

DATED

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STAFFORDSHIRE COUNTY COUNCIL

and

INCLUSIVE MEDIA SOLUTIONS LIMITED (t/a AutonoMe)

**FRAMEWORK AGREEMENT IN RELATION TO THE DELIVERY OF CONNECT TO WORK
PROGRAMMES**



CONTENTS

CLAUSE

1.	Definitions and interpretation	3
2.	Term of Framework Agreement	10
3.	Scope of Framework Agreement	10
4.	Award procedures.....	11
5.	Contract performance and precedence of documents	14
6.	Prices for Services	15
7.	Warranties and representations.....	15
8.	Service pre-requisites	16
9.	Reporting and meetings.....	16
10.	Records and audit access	17
11.	Confidentiality.....	18
12.	Rebates	19
13.	Data protection and Security of Authority Data	19
14.	Freedom of information	20
15.	Publicity.....	21
16.	NOT USED.....	21
17.	Termination.....	21
18.	Suspension of Supplier's appointment	24
19.	Consequences of termination and expiry	24
20.	Complaints handling and resolution	25
21.	Dispute resolution.....	25
22.	Prevention of bribery.....	26
23.	Health and Safety.....	28
24.	Best Value Duty.....	28
25.	Equalities and Discrimination	28
26.	Modern Slavery.....	29
27.	Conflicts of Interest.....	30
28.	Whistleblowing	31
29.	Counter-Terrorism	31
30.	Subcontracting and assignment.....	31
31.	Variations to Framework Agreement	32
32.	Third party rights	32

33. Severance.....	32
34. Rights and remedies	33
35. Interest.....	33
36. Waiver.....	33
37. Entire agreement	33
38. Notices	34
39. Governing law and jurisdiction	34
40. Supplier environmental obligations.....	35
41. Care Leavers Covenant	36
42. Counterparts	36

SCHEDULE

Schedule 1 Services and Lots	39
Part 1 Services	39
Part 2 Supplier's Lots.....	39
Schedule 2 Lots and Award Criteria	40
Part 1 Standard Services Award Criteria	40
Part 2 Competed Services Award Criteria.....	40
Schedule 3 Pricing Matrices	41
Schedule 4 Order Form	42
Schedule 5 Call-off Terms and Conditions	44
Schedule 6 Contract management.....	45
Schedule 7 Framework Agreement Variation Procedure	45
Schedule 8 Data processing	48
Schedule 9 Security Management	62

This agreement is dated

18.11.2025

Parties

- (1) **STAFFORDSHIRE COUNTY COUNCIL** whose principal place of business is at Staffordshire Place No 2, Tipping Street, Stafford, ST16 2DH (**Authority**)
- (2) **INCLUSIVE MEDIA SOLUTIONS LIMITED** incorporated and registered in England and Wales with company number 09292232 whose registered office is at Lytchett House 13 Freeland Park, Poole, BH16 6FA (**Supplier**)

BACKGROUND

- (A) The Authority placed a Pre-Market Engagement notice – not applicable.
- (B) The Authority placed a Tender Notice 2025/S 000-048634 on 14.08.2025 on the UK central digital platform seeking expressions of interest from potential service providers for the provision of Services (divided into Lots) to itself identified in the Tender Notice under a framework agreement.
- (C) Following receipt of expressions of interest, the Authority invited potential service providers (including the Supplier) on 25.09.2025 to tender for the provision of the Services.
- (D) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a framework agreement to provide the Services to the Authority who place Orders for Lots in accordance with this Framework Agreement.
- (E) This Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of the Services and the obligations of the Supplier under this Framework Agreement.
- (F) It is the Parties' intention that the Authority have no obligation to place Orders with the Supplier under this Framework Agreement or at all.

Agreed terms

1. Definitions and interpretation

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

Applicable Law: means the laws of England and any other laws, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements which apply to the provision of the Services or with which the Supplier is bound to comply;

Approval: means the prior written approval of the Authority.

Audit: means an audit carried out pursuant to clause 10.

Auditor: means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

Authorised Representative: means the persons respectively designated as such by the Authority and the Supplier and as notified in writing to each other from time to time.

Authority Data: means any data, text, drawings, images or sounds (together with any database made up of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

supplied to the Supplier on behalf of the Authority;

which the Supplier is required to generate, process, store or transmit pursuant to this Framework Agreement; or

any Personal Data or Special Category Data for which the Authority is Controller under the Data Protection Legislation;

Award Criteria: means the Standard Services Award Criteria and/or the Competed Services Award Criteria as the context requires.

Best Value means the Authority's duty to secure continuous improvement, as defined in Section 3 of the Local Government Act 1999 Act.

Call-off Terms and Conditions: means the terms and conditions in Schedule 5.

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Commencement Date: means 25th November 2025.

Competed Services: means the competed services set out in Part 1 of Schedule 1 which must be awarded in accordance with a mini-competition process in accordance with the Competed Services Award Criteria.

Competed Services Award Criteria: means the award criteria to be applied to Supplemental Tenders received through mini-competitions held for the award of Contracts for Competed Services as set out in Schedule 2 and the Order Form.

Complaint: means any formal complaint raised by the Authority in relation to the Supplier's performance under the Framework Agreement or under any Contract in accordance with clause 20.

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, assets, affairs, developments, trade secrets, operations, processes,

product information, know-how, designs or software, personnel and customers, clients, suppliers of the Parties, including Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement, the terms of this Framework Agreement and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Conflict of Interest: means a conflict between the personal, professional or financial interests of the Supplier or the Supplier Personnel and the duties owed to the Authority under this Framework Agreement, in the reasonable opinion of the Authority;

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between the Authority and the Supplier comprising an Order Form, its appendices, and the Call-off Terms and Conditions (as may be amended pursuant to clause 4.5).

Controller: as defined in the Data Protection Legislation.

Default: means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term or material breach as defined in clause 46.2 of the Call-off Terms and Conditions) or any other default, act, omission, negligence or negligent statement of the relevant Party or their staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Data Subject: shall have the same meaning as set out in the Data Protection Legislation.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

End Date: means the date on which this Framework Agreement comes to an end, being 24th November 2030 whether by expiry or earlier termination in accordance with the terms of this Framework Agreement.

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

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Framework Agreement: means this agreement and all Schedules to this agreement as varied from time to time.

Framework Agreement Variation Procedure: means the procedure set out in Schedule 6.

Framework Providers: means the Supplier and other suppliers appointed as framework providers under this Framework Agreement.

Framework Year: means any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

GHG emissions: means emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change, as may be amended from time to time including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), nitrogen trifluoride (NF₃), hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride (SF₆), each expressed as a total in units of carbon dioxide equivalent.

Good Industry Practice: means the exercise of that degree of skill, prudence, foresight, efficiency, timeliness, care and diligence as would be reasonably and ordinarily expected at the relevant time from a leading and qualified contractor within the same industry or business sector as the Supplier undertaking Services of similar size, scope, nature, value and complexity to the Service under this Framework Agreement;

Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Procurement Act 2023 or any associated Law.

Holding Company: shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

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

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

Law: the laws of England 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.

Lots: means the Services divided into lots as referred to in the Tender Notice and set out in Part 2.

Management Information: means the management information to be provided by the Supplier to the Authority as specified in Schedule 6.

Month: means a calendar month.

Order: means an order for Services sent by the Authority to the Supplier in accordance with the award procedures in clause 4.

Order Form: means a document setting out details of an Order in the form set out in Schedule 4 or as otherwise agreed in accordance with clause 4.9.

Parent Company: means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier.

Party: means the Authority and/or the Supplier.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Prescribed Person means a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', available online at: <https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies>, as updated from time to time;

Processor: as defined in the Data Protection Legislation.

Pricing Matrices: means the pricing matrices set out in Schedule 3.

Prohibited Plastic Items: means the single-use plastic items listed in Schedule 1 Part 1 (if any).

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 as an inducement or reward for any 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 Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority;
 - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or
 - (iv) of defrauding attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
 - (v) under the Counter-Terrorism and Security Act 2015; or
 - (vi) under the Modern Slavery Act 2015; or

- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK.

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

Relevant Requirements: all Applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Security Management: means the security management requirements as required by the Authority's ICT department and detailed in Schedule 9 and/or as detailed in the Information Governance Agreement (as applicable);

Security Policies: means those policies of the Authority that relate to the security of information whether or not Confidential Information, Authority Data and/or Personal Data and general security of information communication and technology systems as set out in Schedule 9;

Services: means the services detailed in Schedule 1.

Specification: means the specification for the Services which is detailed in Schedule 1 Part 1.

Standard Services: means the standard services referred to in Schedule 1 which can be the subject to a direct award in accordance with the Standard Services Award Criteria

Standard Services Award Criteria: means the award criteria to be applied for the award of Contracts for Standard Services as set out in Schedule 2.

Storage media: means any device that receives and retains electronic data for applications and users, and makes the data available for retrieval, including computer hard drives, USB flash drive, optical discs and memory cards;

Subcontract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

Subcontractor: the contractors or service providers that enter into a Subcontract with the Supplier or to which the Supplier otherwise subcontracts the Services.

Supplemental Tender: means the documents submitted to the Authority in response to the Authority's invitation to Framework Providers for formal offers to respond to the mini-competition process to supply it with Competed Services.

Supplier's Lots: means the lots to which the Supplier has been appointed under this Framework Agreement as set out in Schedule 1.

Supplier Personnel: means all persons employed by the Supplier together with the Supplier's volunteers, employees, staff, other workers, agents and consultants of the Supplier and of any Subcontractors who are engaged in the provision of the Services from time to time.

Sustainability report: the report to be submitted to the Authority by the Supplier in accordance with clause **Error! Reference source not found.** .

Tender: means the tender submitted by the Supplier to the Authority on 25.09.2025.

Tender Notice: means the tender notice 2025/S 000-048634 on 14.08.2025 published in the UK central digital platform.

Term: means the period commencing on the Commencement Date and ending on the End Date or on earlier termination of this Framework Agreement in accordance with its terms.

Termination Date: means the date of expiry or termination of this Framework Agreement.

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

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Year: means a calendar year.

1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
- (e) reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (f) unless expressly provided otherwise in this Framework Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and

includes any subordinate legislation made under it, in each case from time to time;

- (g) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- (h) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- (i) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;
- (j) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and
- (k) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (l) reference to writing or written excludes fax and email ;
- (m) any obligation on a party not to do something includes an obligation not to allow that thing to be done.

Part one: framework arrangements and award procedure

2. Term of Framework Agreement

The Framework Agreement shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated) shall terminate at the end of the Term.

3. Scope of Framework Agreement

- 3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier to the Authority.
- 3.2 The Authority appoints the Supplier as a Framework Provider of the Services and the Supplier shall be eligible to receive Orders for such Services from the Authority during the Term.

- 3.3 The Authority may at its absolute discretion and from time to time order Services from the Supplier in accordance with the ordering procedure set out in clause 4 during the Term. The Parties acknowledge and agree that the Other Contracting Bodies have the right to order Services pursuant to this Framework Agreement provided that they comply at all times with the Procurement Act 2023 and the ordering procedure in clause 4.1. If there is a conflict between clause 4 and the Procurement Act 2023, the Procurement Act 2023 shall take precedence.
- 3.4 The Authority must confirm to the Supplier that it has agreed and signed the Access Agreement with the Authority and is authorised to place and Order and enter into a Call-Off Contract with the Supplier under the Framework Agreement and in accordance with the Call-off Terms and Conditions.
- 3.5 If and to the extent that any Services under this Framework Agreement are required the Authority shall:
- (a) enter into a contract with the Supplier for these Services materially in accordance with the terms of the Contract; and
 - (b) comply with the ordering procedure in clause 4.
- 3.6 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the authority for the Services and that the Authority is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
- 3.7 The Authority shall not in any circumstances be liable to the Supplier or any Other Contracting Body for payment or otherwise in respect of any Services provided by the Supplier to any Other Contracting Body.

4. Award procedures

Awards under the Framework Agreement

- 4.1 If the Authority decides to source Services through the Framework Agreement then it may:
- (a) satisfy its requirements for the Standard Services by awarding a Contract in accordance with the terms laid down in this Framework Agreement without re-opening competition; or
 - (b) satisfy its requirements for Competed Services by awarding a Contract following a mini-competition conducted in accordance with the requirements of clause 4.5.

Standard Services (awards without re-opening competition – direct award)

- 4.2 When ordering Standard Services under the Framework Agreement without re-opening competition, the Authority shall:

- (a) identify the relevant Lot which its Standard Services requirements fall into;
- (b) send an Order to the Framework Provider ranked highest following the evaluation of its Tender as set out in Schedule 2;
- (c) if the Framework Provider who was ranked highest is not able to provide the Services, send an Order to the Framework Provider ranked next highest;
- (d) repeat the process set out in clause 4.2(c) until the Order is fulfilled or there are no further Framework Providers qualified to fulfil it.

4.3 Where a Framework Provider has applied for five (5) or six (6) Lots and has been ranked number one in respect of all five (5) or six (6) Lots, that Framework Provider shall only be eligible for a direct award of up to a maximum of four (4) Lots out of the five (5) or six (6) and will be given the opportunity to decide which of the four (4) out of six (6) to accept.

4.4 Where four (4) out of five (5) or six (6) lots have been awarded to the Framework Provider ranked number one, the remaining two (2) shall then be offered to the Framework Providers ranked either, two (2), three (3), four (4) or five (5). It shall be at the Authority's discretion whether, or not the two (2) remaining lots are to be provided to one (1) of the remaining providers or each offered one (1) lot.

Competed Services (awards following mini-competitions)

4.5 When ordering Competed Services under the Framework Agreement, the Authority shall:

- (a) identify the relevant Lot(s) that its Competed Services requirements fall into;
- (b) identify the Framework Providers capable of performing the Contract for the Competed Services requirements;
- (c) supplement and refine the Call-off Terms and Conditions only to the extent permitted by and in accordance with the requirements of the Procurement Act 2023 and Guidance;
- (d) invite tenders by conducting a mini-competition for its Competed Services requirements in accordance with the Procurement Act 2023 and Guidance and in particular:
 - (i) consult in writing the Framework Providers capable of performing the Contract for the Competed Services requirements and invite them within a specified time limit to submit a Supplemental Tender;

- (ii) set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Contract and the time needed to submit tenders; and
- (iii) keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;
 - (e) apply the Competed Services Award Criteria to any compliant Supplemental Tenders submitted through the mini-competition; and
 - (f) subject to clause 4.7 place an Order with the successful Framework Provider.

4.6 The Supplier agrees that all Supplemental Tenders submitted by the Supplier in relation to a mini-competition held pursuant to this clause 4 shall remain open for acceptance for 30 days (or such other period specified in the invitation to tender issued by the Authority in accordance with this clause 4).

4.7 Notwithstanding the fact that the Authority has followed the procedure set out above for Competed Services, the Authority may cancel, postpone, delay or end the procedure without placing an Order for Services or awarding a Contract. Nothing in this Framework Agreement shall oblige the Authority to place any Order for Services.

Poor performance

4.8 In considering whether or not to invite a supplier to further competition, the Authority, shall consider, amongst other things, that suppliers' past performance under this Framework Agreement.

Form of Order

4.9 Subject to clause 4.1 to clause 4.8, the Authority may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Supplier including systems of ordering involving e-mail or other online solutions.

Accepting and declining Orders

4.10 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the Authority and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed three Working Days) acknowledge receipt of the Order and either:

- (a) notify the Authority in writing and with detailed reasons that it is unable to fulfil the Order; or

- (b) notify the Authority that it is able to fulfil the Order by signing and returning the Order Form.

4.11 If the Supplier:

- (a) notifies the Authority that it is unable to fulfil an Order; or
- (b) the time limit referred to in clause 4.10 has expired;

then the Order shall lapse and the Authority may then send that Order to another Framework Provider in accordance with the procedure set out in clause 4.2(d).

4.12 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Authority may either:

- (a) reissue the Order incorporating the modifications or conditions; or
- (b) treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 4.11 shall apply.

4.13 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Authority. Accordingly, the Supplier shall sign and return the Order Form which shall constitute its offer to the Authority. The Authority shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Order Form.

5. Contract performance and precedence of documents

5.1 The Supplier shall perform all Contracts entered into with the Authority in accordance with:

- (a) the requirements of this Framework Agreement; and
- (b) the terms and conditions of the respective Contracts.

5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the clauses of the Contract;
- (b) the Specification (Schedule 1 Part 1);
- (c) the Order Form except Appendices 2 (Supplier's Tender) and 3 (Supplemental Tender) to the Order Form;
- (d) the terms of the Framework Agreement, the Schedules to the Framework Agreement and the appendices to the Order Form, except Schedule 1, part 2, Appendix 2 (the Supplier's Tender), and Appendix 3 to the Order Form (Supplemental Tender);

- (e) any other document referred to in the clauses of the Contract;
and
- (f) Schedule 1, part 2 of the Framework Agreement and Appendix 2 to the Order Form (the Supplier's Tender), and Appendix 3 to the Order Form (Supplemental Tender).

6. Prices for Services

- 6.1 The prices offered by the Supplier for Contracts to the Authority for Standard Services shall be the prices listed in the Pricing Matrix for the relevant Lot and such prices shall remain fixed for the duration of the call off contract.
- 6.2 The prices offered by the Supplier for Contracts to the Authority for Competed Services shall be based on the prices set out in the Pricing Matrices and tendered in accordance with the requirements of the mini-competition held pursuant to clause 4.

Supplier's general framework obligations

7. Warranties and representations

- 7.1 The Supplier warrants and represents to the Authority that:
 - (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
 - (b) this Framework Agreement is executed by a duly authorised representative of the Supplier;
 - (c) in entering into this Framework Agreement or any Contract, the Supplier and the Supplier Personnel have not committed any Prohibited Act;
 - (d) the Supplier and the Supplier Personnel have not been nor are subject to any investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;
 - (e) the Supplier and Supplier Personnel have not been nor are 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 other government contracts on the grounds of a Prohibited Act;

- (f) as at the Commencement Date, all information, statements and representations contained in the Tender are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (g) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Contract which may be entered into with the Authority;
- (h) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract; and
- (i) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

7.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 7.1 at the relevant time.

8. Service pre-requisites

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Contract and in accordance with any requirements detailed in the Specification.

Supplier's information obligations

9. Reporting and meetings

9.1 The Supplier shall submit Management Information to the Authority in the form and at the frequencies set out in Schedule 6 throughout the Term.

- 9.2 The Authorised Representatives shall meet in accordance with the details set out in Schedule 6 and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.
- 9.3 Not Used
- 9.4 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.
- 9.5 The Supplier may be required to provide the Authority with such information as it may reasonably request in relation to the establishment, operation and performance of the Framework Agreement and any Contracts.

10. Records and audit access

- 10.1 The Supplier shall keep and maintain until twelve years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Contracts entered into with the Authority and the amounts paid by the Authority.
- 10.2 The Supplier shall keep the records and accounts referred to in clause 10.1 above in accordance with good accountancy practice.
- 10.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as they may require from time to time.
- 10.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of twelve years after expiry of the Term to the Authority and the Auditor.
- 10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 10.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
- (a) all information requested by the Auditor within the scope of the Audit;
 - (b) reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and

(c) access to the Supplier Personnel.

10.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a Default or a material breach of the Framework Agreement by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

11. Confidentiality

11.1 Subject to clause 11.2, the Parties shall keep confidential all matters relating to this Framework Agreement and shall use all reasonable endeavours to prevent their employees, officers, representatives, contractors, subcontractors or advisers from making any disclosure to any person of any matters relating thereto.

11.2 clause 11.1 shall not apply to any disclosure of information:

- (a) required by any Applicable Law, a court of competent jurisdiction or regulatory authority, or to any disclosures required under the FOIA or the Environmental Information Regulations or which was available to the receiving party on a non-confidential basis before disclosure;
- (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
- (c) Not Used
- (d) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;
- (e) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
- (f) to enable a determination to be made under clause 21;
- (g) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (h) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and

- (i) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

11.3 The Parties shall not use the Confidential Information of the Parties for any purpose other than to exercise their rights and perform their obligations under or in connection with this Framework Agreement.

12. Rebates

Not used.

13. Data protection and Security of Authority Data

13.1 The Supplier must process Personal Data and ensure that Supplier Personnel process Personal Data in accordance with the Data Protection Legislation and Schedule 8 (Data Protection Provisions and Information Governance Agreement) of this Framework Agreement.

13.2 The Supplier must make accessible back-ups of all Authority Data.

13.3 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the Security Policies and any applicable Security Management requirements.

13.4 If at any time the Supplier suspects or has reason to believe that the Authority Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Authority and suggest remedial action.

13.5 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

- (a) tell the Supplier to restore or get restored the Authority Data as soon as practical but no later than 5 Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and
- (b) restore the Authority Data itself or using a third party.

13.6 The Supplier must pay each Party's reasonable costs of complying with clause 13.5 unless the Authority is entirely at fault.

13.7 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;

- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Authority Data and any copies it holds when asked to do so by the Authority unless required by Applicable Law to retain it; and
- (e) indemnifies the Authority in full and on demand and keeps indemnified in full and on demand against any and all losses arising in respect of the Supplier breaching this clause 13, Schedule 8 (Data Protection Provisions and Information Governance Agreement), and/or any Data Protection Legislation and/or Schedule 9 (Security Management).

13.8 The provisions of this clause 13 shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.

14. Freedom of information

14.1 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 Framework Agreement that it receives as soon as practicable and in any event within two (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 five (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.

14.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential 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 Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with the FOIA and the EIRs.

15. Publicity

- 15.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.
- 15.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority or otherwise, including any examination of this Framework Agreement by the Auditor.
- 15.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

16. NOT USED.

Framework Agreement termination and suspension

17. Termination

Termination on breach

- 17.1 Without affecting any other right or remedy available to it, the Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:
 - (a) where the Supplier commits a material breach and the Supplier has not remedied the material breach to the satisfaction of the Authority within fifteen (15) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied; or
 - (b) the material breach is not, in the reasonable opinion of the Authority, capable of remedy; or
 - (c) where the Authority terminates a Contract awarded to the Supplier under this Framework Agreement as a consequence of a Default by the Supplier; or

- (d) where any warranty given in clause 7 of this Framework Agreement is found to be untrue or misleading; or
- (e) if any of the provisions of Section 78(2) of the Procurement Act 2023 apply. In the event that any of the provisions of Section 78(2) apply, the Authority shall comply with the requirements detailed in Section 78(7) of the Procurement Act 2023.

17.2 For the purposes of clause 17.1(a), a **material breach** means a breach by the Supplier (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of this Framework Agreement; or
- (b) a breach by the Supplier of any of the obligations set out in clauses 5 (contract performance), 7 (warranties and representations), 8 (service prerequisites), 10 (records and access), 11 (confidentiality), 12 (rebates), 13 (data protection), 14 (FOIA), 15 (publicity), 22 (prevention of bribery), 23 (health and safety), 25 (equalities and discrimination), 26 (modern slavery), 27 (conflicts of interest), 28 (whistleblowing), 29 (counter-terrorism), 30 (subcontracting and assignment), over any twelve (12) month period during the term of this Framework Agreement.

Termination on insolvency and Change of Control

17.3 Without affecting any other right or remedy available to it, the Authority may terminate this Framework Agreement with immediate effect by giving written notice to the Supplier if:

- (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 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 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 IA 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 any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

- (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 the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership), or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over all or any of the assets of the Supplier or a receiver is appointed over all or any of the assets of the Supplier;
- (g) the Supplier (being an individual) is the subject of a bankruptcy petition, application or order;
- (h) 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 Supplier's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.3(a) to clause 17.3(h) (inclusive); or
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.4 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

Termination by Authority for convenience

17.5 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three (3) Months' written notice to the Supplier and all other Framework Providers.

18. Suspension of Supplier's appointment

Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 17, if a right to terminate this Framework Agreement arises in accordance with clause 17, the Authority may suspend the Supplier's right to receive Orders from the Authority in any or all Supplier's Lots by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 18, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

19. Consequences of termination and expiry

19.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 19.

19.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

19.3 Within twenty (20) Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's

reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance, in either case as determined by the Authority.

- 19.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.
- 19.5 The provisions of clause 7, clause 10, clause 11, clause 13, clause 14, clause 15, clause 19, clause 21, clause 22, and clause 39 and clause 39 shall remain in full force and effect and survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.
- 19.6 In the event of termination of this Framework Agreement due to discharge, expiry, termination, rescission or if set aside by court order, the Authority shall be required to publish a contract termination notice in accordance with the requirements of Section 80 of the Procurement Act 2023.

20. Complaints handling and resolution

- 20.1 The Supplier shall notify the Authority of any Complaint made within two Working Days of becoming aware of that Complaint and such notice shall contain full details of the Supplier's plans to resolve such Complaint
- 20.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Framework Agreement or a Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

21. Dispute resolution

- 21.1 If a dispute arises out of or in connection with this Framework Agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:
 - (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives of the Parties shall attempt in good faith to resolve the Dispute;

- (b) if the Authorised Representatives of the Parties are for any reason unable to resolve the Dispute within twenty (20) Working Days of service of the Dispute Notice, the Dispute shall be referred to the Director of Corporate Services of the Authority and [SENIOR OFFICER TITLE] of the Supplier who shall attempt in good faith to resolve it;
- (c) if the Director of Corporate Services of the Authority and [SENIOR OFFICER TITLE] of the Supplier are for any reason unable to resolve the Dispute within twenty (20) Working Days of it being referred to them, the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within fifteen (15) Working days of service of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR and
- (d) if there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within fifteen (15) Working days from the date of the ADR notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them; and
- (e) unless otherwise agreed between the parties, the mediation will start not later than twenty (20) Working days after the date of the ADR notice.

No party may commence any court proceedings in relation to the whole or part of the Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

- 21.2 If for any reason the Dispute is not resolved within thirty (30) Working days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England in accordance with clause 39.

General provisions

22. Prevention of bribery

- 22.1 The Supplier shall (and shall procure that the Supplier Personnel shall):

- (a) not, in connection with this Framework Agreement and any Contract made under it, commit a Prohibited Act;
 - (b) not do, suffer or omit to do anything that would cause the Authority or the Supplier Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
 - (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
 - (d) notify the Authority (in writing) if it becomes aware of any breach of clause 22.1(a) or clause 22.1(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Framework Agreement and any Contract made under it.
- 22.2 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Framework Agreement and any Contract made under it and the steps taken to comply with its obligations under clause 22.1.
- 22.3 The Supplier shall allow the Authority and its Auditor to audit any of the Supplier's records and any other relevant documentation in accordance with clause 10.
- 22.4 If the Supplier or Supplier Personnel breaches this clause 22, the Authority (or Other Contracting Bodies) may by notice:
 - (a) require the Supplier to remove from performance of this Framework Agreement and any Contract made under it Supplier Personnel whose acts or omissions have caused the breach; or
 - (b) immediately terminate this Framework Agreement and any Contract made under it.
- 22.5 Any notice served by the Authority under clause 22.4 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 (or Other Contracting Bodies) have elected to take (including, where relevant, the date on which this Framework Agreement and any Contract made under it shall terminate).
- 22.6 Despite clause 21, any dispute relating to:
 - (a) the interpretation of this clause 22; or

(b) the amount or value of any gift, consideration or commission, shall be determined by the Authority and its decision shall be final binding and conclusive.

22.7 Any termination under this clause 22 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

23. Health and Safety

23.1 The Supplier shall comply with the requirements of the Health and Safety etc at Work Act 1974 and any other acts, orders, regulation, and codes of practice relating to health and safety, which may apply to Supplier Personnel and other persons involved in the provisions of the Services and performance of the obligations pursuant to this Framework Agreement.

24. Best Value Duty

24.1 The Authority and the Supplier agree and acknowledge that the 1999 Act applies to the performance and/or delivery of the Services under this Framework Agreement and the Supplier shall, at no cost to the Authority, provide all reasonably necessary assistance and work proactively with the Authority to allow and enable the Authority to comply with its Best Value duty in respect of this Framework Agreement and the performance and/or delivery of the Services throughout the Term.

25. Equalities and Discrimination

25.1 Throughout the Term, the Supplier shall comply with the requirements of the Equality Act 2010 and the Human Rights Act 1998 or other relevant legislation.

25.2 The Supplier shall promote race equality, equal opportunities and anti-discrimination in relation to the obligations under this Framework Agreement and also in relation to the Supplier's related employment and/or subcontracting practices.

25.3 The Supplier agrees to comply with the Equality Act 2010 and will take all reasonable steps to prevent and eliminate harassment and discrimination in the workplace. This includes implementing policies and procedures to address and manage complaints of harassment and discrimination. The Supplier will assist the Authority in complying with its Public Sector Equality Duty.

The Supplier shall maintain a zero-tolerance policy towards all forms of harassment and discrimination. Any incidents of harassment or discrimination by the Suppliers employees, Subcontractors, or agents will be grounds for immediate termination of the contract.

26. Modern Slavery

26.1 The Supplier:

- (i) shall not use, nor allow its Subcontractors to use forced, bonded, child, slave or involuntary prison labour;
- (ii) shall not use, nor allow its Supplier Personnel to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its Supplier Personnel;
- (iii) shall not require any of its Supplier Personnel or the personnel of any Subcontractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;
- (iv) warrants and represents that it or its Supplier Personnel have not been convicted of any slavery or human trafficking offences anywhere around the world;
- (v) warrants that to the best of its knowledge or its Supplier Personnels' knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- (vi) shall make reasonable enquires to ensure that its Supplier Personnel have not been convicted of slavery or human trafficking offences anywhere around the world;
- (vii) shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- (viii) shall implement due diligence procedures within its business and Subcontractors to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Framework Agreement;
- (ix) where reasonably requested, shall prepare and deliver to the Authority, an annual slavery and human trafficking report setting out, as a minimum, the steps it has taken (and is taking) to ensure that slavery and human trafficking is not taking place in any part of its business and its supply chain;
- (x) shall report the discovery or suspicion of any slavery or trafficking (including its supply chain) to the Council and the UK's Modern Slavery and Exploitation Helpline;
- (xi) respond promptly to all slavery and trafficking due diligence requests/questionnaires (including the UK's Office Modern Day Slavery Assessment Tool) issued to it by the Authority from time to time and shall ensure

that its responses are complete, accurate and submitted within sixty (60) days of such a request; and

- (xii) if requested, to provide a supply chain map in accordance with guidance from the Chartered Institute of Procurement & Supply within fourteen (14) days of such request.

26.2 If the Supplier is in breach under clause 26.1 the Authority may, by notice:

- (i) require the Supplier to comply with any request of the Authority to submit a rectification plan, which follows the form set out in Annex D of the UK's Government Commercial Functions publication Tackling Modern Slavery in Government Supply Chains, and which must be agreed by the Council; or
- (ii) require the Supplier to remove from performance of the Framework Agreement and/or the Contract any Supplier Personnel or other persons associated with it whose acts or omissions have caused the breach; or
- (iii) immediately terminate this Framework Agreement.

26.3 The Supplier is required to co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Framework Agreement and any Contract.

26.4 The Authority reserves the right to carry out an unannounced or semi-announced inspection of any premises or site regarding the delivery of this Framework Agreement and speak directly to any Supplier Personnel in a confidential manner and in the native language of such Supplier Personnel or in respect of workforce conditions, working or employment practices and recruitment practices.

26.5 For the purposes of an inspection carried out pursuant to clause 26.4 the Authority may instruct the Supplier to carry out such an inspection of any Subcontractor(s) by an independent third party and, if so instructed, the Supplier shall deliver a report to the Authority within ninety (90) days of such instruction.

27. Conflicts of Interest

27.1 The Supplier:

- (i) must take action to ensure that neither the Supplier nor the Supplier Personnel are placed in the position of an actual, potential or perceived Conflict of Interest.
- (ii) must promptly notify and provide details to the Authority if an actual, potential or perceived Conflict of Interest happens or is expected to happen. The Authority will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. The Supplier shall provide all reasonable assistance that the Authority may require

in order to review and update any conflicts assessment that may have been completed in accordance with Part 5 (Conflicts of Interest) of the Procurement Act. If, in the reasonable opinion of the Authority, such measures do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate this Framework Agreement immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.

28. Whistleblowing

- 28.1 As soon as it is aware of it the Supplier and Supplier Personnel must report to the Authority any actual or suspected breach of:
- (i) Law;
 - (ii) Clause 22 (Prevention of bribery); or
 - (iii) Clause 26 (Modern Slavery).
- 28.2 The Supplier must not retaliate against any of the Supplier Personnel who in good faith reports a breach listed in this clause to the Authority or a Prescribed Person.

29. Counter-Terrorism

- 29.1 The Supplier acknowledges and confirms it shall have due regard for the Authority's duties under terrorism legislation and any other relevant Law in performing its obligations under this Framework Agreement, including (where appropriate) providing training to the Supplier Personnel and/or Subcontractors to ensure that they are aware of the Authority's duties.
- 29.2 Where the Supplier identifies or suspects that someone may be engaged in illegal terrorist related activity, the Supplier must refer such person or activity to the police.
- 29.3 The Supplier shall (where permitted by law) notify the Authority in circumstances where the Supplier has made such reporting to the police and details of the outcome.

30. Subcontracting and assignment

- 30.1 Subject to clause 30.2 neither party shall be entitled to assign, novate, transfer, mortgage, charge or otherwise deal in any other manner with or dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Framework

Agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.

- 30.2 The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

31. Variations to Framework Agreement

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in Schedule 6.

32. Third party rights

- 32.1 Unless it expressly states otherwise and except as provided in clause 3, clause 4 and clause 7.1, this Framework Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 32.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

33. Severance

- 33.1 If any provision or part-provision of this Framework 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.
- 33.2 If any provision or part-provision of this Framework Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal,

valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

34. Rights and remedies

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

35. Interest

35.1 Each party shall pay interest on any sum due under this Framework Agreement, calculated as follows:

- (a) Rate: 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- (b) Period: From when the overdue sum became due, until it is paid.

36. Waiver

36.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

36.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

37. Entire agreement

37.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the parties and supersedes and

extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

- 37.2 Each party acknowledges that in entering into this Framework Agreement it does not rely on, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement.
- 37.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.
- 37.4 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

38. Notices

- 38.1 A notice given to a party under or in connection with this Framework Agreement shall be in writing and sent to the party at the address given in this Framework Agreement or as otherwise notified in writing to the other party.
- 38.2 This clause 38.2 sets out the delivery methods for sending a notice to a party under this Framework Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the address;
 - (b) if sent by pre-paid first class post or other next Working Day delivery service providing proof of delivery, at 9.00am on the second Working Day after posting;
 - (c) if sent by pre-paid airmail providing proof of delivery, at 9.00am on the fifth Working Day after posting.; or
- 38.3 If deemed receipt under clause 38.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 38.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 38.5 For the purposes of clause 38.1, the address of each Party shall be as stated at the beginning of this Framework Agreement unless any such changes are otherwise notified to the other Party in accordance with clause 38.6.
- 38.6 Either Party may change its address for service by serving a notice in accordance with this clause.

39. Governing law and jurisdiction

39.1 This Framework 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 laws of England.

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

40. Supplier environmental obligations

40.1 The Supplier shall ensure that:

- (a) its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials;
- (b) the goods it manufactures (including the inputs, outputs and components that it incorporates into its goods) comply with environmental Law;
- (c) it will only use packaging materials that comply with applicable environmental Law.

40.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks, which as a minimum must:

- (a) comply with requirements detailed in the Specification;
- (b) assess the environmental impact of all past, current and future operations;
- (c) specify steps to continuously improve environmental performance, and reduce pollution, emissions and waste;
- (d) specify measures to reduce the use of all raw materials, energy and supplies;
- (e) require Supplier Personnel to be trained in environmental matters.

40.3 The Supplier shall, in performing its obligations under this Framework Agreement:

- (a) comply with any environmental related key performance indicators detailed in Schedule 1 Part 1 (if applicable);
- (b) not provide to the Authority any goods or deliverables comprising wholly or partly of Prohibited Plastic Items;
- (c) not use any goods or deliverables which comprise wholly or partly of a Prohibited Plastic Item to provide the Services

unless the use is either related to management of the Supplier's general operations, or otherwise agreed in writing with the Authority;

- (d) minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Supplier Personnel, emissions from Supplier offices and equipment

40.4 The Authority may audit the Supplier's compliance with this clause 40 in accordance with clause 10.

41. Care Leavers Covenant

41.1 Young people leaving care and not returning to their own families are supported to enable them to live independently in the community. The Supplier shall familiarise itself with the Care Leavers Local Offer and the Care Leavers Covenant which can be found on the Authority's website (the "**Covenant**").

41.2 The Authority is signed up to the Covenant and requires the Supplier to register and sign up to the Covenant within the first 2 months of the Framework Commencement Date. The Supplier shall liaise with the Authority's Covenant Engagement Team to confirm a pledge within 6 months of the Framework Commencement Date.

41.3 The Supplier will engage with the Authority's Covenant Engagement Team to contribute to achieving one or more of the following Care Leaver outcomes: -

- (a) Care leavers are better prepared and supported to live independently;
- (b) Care leavers have improved access to employment, education and training;
- (c) Care leavers experience stability in their lives and feel safe and secure;
- (d) Care leavers have improved access to health and emotional support;
- (e) Care leavers achieve financial stability.

41.4 The Supplier shall work with the Authority's Covenant Engagement Team, at least annually, to develop offers and to record and demonstrate the impact and effectiveness of the Supplier's offer.

42. Counterparts

42.1 This Framework Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

- 42.2 Transmission of an executed counterpart of this Framework Agreement or the executed signature page of a counterpart of this Framework Agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Framework Agreement. If this method of transmission is adopted, without prejudice to the validity of the Framework Agreement thus made, each party shall on request provide the other with the "wet ink" hard copy originals of their counterpart.
- 42.3 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

This Framework Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The **COMMON SEAL** of
STAFFORDSHIRE COUNTY COUNCIL
was affixed to this **DEED**
in the presence of:

.....

Authorised Signatory

Name

Date:.....

EXECUTED as a **DEED** by **INCLUSIVE MEDIA SOLUTIONS LIMITED**

by the Supplier acting by:

a single Director in front of a witness below (Signature):

Director's name in print:

Witness (signature):

Witness name in print:

Witness Address & Occupation:

.....

Date:

Schedule 1 Services and Lots

Part 1 Services

[PLEASE REFER THE SPECIFICATION]

[[PLEASE REFER TO THE ITT PRE CLARIFICATION DOCUMENT]

Part 2 Supplier's Lots

Appendix 1:

- Lot 2a – Supported Employment Quality Framework (SEQF) covering Staffordshire Moorlands and Newcastle under Lyme – North

Appendix 2:

[As per the Supplier's Tender]

Schedule 2 Lots and Award Criteria

The Lots have been awarded as follows:

NAME OF LOT	FRAMEWORK PROVIDERS AND THEIR RANKING
Lot 2a Supported Employment Quality Framework (SEQF) covering Staffordshire Moorlands and Newcastle under Lyme - North	1. Royal Mencap Society 2. North Staffordshire Combined Healthcare NHS Trust 3. Inclusive Media Solutions Ltd (AutonoMe) 4. Stoke on Trent College

Part 1 Standard Services Award Criteria

Award Criteria is the same for each lot

Criterion number	Criterion	Percentage weightings
1	Service Delivery Model	20%
2	Implementation Plan	10%
3	Supported Employment Experience	10%
4	Social Value	10%
5	Performance Management	5%
6	Financial Management	5%
7	Stakeholder Engagement – Identifying Participants	5%
8	Stakeholder Engagement – Employers	5%
9	Stakeholder Engagement – Supporting Organisations	5%
10	Geography of Delivery	5%

Part 2 Competed Services Award Criteria

To be awarded based on 80% quality and 20% price. Quality questions to be determined by the Authority.

Schedule 3 Pricing Matrices

Not included as commercially sensitive

Pricing revisions

The prices contained in the Pricing Matrix are fixed for the duration of the Term.

Schedule 4 Order Form

ORDER FORM

Framework Agreement

FROM

Authority:	Staffordshire County Council
Service address:	Staffordshire Place One, Tipping Street, Stafford, ST16 2DH
Invoice address:	
Authorised Representative:	Ref: Phone: E-mail:
Order number:	To be quoted on all correspondence relating to this Order:
Order date:	

TO

Supplier:	Inclusive Media Solutions Ltd (AutonoMe)
For the attention of: E-mail: Telephone number:	
Address:	
1. SERVICES REQUIREMENTS	
(1.1) Services and deliverables required: [INSERT DETAIL]	
(1.2) Service Commencement Date: [INSERT DATE]	
(1.3) Price payable by the Authority and payment profile: As per the tendered rates	
(1.4) Completion date (including any extension period or periods): [INSERT DATE]	
2 MINI-COMPETITION ORDER: ADDITIONAL REQUIREMENTS	
(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:	
(2.2) Variations to Call-off Terms and Conditions:	
3. PERFORMANCE OF THE SERVICES AND DELIVERABLES	
(3.1) Key personnel of the Supplier to be involved in the Services and deliverables:	
(3.2) Performance standards: As per the Specification	
(3.3) Location(s) at which the Services are to be provided:	
(3.4) Quality standards: As per the Specification	

(3.5) Contract monitoring arrangements: As per the Specification
(3.6) Management Information and meetings
4. CONFIDENTIAL INFORMATION
(4.1) The following information shall be deemed Confidential Information:
(4.2) Duration that the information shall be deemed Confidential Information:

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE SUPPLIER AGREES to enter a legally binding contract with the Authority to provide to the Authority the Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on 18.11.2025.

For and on behalf of the Supplier:

Name and title	
Signature	
Date	
Supplier's Authorised Representative for the Contract (if different)	[NAME]

For and on behalf of the Authority:

Name and title	
Signature	
Date	

Appendix 1: Specification for the Services

Appendix 2: Supplier's Tender

Appendix 3: Supplemental Tender (for Competed Services)

Schedule 5 Call-off Terms and Conditions [SEE SEPARATE DOCUMENT]

Schedule 6 Contract management

As per the Schedule 1 Services (Specification)

If performance is slipping the Authority will arrange a Contract Review Meeting.

Contract Review Meeting Attendance by:

- SCC, Client Team (Provider Management Officer)
- Supplier's Representatives – Contract Manager

Location of the Contract Review Meeting: Staffordshire County Council, Staffordshire Place 1, Tipping Street, Stafford, ST16 2DH.

Agenda: Will be provided by SCC prior to the meeting, ideally one week before.

Management Information – will be provided as and when necessary, so will be on an ad-hoc basis.

Schedule 7 Framework Agreement Variation Procedure

1. Introduction

- 1.1 Schedule 6 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement.
- 1.2 The Authority may propose a variation to the Framework Agreement under Schedule 6 only where the variation does not amount to a material change in the Framework Agreement or the Services.

2. Procedure for proposing a variation

- 2.1 Except where paragraph 5 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, the Authority shall serve each Framework Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).
- 2.3 The Notice of Variation shall:
 - (a) contain details of the proposed variation providing sufficient information to allow each Framework Provider to assess the variation and consider whether any changes to the prices set out in its Pricing Matrices are necessary; and
 - (b) require each Framework Provider to notify the Authority within fourteen (14) days of any proposed changes to the prices set out in its Pricing Matrices.
- 2.4 On receipt of the Notice of Variation, each Framework Provider has fourteen (14) days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Provider with a written agreement detailing the variation to be signed and returned by each Framework Provider within fourteen (14) days of receipt.
- 2.6 On receipt of a signed agreement from each Framework Provider, the Authority shall notify all Framework Providers in writing of the commencement date of the variation.

3. Objections to a variation

In the event that the Authority receives one or more written objections to a variation, the Authority may:

- (a) withdraw the proposed variation; or
- (b) propose an amendment to the variation.

4. Changes to the Pricing Matrices

- 4.1 Where a Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices, the Authority may require further evidence from the Framework Provider that any additional costs to the Framework Provider will be kept to a minimum.
- 4.2 The Authority may require the Framework Provider to meet and discuss any proposed changes to the Pricing Matrices that would result from a variation.
- 4.3 Where a change to a Framework Provider's Pricing Matrices is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Provider in writing.
- 4.4 In the event that the Authority and the Framework Provider cannot agree to the changes to the Pricing Matrices, the Authority may:
 - (a) withdraw the variation; or
 - (b) propose an amendment to the variation.

5. Variations that are not permitted

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

- (a) may prevent one or more of the Framework Providers from performing its obligations under the Framework Agreement; or
- (b) is in contravention of any Law.

Schedule 8 Data processing

SCHEDULE 8– DATA PROTECTION PROVISIONS AND INFORMATION GOVERNANCE AGREEMENT

Agreement	means this Framework Agreement;
Controller	has the same meaning as set out 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 Impact Assessment	means 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	has the same meaning as set out in the UK GDPR and in respect of the Parties under this Agreement such officer shall be as detailed in Annex 1 of this Schedule 8 or as otherwise notified in writing by one Party to the other;
Data Subject Access Request	means a request made by, or on behalf of, a Data Subject in accordance with the rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Data Subject	has the same meaning as set out in the UK GDPR;
Independent Controller	a Party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data, as applicable under this Schedule 8;
Information Governance Agreement	Information Governance Agreement means the agreement between the Parties and attached at Annex 1 of this Schedule 1 that relates to the requirements under Data Protection Legislation and any Security Management requirements of the Authority in respect of Authority Data;
Joint Controllers	where two or more Controllers jointly determine the purposes and means of processing, as applicable under this Schedule 8;
Personal Data Breach	has the same meaning as set out in the UK GDPR;;
Processor	has the same meaning as set out in the UK GDPR;

Processor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;
Protective Measures	means 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 including those outlined in Schedule 9 (Security Management);
Special Category Data	means Personal Data that reveals such categories of data as are listed in Article 9(1) of the UK GDPR;
Sub-Processor(s)	means any third Party appointed and authorised by the Supplier and/or the Authority as appropriate to process Personal Data related to this Agreement on behalf of the Processor.

G1. STATUS OF THE CONTROLLER

G1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Agreement dictates the status of each party under the DPA 2018. A Party may act as:

G1.1.1 “Controller” in respect of the other Party who is “Processor”;

G1.1.2 “Processor” in respect of the other Party who is “Controller”;

G1.1.3 “Joint Controller” with the other Party;

G1.1.4 “Independent Controller” of the Personal Data where the other Party is also “Controller”, in respect of certain Personal Data under this Agreement and shall specify in Annex 1 of this Schedule 8 (Information Governance Agreement) which applies in each situation. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.

G2. DATA CONTROLLER AND DATA PROCESSOR

- G2.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the Controller and the Processor are as detailed in Annex 1 of Schedule 8. The only processing that the Processor is authorised to do is listed in Annex 1 of Schedule 8 by the Controller and may not be determined by the Processor.
4. G2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
5. G2.3 The Processor shall, at its own cost and expense, 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:
- G2.3.1 a systematic description of the envisaged processing and the purpose of the processing;
 - G2.3.2 an assessment of the necessity and proportionality of the processing in relation to the Services;
 - G2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - G2.3.4 the measures envisaged to address the risks identified, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- G2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- G2.4.1 Process that Personal Data only in accordance with this Agreement and the Information Governance Agreement unless the Processor is required to do otherwise by any Applicable Law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data (unless otherwise prohibited by any Applicable Law);
 - G2.4.2 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:
 - G2.4.2.1 nature of the data to be protected;
 - G2.4.2.2 harm that might result from a Data Loss Event;
 - G2.4.2.3 state of technological development; and
 - G2.4.2.4 cost of implementing any measures;

G2.4.3 ensure that:

G2.4.3.1 any Processor Personnel do not process Personal Data except for the Permitted Purpose and in accordance with this Agreement (and in particular with the details set out in the Information Governance Agreement);

G2.4.3.2 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:

G2.4.3.2.1 are aware of and comply with the Processor's duties under this Agreement and the Data Protection Legislation;

G2.4.3.2.2 are subject to appropriate confidentiality undertakings with the Processor or any Sub-Processor;

G2.4.3.2.3 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;

G2.4.3.2.4 have undergone adequate training in the use, care, protection and handling of Personal Data;

G2.4.3.3 neither the Processor nor any of the Processor Personnel shall do anything nor omit to do anything under this Agreement which will cause the Controller to be in breach of its obligations under the Data Protection Legislation.

6. G2.4.4 not transfer any Personal Data outside of the UK, unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

G2.4.4.1 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; or

G2.4.4.2 the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller;

G2.4.4.3 the Data Subject has enforceable rights and effective legal remedies;

- G2.4.4.4 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
 - G2.4.4.5 the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - G2.4.5 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 any Applicable Law to retain the Personal Data.
- G2.5 Subject to paragraph G2.6 of this Schedule 8, the Processor shall notify the Controller immediately, in writing, if in relation to it processing Personal Data under or in connection with the Agreement it:
 - G2.5.1 receives a Data Subject Access Request, or a purported Data Subject Access Request;
 - G2.5.2 receives a request to rectify, block or erase any Personal Data;
 - G2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation in so far as they relate to this Agreement;
 - G2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - G2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by any Applicable Law; and/or
 - G2.5.6 becomes aware of a Data Loss Event.
- G2.6 The Processor's obligation to notify under paragraph G2.5 shall include the provision of further information to the Controller, as details become available.
- G2.7 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 paragraph G2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing (at the Processor's sole cost):
 - G2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - G2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - G2.7.3 the Controller, at its request, with any Personal Data the Processor holds in relation to a Data Subject;

- G2.7.4 assistance as requested by the Controller following any Data Loss Event;
 - G2.7.5 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; and/or
7. G2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 8. This requirement does not apply where the Processor employs fewer than 250 Personnel, unless:
- G2.8.1 the Controller determines that the processing is not occasional;
 - G2.8.2 the Controller determines the processing includes Special Category Data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and/or
 - G2.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- G2.9 The Processor shall allow for audits of its data processing activity by the Controller or (where the Authority is the Controller) or the Controller's designated auditor.
- G2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- G2.11 Before allowing any Sub-Processor to Process any Personal Data relating to this Agreement, the Processor must:
- G2.11.1 notify the Controller in writing of the intended Sub-Processor (contact company and financial information) and the nature and extent of the processing;
 - G2.11.2 obtain the prior written consent of the Controller before the Personal Data is passed over or before the processing begins;
 - G2.11.3 enter into a written agreement with the Sub-Processor which gives effect to the terms set out in this Agreement such that they apply to the Sub-Processor and reserve in that agreement the Controller's Third-Party Rights and ensure the Sub-Processor's right to process Personal Data terminates automatically on expiry or termination of this Agreement for whatever reason (other than for handover of the Services to a Replacement Supplier); and
 - G2.11.4 provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.
- G2.12 Where applicable, the Controller hereby consents to the transfer of Personal Data to the Sub-Processor(s) detailed in the Information Governance Agreement. Where Sub-Processors are not applicable the Data Processor must abide by paragraph G2.11 before any Personal Data is transferred to any Sub-Processor. The Processor shall complete all due diligence to ensure any Sub-Processors have adequate organisational, technical and Protective Measures in place.

- G2.13 The Processor shall remain fully liable for all acts or omissions of any Sub-Processor, their personnel, agents, representatives, directors, officers and/or consultants as if such acts or omissions were committed directly by the Processor, whether or not that Sub-Processor remains the Processor's Sub-Processor and/or whether or not those personnel, agents, representatives, directors, officers and/or consultants of the Sub-Processor remain as the Sub-Processor's personnel, agents, representatives, directors, officers and/or consultants.
- G2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office (or any statutory successor organisation) from time to time. The Authority may on not less than twenty (20) Working Days' notice to the Supplier amend this Schedule 8 to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- G2.15 The Processor shall, and shall procure that any applicable Sub-Processor shall, permit the Controller and/or its authorised representatives at any time on seven (7) days' written notice (or such shorter period of notice as the Controller reasonably requires in the case of an emergency, including (but not limited to) in the event of any actual or suspected breach of the Processor's obligations) to have escorted access to any appropriate part of the Processor's (and/or any applicable Sub-Processor's) premises, systems, equipment and other relevant materials relating to how the Processor and/or any applicable Sub-Processor processes the Personal Data, to enable the Controller to inspect the same for the purposes of monitoring the compliance with the provisions of this Agreement.
- G2.16 If at any time during the term of this Agreement there is an actual, threatened, suspected or potential Personal Data Breach, under the Data Protection Legislation, or any Personal Data is, or is suspected to be, lost, destroyed, deleted in error, becomes damaged, corrupted, unusable, used by or disclosed to a third party (except in accordance with this Agreement), the Processor shall:
- G2.16.1 at its own cost immediately notify the Controller using the email address specified in the Information Governance Agreement but in any event within no less than twenty-four (24) hours after becoming aware (or after the Processor ought reasonably and properly to have become aware) and such notice shall include full and complete details relating to the Personal Data Breach, in particular:
 - G2.16.1.1 the nature and facts of the Personal Data Breach including the categories and number of Personal Data records and, if applicable, Data Subjects concerned;
 - G2.16.1.2 the contact details of the Data Protection Officer or other representative duly appointed by the Processor from whom the Controller can obtain further information relating to the Personal Data Breach or potential Personal Data Breach;
 - G2.16.1.3 the likely consequences or potential consequences of the Personal Data

Breach or potential Personal Data Breach; and

- G2.16.1.4 the measures taken or proposed to be taken by the Processor and/or any Processor Personnel to address the Personal Data Breach or potential Personal Data Breach and to mitigate any possible adverse effects and the implementation dates for such measures;
- G2.16.2 immediately notify the Controller of any changes required to the details set out in the Information Governance Agreement;
- G2.16.3 promptly comply with all reasonable written instructions provided by the Controller in order to remedy or mitigate any adverse consequences;
- G2.16.4 take all necessary actions and deploy all necessary resources to contain the Personal Data Breach or potential Personal Data Breach and recover and/or restore the Personal Data (where possible); and
- G2.16.5 co-operate with the Controller and promptly provide any information and assistance reasonably requested to enable the Controller to comply with all obligations that arise as a result including, without limitation:
 - G2.16.5.1 the Controller's decision to undertake a Data Protection Impact Assessment where the Controller considers (in its sole and absolute discretion) that the type of processing is likely to result in a high risk to the rights and freedoms of Data Subjects); and/or
 - G2.16.5.2 any approval of the Information Commissioner or other data protection supervisory authority to any processing of Personal Data or any request, notice or investigation by such supervisory authority.

G2.17 Unless otherwise agreed by an Authorised Officer in writing, upon any termination or expiry of this Agreement (or at any other time on following any written request by the Controller), the Processor must promptly:

- G2.17.1 cease Processing any of the Personal Data and at the direction of the Controller, provide the Controller with a complete and uncorrupted version of the same in electronic form and in the formats and on the media agreed with the Processor;
- G2.17.2 at the sole direction of the Controller, either securely and confidentially destroy or return all copies of the Personal Data in accordance with the written instructions of the Controller to do so, and certify to the Controller in writing that the Personal Data has been securely and confidentially destroyed or returned, except where the Processor is required to retain any of the Personal Data under any Applicable Law or pursuant to terms of the Security Policies;

- G2.17.3 at the sole discretion of the Controller transfer Personal Data or procure any Sub-Processor to transfer to the Controller and/or the Controller's nominated third party.
- G2.18 In addition to any other remedy available to the Controller, the Processor shall indemnify, defend and hold harmless the Controller and its officers and employees in full and on demand from and against any and all direct or indirect liabilities, claims, demands, damages, losses or expenses (including reasonable legal and other professional adviser's fees and disbursements), compensation, interest and penalties, orders, damages, demands, fines (including any regulatory fines) incurred by them howsoever arising whether wholly or in part resulting directly or indirectly from a breach of this Agreement by the Processor or by any of the Processor's Personnel, whether or not those Processor Personnel responsible remain the Processor's Personnel.

G3. JOINT CONTROLLERS – Not Used

G4. INDEPENDENT CONTROLLERS - Not Used

ANNEX 1 TO SCHEDULE 8

INFORMATION SHARING AGREEMENT FOR CONNECT TO WORK

1. Introduction

1.1 Basis for sharing

Connect to Work (CtW) is an employment initiative launched by the Department for Work and Pensions (DWP) in England and Wales. Its aim is to help individuals, particularly those with disabilities and long-term health conditions, to find and maintain employment. This program is part of the Get Britain Working Strategy and focuses on providing support to those facing complex barriers to employment. Staffordshire County Council (SCC) is the Accountable Body for delivery of the Connect to Work Programme across Staffordshire and Stoke-on-Trent.

SCC commissioned Providers will act as the Delivery Partners for Connect to Work across Staffordshire & Stoke on Trent. Providers will be required to manage the relevant data and information concerning participants and their journey through the Connect to Work Programme. Information shared between SCC and the Providers will then be shared with the DWP as part of their Management Information reporting requirements, and DWP may itself and/or through a Third Party appointed by DWP, undertake research and evaluation exercises involving participant data

SCC as the Accountable Body is required to share certain management information with the DWP as a requirement of the Connect to Work grant, with the aim of:

- tracking information to ensure the objectives of Connect to Work are met through delivery;
- as a source of evidence for the monitoring and evaluation of the programme; and
- to enable wider evaluation activities such as impact analysis and sampling for research

The lawful basis for processing is:

UK GDPR Article 6 (1) (e) processing is necessary for the performance of a task carried out in the public interest

UK GDPR Article 9 (2) (g) processing is necessary for reasons of substantial public interest

Data Protection Act 2018 Schedule 1 Part 2 Paragraph 6 statutory and government purposes.

1.2 Purpose for the sharing

All data shared will be for the purposes of the CtW project. The sharing of data between SCC (the Data Controller) and the Providers (the Data Processors) is necessary for both parties for the following reasons:

- Enables SCC and the Providers to share the required participant data as part of their enrollment onto the CtW Programme
- Enables SCC to monitor the performance and quality of delivery of the CtW service as part of the Contractual arrangements
- Enables Evaluation of the CtW service by SCC and DWP

1.3 Length of agreement

This agreement will remain for the length of the framework agreement period (5 years, 25/26-29/30).

1.4 Key Contacts

The following individuals/roles will have access to data and information as follows:

- Amanda Darlington, Head of Adult Learning Skills (Information Asset Owner) amanda.darlington@staffordshire.gov.uk
- David Poole, Head of Employer Skills Partnerships: The Programme Manager (CRM & PRaP Licence holder) david.poole1@staffordshire.gov.uk
- Vicky Rowley, Skills Strategy Programme Manager: The Project Manager (CRM & PRaP Licence holder) vicky.rowley@staffordshire.gov.uk
- Giuliano Montinaro, Learning & Skills Officer (CRM & PRaP Licence holder) giuliano.montinaro@staffordshire.gov.uk
- Emily Woodberry, Quality Assurance Manager (CRM & PRaP Licence holder) emily.woodberry@staffordshire.gov.uk
- Lucy Woodward, Project Support Officer (CRM & PRaP Licence holder) lucy.woodward@staffordshire.gov.uk
- Leo Wilson-Weaver, Data Lead (CRM & PRaP Licence holder) leo.wilson-weaver@staffordshire.gov.uk
- Provider Management Officer – yet to be recruited (CRM & PRaP Licence holder)
- Admin Officers x 2 – yet to be recruited (CRM & PRaP Licence holders)

2. Information Sharing

2.1 Type of information that may be shared

Basic personal data:

- Name (forename, middle name and surname)
- Address (inc postcode)
- Date of Birth
- Gender
- Personal email address
- Personal phone numbers
- Financial details
- First language
- Any accessibility needs
- Right to work and live in the UK / recourse to public funds
- Immigration status
- Unique identifiers:
 - o National Insurance Number
 - o CRM unique number

Sensitive personal data:

- Physical/Mental Health (inc. conditions (diagnosed or otherwise) and treatment / clinical interventions disclosed by the participant)
- Ethnic origin
- Criminal record (inc. ongoing proceedings and whether they are subject to MAPPA restrictions)
- Employment status
- Disability (if applicable)

- Neurodiversity (inc. conditions (diagnosed or otherwise) and treatment / clinical interventions disclosed by the participant)
- Housing situation
- Highest academic attainment
- Length of unemployment
- Participant parent or guardian for children
- Which benefits being claimed at the start of the programme
- Job title, sector, employment type, average weekly hours, earnings cycle, hourly rate (if in employment at the start of support)

Relationship data:

- Marital Status
- Next of kin
- GP

2.2 How the information will be shared

Data associated with the Connect to Work programme will be managed and shared between SCC and the Providers via a Client Relationship Management (CRM) system. Information from that system will then be shared with the DWP via a system called the Provider Referrals and Payments (PRaP) system. (The details of how the information will be transferred to PRaP are yet to be established).

SCC will procure a digital Customer Relationship Management system (CRM) to record, manage and report on participant information as part of the Connect to Work Programme. The CRM system will be a complete front and back-end solution developed to meet the technical requirements of the Connect to Work Programme and existing SCC digital infrastructure. However, if the CRM is not available for SCC or the Providers to use during the service mobilisation phase, a digital solution will be developed, on an interim basis. Further details will be discussed with Providers during the project mobilisation phase.

See section 5 (Management Information & Reporting Requirements) of the Connect to Work Service Specification for more details.

Under no circumstances should personal data be processed in any way that is unsecure or left unattended. It is the responsibility of the sender to ensure that the method is secure and that they have the correct contact details for the receiver.

2.3 Recipients and other organisations that the information may be shared with

- Department of Work and Pensions (DWP)
- CRM Provider (TBC)
- Participants (having access to their own data)
- Participant's circle of support, (including friends, family and professionals the participant consents to data being shared with)
- Employers (including prospective employers)

2.4 Data Quality

To be managed via the CRM contract.

2.5 Retention and destruction

The contract term for Connect to Work is 5 years (25/26 – 29/30) with participant data expected to be collected throughout. Based on the SCC corporate retention schedule, data is to be retained for no less than 6 years and details regarding destruction of data are available within the Framework Agreement.

2.6 Data subject rights

The Provider shall notify the Council immediately when in receipt of any access to information requests, Freedom of Information requests, queries or complaints received in connection with the processing arrangements under this agreement and will assist the Council where necessary in responding to such.

2.7 Data Security

Data security will be managed via the CRM contract.

3. Review and Audit

3.1 The Data Processors shall provide the Data Controller with all information requested to enable the Controller to verify the Processor (and each Sub-Processor's if applicable) compliance with this Agreement.

3.2 Without prejudice to clause 3.1, the Data Controller shall be entitled to inspect, test and audit or appoint representatives to inspect, test and audit, all facilities, premises, equipment, systems, documents and electronic data relating to the processing of personal data by or on behalf of the Providers shall cooperate and assist with each inspection, test and audit.

3.3 In the event any non-compliance is identified with this Agreement as a result of the exercise of its rights under clauses 3.1 and 3.2, the Provider shall remedy the non-compliance and shall take such steps as the Council reasonably requests for this purpose.

4. General Obligations

All parties should have already signed up to the overarching Tier 1 One Staffordshire Information Sharing Protocol which specifies a set of general obligations that all must meet.

4.1 Obligations to an individual party

The Provider shall notify the Council immediately and in any case within 24 hours of any data breach/security incident involving the data being processed under this agreement. The Provider shall be responsible for any necessary investigations and where necessary shall report any such incidents to the ICO within 72 hours.

All parties to this agreement shall have an adequate Privacy Notice and it shall be readily available.

6. Review of Agreement

This agreement will remain in force irrespective of whether the agreement has been officially reviewed until a notice of termination is served.

Schedule 9 SECURITY MANAGEMENT

The technical security requirements set out below provide an indication of the types of security measures that might be considered, to protect Personal Data. More, or less, measures may be appropriate depending on the subject matter of the Framework Agreement, but the overall approach must be proportionate. The technical requirements must also be compliant with legislative and regulatory obligations for content and data, such as UK GDPR.

The technical security requirements set out here are intended to supplement, not replace, any security schedules that will detail the security obligations and requirements that the Supplier will be held to account to deliver under this Framework Agreement. The Supplier is also required to ensure sufficient 'flow-down' of legislative and regulatory obligations to any third-party Subcontractors.

External Certifications e.g. hold at least Cyber Essentials Plus certification and ISO 27001:2013 certification if proportionate to the Services.

Risk Assessment e.g. perform a technical information risk assessment on the Services and be able to demonstrate what controls are in place to address those risks.

Security Classification of Information e.g. If the provision of the Services requires the Supplier to process any Authority Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or any Personal Data, the Supplier shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

End User Devices e.g.

- The Supplier shall ensure that any Authority Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority except where the Authority has given its prior written consent to an alternative arrangement.
- The Supplier shall ensure that any device which is used to process Authority Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

Testing e.g. The Supplier shall at their own cost and expense, procure a CHECK or CREST Certified Supplier to perform an ITHC or Penetration Test prior to any live Authority Data being transferred into their systems. The ITHC scope must be agreed with the Authority to ensure it covers all the relevant parts of the system that processes, stores or hosts Authority Data.

Networking e.g. The Supplier shall ensure that any Authority Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

Personnel Security e.g. All Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the

individual's criminal record. The Supplier may be required to implement additional security vetting for some roles.

Identity, Authentication and Access Control e.g. The Supplier must operate an appropriate access control regime to ensure that users and administrators of the Service are uniquely identified. The Supplier must retain records of access to the physical sites and to the Service.

Data Destruction/Deletion e.g. The Supplier must be able to demonstrate they can supply a copy of all data on request or at termination of the Service, and must be able to securely erase or destroy all data and media that the Authority Data has been stored and processed on.

Audit and Protective Monitoring e.g. The Supplier shall collect audit records which relate to security events in delivery of the Service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data. The retention periods for audit records and event logs must be agreed with the Authority and documented.

Location of Authority/Buyer Data e.g. The Supplier shall not, and shall procure that none of its Subcontractors, process Authority Data outside the European Economic Area (**EEA**) without the prior written consent of the Authority and the Supplier shall not change where it or any of its Subcontractors process Authority Data without the Authority's prior written consent which may be subject to conditions.

Vulnerabilities and Corrective Action e.g. The Supplier shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5 (where applicable). The Supplier must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support.

Secure Architecture e.g. The Supplier should design the Service in accordance with:

- NCSC "Security Design Principles for Digital Services"
- NCSC "Bulk Data Principles"
- NSCS "Cloud Security Principles"