

Dated

20[]

(1) SafeLives Limited

and

(2) [Partner Name]

***DRAFT* Services Agreement**

**For delivery of the Drive Partnership Perpetrator Service
Pilot in South Wales**

SafeLives
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Lewins Mead
Bristol BS1 2NT
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This Services Agreement is made on the _____ day of _____ 20[]

Parties

- (1) **SafeLives Limited**, a charitable company with charity registration number 1106864 and company registration number 05203237 whose registered address is 3rd Floor, Maxet House, 28 Baldwin Street, Bristol BS1 1NG (the “**Lead Organisation**”); and
 - (2) [**full company name**] incorporated and registered in England and Wales with company number [**number**] whose registered office is at [**registered office address**] (the “**Delivery Partner**”),
- (each a “**Party**” and together the “**Parties**”)

Background

- (A) The Lead Organisation and the Delivery Partner have agreed to enter into this Services Agreement for the provision of Services by the Delivery Partner for the delivery of the Drive Project, following an open tendering exercise following which the Delivery Partner was identified as the chosen partner for delivery in the [] area.
- (B) The Drive Project Partners intend to enter into a partnering agreement relating to grant funding received from a range of sources to deliver the Services (the “**Partnering Agreement**”).
- (C) This Services Agreement is part of a pilot scheme under which the Lead Organisation and the Delivery Partner will work collaboratively to develop the most appropriate method of delivering the Drive Project after the Contract Period in more geographical locations. It is in this spirit of collaboration that the Delivery Partner and the Lead Organisation have entered into this Service Agreement with a view to the Delivery Partner achieving the following throughout the Contract Period:
 - meeting an objective of partnership between the parties;
 - maintaining quality control;
 - maintaining fidelity to the model; and
 - maintaining agility to adapt the model as required and instructed.
- (D) This Services Agreement sets out the terms upon which the Delivery Partner will deliver the Project.

General Provisions

1. Definitions

1.1 In this Services Agreement, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

Approval	means the prior written approval of the Lead Organisation;
Auditor	means any auditor appointed by the Lead Organisation, the Drive Project Partners or the Funding Partners or any statutory or regulatory auditor as the context may require;
Commencement Date	means [<i>insert date</i>];
Contract Period	means the period from the Commencement Date to: (a) the Initial Expiry Date; or (b) following an extension pursuant to clause 4, the date of expiry of the extended period; or (c) such earlier date of termination or partial termination of this Services Agreement in accordance with the Law or the provisions of this Services Agreement;
Contract Price	means the price (exclusive of any applicable VAT), payable to the Delivery Partner by the Lead Organisation under this Services Agreement, as set out in Schedule 4 (<i>Payment and Invoicing</i>), for the full and proper performance by the Delivery Partner of its obligations under this Services Agreement;
Contract Year	means a period of twelve (12) months commencing on the Commencement Date or any anniversary of the Commencement Date;
Data Collection Requirements	means those obligations of the Delivery Partner relating to the collection, management and sharing of data under this Services Agreement as set out in Schedule 1, Part 2 (<i>The Service Specification</i>).
Data Protection Legislation	means the Data Protection Act 1998 (the “ DPA ”), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data

Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

Default	means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of this Services Agreement and in respect of which such Party is liable to the other;
Deliverables	means those deliverables listed in Part 3 (<i>The Deliverables</i>) to Schedule 1 (<i>Services and Deliverables</i>);
Delivery Partner	means the Party named as the Delivery Partner at the outset of this Agreement being the organisation that will deliver the Services;
Dispute Procedure	Resolution means the dispute resolution procedure set out in clause 39 (<i>Dispute Resolution</i>);
Drive Project	means the perpetrator services project being managed by the Lead Organisation on behalf of itself and the other Drive Project Partners, as part of which this Services Agreement forms one of three pilots;
Drive Project Advisory Group	means the advisory group set up by the Drive Project Partners to assist the Drive Project Steering Group and which at the Commencement Date includes the following people and organisations:
Drive Project Director	means [insert name] or any other individual notified to the Delivery Partner by the Lead Organisation from time to time;
Drive Project Partners	means the Lead Organisation together with: (a) Respect Project, a registered charitable company with charity registration number 1141636 and company registration number

7582438 and whose registered office is at Fourth Floor, Development House, 56-64 Leonard Street, London, EC2A 4LT; and

- (b) Social Finance Limited, a registered company with company registration number 06402143 whose registered office is at 131-151 Great Titchfield Street, London W1W 5BB;

Drive Project Steering Group means the steering group set up by the Drive Project Partners;

Force Majeure means any event or occurrence that is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including: fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (a) any industrial action occurring within the Delivery Partner's or any Subcontractor's organisation; or
- (b) the failure by any Subcontractor to perform its obligations under any Subcontract;

Funding Partners means the partners that are providing grant funding for the Drive Project

Funding Partners' Requirements means requirements of the Funding Partners in relation to the delivery of the Services and notified by the Lead Organisation to the Delivery Partner from time to time (if any);

Good Industry Practice means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;

Initial Expiry Date means [*insert date*];

Intellectual Property Rights means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and

domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the look and feel of any websites, and “**Intellectual Property**” shall refer to such materials;

Key Personnel

means any individual identified in the Deliverables as being key personnel;

Law

means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Delivery Partner is bound to comply;

Management Information

means the management information specified in Schedule 2 (*Contract Management*);

Parent Company

means any company which is the ultimate Holding Company of the Delivery Partner or any other company of which the ultimate Holding Company of the Delivery Partner is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Delivery Partner or which is engaged by the same or similar business to the Delivery Partner. The term “**Holding Company**” shall have the meaning ascribed in section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto;

Parties’ Representatives

means the persons respectively designated as such by the Lead Organisation and the Delivery Partner in Schedule 3 (*Parties’ Representatives*);

Partnering Agreement

means the partnering agreement for the provision of the Drive grant funding programme between the Lead Organisation and various partners dated [**date**];]

Prohibited Act

the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Lead Organisation a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Lead Organisation; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Lead Organisation;

Quarter

means a three-month period ending on any of:

- (a) 31 March
- (b) 30 June
- (c) 30 September
- (d) 31 December

in any Contract Year;

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 Services Agreement or any other affairs of the Lead Organisation and “**Regulatory Body**” shall be construed accordingly;

Services	means the perpetrator support services to be provided as specified in Schedule 1 (<i>Services and Deliverables</i>);
Staff	means all persons employed by the Delivery Partner to perform its obligations under this Services Agreement together with the Delivery Partner’s agents, suppliers and Subcontractors used in the performance of its obligations under this Services Agreement;
Staff Vetting Procedures	means the Lead Organisation’s procedures and departmental policies for the vetting of personnel for: <ul style="list-style-type: none">(a) eligibility to work in the UK;(b) the carrying out of regulated activity within the meaning of the Safeguarding Vulnerable Groups Act 2006;
Subcontract	means any contract between the Delivery Partner and a third party under which the Delivery Partner agrees to source the provision of any of the Services from that third party;
Subcontractor	means the contractors or service providers that enter into a Subcontract with the Delivery Partner;
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
Working Day	means any day other than a Saturday or Sunday or public holiday in England and Wales.

2. Interpretation

2.1 The interpretation and construction of this Services Agreement shall be subject to the following provisions:

- (a) the “**Delivery Partner**”, the “**Lead Organisation**”, and any “**Party**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (b) words importing the singular also include the plural and vice versa;

- (c) words importing the masculine include the feminine and the neuter and vice versa;
- (d) the words “**include**”, “**includes**” and “**including**” are to be construed as if they were immediately followed by the words “**without limitation**”;
- (e) where this Services Agreement states that an obligation shall be performed “**no later than**” or “**within**” or “**by**” a prescribed number of Working Days, or a stipulated date or event which is a prescribed number of Working Days after a stipulated date or event, the latest time for performance shall be noon on the last Working Day for performance of the obligations concerned;
- (f) a document in “**agreed form**” is a document which is previously agreed in writing by or on behalf of the Lead Organisation or is in the form specified by the Lead Organisation;
- (g) “**assets**” includes present and future properties, revenues and rights of every description;
- (h) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (i) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (j) a provision of law is a reference to that provision as amended or re-enacted;
- (k) headings are included in this Services Agreement for ease of reference only and shall not affect the interpretation or construction of this Services Agreement;
- (l) the Schedules to this Services Agreement form part of this Services Agreement and any reference to this Services Agreement includes reference to the Schedules;
- (m) any reference in this Services Agreement to “**appendix**”, “**clause**” and/or “**schedule**” shall, unless the context requires otherwise, be to a clause, appendix and/or schedule to this Services Agreement and “**appendices**”, “**clauses**” and “**schedules**” shall be construed accordingly;
- (n) unless the context requires otherwise any capitalised term which is defined in, or in any document in, any clause, appendix or schedule, shall have the meaning ascribed to it in such appendix, clause or schedule when used in this Services Agreement and the contrary shall apply with respect to capitalised terms which are defined in this Services Agreement.

3. Initial Contract Period

This Services Agreement shall take effect on the Commencement Date and shall expire automatically on the Initial Expiry Date, unless it is otherwise terminated or extended in accordance with the provisions of this Services Agreement.

4. Extension of Initial Contract Period

The Lead Organisation may, by giving written notice to the Delivery Partner not less than **[one]** month(s) before the Initial Expiry Date, extend this Services Agreement for any further period or periods specified in the Deliverables. The provisions of this Services Agreement will apply throughout any such extended period.

5. Delivery Partner's Status

At all times during the Contract Period the Delivery Partner shall be an independent service provider and nothing in this Services Agreement shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party except as expressly permitted by the terms of this Services Agreement.

6. Lead Organisation's Obligations

Except as otherwise expressly provided, the obligations of the Lead Organisation under this Services Agreement are obligations of the Lead Organisation in its capacity as a contracting counterparty and nothing in this Services Agreement shall operate as an obligation on, or in any other way fetter or constrain, the Lead Organisation in any other capacity, nor shall the exercise by the Lead Organisation of its duties and powers in any other capacity lead to any liability under this Services Agreement (howsoever arising) on the part of the Lead Organisation to the Delivery Partner.

7. Mistakes in Information

The Delivery Partner shall be responsible for the accuracy of all drawings, documents and information supplied to the Lead Organisation in connection with the provision of the Services and shall pay the Lead Organisation any extra costs occasioned by any discrepancies, errors or omissions therein.

Provision of Services

8. Services

8.1 The Delivery Partner shall provide the Services during the Contract Period in accordance with the requirements set out in this Services Agreement in consideration for the payment of the Contract Price. The Lead Organisation may

inspect and examine the manner in which the Delivery Partner provides the Services during normal business hours.

- 8.2 The Delivery Partner shall at all times perform its obligations involved in providing this Services Agreement in accordance with the Law and Good Industry Practice and the Funding Partners' Requirements.
- 8.3 The Delivery Partner shall ensure that all Staff involved in providing the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper provision of the Services.

Staffing

9. Key Personnel

- 9.1 The Delivery Partner shall appoint the Key Personnel who shall have suitable qualifications and experience dependent on the role, being at least those set out in Schedule 1 Part 2 (*the Service Specification*) and shall be fully competent to carry out the tasks assigned to the Key Personnel.
- 9.2 The Delivery Partner shall, and shall procure that any Subcontractor shall, obtain the Approval of the Lead Organisation before appointing any Key Personnel following contract award. The Partner must invite the Lead Organisation to nominate representatives to participate in the selection panel for appointment Key Personnel
- 9.3 The Delivery Partner shall, and shall procure that any Subcontractor shall, obtain the Approval of the Lead Organisation before removing or replacing any Key Personnel during the Contract Period, and, where possible, at least 2 months' written notice must be provided by the Delivery Partner of its intention to replace Key Personnel and the Delivery Partner must invite the Lead Organisation to nominate representatives to participate in the selection panel for replacement Key Personnel.
- 9.4 The Lead Organisation shall not unreasonably delay or withhold its consent to the appointment of a replacement for any relevant Key Personnel by the Delivery Partner or any Subcontractor, but the Lead Organisation may interview the candidates for Key Personnel positions before they are appointed.
- 9.5 The Delivery Partner acknowledges that the Key Personnel are essential to the proper provision of the Services to the Lead Organisation. If any Key Personnel role is vacant, time is of the essence for the Delivery Partner to commence the recruitment process for a replacement. The Delivery Partner shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working

Days and that any replacement shall have suitable qualifications and experience being at least those set out in Schedule 1 Part 2 (*the Service Specification*) and be fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced. Where it is not possible to replace Key Personnel within ten (10) Working Days, the Delivery Partner must serve notice of such with reasons on the Lead Organisation within ten (10) Working Days of the position becoming vacant and the Lead Organisation may at its absolute discretion agree a longer period within which replacement must be achieved.

9.6 Individual Key Personnel shall work directly with Drive Project Director and shall deliver the Services in line with the Drive Project Director's instructions on a day-to-day basis and those following on from any meeting/review/appraisal held in accordance with Schedule 2 (Contract Management). Given the collaborative nature of this Services Agreement, the Lead Organisation reserves the right to require any or all of the Key Personnel to attend regular reviews of process and approach, to be chaired by the Lead Organisation, at a frequency and with a notice period, to be agreed between the Lead Organisation and the Delivery Partner.

10. Delivery Partner's Staff and Safeguarding

10.1 The Delivery Partner warrants that it has complied with the Staff Vetting Procedures in respect of all Staff employed or engaged by the Delivery Partner at the Service Commencement Date and that it shall not employ or engage any person in the provision of the Services who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out the Services.

10.2 The Delivery Partner shall:

- (a) have and shall maintain in place throughout the term of this Service Agreement its own safeguarding policy as approved by the Lead Organisation and as amended in accordance with the requirements of the Lead Organisation or any relevant industry body from time to time, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
- (b) immediately notify the Lead Organisation (in writing) of any breach of the safeguarding policy including details of how the Delivery Partner will remedy that breach.

10.3 Breach of clause 10.2 shall be deemed a material breach under clause 34 (*Termination on Default*).

Payment and Contract Price

11. Contract Price

- 11.1 In consideration of the Delivery Partner's performance of its obligations under this Services Agreement, the Lead Organisation shall pay the Contract Price in accordance with clause 12 below (*Payment [and VAT]*).
- 11.2 The Lead Organisation shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Delivery Partner a sum equal to the VAT chargeable on the value of the Services provided in accordance with this Services Agreement, as applicable against the VAT status of the Delivery Partner.

12. Payment [and VAT]

- 12.1 The Lead Organisation shall pay all sums due to the Delivery Partner in accordance with the payment profile set out at Schedule 4 (*Payment and Invoicing*).
- 12.2 The Delivery Partner shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documents reasonably required by the Lead Organisation to substantiate the invoice.
- 12.3 Where the Delivery Partner enters into a Subcontract for the purpose of performing its obligations under this Services Agreement, it shall ensure that a provision is included in such a Subcontract which requires payment to be made of all sums due by the Delivery Partner to the Subcontractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.
- 12.4 The Delivery Partner shall add VAT to the Contract Price at the prevailing rate as applicable. Costs will be quoted to be inclusive of VAT
- 12.5 The Delivery Partner shall indemnify the Lead Organisation on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Lead Organisation at any time in respect of the Delivery Partner's failure to account for or to pay any VAT relating to payments made to the Delivery Partner under this Services Agreement. Any amounts due under this clause 12.5 shall be paid by the Delivery Partner to the Lead Organisation not less than five (5) Working Days before the date on which the tax or other liability is payable by the Lead Organisation.

- 12.6 The Delivery Partner shall not suspend the provision of the Services unless the Delivery Partner is entitled to terminate this Services Agreement under clause 36 (*Termination or Default*) for failure to pay undisputed sums of money.

13. Recovery of Sums Due

- 13.1 Wherever under this Services Agreement any sum of money is recoverable from or payable by the Delivery Partner (including any sum which the Delivery Partner is liable to pay to the Lead Organisation in respect of any breach of this Services Agreement), the Lead Organisation may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Delivery Partner under this Services Agreement [or under any other agreement or contract with the Lead Organisation].
- 13.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 13.3 The Delivery Partner shall make any payments due to the Lead Organisation without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Delivery Partner has a valid court order requiring an amount equal to such deduction to be paid by the Lead Organisation to the Delivery Partner.
- 13.4 All payments due shall be made within a reasonable time unless otherwise specified in this Services Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

Statutory Obligations and Regulations

14. Conflicts of Interest

- 14.1 The Delivery Partner shall take appropriate steps to ensure that neither the Delivery Partner nor any Staff are placed in a position where (in the reasonable opinion of the Lead Organisation), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Delivery Partner or Staff and the duties owed to the Lead Organisation under the provisions of this Services Agreement.
- 14.2 The Delivery Partner shall promptly notify the Lead Organisation (and provide full particulars to the Lead Organisation) if any conflict referred to in clause 14.1 above arises or is reasonably foreseeable.
- 14.3 The Lead Organisation reserves the right to terminate this Services Agreement immediately by giving notice in writing to the Delivery Partner and/or to take such

other steps it deems necessary where, in the reasonable opinion of the Lead Organisation, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Delivery Partner and the duties owed to the Lead Organisation under the provisions of this Services Agreement. The actions of the Lead Organisation under this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Lead Organisation.

15. Prevention of Bribery

15.1 The Delivery Partner shall:

- (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”);
- (b) have and shall maintain in place throughout the term of this Services Agreement its own ethics, anti-bribery and anti-corruption policies and procedures as approved by the Lead Organisation in advance of the Commencement Date and from time to time, including but not limited to adequate procedures under the Bribery Act 2010 and as amended in accordance with the requirements of the Lead Organisation (save that such amendments shall not be accepted if they would place the Delivery Partner in breach of the Relevant Requirements) or the relevant industry body from time to time, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- (c) promptly report to the Lead Organisation any request or demand for any undue financial or other advantage of any kind received by the Delivery Partner in connection with the performance of this Services Agreement;
- (d) immediately notify the Lead Organisation (in writing) if a foreign public official becomes an officer or employee of the Delivery Partner (and the Delivery Partner warrants that it has no foreign public officials as officers or employees at the date of this Services Agreement; and
- (e) within three (3) months of the date of this Services Agreement, and annually thereafter, certify to the Lead Organisation in writing signed by an officer of the Delivery Partner compliance with this clause 15 by the Delivery Partner and all persons associated with it under clause 15.2. The Delivery Partner shall provide such supporting evidence of compliance as the Lead Organisation may reasonably request.

15.2 The Delivery Partner shall ensure that any person associated with the Delivery Partner who is performing services in connection with this Services Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Delivery Partner in this clause 15 (“**Relevant Terms**”). The Delivery Partner shall be responsible for the observance and performance by such persons of the Relevant Terms, and

shall be directly liable to the Lead Organisation for any breach by such persons of any of the Relevant Terms.

15.3 Breach of this clause 15 shall be deemed a material breach under clause 34 (*Termination on Default*).

15.4 For the purpose of this clause 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 15 a person associated with the Delivery Partner includes but is not limited to any Subcontractor of the Delivery Partner.

16. Discrimination

16.1 The Delivery Partner shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

16.2 The Delivery Partner shall take all reasonable steps to secure the observance of clause 16.1 by all Staff employed in the delivery of this Services Agreement.

Information

17. Confidentiality

17.1 Subject to clause 17.2, the Parties shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.

17.2 Clause 17.1 shall not apply to any disclosure of information:

- (a) required by any applicable law;
- (b) that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this Services Agreement;
- (c) that is reasonably required by either Party in order to report to the parties to any [Partnering Agreement];
- (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 17.1;

- (e) by the Lead Organisation of any document to which it is a party and which the parties to this Services Agreement have agreed contains no Confidential Information;
- (f) to enable a determination to be made under clause 39 (*Dispute Resolution*);
- (g) which is already lawfully in the possession of the receiving party, before 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 Lead Organisation to any department, office or agency of the government, provided that the Lead Organisation informs the recipient of any duty of confidence owed in respect of the Confidential Information]; and
- (i) by the Lead Organisation relating to this Services Agreement and in respect of which the Delivery Partner has given its prior written consent to disclosure.

18. Data Protection and Data Collection

18.1 The Delivery Partner shall, and shall procure that any of its Staff involved in the provision of this Services Agreement shall, comply with any notification requirements under the Data Protection Legislation and both Parties shall duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Services Agreement.

18.2 Notwithstanding the general obligation in which the Delivery Partner is processing personal data as a data processor for the Lead Organisation, within the meaning of the DPA, the Delivery Partner shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA and:

- (a) provide the Lead Organisation with such information as the Lead Organisation may reasonably require to satisfy itself that the Delivery Partner is complying with its obligations under the DPA;
- (b) promptly notify the Lead Organisation of any breach of the security measures required to be put in place under clause 18.2; and
- (c) ensure it does not knowingly or negligently do or omit to do anything which places the Lead Organisation in breach of the Lead Organisation's obligations under the DPA.

18.3 The Delivery Partner shall meet the Data Collection Requirements as set out in Schedule 1, Part 2 (*the Service Specification*).

18.4 The provisions of this clause 18 shall apply during the Contract Period and indefinitely after the expiry or termination of this Services Agreement and breach of this clause 18 shall be deemed a material breach under clause 36 (*Termination on Default*).

19. Publicity

19.1 The Delivery Partner shall not make any press announcements or publicise this Services Agreement in any way without the Lead Organisation's Approval.

19.2 The Lead Organisation shall be entitled to publicise this Services Agreement in accordance with any legal obligation on the Lead Organisation, including any examination of this Services Agreement by the Auditor.

19.3 The Delivery Partner shall not do anything, or cause anything to be done, which may damage the reputation of the Lead Organisation, Drive Partners or Funders or bring the Lead Organisation, Drive Partners or Funders into disrepute.

20. Intellectual Property Rights

20.1 Any Intellectual Property created in the course of performing the Services or otherwise in the delivery of the Drive Project, including but not exclusively Intellectual Property created by the Delivery Partner and any Staff or Subcontractor of the Delivery Partner, belongs to the Lead Organisation.

20.2 The Lead Organisation hereby grants, or shall procure the direct grant, to the Lead Organisation of a royalty free, irrevocable and non-exclusive licence of the Intellectual Property, and shall allow the Delivery Partner to use the Intellectual Property for any purpose relating to the exercise of the business or function of the Delivery Partner provided in each case that such rights shall not extend to the commercial exploitation of the Intellectual Property. This licence applies for the life of the contract, and any extension periods as agreed.

20.3 The Delivery Partner shall indemnify the Lead Organisation against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Lead Organisation's acts or omissions.

21. Records and Audit Access

21.1 The Delivery Partner shall keep and maintain until six (6) years after the end of the Contract Period (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Services

Agreement including the Services provided under it, and the amounts paid by the Lead Organisation.

- 21.2 The Delivery Partner shall keep the records and accounts referred to in clause 21.1 above in accordance with good accountancy practice.
- 21.3 The Delivery Partner shall on request afford the Lead Organisation, the Lead Organisation's representatives and/or the Auditor such access to such records and accounts as may be required by the Lead Organisation from time to time.
- 21.4 The Delivery Partner shall provide such records and accounts (together with copies of the Delivery Partner's published accounts) during the Contract Period and for a period of [6 years after the expiry of the Contract Period to the Lead Organisation and the Auditor upon request.
- 21.5 The Lead Organisation shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Delivery Partner or delay the provision of the Services, except insofar as the Delivery Partner accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Lead Organisation.
- 21.6 Subject to the Lead Organisation's rights of confidentiality, the Delivery Partner 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 Lead Organisation within the scope of the audit;
 - (b) reasonable access to sites controlled by the Delivery Partner; and
 - (c) access to Staff.
- 21.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 21, unless the audit reveals a material Default by the Delivery Partner in which case the Delivery Partner shall reimburse the Lead Organisation for the Lead Organisation's reasonable costs incurred in relation to the audit.

Control of this Services Agreement

22. Provision of Information and Meetings

- 22.1 The Delivery Partner shall submit Management Information to the Lead Organisation throughout the Contract Period in accordance with Schedule 2 (*Contract Management*).
- 22.2 The Parties' Representatives and Key Personnel shall meet in accordance with the details set out in Schedule 2 (*Contract Management*) and the Delivery

Partner shall, at each meeting, present its previously circulated Management Information.

23. Remedies in the Event of Inadequate Performance

23.1 Where the Lead Organisation receives a complaint about the standard of Services or about the manner in which any Services have been provided or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Delivery Partner's obligations under this Services Agreement, then the Lead Organisation shall take reasonable steps to investigate the complaint. The Lead Organisation may, in its sole discretion, uphold the complaint, and may (acting reasonably):

- (a) subject to clause 23.3 withhold a sum; or
- (b) deduct a sum,

in each case equal to a maximum of [ten percent (10%)] of the Contract Price payable in respect of the month in which the complaint arose.

23.2 The Parties agree that a deduction made pursuant to clause 23.1(b) represents a genuine pre-estimate of the loss likely to be suffered by the Lead Organisation.

23.3 Where the Lead Organisation withholds a sum pursuant to clause 23.1(a) then that sum shall be paid to the Delivery Partner when, in the reasonable opinion of the Lead Organisation, the matters complained of have been rectified and there has been no repeat of those matters for 3 month(s).

23.4 If the Delivery Partner fails to supply any of the Services in accordance with the provisions of this Services Agreement and such failure is capable of remedy, then the Lead Organisation shall instruct the Delivery Partner to remedy the failure and the Delivery Partner shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within [ten (10)] Working Days of the Lead Organisation's instructions or such other period of time as the Lead Organisation may direct.

23.5 If the Delivery Partner:

- (a) fails to comply with clause 23.4 above and the failure is materially adverse to the interests of the Lead Organisation or prevents the Lead Organisation from discharging a statutory duty; or
- (b) persistently fails to comply with clause 23.4 above,

the Lead Organisation may terminate this Services Agreement with immediate effect by giving the Delivery Partner notice in writing.

24. Rights and Remedies

Except as expressly provided in this Services Agreement the rights and remedies provided under this Services Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25. Assignment and Subcontracting

25.1 The Delivery Partner shall not assign, novate, subcontract or in any other way dispose of this Services Agreement or any part of it without prior Approval. Subcontracting any part of this Services Agreement shall not relieve the Delivery Partner of any of its obligations or duties under this Services Agreement.

25.2 The Delivery Partner shall be responsible for the acts and omissions of its Subcontractors as though they are its own.

25.3 Where the Lead Organisation has consented to the placing of Subcontracts, copies of each Subcontract shall, at the request of the Lead Organisation, be sent by the Delivery Partner to the Lead Organisation as soon as reasonably practicable.

25.4 The Lead Organisation may assign, novate or otherwise dispose of its rights and obligations under this Services Agreement or any part thereof to any other party to the [Partnering Agreement] PROVIDED THAT any such assignment, novation or other disposal shall not increase the burden of the Delivery Partner's obligations under this Services Agreement.

26. Variation

26.1 Subject to the provisions of this clause 26, the Lead Organisation may request a variation to the Services. Such a change is hereinafter called a "**Variation**".

26.2 The Lead Organisation may request a Variation by completing and sending the Variation form attached at Schedule 5 (the "**Variation Form**") to the Delivery Partner, giving sufficient information for the Delivery Partner to assess the extent of the Variation and any additional cost that may be incurred. The Delivery Partner shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the Services.

26.3 If the Delivery Partner is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Contract Price, the Lead Organisation may:

- (a) agree that the Parties continue to perform their obligations under this Services Agreement without the Variation; or

- (b) terminate this Services Agreement with immediate effect, except where the Delivery Partner has already delivered part of the Services and/or where the Delivery Partner can show evidence of substantial work having been carried out to provide the Services, and in such cases the Parties shall attempt to agree on a resolution to the matter. In the absence of such agreement the matter shall be dealt with under the Dispute Resolution Procedure.

26.4 If the Parties agree the Variation and any variation in the Contract Price, the Delivery Partner shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Services Agreement.

27. Waiver

27.1 A waiver of any right or remedy under this Services Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

27.2 A failure or delay by a Party to exercise any right or remedy provided under this Services Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Services Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

28. The Contracts (Rights of Third Parties) Act 1999

28.1 A person who is not a party to this Services Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Services Agreement.

28.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Services Agreement are not subject to the consent of any other person.

29. Severance

29.1 If any provision or part-provision of this Services 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 Services Agreement.

29.2 If any provision or part-provision of this Services 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.

Liabilities

30. Liability, Indemnity and Insurance

30.1 Nothing in this Services Agreement shall be construed to limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any claim under clause 12.5;
- (d) any claim under clause 32; or
- (e) any claim under the indemnity in clause 20.3.

30.2 Subject to clause 30.3 and clause 30.4, the Delivery Partner shall indemnify and keep indemnified the Lead Organisation in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Services or the performance or non-performance by the Delivery Partner of its obligations under this Services Agreement or the presence of the Delivery Partner or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Delivery Partner, or any other loss which is caused directly or indirectly by any act or omission of the Delivery Partner. The Delivery Partner shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Lead Organisation or by breach by the Lead Organisation of its obligations under this Services Agreement.

30.3 Subject always to clause 30.1 and clause 30.4, the liability of either Party for Defaults shall be subject to the following financial limits:

- (a) the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with this Services Agreement shall in no event exceed [**£1,030,000 – being 125% of total contract value**]; and
- (b) the annual aggregate liability under this Services Agreement of either Party for all Defaults shall in no event exceed the greater of [**125%**] of the Contract Price payable by the Lead Organisation to the Delivery Partner in the Contract Year in which the liability arises.

[Final indemnity values to be agreed prior to contract signature]

30.4 Subject to clause 30.1, in no event shall either Party be liable to the other for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); or
- (f) any indirect or consequential loss or damage.

30.5 The Lead Organisation may, among other things, recover as a direct loss:

- (a) any additional operational and/or administrative expenses arising from the Delivery Partner's Default;
- (b) any wasted expenditure or charges rendered unnecessary and/or incurred by the Lead Organisation arising from the Delivery Partner's Default; and
- (c) the additional cost of any replacement services for the remainder of the Contract Period following termination of this Services Agreement as a result of a Default by the Delivery Partner.

30.6 Nothing in this Services Agreement shall impose any liability on the Lead Organisation in respect of any liability incurred by the Delivery Partner to any other person, but this shall not be taken to exclude or limit any liability of the Lead Organisation to the Delivery Partner that may arise by virtue of either a breach of this Services Agreement or by negligence on the part of the Lead Organisation, or the Lead Organisation's employees, servants or agents.

31. Insurances

31.1 The Delivery Partner shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover (the "**Required Insurances**"). The cover shall be in respect of all risks which may be incurred by the Delivery Partner, arising out of the Delivery Partner's performance of this Services Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Delivery Partner.

31.2 The Delivery Partner shall give the Lead Organisation, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

31.3 If, for whatever reason, the Delivery Partner fails to give effect to and maintain the Required Insurances, the Lead Organisation may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Delivery Partner.

31.4 The terms of any insurance or the amount of cover shall not relieve the Delivery Partner of any liabilities under this Services Agreement.

32. Taxation, National Insurance and Employment Liability

The Parties acknowledge and agree that this Services Agreement constitutes a contract for the provision of Services and not a contract of employment. The Delivery Partner shall at all times indemnify the Lead Organisation and keep the Lead Organisation indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Lead Organisation is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue & Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of this Services Agreement.

33. Warranties and Representations

The Delivery Partner warrants and represents 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 perform its obligations under this Services Agreement;
- (b) this Services Agreement is executed by a duly authorised representative of the Delivery Partner;
- (c) in entering this Services Agreement it has not committed any Prohibited Act;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under this Services Agreement;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under this Services Agreement;
- (f) 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 Delivery Partner 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 Delivery Partner's assets or revenue;

- (g) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Services Agreement; and
- (h) the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence.

Default, Disruption and Termination

34. Termination - General

- 34.1 The Lead Organisation may terminate this Services Agreement should it be required to do so as a result of a loss of all or a portion of the funding for the Services from the Funding Partners. The Lead Organisation will make a best faith effort to offer at least three (3) months written notice for any termination, dependent upon the notice provided to them by the funding partners. Any such occurrence will be notified as soon as it is known.
- 34.2 The Lead Organisation may terminate this Services Agreement on or after eighteen (18) months from the Commencement Date by giving the Delivery Partner three (3) months' written notice.

35. Termination on Insolvency

- 35.1 Without affecting any other right or remedy available to it, the Lead Organisation may terminate this Services Agreement with immediate effect by giving written notice to the Delivery Partner if:
 - (a) the Delivery Partner 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;
 - (b) the Delivery Partner commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Delivery Partner with one or more other companies or the solvent reconstruction of the Delivery Partner;
 - (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 Delivery Partner (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Delivery Partner with one or more other companies or the solvent reconstruction of the Delivery Partner;

- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Delivery Partner (being a company);
- (e) the holder of a qualifying floating charge over the assets of the Delivery Partner (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Delivery Partner or a receiver is appointed over the assets of the Delivery Partner;
- (g) a creditor or encumbrancer of the Delivery Partner 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 Delivery Partner's assets and such attachment or process is not discharged within fourteen (14) days;
- (h) any event occurs, or proceeding is taken, with respect to the Delivery Partner in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 35.1(a) to clause 35.1(g) (inclusive); or
- (i) the Delivery Partner suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (j) any warranty given by the other party in clause 33 of this Services Agreement is found to be untrue or misleading.

36. Termination on Default

36.1 The Lead Organisation may terminate this Services Agreement by giving written notice to the Delivery Partner with immediate effect if the Delivery Partner commits a material breach and if:

- (a) the Delivery Partner has not remedied the material breach to the satisfaction of the Lead Organisation within twenty (20) Working Days, or such other period as may be specified by the Lead Organisation, 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 opinion of the Lead Organisation, capable of remedy.

36.2 For the purposes of clause 36.1, "**material breach**" means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Lead Organisation would otherwise derive from a substantial portion of this Services Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

36.3 The Lead Organisation may terminate this Services Agreement by giving written notice to the Delivery Partner with immediate effect if the Delivery Partner

repeatedly breaches any of the terms of this Services Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Services Agreement.

36.4 If the Lead Organisation fails to pay the Delivery Partner undisputed sums of money when due, the Delivery Partner shall notify the Lead Organisation in writing of such failure to pay. If the Lead Organisation fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Delivery Partner may terminate this Services Agreement in writing with immediate effect, except that such right of termination shall not apply where the failure to pay is due to the Lead Organisation exercising its rights under clause 13.

36.5 The following will be considered Material Breaches;

- (a) Breach of staff vetting or Safeguarding Policies (see clause 10.2)
- (b) Failure to meet requirements under *Statutory Obligations and Regulations and Information* (clauses 14-21), including but not limited to;
 - (i) Breach of Bribery Policy (see clause 15.1)
 - (ii) Breach of Confidentiality policy (see clause 17)
 - (iii) Breach of Data Protection policy (see clause 18.2)
- (c) Consistent or repeated failure to fulfil data collection duties as set out in the Service Specification (see Schedule 1, Part 2), over any 1 month period
- (d) Failure to adhere to Key Personnel requirements, as set out in clause 9, unless agreed in writing by the Delivery Partner
- (e) Failure to achieve any KPI (as set out in Schedule 1, part 3), for a continuous three (3) month period or greater, or for any cumulative three (3) months or greater within a continuous six (6) month period
- (f) Failure to inform the lead organisation that a material breach has occurred, will itself constitute a breach, even if the original occurrence has now been remedied

36.6 Delivery partners are required to inform the lead organisation in writing of any reasonably likelihood of a material breach occurring, as soon as they become aware of this.

37. Consequences of Termination or Expiry

37.1 [Where the Lead Organisation terminates this Services Agreement under clause 36 and then makes other arrangements for the provision of Services, the Lead Organisation may recover from the Delivery Partner the cost reasonably incurred

of making those other arrangements and any additional expenditure incurred by the Lead Organisation throughout the remainder of the Contract Period. The Lead Organisation shall take all reasonable steps to mitigate such additional expenditure. Where this Services Agreement is terminated under clause 36, no further payments shall be payable by the Lead Organisation to the Delivery Partner until the Lead Organisation has established the final cost of making those other arrangements.]

37.2 Except as otherwise expressly provided in this Services Agreement:

- (a) termination or expiry of this Services Agreement shall be without prejudice to any rights, remedies or obligations accrued under this Services Agreement before termination or expiration and nothing in this Services Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of this Services Agreement shall not affect the continuing rights, remedies or obligations of the Lead Organisation or the Delivery Partner under clause 11, clause 12, clause 13, clause 14, clause 17, clause 18, clause 19.3, clause 21, clause 24, clause 30, clause 31, clause 32, clause 37, clause 38, and clause 43.

38. Recovery on Termination

38.1 On the termination of this Services Agreement for any reason, the Delivery Partner shall:

- (a) immediately return to the Lead Organisation all Confidential Information, Personal Data and Lead Organisation's Intellectual Property in its possession or in the possession or under the control of any permitted suppliers or Subcontractors, which was obtained or produced in the course of providing the Services;
- (b) assist and co-operate with the Lead Organisation to ensure the completion of any work in progress; and
- (c) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Lead Organisation for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Lead Organisation to conduct due diligence.

38.2 If the Delivery Partner fails to comply with clause 38.1(a), the Lead Organisation may recover possession thereof and the Delivery Partner grants a licence to the Lead Organisation or its appointed agents to enter (for the purposes of such recovery) any premises of the Delivery Partner or its permitted suppliers or Subcontractors where any such items may be held.

38.3 Where the end of the Contract Period arises due to the Delivery Partner's Default, the Delivery Partner shall provide all assistance under clause 38.1(b)

and clause 38.1(c) free of charge. Otherwise, the Lead Organisation shall pay the Delivery Partner's reasonable costs of providing the assistance and the Delivery Partner shall take all reasonable steps to mitigate such costs.

39. Dispute Resolution

- 39.1 If a dispute arises out of or in connection with this Services Agreement or the performance, validity or enforceability of it ("**Dispute**") then [except as expressly provided in this Services Agreement,] 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 [**employee title**] of the Lead Organisation and [**employee title**] of the Delivery Partner shall attempt in good faith to resolve the Dispute;
 - (b) if the [**employee title**] of the Lead Organisation and [**employee title**] of the Delivery Partner are for any reason unable to resolve the Dispute within [30] days of service of the Dispute Notice, the Dispute shall be referred to the [**senior officer title**] of the Lead Organisation and [**senior officer title**] of the Delivery Partner who shall attempt in good faith to resolve it; and
 - (c) if the [**senior officer title**] of the Lead Organisation and [**senior officer title**] of the Delivery Partner are for any reason unable to resolve the Dispute within [30] days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (the "**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than [**NUMBER**] days after the date of the ADR notice.
- 39.2 No Party may commence any court proceedings under clause 43 in relation to the whole or part of the Dispute until sixty (60) days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
- 39.3 If the Dispute is not resolved within sixty (60) days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of sixty (60) days, or the mediation terminates before the expiration of the said period of sixty (60) days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 43 of this Services Agreement.
- 39.4 Any and all costs of a dispute will be born equally by both parties, unless otherwise stated within a court judgement

40. Force Majeure

Neither Party shall be in breach of this Services Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Services Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three (3) the Party not affected may terminate this Services Agreement by giving thirty (30) days' written notice to the affected Party.

41. Entire Agreement

41.1 This Services Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

41.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Services Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Services Agreement, provided that nothing in this clause 41 shall operate to exclude any liability for fraud.

41.3 In the event of and only to the extent of any conflict between the clauses of this Services Agreement and its Schedules [and the Partnering Agreement], the conflict shall be resolved in accordance with the following order of precedence:

- (a) the clauses of this Services Agreement;
- (b) the Schedules to this Services Agreement;
- (c) any other document referred to in this Services Agreement.

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

42. Notices

42.1 Except as otherwise expressly provided within this Services Agreement, no notice or other communication from one Party to the other shall have any validity under this Services Agreement unless made in writing by or on behalf of the Party sending the communication.

42.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) or by fax or email. Such letters shall be addressed to

the other Party in the manner referred to in clause 42.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two Working Days after the day on which the letter was posted, or four hours in the case of fax or email, or sooner where the other Party acknowledges receipt of such letters, fax or email.

42.3 For the purposes of clause 42.2 the address of each Party shall be:

(a) for the Lead Organisation:

Safelives
Suite 2a
Whitefriars
Lewins Mead
Bristol BS1 2NT

(b) for the Delivery Partner: [*insert details*].

42.4 Either Party may change its address for service by serving a notice in accordance with this clause.

43. Governing Law and Jurisdiction

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

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

Authorised to sign for and on behalf of the Lead Organisation

Signature

Date

Name in capitals

Address

Authorised to sign for and on behalf of the Delivery Partner

Signature

Date

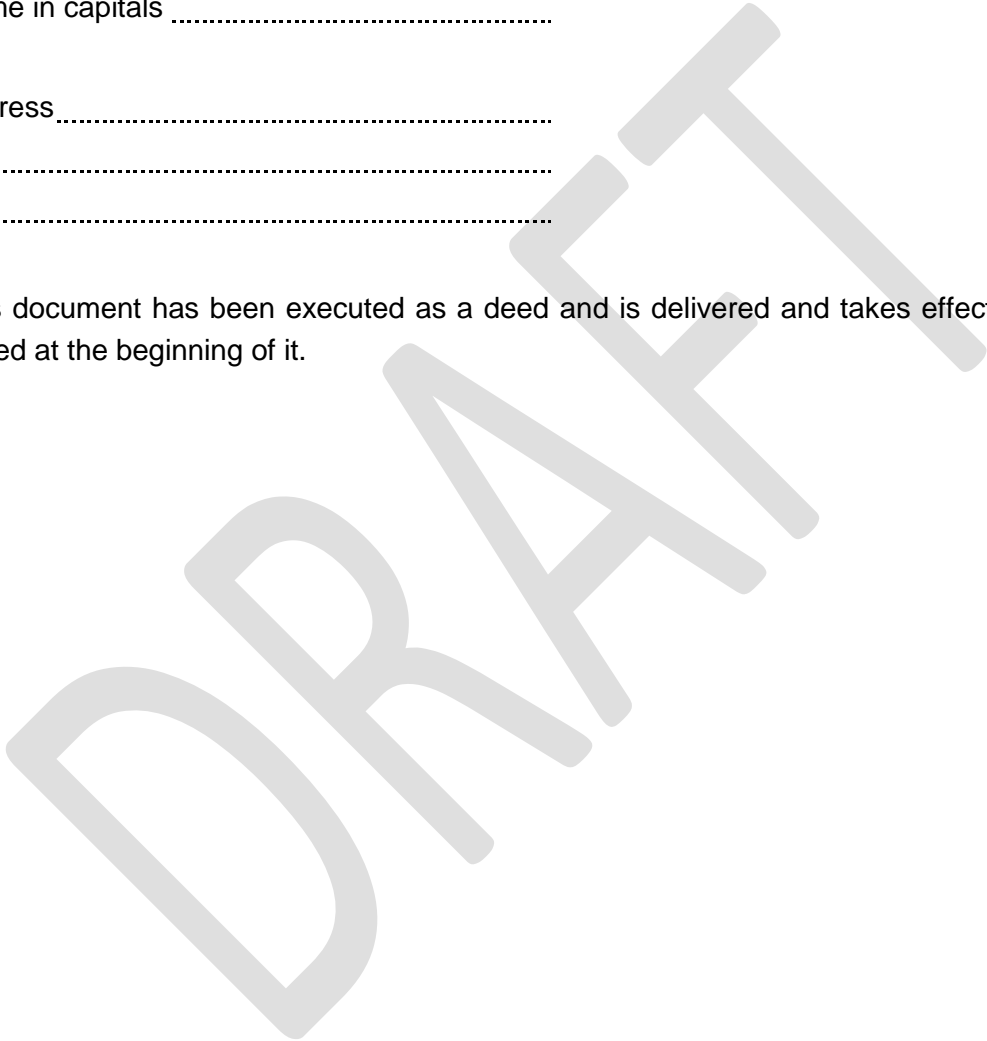
Name in capitals

Address

.....

.....

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



Schedule 1 Services and Deliverables

Part 1. The Services - General

1. General

- 1.1 The Delivery Partner will provide an annual schedule of full time equivalent staff employed including management and support, an analysis of caseloads per FTE frontline practitioner and total spend per engaged perpetrator [as per schedule X].
- 1.2 The Delivery Partner will provide its audited annual accounts (where available) and a supplementary quarterly schedule of spend on delivering the Services.

2. Needs Assessment

- 2.1 The table below provides a summary of the numbers of MARAC victims in each Pilot Area. The number of victims is a proxy for the number of perpetrators in the area. Not all perpetrators will be eligible for the intervention and an equal number will be assigned to a control group.

Area	South Wales
Associated MARAC(s)	Merthyr Tydfil Rhondda Cynon Taff
Adult population (in MARAC area)	238,000
Approximate number of police incidents in the MARAC area per year	5400
MARAC cases year to December 2014	825
MARAC victims net of repeats = proxy for number of perpetrators	711
IDVA Insights (victim data)	Yes

3. Service Level Requirements

3.1 The Delivery Partner will be expected to provide:

- (a) A full time equivalent (FTE) Programme Manager as per the specified role description in the Service Specification
- (b) Three FTE case workers as per the specified role description in the Service Specification
- (c) Staff cover on the ground in case of long term staff absences
- (d) All Service related administration and overhead costs.
- (e) Time for case workers and the Programme Manager to participate in Drive project training as per the Service Specification

DRAFT

Part 2. The Service Specification

Please see Service Specification v1.0 available separately.

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Part 3. The Deliverables

1. Key Performance Indicators

- 1.1 The Delivery Partner will provide the Lead Organisation with case management data and outcomes metrics. These are the indicated service levels to be agreed with the Delivery Partner and form the foundation of contract monitoring during the Contract Period.
- 1.2 The Delivery Partner will provide a monthly report on the key performance indicators set out below (the “KPIs”) to the Lead Organisation. Any material deviation from expected targets or other monitored metrics must be identified together with any explanatory notes, service developments or corrective actions taken.
- 1.3 The [Draft] KPIs are set out below. The Parties shall treat these KPIs as minimum requirements that should always be achieved, and not as targets.

[Precise KPIs to be agreed with the Delivery Partner prior to contract signature]

KPI	Explanation / formula
Contacted within 5 days of receiving a referral	Cumulative number of cases contacted within 5 days of being referred within 24 hours, divided by all cases referred
Service users to have an intervention with 4 weeks of referral	Cumulative number of perpetrators with at least one implemented intervention within 4 weeks of referral, divided by the total number of perpetrators referred.
Initial risk assessments completed	Cumulative number of perpetrators assigned for the first time to cohort x for whom initial risk assessments were completed divided by the cumulative total number of perpetrators assigned for the first time on cohort x since inception
% significant changes in risk communicated to relevant victim service within 24 hours	Cumulative number of cases where significant changes in risk notified within 24 hours, divided by all cases where significant changes of risk occurred
Attendance of qualified staff member(s) at Marac	Relevant staff members attend all Marac meetings, unless unable to do so due to demonstrable unforeseen circumstances
Minimum staffing levels	Minimum staffing levels for Key Personnel maintained as per clause 10
Data recording duties	Data recorded on the agreed Case Management

KPI	Explanation / formula
fulfilled	system as per the requirements in the Service Specification (re. completeness, timeliness, accuracy)

- 1.4 The Drive Project reserves the right to audit the Delivery Partner’s performance against the KPIs and the detailed targets at any time.

2. Key Personnel

- 2.1 The following members of Staff shall be considered Key Personnel for the purposes of this Services Agreement:

[insert here any key personnel, or delete this and the related contract clauses if not relevant]

Name	Job title	Responsibilities
	Programme Manager	See Service Specification
	Caseworker	See Service Specification
	Caseworker	See Service Specification
	Caseworker	See Service Specification

3. Key Dates

- 3.1 The following dates have been agreed between the Parties for delivery of specified Deliverables and parts of the Service Specification:

(a) ***[insert any key dates as appropriate]***

Schedule 2 Contract Management

1. The Lead Organisation will act as the lead for the Services Agreement on behalf of the Drive Project.
2. The Drive Project Steering Group together with the Drive Project Advisory Group will have oversight of contract performance through the Lead Organisation. The role of both is to monitor the outcomes and performance and provide feedback and learning to inform practice development.
3. The Lead Organisation, in collaboration with other members of the Drive Project as necessary, and with the collaboration of the Delivery Partner, will implement any changes to the processes and protocols recommended by the Drive Project Steering Group.
4. The Delivery Partner will be required to attend meetings with the Drive Project for the purpose of contract management, and quality monitoring, and attend other ad hoc meetings if required. Schedule and frequency to be decided by the Lead Organisation.

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Schedule 3 Parties' Representatives

1. The Lead Organisation's Representative[s]

Name	Title	Responsibility/ies

2. The Delivery Partner's Representative[s]

Name	Title	Responsibility/ies

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Schedule 4 Payment and Invoicing

1. The Lead Organisation shall pay the Contract Price in four quarterly instalments in advance in each Contract Year following the process below:
 - (a) within [fourteen (14)] days of the end of each Quarter the Delivery Partner shall provide to the Lead Organisation a final quarterly spend report detailing the actual spending by the Delivery Partner during that Quarter (the “**Quarterly Spend Report**”) and an anticipated spend report to the Lead Organisation detailing the anticipated spend by the Delivery Partner during the next Quarter (the “**Anticipated Spend Report**”);
 - (b) following receipt of the Anticipated Spend Report for the current Quarter and the Quarterly Spend Report for the previous Quarter the Lead Organisation shall pay to the Delivery Partner one quarter of the annual contract price (the “**Quarterly Payment**”)

2. In the event that in any Quarter the anticipated spend detailed in the Anticipated Spend Report is greater than the Quarterly Payment, the Lead Organisation shall pay a sum greater than the Quarterly Payment, and the Parties will work together to agree the costs allocation across the Contract Year to ensure that the Contract Price for the Contract Year remains the same. For the avoidance of doubt this may mean that in a later Quarter the Lead Organisation will pay to the Delivery Partner a sum that is less than the Quarterly Payment.

Schedule 5 Variation Form

Variation Form

Varying the Services Agreement dated [] between SafeLives Ltd (the “Lead Organisation”) and [] (the “Delivery Partner”)

- 1. The Services Agreement is varied as follows:
 - (a) **[LIST DETAILS OF THE VARIATION INCLUDING ANY IMPACT ON THE CONTRACT PRICE].**
- 2. Words and expressions in this Variation shall have the meanings given to them in the Services Agreement.
- 3. The Services Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Authorised to sign for and on behalf of the Lead Organisation:

Signature

Date

Name in capitals

Address
.....

Authorised to sign for and on behalf of the Delivery Partner

Signature

Date

Name in capitals

Address
.....