed such deletion;
- (d) return to the Authority such of the following as is in the Supplier's possession or control:
 - (i) all materials created by the Supplier under this agreement in which the IPRs are owned by the Authority;
 - (ii) all Authority Assets. Such Authority Assets shall be handed back to the Authority in good working order (allowance shall be made only for reasonable wear and tear);
- (e) vacate any Authority Premises and leave the Authority Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Authority Premises or any objects contained thereon (other than fair wear and tear) which is caused by the Supplier and/or its Sub-Contractors;

5.3 The Supplier shall provide access during normal working hours to the Authority and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:

- (a) such information relating to the Services as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph 1.1(b).



- 5.4 Upon termination or expiry, each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or for statutory compliance purposes.
- 5.5 Except where this agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

6 Supplier Personnel

- 6.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 10 (TUPE) shall apply.
- 6.2 The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier.
- 6.3 The Supplier shall:
- (a) give the Authority and/or the Replacement Supplier reasonable access to the Supplier Personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier and/or to discuss or consult on any measures envisaged by the Authority and/or Replacement Supplier in respect of persons expected to be Relevant Employees;
 - (b) co-operate with the Authority and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of the Relevant Employees in line with good employee relations and the effective continuity of the Services.
- 6.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 6.5 The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier, except that this paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

Schedule 10 TUPE

1 Interpretation

1.1 The definitions and rules of interpretation in this paragraph apply in this agreement:

Employee Liability Information	the information that a transferor is obliged to notify to a transferee under regulation 11(2) of TUPE: a) The identity and age of the employee; b) The employee's written statement of employment particulars; c) Information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years; d) Information about or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Supplier arising out of the employee's employment with the transferor; e) Information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.
Employment Liabilities	All claims, including claims without limitation for redundancy payments, unlawful deduction of wages, unfair, wrongly or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses.
Relevant Employees	those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Authority or a Replacement Supplier by virtue of the application of TUPE
Relevant Transfer	a relevant transfer of the Services for the purposes of TUPE
Replacement Services	any services that are fundamentally the same as any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this agreement,

	whether those services are provided by the Authority internally or by any Replacement Supplier
Replacement Supplier	any third-party supplier of Replacement Services appointed by the Authority from time to time
Service Transfer Date	the date on which the Services (or any part of the Services), transfer from the Supplier or Sub-Contractor to the Authority or any Replacement Supplier
Staffing Information	in relation to all persons detailed on the Supplier's Provisional Staff List, in any anonymised format, such information as the Authority may reasonable request including the Employee Liability information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of Services
Sub-Contractor	the contractors or Suppliers engaged by the Supplier to provide goods, services or works to, for or on behalf of the Supplier for the purposes of providing the Services to the Authority
Supplier's Final Staff List	the list of all the Supplier's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services at the Service Transfer Date
Supplier's Provisional Staff List	the list prepared and updated by the Supplier of all the Supplier's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list
Transferring Employee	any employee of the Authority, or any employee of a former supplier of the Authority, whose contract of employment transfers to the Supplier on the Service Commencement Date as the result of a service provision change pursuant to TUPE
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (<i>SI 2006/246</i>), as amended.

2 Indemnity

- 2.1 The Supplier shall be liable for and indemnify and keep indemnified the Authority against any failure to meet all remuneration, benefits, entitlements and outgoings for any person who is or will be employed or engaged by the Supplier or any Sub-Contractor in connection with the provision of the Services, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, National Insurance contributions, pension contributions, termination costs and otherwise from and including the Effective Date.
- 2.2 The Authority shall indemnify the Supplier against any Losses in respect of a Transferring Employee.

3 Employment Exit Provisions

- 3.1 This agreement envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part ("Subsequent Transfer"). If a Subsequent Transfer is a



Relevant Transfer then the Authority or Replacement Supplier will inherit liabilities in respect of the Relevant Employees with effect from the Service Transfer Date.

- 3.2 The Supplier shall and shall procure that any Sub-Contractor shall on receiving notice of termination of this agreement or otherwise, on request from the Authority and at such times as required by TUPE, provide in respect of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services, the Supplier's Provisional Staff List and the Staffing Information together with any additional information required by the Authority, including information as to the application of TUPE to the employees. The Supplier shall notify the Authority of any material changes to this information as and when they occur.
- 3.3 At least 28 days prior to the Service Transfer Date, the Supplier shall and shall procure that any Sub-Contractor shall prepare and provide to the Authority and/or, at the direction of the Authority, to the Replacement Supplier, the Supplier's Final Staff List, which shall be complete and accurate in all material respects. The Supplier's Final Staff List shall identify which of the Supplier's and Sub-Contractor's personnel named are Relevant Employees.
- 3.4 The Authority shall be permitted to use and disclose the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for any services that are substantially the same type of services as the Services (or any part of the Services).
- 3.5 The Supplier warrants to the Authority and the Replacement Supplier that the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Staffing Information (TUPE Information) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Supplier's Final Staff List.
- 3.6 The Supplier shall and shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 3.7 The Authority regards compliance with this Paragraph 3. as fundamental to the agreement. In particular, failure to comply with Paragraph 3.2 and Paragraph 3.3 in respect of the provision of accurate information about the Relevant Employees shall entitle the Authority to suspend payment of the Charges until such information is provided, or indefinitely.
- 3.8 Any change to the TUPE Information which would increase the total employment costs of the staff in the six months prior to termination of this agreement shall not (so far as reasonably practicable) take place without the Authority's prior written consent, unless such changes are required by law. The Supplier shall and shall procure that any Sub-contractor shall supply to the Authority full particulars of such proposed changes and the Authority shall be afforded reasonable time to consider them.
- 3.9 In the six months prior to termination of this agreement, the Supplier shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff listed on the Supplier's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees without the Authority's prior written consent.



- 3.10 The Supplier shall indemnify and keep indemnified in full the Authority and each and every Replacement Supplier against all Employment Liabilities relating to:
- (a) any person who is or has been employed or engaged by the Supplier or any Sub-Contractor in connection with the provision of any of the Services; or
 - (b) any trade union or staff association or employee representative,
- arising from or connected with any failure by the Supplier and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.
- 3.11 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
- 3.12 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply from Paragraph 3.2 to Paragraph 3.10 of this schedule, to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the Authority in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.



Schedule 11 Schedule of Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [REDACTED] informationgovernance@somerset.gov.uk
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 26.1.
Subject matter of the processing	Somerset Council's Phase 2 Transformation Programme – Inspiring Innovation - aims to fundamentally change how the organisation operates by shifting from fragmented, top-down approaches to a unified, agile, and innovation-led model. It will introduce a single transformation roadmap, clearer governance, and empowered, digitally enabled teams using iterative methods to enable faster, more responsive decision-making. Ultimately, the programme strives to deliver better outcomes for Somerset residents and ensure long-term financial sustainability through a collaborative, forward-thinking culture. The initial scope of the project is: • to conduct a review of existing change projects, including their target benefits, timing & progress and understand where additional support is required • To identify and develop further opportunities for improvement or transformation • To identify and support the delivery of short-term tactical solutions • Develop and deliver a cultural change programme for the whole Council. For the majority of this work, anonymised and pseudonymised data will be sufficient to deliver the objectives.

	Where processing is required to be able to understand certain processes, expenditure and decisions there will be a requirement to analyse case files. Where this is required, there must be a use case in place. Elements that will require the processing of personal data include: • Service users or residents in receipt of Somerset Council services (e.g. Adult Social Care, Children's Social Care, Children's Services, Housing): • Full name • Identification number • Address • Date of birth • Family relations • Financial data • Special Category Data in the form of health data (for example, information related to individual's disabilities and/or mental health conditions, the types of care and support packages received, the dates and outcomes of assessments, information relating to referrals etc.) Staff of Somerset Council • Name • Location data • Job title • Salary It is expressly acknowledged that it may be necessary to process further types of Personal Data as the Programme evolves. Where this is the case, the Parties will discuss the additional data request, having regard to the principles of proportionality and data minimisation, and agree whether the additional dataset will be provided. Where it is agreed to provide additional datasets, the Parties will use reasonable efforts to ensure such agreements are recorded in writing (email sufficient).
Duration of the processing	5 years with the potential for a 2-year extension
Nature and purposes of the processing	To be defined at the partnership develops and we fully understand the scope of works.

	The initial purpose will be to analyse current service provision across Council directorates, to understand the 'baseline' position, and the scale of potential opportunities to improve outcomes and achieve financial savings. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
Type of Personal Data being Processed	Anonymised data where applicable Pseudonymised data Where personal identifiable information is required, Health and Care data for residents and employee data (as set out in the Subject Matter for Processing). Due to the length of the contract and the scope of works will be defined throughout the contract term, further types of personal information will be defined in writing as the scope works are further defined and agreed.
Categories of Data Subject	Service Users of Somerset Council Staff of Somerset Council
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data will not be transferred abroad. Data will only be held for the period of the contract term. It is anticipated that any and all personal data will remain on Somerset Council hardware and infrastructure.

Schedule 12 Contract management

The Parties shall agree the contents of this Schedule as soon as reasonably practicable after the Commencement Date.

1 Authorised representatives

1.1 The Authority's initial Authorised Representative:

1.2 The Supplier's initial Authorised Representative:

2 Key personnel

Name	Title/Role
██████████	Contract Manager

3 Meetings

3.1 Type

3.2 Quorum

3.3 Frequency

3.4 Agenda

4 Reports

4.1 Type

4.2 Contents

4.3 Frequency

4.4 Circulation list

Schedule 13 Commercially Sensitive Information

No.	Item(s)
1	Schedule 3 – Supplier's Tender
2	Schedule 4 – Payment schedule
3	Any information relating to Charges contained in a Deliverable Order or a Deliverable Order Programme
4	Any information disclosed by the Supplier under Schedule 8 – Open Book Accounting and Audit

Schedule 14 Implementation Plan

REDACTED