

PAPAC(06)-10-24

Local Partnerships LLP

This evidence paper provides further information on Local Partnerships LLP, following Public Accounts and Public Administration Committee's scrutiny of the Welsh Government Annual Report and Accounts 2022-23 on 20 March 2024.

Background and Ownership Structure

1. Local Partnerships LLP (LP) is a public sector company, jointly owned by the Local Government Association (50%), HM Treasury (45%) and the Welsh Government (5%), as members in a limited liability partnership.
2. Originally a 50:50 joint venture between HM Treasury (HMT) and Local Government Association (LGA), in 2018 the then Cabinet Secretary for Finance and Local Government approved Welsh Government (WG) taking a 5% holding in LP from HMT at nil cost. WG irrevocably waived any distributions from the 5% holding, and would not be exposed to calls for additional funding should LP ever require such funding.
3. LP works exclusively for the benefit of the public sector operating in both central and local governments and the wider public sector. It provides expert advice and practical resources alongside project and programme delivery support with the aim of delivering value and efficacy for the public purse.
4. LP has a team of specialist staff with combination of public and private sector experience to deliver support for its clients in areas such as supporting and accelerating the delivery of major infrastructure, tackling climate challenges through resource efficiency and renewable energy propositions, through to wider place-making initiatives.
5. LP structures its business around:
 - **Climate** – deliver strategic and practical approaches to achieve net-zero; plan for a changing climate, by assessing local impacts and necessary changes; deliver renewable energy infrastructure and energy efficiency projects, develop and deliver solutions to minimise waste and facilitate a circular economy.
 - **Commercial** – bespoke commercial capability and capacity to maintain and improve services; generate and maximise income; develop innovative ways to save money and improve outcomes; achieve more value and deliver operational efficiencies from complex contracts, such as private finance initiatives and public private partnerships (PFI/PPP) projects.

- **Place** – specify, fund and develop elements that contribute to successful placemaking, such as assisting councils with development of governance, strategies and funding for infrastructure projects.

6. LP provides sector specific, commercial, financial and project/contract management expertise which supports the development and implementation of policies across the above specialist areas for client organisations, supported by expertise in assurance and data analytics:

- **Assurance** – helping support the delivery of local, central government and wider public sector programmes and projects by giving independent guidance to Senior Responsible Owners, programme and project teams on how best to ensure that their programmes and projects are successful.
- **Data Analytics** – providing data-driven analysis, insight, models, tools, maps and dashboards to support the public sector in measuring, improving and optimising their understanding and decision-making.

7. For the benefit of the public sector, LP shares its intellectual property freely with a range of valuable resources including toolkits, guidance and webinars on its website, such as the greenhouse gas accounting tool for councils seeking to calculate their own carbon baseline.

8. Further details relating to LP can be found at localpartnerships.gov.uk.

9. Local Partnerships charges clients for its services but has not been established to maximise profit. However, for LP to continue to operate as a going concern, without requiring additional funding from its owners, it aims to generate a surplus of 5-10% with all surpluses being retained within the public sector.

Governance and Welsh Government Involvement

10. LP has its own board which provides leadership of the limited liability partnership, sets aims, ensures necessary financial and human resources are in place for LP to meet its objectives, and reviews management performance. Board members act in what they consider to be in the best interests of LP.

11. The LP board is formed by:

- Member appointed non-executive board members, appointed by HMT (4), LGA (4) and WG (1).
- Executive board member, LP's chief executive (1).
- Independent non-executive members, including the chair (3).

Actions of the board require the approval by a majority of board members in attendance, with each board member having one vote.

12. HMT and WG have appointed senior civil servants to serve on the LP board as non-executive board members. Leon Wong has been WG's appointee to the board since October 2023, succeeding Steve Davies who served between 2018-23. Leon

Wong and Steve Davies have not taken additional remuneration for performing the non-executive board member role on top of their full-time senior civil service roles at WG.

13. LP has been classified as a Public Non-Financial Corporation by the Office for National Statistics. HM Treasury has policy responsibility for Local Partnerships as a Public Non-Financial Corporation. As a Public Non-Financial Corporation, LP accounts are not consolidated into the accounts of HMT or the Whole of Government Accounts, in accordance with the HMT Financial Reporting Manual.

14. Williamson & Croft Audit Ltd currently audits LP's financial statements as external auditor, in accordance with s485 of Companies Act 2006. LP has an Audit Committee which monitors the integrity of the financial statements, reviewing significant financial reporting issues and judgements which they contain. The Audit Committee also reviews the effectiveness of LP's internal control and risk management systems and oversees compliance policies including whistle-blowing and anti-fraud. The Members Agreement and Governance Framework for LP were recently updated and agreed by owners in April 2024.

Work that LP has been involved in for Welsh Government

15. Local Partnerships has been involved in the following significant projects with WG since 2018-19:

- **Ynni Cymru** – supporting the delivery of the Ynni Cymru Programme and setting out the options to establish Ynni Cymru as an arm's length energy delivery company to expand community-owned renewable energy generation across Wales.
- **Energy Service** (formerly Green Growth Wales) – providing a strategic engagement service covering the four regions in Wales to all public sector bodies, including Health Boards and higher education establishments, to develop carbon reduction, energy efficiency, renewable energy and fleet decarbonisation projects that contribute to the achievement of Welsh public sector net-zero related targets. In this LP works alongside the Welsh Government's other delivery partners, the Carbon Trust and the Energy Savings Trust.
- **Trydan Gwyrdd Cymru** (formerly Renewable Energy Developer) – establishing a publicly-owned developer to accelerate the development of renewable energy projects on the wider Welsh public estate and maximise their value for the people of Wales.
- **Marine Energy Programme** – incorporating:
 - progressing the management of the Tidal Lagoon Challenge

- working with the Welsh Government, Port Talbot and Pembroke Dock and relevant supply-chain stakeholders to support efforts to maximise benefits to Wales from the developing floating offshore wind industry.
- working with Morlais to support its ongoing sustainable development in facilitating the deployment of a pipeline of tidal stream devices off Anglesey.
- **Resource Efficiency and Circular Economy Programme** (formerly the Waste Infrastructure Procurement Programme) – incorporating:
 - supporting the programme for government commitment to deliver the Extended Producer Responsibility Programme, through the provision of programme and project management support office.
 - supporting the Welsh Government in meeting the Auditor General for Wales recommendations and memorandum of understandings with local authorities by providing expert resource to support effective contract management of the operational residual and food waste contracts.
 - supporting the ambition to achieve one planet resource use and achieve net zero carbon by 2050 through implementing initiatives to tackle hard to recycle material collaboratively across the public sector including facilitating the move towards ultra-low emissions vehicles for refuse and recycling collections across Wales.
 - alongside WRAP Cymru, supporting the delivery of local authority statutory recycling targets and infrastructure delivery.
 - helping to inform future policy and infrastructure requirements, including assessing the impacts of Emission Trading and changing waste composition and helping to ensure that Welsh Government funded infrastructure continues to achieve best outcomes, maximising value for money for the public sector in Wales.
 - supporting the transition to a circular economy.
- **Mutual Investment Model** – incorporating:
 - the development of the Mutual Investment Model and its application in the schools and further education sector.
 - the procurement of the WG's strategic partner and the establishment of the Wales Education Partnership Company.
 - procurement and contract award for the first schools pathfinder projects.
 - procurement and contract award for the A465 dualling project.

- o procurement and contract award for the Velindre cancer centre, acting as the WG's "transactor" ensuring the WG's interests were safeguarded.

16. A summary of Welsh Government expenditure on LP services per project over recent years and in total is set out below, together with that planned for the current financial year:

£k	2018-19	2019-10	2020-21	2021-22	2022-23	2023-24	2024-25 Planned
Ynni Cymru	£-	£-	£-	£-	£21	£815	£2,186
Energy Service	£462	£561	£543	£527	£583	£570	£460
Trydan Gwyrdd Cymru	£-	£-	£-	£153	£664	£613	£228
Marine Energy Programme	£-	£-	£286	£900	£649	£416	£236
Resource Efficiency Circular Economy	£1,291	£881	£1,071	£1,214	£1,775	£2,216	£2,167
Mutual Investment Model	£619	£959	£811	£751	£545	£214	£-
Other smaller projects	£541	£351	£315	£193	£444	£379	£162
Total	£2,913	£2,752	£3,026	£3,738	£4,681	£5,223	£5,439

LP also contracts directly with public sector organisations across Wales, which in 2023-4 amounted to the value of £635k in total.

Welsh Government relationship with LP

17. By being a joint owner, WG benefits from LP's exemption from procurement legislation by virtue of regulation 12 of Public Contracts Regulations 2015, commonly known as "Teckal" compliance.

18. Teckal permits the direct award of contracts by contracting authorities (UKG departments, LGA members and WG) to LP through their jointly exercised control of the LLP, provided more than 80% of the activities of LP are carried out in the performance of tasks entrusted to it by the controlling contracting authorities. LP reports its continued compliance with the Teckal exemption at each board meeting, and in its management accounts for April 2024 reported that 95% of its revenue measured over the required rolling three-year period was derived from its owners.

19. Prior to 2018, work undertaken by LP for WG was classified as “non-owner” work for LP and hence had to be accommodated within the 20% turnover threshold to maintain LP’s Teckal status. Prior to 2018 LP’s services to WG were delivered either:

- under the terms of a framework contract that Partnerships UK, as one of LP’s predecessor organisations, had with each UK government department and devolved governments, which was novated to WG upon LP’s creation in 2009 – this applied to the Waste Infrastructure Procurement Programme, or
- under the terms of a grant agreement – this applied to Green Growth Wales.

20. The Framework Agreement (see Annex) agreed in August 2018 formalises agreement between LP and WG, to allow WG to request LP to provide services to it as client. An order form for each project sets out the scope of services provided, and LP undertook as part of the framework agreement to provide suitable personnel necessary for providing the services.

Project Assurance

21. In terms of assurance, LP’s work for WG is governed by the terms of the framework agreement, and individual work orders are put in place for each specific project, setting out:

- the service requirements and deliverables
- services commencement date
- charges payable and their profiling
- services completion date
- key personnel
- location(s) from which the service is provided
- contract monitoring procedures
- management information and meetings.

22. Under the terms of the framework agreement LP must provide agreed services promptly and in a professional and courteous manner as part of the framework agreement (clause 6.2.11). There is also provision within the agreement (clause 7) for LP to remedy service not carried out in accordance with agreement and order form, or for the service to be rejected and remedy costs incurred by WG to be reimbursed by LP.

THIS AGREEMENT is made the 30th day of August 2018

BETWEEN:

- (1) **THE WELSH MINISTERS** of Crown Buildings, Cathays Park, Cardiff CF10 3NQ (the "Client"); and
- (2) **LOCAL PARTNERSHIPS LLP** (partnership number OC346845) of 18 Smith Square, London SW1P 3HZ ("Local Partnerships")

each a "Party" and together the "Parties".

RECITALS

WHEREAS:

- (A) The Welsh Ministers entered into an agreement entitled "Members' Agreement relating to Local Partnerships LLP" dated 1 July 2009 (as subsequently amended and restated) together with the Deed of Adherence dated 22 January 2018 and executed by the Welsh Ministers as a new member of Local Partnerships LLP (together the "Members' Agreement").
- (B) Consistent with the Members' Agreement, the Client shall be entitled (but not required) from time to time to request the provision of Services from Local Partnerships to the Client.
- (C) Accordingly, the Parties wish to enter into a framework services agreement governing the provision of Services by Local Partnerships on the terms and conditions set out in this Agreement and in the relevant Order Form.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the recitals and the Schedules, the following words and expressions shall have the following meanings unless the context otherwise requires:

Affected Party	means the party seeking to claim relief in respect of a Force Majeure Event;
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Agreement	means this agreement (including the Schedules);
Change Control Procedure	means the procedure for management of changes set out in clause 32;
Change Control Request	means: <ul style="list-style-type: none"> (a) a written request to change or add to the Services or any part of the Services; or (b) a written request to amend the a Contract (or any part of it) or any other documents attached or referred to in it; in (or substantially in) the form set out in Schedule 2;
Charges	the charges payable by the Client in respect of those Services detailed in the Order Form;
Client Representative	means a person appointed by the Client to act on its behalf for the purposes of a Contract whose details are set out in the Order Form;
Commencement Date	means 22nd January 2018;
Confidential Information	means information (however it is conveyed or on whatever media it is stored), the disclosure of which would constitute an actionable breach of confidence, and which has either been designated as confidential by either Party in writing or which ought to be considered as subject to a duty of confidentiality and includes but is not limited to commercially sensitive case study materials and information which relates to the business, operations, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, clients and consultants of either Party;
Contract	means a contract for the supply of Services by Local Partnerships to the Client formed in accordance with the provisions of clause 2.2;
Contract Period	means the period starting on the Services Commencement Date and ending on the completion date as set out in an

	Order Form during which the Services the subject of that Order Form are to be provided;
Data Protection Legislation	the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing legislation as amended from time to time; the Data Protection Act 2018 and all applicable Laws and regulations relating to processing of personal data and privacy, including where applicable guidance and codes of practice issued by the Information Commissioner;
EIRs	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to the EIRs;
Finance Reference Number	means the Client's financial systems number allocated to each Contract as notified to Local Partnerships by the Client;
FOIA	means the Freedom of Information Act 2000 and any subordinate Law made under the act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such act (but excluding the EIRs);
Force Majeure Event	means an event occurring after the signature of any Contract of war, armed conflict, acts of terrorism, riots, fire, flood, storm, earthquake, disaster or such other similar events which directly causes the Affected Party to be unable to comply with all or a material part of its obligations under the Contract but excluding any industrial dispute relating to Local Partnerships or its Personnel;
Good Industry Practice	means the exercise of that degree of skill, diligence, prudence, efficiency and foresight which would be expected from a skilled and experienced person within the relevant industry or business sector of services of a similar value, nature, scope and complexity to the Services to be supplied under a Contract;
Health and Safety Regime	means the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating

	to health and safety which may be applicable to the provision of the Services;
Intellectual Property Rights	<p>(a) means: any and all copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, design rights;</p> <p>(b) trade marks, rights in Internet domain names and website addresses;</p> <p>(c) trade names, business names, brand names;</p> <p>(d) goodwill;</p> <p>(e) knowhow, trade secrets and rights in confidential information and all other intellectual property rights,</p> <p>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 now or will subsist in the future in any part of the world;</p>
Key Personnel	means any of Local Partnerships' Personnel named in the Order Form as key personnel;
Law	<p>means:</p> <p>(a) any applicable statute or proclamation or any delegated or subordinate law;</p> <p>(b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;</p> <p>(c) any applicable guidance, direction or determination with which the Client and/or Local Partnerships is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to Local Partnerships by the Client; and</p> <p>(d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales,</p> <p>in each case in force or applicable in both England and Wales, or in Wales only;</p>

Local Partnerships' Representative	means a person appointed by Local Partnerships to act on its behalf for the purposes of a Contract whose details are set out in the Order Form;
Necessary Consents	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services;
Order Form	means the document setting out the particulars of the Services ordered by the Client from Local Partnerships in the form set out in Schedule 1;
Order Number	means the official number allocated by the Client to an order for Services as set out in each individual Order Form;
Personal Data	shall have the meaning given in the applicable Data Protection Legislation;
Personnel	means all officers, partners, employees, workers, agents, consultants and subcontractors of whatever nature of a Party or a Party's subcontractor engaged in the provision of the Services;
Programme of Work	means any programme, timetable or key milestones which regulates or specifies the period or periods for the completion of the Services;
Prohibited Act	<p>the following constitute prohibited acts:</p> <p>(a) directly or indirectly to offer, promise or give any person working for or engaged by the Client a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) directly or indirectly to 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 any Contract;</p>

	<p>(c) committing any offence:</p> <p>(i) under the Bribery Act 2010;</p> <p>(ii) under Law creating offences concerning fraudulent acts;</p> <p>(iii) at common law concerning fraudulent acts relating to any Contract or any other contract with the Client; or</p> <p>(iv) defrauding, attempting to defraud or conspiring to defraud the Client;</p>
Services	means the services described in the relevant Order Form as may be amended from time to time in accordance with the Change Control Procedure;
Services Commencement Date	means the date specified in the relevant Order Form on which the provision of the Services the subject of such Order Form is to commence;
Term	means the period during which this Agreement is in force and effect pursuant to the provisions of clause 40.1;
VAT	means value added tax chargeable under the Value Added Tax Act 1994; and
Working Day	means any day other than a Saturday, a Sunday or a statutory public holiday in England and Wales.

1.2 In this Agreement:

- 1.1.1 references to a statute or statutory provision shall be construed as a reference to the same as it is from time to time amended, consolidated, modified, extended, re-enacted or replaced. Any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- 1.1.2 words in the singular shall include the plural and vice versa and a reference to a gender shall include all genders;
- 1.1.3 a reference to a person shall include a reference to a firm, a body corporate and unincorporated association or to a person's executors or administrators;
- 1.1.4 a reference to a clause or Schedule shall be a reference to a clause or Schedule (as the case may be) of this Agreement;

1.1.5 headings are for convenience only and shall not affect the interpretation of any provision of this Agreement or any Contract;

1.1.6 the Schedules (if any) form part of this Agreement and shall have effect as if set out in full in the body of the Agreement and any reference to the Agreement shall include the Schedules.

2. FORMATION OF CONTRACTS

2.1 It has been agreed that the Client shall be entitled (but shall not be obliged) at any time and from time to time during the Term to request Local Partnerships to provide services to the Client.

2.2 The Client shall submit an Order Form to Local Partnerships setting out the scope of the services being requested by the Client. Subject to any changes to the Order Form agreed by the Parties, acceptance of the Order Form shall be deemed to occur, and a contract deemed to be formed, upon signature of the relevant Order Form by an authorised representative of each of the Parties (and with effect from the date of signature of the last of the authorised representatives to sign).

2.3 Each Contract shall constitute a separate contract and shall incorporate the terms and conditions set out in this Agreement and in the relevant Order Form to the exclusion of any and all other terms and conditions proffered by either Party.

3. SCOPE OF AGREEMENT

3.1 This Agreement governs the overall relationship between the Parties with respect to the provision of Services by Local Partnerships to the Client during the Term.

4. WARRANTIES AND REPRESENTATIONS

4.1 Local Partnerships warrants and represents that:

4.1.1 it has full capacity and authority to enter into and to perform this Agreement and any and all Contracts;

4.1.2 this Agreement is properly executed by a duly authorised representative of Local Partnerships;

4.1.3 it is not under any obligation to any person whether express or implied which would or might conflict with the full and proper performance of its obligations to the Client under this Agreement or under any Contract.

4.2 For the avoidance of doubt, all representations and warranties set out in this Agreement are deemed to be repeated in relation to every Contract, shall survive the execution of this Agreement and/or any Contract and shall be deemed repeated on each day throughout the Term and/or the Contract Period (as applicable), with reference to the facts and circumstances then prevailing.

5. SUPPLY OF SERVICES

Local Partnerships shall, with effect from the relevant Services Commencement Date and during the relevant Contract Period, supply the Services to the Client in accordance with the terms of the relevant Contract.

6. THE SERVICES

6.1 Without prejudice to any higher standard required by any Contract, Local Partnerships shall ensure that all Services supplied to the Client pursuant to the relevant Contract shall:

6.1.1 be provided in accordance with any Programme of Work or other requirement set out in the Order Form;

6.1.2 be compliant with any relevant Law;

6.1.3 be compliant with any applicable British or European standard and, where required, Local Partnerships shall obtain and maintain accreditation with the relevant authority overseeing the relevant British or European standard;

6.1.4 be compliant with any policies, regulations, guidelines, rules, codes of practice, procedures and standards directly applicable to the performance of the Services and/or which have been notified by the Client to Local Partnerships;

6.1.5 be supplied and rendered by appropriately experienced, qualified and trained Personnel;

6.1.6 be provided with all due skill, care and diligence including but not limited to Good Industry Practice and (without limiting the generality of this clause) in accordance with its own established internal procedures; and

6.1.7 be provided in accordance with the terms set out in this Agreement and in the relevant Contract.

6.2 Local Partnerships shall:

- 6.2.1 provide to the satisfaction of the Client such suitably qualified, adequately trained, capable and experienced Personnel as shall be necessary for the proper execution of the Services;
- 6.2.2 ensure that all of its Personnel are sufficiently instructed with regard to the Services and in relation to all applicable provisions of this Agreement and the relevant Contract;
- 6.2.3 ensure that there are sufficient and sufficiently available Key Personnel to provide the Services properly;
- 6.2.4 provide all equipment and such other items as may be required to provide the Services;
- 6.2.5 where its Personnel will be using Client equipment or systems in the provision of the Services (including but not limited to the Client's IT systems), ensure that such Personnel have been notified of all applicable policies and restrictions relating to such use as notified to Local Partnerships by the Client;
- 6.2.6 co-operate with such other persons as the Client may reasonably require in connection with the Services;
- 6.2.7 satisfy itself that all information, including documentation, provided to it by the Client is adequate and will not prejudice the performance of any of Local Partnerships' obligations under any Contract. Local Partnerships shall inform the Client immediately of any inadequacy of which it becomes aware and the Parties shall discuss in good faith how to resolve the matter;
- 6.2.8 ensure that all Necessary Consents are in place to provide the Services and the Client shall not incur any additional costs associated with obtaining, maintaining and complying with the same;
- 6.2.9 work diligently to protect the Client's interests;
- 6.2.10 institute and maintain a properly documented system of quality control to ensure that the Services are performed in accordance with the provisions of this Agreement and the relevant Contract;
- 6.2.11 provide the Services promptly and in a professional and courteous manner; and
- 6.2.12 not undertake any kind of activity which in the reasonable opinion of the Client could bring it into disrepute or could affect the ability of the Client to freely exercise any of its statutory powers.

6.3 Where the Parties are required to meet in relation to this Agreement and/or any Contract they shall agree in advance which of their Personnel should attend any meetings.

6.4 The Client will have no liability in respect of any claim made or any award of compensation in respect of redundancy or unfair or wrongful dismissal to any of Local Partnerships' Personnel.

6A CLIENT OBLIGATIONS

6A.1 The Client shall take all reasonable steps to co-operate with Local Partnerships to the extent reasonably required by Local Partnerships and shall not hinder or delay Local Partnerships' performance of its obligations under this Agreement or any Contract having regard to Local Partnerships' reasonable operational requirements.

6A.2 The Client shall promptly provide to Local Partnerships all information (in the appropriate form) which Local Partnerships may reasonably require to carry out the Services.

7. REJECTION OF SERVICES

7.1 The Client shall notify the Local Partnerships' Representative if it reasonably considers that any part of the Services has not been carried out in accordance with this Agreement and/or the relevant Contract and Local Partnerships shall, without prejudice to the Client's other rights, promptly and at its own expense, re-perform the relevant part of the Services or remedy the deficiency in the relevant part of the Services to the satisfaction of the Client.

7.2 If pursuant to clause 7.1 Local Partnerships fails to remedy any relevant deficiency promptly in accordance with the Client's reasonable instructions, the Client shall have the power by notice to reject the relevant part of the Services which it does not reasonably consider to have been carried out in accordance with this Agreement and/or the relevant Contract (as notified under clause 7.1) and the Client may remedy or cause to be remedied the relevant deficiency, the reasonable and properly incurred and mitigated costs of which will be payable by Local Partnerships.

7.3 Notwithstanding that the Services or any part of them have been the subject of any instruction, review, acknowledgement or inspection, Local Partnerships shall not be relieved from any liability or obligation under this Agreement and/or the relevant Contract.

7.4 Any additional costs (including costs of any audit) reasonably and properly incurred and mitigated by the Client as a result of Local Partnerships failing to carry out the Services in accordance with this Agreement and/or a Contract shall be reimbursed to the Client by Local Partnerships.

8. TIME OF PROVISION OF THE SERVICES

8.1 Local Partnerships shall perform the Services in accordance with the dates and times specified in the Order Form unless otherwise agreed in writing with the Client.

8.2 Time shall be of the essence with regard to Local Partnerships' obligations under any Contract and if Local Partnerships fails to perform the Services in accordance with the relevant dates and times referred to in clause 8.1, the Client may release itself from any obligation to accept and pay for relevant affected Services and/or may terminate the relevant Contract under clause 40.3A.2 following a reasonable period to allow Local Partnerships to remedy the default, in either case without prejudice to any other rights and remedies of the Client.

9. PROGRAMME OF WORK

9.1 If a Programme of Work has not been previously agreed, Local Partnerships shall within ten (10) Working Days of a request from the Client submit a detailed programme to the Client Representative for approval showing the number of days or weeks required for each separate stage to ensure that the dates and times referred to in clause 8.1 are achieved.

9.2 On receipt of the detailed programme the Client Representative shall;

9.2.1 signify his/her approval in which event it shall form the Programme of Work; or

9.2.2 reject the programme stating his/her reasons for so doing and require that the programme be amended and resubmitted by Local Partnerships.

9.3 Approval, rejection and resubmission of the detailed programme (or amended programme) shall be effected without undue delay and the Parties shall work together to agree a Programme of Work at the earliest opportunity.

10. DESIGNATED REPRESENTATIVES

10.1 The Client Representative has the authority to act on behalf of the Client for all purposes connected with a Contract.

10.2 The Local Partnerships' Representative has the authority to act on behalf of Local Partnerships for all purposes connected with a Contract which will include but not be limited to:

10.2.1 managing the provision of the Services;

10.2.2 attending meetings with the Client Representative to review the provision of the Services;

10.2.3 providing all information and documentation reasonably required by the Client in respect of the provision of Services.

10.3 Either Party may change its designated representative by giving advance notice in writing to the other Party.

11. LOCAL PARTNERSHIPS' PERSONNEL AND KEY PERSONNEL

11.1 Local Partnerships shall ensure that Services are provided only by the Key Personnel unless otherwise agreed in writing in advance by the Client.

11.2 Local Partnerships shall take all reasonable steps to avoid changes to the Key Personnel.

11.3 Local Partnerships shall give the Client at least five (5) Working Days' notice of any proposal to alter the Key Personnel and replacements will not be appointed without the prior written approval of the Client (such approval not to be unreasonably withheld or delayed).

11.4 All Key Personnel must have and must maintain, for the duration of any Contract, appropriate qualifications, competence and experience and be in all respects acceptable to the Client. Local Partnerships shall upon request provide such information as the Client may reasonably require as evidence of such qualifications, competence and experience.

11.5 The Client reserves the right under any Contract to refuse any of Local Partnerships' Personnel admission to any premises occupied by or on behalf of the Client if in the reasonable opinion of the Client such admission is undesirable.

11.6 If and when directed by the Client, Local Partnerships shall provide a list of the names and addresses of all persons who may require admission in connection with the performance of a Contract to any premises occupied by or on behalf of the Client, specifying the capacities in which they are concerned with the relevant Contract and such other particulars as the Client may reasonably require.

11.7 Local Partnerships and its Personnel shall comply with such rules, regulations and requirements (including but not limited to those relating to security and data security arrangements) as notified by the Client from time to time relating to the conduct of Local Partnerships' Personnel when at or in the vicinity of any Client premises.

11.8 The decision of the Client as to whether any person is to be refused admission to any premises occupied by or on behalf of the Client and as to whether Local Partnerships has failed to comply with clause 11.7 shall be final and conclusive.

11.9 If Local Partnerships shall fail to comply with clause 11.7 within a reasonable time of written notice so to do, then the Client may terminate the relevant Contract in accordance with clause 40.3A.2.

11.10 Local Partnerships shall maintain up-to-date personnel records of its Personnel engaged in the provision of the Services and, on request, provide reasonable information to the Client

concerning its Personnel. Local Partnerships shall ensure at all times that it has the right to provide such information in compliance with the applicable Data Protection Legislation.

12. ACCESS TO PREMISES

- 12.1 Unless otherwise agreed, use of any land or premises (including temporary buildings) made available to Local Partnerships by the Client in connection with a Contract shall be made available to Local Partnerships free of charge and shall be used by Local Partnerships solely for the purpose of performing that Contract. Local Partnerships shall have the use of such land or premises as licensed and shall vacate the same upon the termination or expiry of the relevant Contract. Access to the Client's premises shall not be exclusive to Local Partnerships but only such as shall enable the performance of the Services concurrently with the execution of work by others.
- 12.2 The Parties agree that there is no intention on the part of the Client to create a tenancy of whatsoever nature in favour of Local Partnerships or its Personnel and that no such tenancy has or shall come into being and the Client retains the right at any time to use any premises owned or occupied by the Client.
- 12.3 Local Partnerships and its Personnel shall observe and comply with all rules and regulations in relation to the use of such premises as determined by the Client, and pay for the cost of making good any damage caused by Local Partnerships or Local Partnerships' Personnel other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, or to plant, fixed equipment or fittings in the buildings. Local Partnerships shall notify the Client immediately on becoming aware of any such damage caused to such premises.
- 12.4 Local Partnerships shall comply with all reasonable security requirements of the Client while on the premises, and shall procure that all of its Personnel shall comply with such requirements. Where relevant the Client shall provide Local Partnerships upon request with copies of its written security procedures.
- 12.5 The Client and Local Partnerships shall agree an appropriate form of identification to be carried by Local Partnerships Personnel and displayed at all times when they are on the Client's premises.
- 12.6 Local Partnerships shall ensure that all reasonable requests and instructions of the Client whilst on Client-owned premises are adhered to.
- 12.7 Local Partnerships shall ensure that all its Personnel have been instructed about fire risks, as notified in advance by the Client to Local Partnerships, and that they are expressly forbidden to smoke while on any premises owned or controlled by the Client.

13. EQUIPMENT AND MATERIALS

- 13.1 All equipment or materials (the “**Equipment**”) brought onto the Client's premises by Local Partnerships (including its Personnel) shall be at Local Partnerships' own risk. Local Partnerships shall arrange the transport and removal of such Equipment at its own expense.
- 13.2 On completion of the Services, Local Partnerships shall remove the Equipment and shall clear away from such part or parts of the Client's premises that have been occupied by Local Partnerships in the provision of the Services all waste arising out of the Services and leave such part or parts of the Client's premises that have been occupied by Local Partnerships in the provision of the Services in a neat and tidy condition.

14. GOODS AND MATERIALS OF THE CLIENT

- 14.1 All goods and materials issued by the Client in connection with any Contract shall remain the property of the Client and shall be used in the execution of that Contract and for no other purpose whatsoever without the prior approval in writing of the Client.
- 14.2 Such goods and materials shall be deemed to be in good condition when received by or on behalf of Local Partnerships unless it notifies the Client to the contrary within ten (10) Working Days or such other time as specified in the relevant Contract.
- 14.3 Local Partnerships shall keep all such goods and materials used in the performance of the Services in good, clean and serviceable repair, unless and to the extent (including all the time) such goods and material are not deemed to be in good condition under clause 14.2, for the proper performance of the Services and the Client shall be under no liability in respect thereof.
- 14.4 Local Partnerships shall return such goods and materials following completion of the Services and shall be responsible for all loss of, or damage to and the costs of repair to, or the replacement of them, if and to the extent such loss or damage is caused by a breach by Local Partnerships of its obligations under the relevant Contract, prior to their re-delivery to the Client.
- 14.5 Local Partnerships shall, following completion of the Services, return the goods, materials, work or records held, including any back up media, in good condition, fair wear and tear excepted.

15. HEALTH AND SAFETY

- 15.1 Local Partnerships and its Personnel shall comply with all relevant parts of the Health and Safety Regime.
- 15.2 The Client will notify Local Partnerships of any health and safety hazards which may exist or arise at the Client's premises and which may affect Local Partnerships' performance of a Contract.

15.3 While on the Client's premises Local Partnerships and its Personnel shall comply with:

15.3.1 any health and safety measures implemented by the Client; and

15.3.2 the Client's own policies and procedures relating to health and safety,

in each case as notified in advance from time to time to Local Partnerships.

15.4 Local Partnerships shall notify the Client immediately in the event of any incident occurring in the performance of a Contract on the Client's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

16. INTELLECTUAL PROPERTY

16.1 It shall be a condition of this Agreement and each and every Contract that, except to the extent that the Services incorporate material or designs furnished or provided by the Client, the Services will not infringe any Intellectual Property Rights of any third party and Local Partnerships shall indemnify the Client against all actions, suits, claims, demands, losses, charges, costs and expenses which the Client may suffer or incur as a result of or in connection with any breach of this clause 16.1.

16.2 All Intellectual Property Rights used or produced in the course of the performance of any Contract (in whatever format and including but not limited to specifications, instructions, plans, drawings, patents, patterns, models, designs or other material) and which are:

16.2.1 furnished to or made available to Local Partnerships by the Client shall remain the property of the Client;

16.2.2 pre-existing and belonging to or used by Local Partnerships in relation to the performance of a Contract shall be the subject of a perpetual, irrevocable, royalty free licence granted to the Client (and Local Partnerships shall procure the relevant licences from any third party whose Intellectual Property Rights Local Partnerships uses in relation to any Contract) to enable the Client to use any and all Intellectual Property Rights created under that Contract;

16.2.3 prepared by or for Local Partnerships for use, or intended use, in relation to the performance of a Contract shall belong to and shall vest in the Client absolutely.

16.3 Local Partnerships shall promptly, at the Client's request do all such further acts and execute all such documents as the Client may reasonably require (i) to give effect to the licences granted in accordance with clause 16.2.2; and (ii) for the purpose of securing all Intellectual Property Rights assigned under clause 16.2.3.

- 16.4 Local Partnerships shall not have the right to use any data, reports, drawings, specifications, designs, inventions, plans, programs or other material referred to in clause 16.2.1 or 16.2.3 for its own commercial purposes (including, for the avoidance of doubt, in any presentations) except upon obtaining the prior written consent of, and subject to such terms and conditions as may be imposed by, the Client. Such consent shall not be unreasonably withheld by the Client.
- 16.5 Unless otherwise agreed, upon termination or expiry of any Contract Local Partnerships shall immediately return to the Client all materials furnished to or made available to Local Partnerships by the Client in accordance with clause 16.2.1.
- 16.6 Local Partnerships shall immediately notify the Client if any claim or demand is made or action brought against Local Partnerships for infringement or alleged infringement of any Intellectual Property Rights in connection with the performance of any Contract. Local Partnerships shall at its own expense and subject to the approval of the Client (such approval not to be unreasonably withheld or delayed) take all such steps including, but not limited to, modification of the Services (without reducing their quality or fitness for purpose) so as to avoid the infringement or alleged infringement and/or procuring a licence to use the Intellectual Property Rights in question.

17. POLICIES

- 17.1 Local Partnerships shall comply with any Client policies and further rules, codes of practice, procedures and standards, in each case as notified (together with copies or details of how to access copies) in advance to Local Partnerships. The Client shall throughout the Term ensure that any changes to any policies, rules, codes of practice, procedures and standards are brought promptly to the attention of Local Partnerships.

18. MONITORING, PROGRESS REPORTS AND INSPECTION

- 18.1 Local Partnerships shall comply with such monitoring arrangements as the Client may from time to time require and in any event shall provide such data and information relating to Local Partnerships' performance of any Contract as the Client may reasonably require within the timescales specified by the Client (acting reasonably in the circumstances).
- 18.2 Local Partnerships will submit a progress report on the provision of the Services to the Client on request.
- 18.3 Where a progress report, or other information pertaining to the progress of the performance of either Party of its obligations under a Contract, is submitted in connection with that Contract, the submission, receipt and acceptance of such a report, or other information, shall not prejudice the rights of either Party under the Contract.

- 18.4 The Client may, acting reasonably, inspect and examine the work or Services being carried out on the Client's premises without notice at any time.
- 18.5 Where any part of the work or Services is being carried out on premises other than the Client's premises, five (5) Working Days' notice of an intention to inspect shall be given to Local Partnerships where reasonably possible.
- 18.6 Local Partnerships shall give all such assistance as the Client may reasonably require for such inspection and examination.

19. MEETINGS AND MANAGEMENT INFORMATION

- 19.1 Unless and to the extent any Order Form provides otherwise (in which case relevant details in the Order Form shall prevail), Local Partnerships shall submit to the Client management information reports and such other information relating to the provision of the Services as the Client shall request on a calendar monthly basis unless otherwise agreed, covering the period since the date of the previous management information report.
- 19.2 The content of such reports shall be agreed between the Client and Local Partnerships following the date of the relevant Contract.
- 19.3 Local Partnerships and the Client shall meet on a quarterly basis (at such location and at such time as shall be agreed in advance in each case), unless the Client specifies otherwise, to review and discuss any issues relating to the performance of a Contract.
- 19.4 The Client may elect to conduct any meeting by audio or video conference.
- 19.5 Local Partnerships acknowledges that the Client may require it to respond to urgent requests for information and to attend meetings at short notice and Local Partnerships shall use all reasonable endeavours to comply with such requirements.

20. RECORDS AND AUDIT ACCESS

- 20.1 Local Partnerships shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of any Contract (or as long a period as may be agreed between the Parties), full and accurate records of the relevant Contract including the Services provided, all expenditure reimbursed by the Client, all payments made by the Client, and of the costs incurred in connection with that Contract.
- 20.2 Local Partnerships shall on reasonable request afford the Client or its auditors or representatives such access to those records as may be required by the Client.

21. CHARGES AND PAYMENT

- 21.1 Subject to the provisions of clause 32, the Charges shall be payable in arrears in accordance with this clause 21.
- 21.2 Excluding any payment due for expenses or disbursements reasonably and properly incurred by Local Partnerships and payable in accordance with any expenses policy or practice agreed with the Client, the Charges payable by the Client shall be the full and exclusive sum payable to Local Partnerships for the Services.
- 21.3 For the avoidance of doubt, the Charges shall (unless otherwise agreed by the Client in writing) include all royalties, licence fees or similar expenses in respect of making use or the exercise by Local Partnerships of any material, invention or design for the purposes of performing a Contract.
- 21.4 The Charges are exclusive of VAT. The Client shall pay the VAT on the Charges at the rate and in the manner prescribed by Law from time to time.
- 21.5 All invoices submitted by Local Partnerships to the Client shall be valid VAT invoices and shall be denominated in sterling.
- 21.6 Local Partnerships shall ensure that all invoices clearly show the following information:
- 21.6.1 the date and number of the invoice;
 - 21.6.2 the Finance Reference Number;
 - 21.6.3 the Order Number;
 - 21.6.4 Local Partnerships' name and address;
 - 21.6.5 name of Local Partnerships' Representative;
 - 21.6.6 the period and the Services to which the invoice relates;
 - 21.6.7 the Charges payable (and in the case of an interim invoice an estimate of the Charges required to provide the remainder of the Services);
 - 21.6.8 the sum of VAT payable and Local Partnerships' VAT registration number (if applicable);
 - 21.6.9 where relevant, the rates applied and the number of units, hours or part thereof (howsoever the Charges is calculated) worked in respect of each rate;
 - 21.6.10 the disbursements and expenses claimed; and

must be accompanied by a detailed breakdown of the disbursements and expenses claimed and of the number of units, hours or part thereof (howsoever the Charges are calculated) and the work undertaken by Local Partnerships' Personnel during each of the stated units, hours or part thereof (howsoever the Charges are calculated).

21.7 All invoices will be paid within thirty (30) days of a valid and agreed invoice being received by the Client (at its nominated address for invoices as set out in the Order Form). In the event that the Client considers that the submitted invoice (or any part of the same) is incorrect or incomplete the following procedure shall apply:

21.7.1 the Client will return the invoice to Local Partnerships as a query and raise any query or request for information with Local Partnerships (the "Query") within twelve (12) Working Days;

21.7.2 Local Partnerships shall answer any such Query within five (5) Working Days;

21.7.3 if on receipt of Local Partnerships' response to the Query the Client deems the invoice or any part of the same to be valid and agreed it will pay the invoice, or such part of the same, within thirty (30) days of receipt of Local Partnerships' answer in accordance with clause 21.7.2;

21.7.4 if on receipt of Local Partnerships' response to the Query the Client disputes any invoice (or part of the same) or other statement of monies due, the Client shall promptly notify Local Partnerships in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly. Local Partnerships shall promptly provide all such additional evidence as may be reasonably necessary to verify the disputed invoice (or part thereof) or request for payment. If resolved the Client will pay any agreed sum(s) within thirty (30) days of receipt of the additional evidence from Local Partnerships. If the Parties have not resolved the dispute within thirty (30) days of the Query, the dispute shall be resolved in accordance with clause 43 (Dispute Resolution). Where only part of an invoice is disputed, the undisputed amount shall be paid in accordance with the terms of this Agreement. Local Partnerships' obligations to supply the Services shall not be affected by any payment dispute.

21.8 Payment of invoices payable by the Client for Services supplied shall be made by way of the BACS system. The Client shall only consider an alternative method of payment where it can be determined that payment by way of BACS is not possible.

22. **NOT USED**

23. **SET OFF**

23.1 The Client may at any time set off any liability of Local Partnerships to the Client against any amounts owed to Local Partnerships by the Client under any Contract, whether such liability is present or future, liquidated or unliquidated, provided that such liability arises under the relevant Contract.

23.2 Any exercise by the Client of its rights under this clause 23.1 shall not limit or affect any other rights or remedies available to it under this Agreement, any Contract or otherwise.

24. **DISCRIMINATION AND EQUALITY**

24.1 Local Partnerships shall ensure that it complies with all relevant requirements of all current equalities Law, regulations and duties including but not limited to the Equality Act 2010 and all other similar Law ("**Equality Legislation**") in force from time to time together with any guidance or codes of practice issued by the Equality and Human Rights Commission and shall in addition discharge its obligations under any Contract and provide the Services in a manner consistent with the Client's equalities policies as notified, including with full details, in advance to Local Partnerships from time to time.

24.2 Local Partnerships shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

24.3 Local Partnerships shall provide any information reasonably requested by the Client in respect of such Equality Legislation in so far as it relates to the performance of any Contract.

24.4 The Client is required by the Welsh Language Act 1993 as amended together with the Welsh Language (Wales) Measure 2011 to maintain a Welsh language scheme. Local Partnerships shall where applicable comply with the Client's Welsh language scheme as updated from time to time and notified to Local Partnerships in writing.

24.5 Local Partnerships shall take all reasonable steps to secure the observance of this clause 24 by its Personnel.

25. **HUMAN RIGHTS**

25.1 Local Partnerships shall not (and shall ensure that Local Partnerships Personnel shall not) do or permit or allow anything to be done which may result in Local Partnerships acting incompatibly with the rights contained within the European Convention on Human Rights and the Human Rights Act 1998 or the Client being found to be in contravention of those rights.

25.2 Local Partnerships shall (and shall use its reasonable endeavours to procure that its Personnel shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of every Contract.

25.3 Local Partnerships shall undertake, or refrain from undertaking, such acts as the Client reasonably requests so as to enable the Client to comply with its obligations under the Human Rights Act 1998.

26. **CONFIDENTIALITY**

26.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 (if applicable) to any Confidential Information, Local Partnerships acknowledges that any Confidential Information obtained from or relating to the Client, and its employees, servants, agents or sub-contractors, is the property of the Client.

26.2 Each Party shall:

26.2.1 maintain in confidence any information or materials provided to it directly or indirectly by the other Party under, or in anticipation of a Contract, taking such reasonable security measures as it takes to protect its own confidential information and trade secrets;

26.2.2 treat all Confidential Information obtained as secret and confidential and safeguard it accordingly, and only use it for the purpose of the relevant Contract;

26.2.3 not disclose any Confidential Information to any other person other than to Personnel who have accepted obligations of confidentiality equivalent to this clause 26 and who need to have access to such information or materials in connection with the performance of the relevant Contract.

26.3 Without prejudice to clause 26.2.3 neither Party shall disclose any Confidential Information to any other person whatsoever without the prior written consent of the Party supplying it.

26.4 Each Party shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (without the other Party's prior approval in writing) or used other than for the purpose of the relevant Contract by its Personnel.

26.5 Without prejudice to the generality of the foregoing neither Local Partnerships nor any of its Personnel shall use the Confidential Information for the solicitation of business from the Client Personnel.

26.6 The provisions of this clause 26 shall not apply to any information which:

26.6.1 is or becomes public knowledge (otherwise than by breach of the relevant Contract); or

26.6.2 which is in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party; or

- 26.6.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 26.6.4 which is independently developed without access to the Confidential Information; or
 - 26.6.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure including any requirements on the Parties for disclosure under the FOIA or the EIRs and pursuant to clause 29 (Freedom of Information).
- 26.7 Nothing in this clause 26 shall prevent either Party from:
- 26.7.1 disclosing any Confidential Information which is required to be disclosed by an order of court or other competent tribunal or required to be disclosed by any applicable legal requirement; or
 - 26.7.2 disclosing such Confidential Information as is strictly necessary for the purpose of obtaining legal advice or for the examination or preparation of a Party's accounts to its legal advisors and accountants, provided that such legal advisors and accountants are bound by a professional duty of confidence.

27. SECURITY OF CONFIDENTIAL INFORMATION

- 27.1 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of a Contract, the Parties undertake to maintain appropriate security systems.
- 27.2 Each Party will immediately notify the other Party of any breach of security in relation to Confidential Information and all data obtained in the performance of any Contract and will keep a record of such breaches. The Parties will use their best endeavours to recover such Confidential Information or data however it may be recorded.
- 27.3 Each Party shall at its own expense co-operate with the other Party in any investigation undertaken by the other Party as a result of any breach of security in relation to Confidential Information or data.

28. OFFICIAL SECRETS ACTS 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989

- 28.1 Local Partnerships undertakes to abide by, and to ensure that its Personnel abide by, the provisions of:
 - 28.1.1 the Official Secrets Acts 1911 to 1989; and
 - 28.1.2 Section 182 of the Finance Act 1989 (disclosure of information relating to tax and other matters).

29. FREEDOM OF INFORMATION

29.1 Local Partnerships acknowledges that the Client is subject to the requirements of the FOIA and the EIRs and shall assist and co-operate with the Client to enable the Client to comply with relevant information disclosure requirements and/or any other related requirements that the Client may reasonably specify in relation to the FOIA and/or the EIRs.

29.1A The Client acknowledges that Local Partnerships may be subject to the requirements of the FOIA and the EIRs and shall assist and co-operate with Local Partnerships to enable Local Partnerships to comply with relevant information disclosure requirements and/or any other related requirements that Local Partnerships may reasonably specify in relation to the FOIA and/or the EIRs where Local Partnerships is not strictly subject to the requirements of the FOIA and/or the EIRs but nonetheless wishes to comply with the spirit of the same.

29.2 Each Party acknowledges that the other Party shall be responsible for determining in its absolute discretion whether:

29.2.1 to disclose any information which it has obtained under or in connection with a Contract to the extent that that Party is required to disclose such information to a person making a request for information under the FOIA or the EIRs ("an RFI");

29.2.2 any information is exempt from disclosure under the FOIA or the EIRs.

29.3 Each Party acknowledges that the other Party may be obliged under the FOIA or the EIRs to disclose information subject to an RFI with or without consultation with the other Party. Where a Party is consulted then that Party shall respond with any views within five (5) Working Days.

29.4 In no event shall the other Party respond directly to an RFI unless expressly authorised in writing to do so by the Party receiving the RFI.

29.5 Each Party shall promptly provide all necessary assistance as reasonably required by the other Party to respond to an RFI by providing such information and access to documents and records as the other Party reasonably requires in order to answer a disclosure request within the relevant time for compliance set out in the FOIA or the EIRs (as the case may be).

30. DATA PROTECTION

30.1 Local Partnerships shall (and shall procure that its Personnel shall) comply with all Data Protection Legislation and in particular any notification requirements under the Data Protection Legislation. Both Parties shall duly observe all their respective obligations under any Data Protection Legislation which may arise in connection with this Agreement and/or any Contract.

30.2 In this clause 30 "Personal Data" and "Processor" have the same meaning as given in the General Data Protection Regulation (Regulation (EU) 2016/679).

30.3 Notwithstanding the general obligation in clause 30.1, where Local Partnerships is processing the Personal Data as a Processor for the Client, Local Partnerships shall:

- 30.3.1 ensure that it has in place appropriate organisational and technical 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);
- 30.3.2 take reasonable steps to ensure the reliability of Personnel who have access to and/or responsibility for the Personal Data and ensure that such Personnel are obliged to keep the Personal Data confidential;
- 30.3.3 act only in accordance with instructions given by the Client;
- 30.3.4 provide the Client with such information as the Client may reasonably require to satisfy itself that Local Partnerships is complying with its obligations under the Data Protection Legislation;
- 30.3.5 promptly notify the Client of any breach of the security measures required to be put in place pursuant to this clause 30;
- 30.3.6 inform the Client promptly and in any event within five (5) Working Days following its receipt of any statutory request made by any data subject pursuant to the Data Protection Legislation and offer the Client such assistance as is necessary for the Client to respond to any such request;
- 30.3.7 not transfer any of the Personal Data to a country outside the European Economic Area without the Client's express consent;
- 30.3.8 not engage any subcontractor to process the Personal Data without the written consent of the Client (not to be unreasonably withheld or delayed and provided always that such consent is deemed given in respect of any of the Key Personnel (including, for the avoidance of doubt, any replacements approved under clause 11.3));
- 30.3.9 ensure that any subcontractor that is engaged to process the Personal Data is subject to obligations in respect of the Personal Data that are equivalent to those imposed on Local Partnerships under this clause 30.3; and
- 30.3.10 ensure it does not knowingly or negligently do or omit to do anything which places the Client in breach of the Client's obligations under the Data Protection Legislation.

31. PUBLICITY

- 31.1 Local Partnerships shall participate in promotional events at the reasonable request of the Client.
- 31.2 Local Partnerships shall report all new business arising from any marketing activities required by this clause 31 to the Client.
- 31.3 Except with the prior written consent of the Client (such consent not to be unreasonably withheld or delayed) Local Partnerships shall not make any press announcement or publicise this Agreement and/or any Contract in any way. The Client shall use reasonable endeavours to notify Local Partnerships in advance of any press announcement or publicity it intends to release in relation to this Agreement (or any Contract).
- 31.4 Local Partnerships shall provide the Client with a copy of all marketing and promotional material relating to a Contract for approval (not to be unreasonably withheld or delayed) before any such material is published and shall not publish such material without the Client's prior written approval.
- 31.5 Local Partnerships shall ensure the observance of the provisions of clauses 31.1, 31.2, and 31.3 by its Personnel (including Key Personnel).
- 31.6 If the Client reasonably believes any text comprised in all or part of material published under clause 31.4 becomes incorrect, incomplete or misleading, the Client shall notify Local Partnerships and Local Partnerships shall immediately on receipt of such notice cease using such text.
- 31.7 If requested Local Partnerships shall use the branding provided by the Client in all its materials when delivering the Services and must comply with the Client's branding guidelines and/or any other relevant guidance issued by the Client from time to time.
- 31.8 Subject always to the Client's obligations in relation to Confidential Information of Local Partnerships under this Agreement and any Contract, Local Partnerships agrees that the Client may include accurate and fully up-to-date details about Local Partnerships' organisation and business, this Agreement and the Services in its promotional materials, press releases and announcements and Local Partnerships further agrees to cooperate with the Client's reasonable requests to achieve the production of such materials.
- 31.9 The Client shall be entitled to publicise this Agreement and any Contract in accordance with any legal obligation upon the Client, including any examination of this Agreement and any Contract by the Public Sector Audit Appointments Limited, Wales Audit Office and the Client's external auditors.

31.10 The Parties acknowledge that the Public Sector Audit Appointments Limited and Wales Audit Office have the right to publish details of this Agreement and any Contract (including Confidential Information) in its relevant reports to Parliament and the National Assembly for Wales to the extent permitted by Law.

32. CHANGE CONTROL

General change

32.1 Any variation to the terms of this Agreement in relation to a particular Contract and agreed by the Parties prior to the relevant Services Commencement Date shall be set out in the Order Form as special conditions.

32.2 Change Control Requests shall:

- (a) be substantially in the form set out in Schedule 2;
- (b) contain the information set out in Schedule 2 and any other information that is reasonably necessary to enable the other Party properly to evaluate the requested change and its implications; and
- (c) be prepared in good faith, acting reasonably, and shall be complete, accurate and not misleading.

32.3 Change Control Requests may be originated either by the Client or by Local Partnerships or may be originated by the Parties jointly.

32.4 Where a Party is in receipt of a Change Control Request, that Party shall notify the other Party whether the Change Control Request is accepted or rejected within ten (10) Working Days of receipt by that Party of the Change Control Request.

32.5 No Change Control Request shall be binding on the Parties unless the requirements of the Change Control Procedure have been satisfied and the Change Control Request has been agreed in writing by an authorised representative of each of the Parties.

32.6 Either Party may make changes to the provision and/or delivery of the Services without issuing a Change Control Request where, in the reasonable opinion of that Party, such changes have no impact on the Charges and no material impact on the provision and/or delivery of the Services, provided always that such changes are agreed and recorded in writing. Where a change is made pursuant to this clause 32.6 there shall be no increase in the Charges.

32.7 If a dispute arises as to whether any requirement of the Client or Local Partnerships is a Change Control Request or a change pursuant to clause 32.6 the matter shall be dealt with in accordance with clause 43 (Dispute Resolution).

32.8 If a Change Control Request or any change pursuant to clause 32.6 cannot be agreed then there shall be no change.

Legislative change

32.9 Local Partnerships shall bear the cost of complying with all Law and any amendments thereto. In the event that a change in Law necessitates a material change to the performance of a Contract and provided that such change could not have reasonably been foreseen by Local Partnerships at the date of the relevant Contract, the Parties shall enter into negotiations in good faith to make such adjustments to the Charges as may be necessary to compensate Local Partnerships for any additional fees as are both reasonably and necessarily incurred by Local Partnerships in accommodating such changes. If the Parties cannot reach agreement on such charges within a reasonable time, then either Party may, in each case in its discretion, terminate the relevant Contract in whole or in part. For the avoidance of doubt, any costs associated with compliance with new data protection legislation are expressly acknowledged by the Parties to have been reasonably foreseeable with effect from the Commencement Date.

33. CONFLICTS OF INTEREST

33.1 Local Partnerships shall take appropriate steps to ensure that neither Local Partnerships nor any of its Personnel (including its Key Personnel) is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of Local Partnerships or any of its Personnel (including its Key Personnel) and the duties owed to the Client under any Contract. Local Partnerships will disclose to the Client full particulars of any such conflict of interest which may arise as soon as possible after becoming aware of it.

33.2 If pursuant to a disclosure under clause 33.1 the Client and Local Partnerships agree in writing an arrangement with or course of action to be taken by Local Partnerships to manage any such conflict, Local Partnerships shall (and shall ensure that its Personnel) comply with the terms of such arrangement or the course of action and shall notify the Client immediately if the agreed arrangement or course of action has or is likely to become ineffective.

34. CORRUPT GIFTS, PAYMENTS OF COMMISSION AND PREVENTION OF BRIBERY

34.1 Local Partnerships:

34.1.1 shall not, and shall procure that its Personnel (including its Key Personnel) shall not, in connection with this Agreement and/or any Contract commit a Prohibited Act;

- 34.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Client, or that an agreement has been reached to that effect, in connection with the execution of this Agreement or any Contract, excluding any arrangement of which full details have been disclosed in writing to the Client before execution of this Agreement/the relevant Contract.
- 34.2 Local Partnerships shall:
- 34.2.1 if requested, provide the Client with any reasonable assistance to enable the Client to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010;
- 34.2.2 promptly following a request by the Client (such requests not to be more frequent than once a year unless and to the extent the Client has reasonable grounds to believe that a breach of this clause has occurred), certify to the Client in writing (such certification to be signed by a senior officer of Local Partnerships) compliance with this clause 34 by Local Partnerships and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement or any Contract. Local Partnerships shall provide such supporting evidence of compliance as the Client may reasonably request.
- 34.3 Local Partnerships shall have an anti-bribery policy (which shall be disclosed to the Client as soon as reasonably practicable following a request for the same) to prevent any of its Personnel (including its Key Personnel) from committing a Prohibited Act and shall enforce it where appropriate.
- 34.4 Local Partnerships shall keep records of any hospitality received (or offered but not accepted) by its Personnel (including its Key Personnel) during the Term, and shall on request provide the same to the Client.
- 34.5 If any breach of clause 34.1 is suspected or known, Local Partnerships must notify the Client immediately.
- 34.6 If Local Partnerships notifies the Client that it suspects or knows that there may be a breach of clause 34.1, Local Partnerships must respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit books, records and any other relevant documentation.
- 34.7 The Client may terminate a Contract and/or this Agreement by written notice with immediate effect if Local Partnerships or its Personnel (including its Key Personnel) (and in all cases whether or not acting with Local Partnerships' knowledge) breaches clause 34.1 in relation to this Agreement and/or the relevant Contract.

- 34.8 Any notice of termination under clause 34.7 must specify:
- 34.8.1 the nature of the Prohibited Act;
 - 34.8.2 the identity of the party whom the Client believes has committed the Prohibited Act;
and
 - 34.8.3 the date on which the relevant Contract and/or this Agreement will terminate.
- 34.9 Notwithstanding the provisions of clause 43, any dispute relating to:
- 34.9.1 the interpretation of clause 34; or
 - 34.9.2 the amount or value of any gift, consideration or commission,
- shall be determined by the Client and its decision shall be final and conclusive.
- 34.10 The Parties agree that the Client may recover from Local Partnerships the amount or value of any gift, consideration or commission given in contravention of this clause 34, together with all costs to the Client of terminating and entering into an alternative arrangement with another supplier.

35. SUSTAINABILITY

- 35.1 Local Partnerships shall perform each and every Contract in accordance with the Client's environmental policies as notified to Local Partnerships from time to time and in any event will use reasonable endeavours in the performance of each and every Contract to:
- 35.1.1 conserve energy, water, wood, paper and other resources;
 - 35.1.2 reduce waste and recycle;
 - 35.1.3 phase out the use of ozone depleting substances; and
 - 35.1.4 minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health or the environment.
- 35.2 Local Partnerships shall, during the Term, maintain the environmental, ethical and sustainable standards reasonably required of it by the Client.

36. LIMITATION OF LIABILITY

- 36.1 Nothing in this Agreement or in any Contract shall limit or exclude the liability of either Party for:
- 36.1.1 death of or personal injury to any individual resulting from negligence;

- 36.1.2 fraud or fraudulent misrepresentation; or
 - 36.1.3 any other act or omission, liability for which may not be limited under any applicable Law.
- 36.2 Subject always to clauses 36.1 and 37, and notwithstanding any other provision contained herein, the total liability of Local Partnerships (whether under contract, tort (including negligence) or statutory provision) for any one event or series of events arising from the same incident in the performance of Local Partnerships' obligations and arising under or in connection with any Contract shall in no circumstances exceed £1,000,000.00 (one million pounds).
- 36.3 Subject always to clause 36.1, in no event shall either Party be liable to the other for:
- 36.3.1 indirect or consequential loss or damage; and/or
 - 36.3.2 loss of profits; and/or
 - 36.3.3 loss of business; and/or
 - 36.3.4 loss of revenue; and/ or
 - 36.3.5 loss of goodwill,
- save as expressly provided for under the terms of any Contract.
- 36.4 The provisions of clause 36.3 shall not be taken as limiting the right of the Client to claim from Local Partnerships for any:
- 36.4.1 additional operational and administrative costs and expenses reasonably and properly incurred and mitigated; and/or
 - 36.4.2 any loss or damage,
- in each case resulting directly from the default of Local Partnerships, including any default (wilful or otherwise) of its Personnel and/or Key Personnel.
- 36.5 The Parties expressly agree that should any limitation or provision contained in this clause 36 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any Party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out in this clause 36.

37. INDEMNITY

37.1 Local Partnerships shall indemnify and keep the Client indemnified in full against all direct costs, liabilities, expenses, damages and losses (including but not limited to any legal and other professional fees and expenses awarded against or incurred or paid by the Client) as a result of or in connection with:

37.1.1 any claim made against the Client by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of any Contract by Local Partnerships or its Personnel (including its sub-contractors); and

37.1.2 any claim made against the Client for actual or alleged infringement of a third Party's Intellectual Property Rights arising out of, or in connection with, the Services.

37.2 If a payment due from Local Partnerships under this clause is subject to tax, (whether by way of direct assessment or withholding at its source), the Client shall be entitled to receive from Local Partnerships such amounts as shall ensure that the net receipt, after tax, to the Client in respect of the payment is the same as it would have been were the payment not subject to tax.

38. INSURANCE

38.1 Local Partnerships shall hold and maintain the following insurance cover with the following minimum levels of cover (or such higher level as is consistent with Good Industry Practice and any applicable Laws) with a reputable insurance company:

38.1.1 professional indemnity: £1,000,000.00 (one million pounds) in aggregate;

38.1.2 public liability including products liability: £5,000,000.00 (five million pounds) in aggregate; and

38.1.3 employer's liability: £5,000,000.00 (five million pounds) in aggregate.

38.2 Local Partnerships shall from time to time and upon being given not less than two (2) Working Days' notice when so required by the Client produce satisfactory evidence of the relevant policy of insurance and cover including receipts for premiums.

38.3 If Local Partnerships fails or is unable to maintain insurance in accordance with this clause 38, or fails to provide evidence in accordance with clause 38.3, the Client may (so far as it is able), purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable, proper and mitigated costs and expenses it incurs in doing so from Local Partnerships.

38.4 Local Partnerships' liabilities under this Agreement and/or any Contract shall not be deemed to be released or limited by Local Partnerships taking out the insurance policies referred to in this clause 38.

39. FORCE MAJEURE

39.1 Subject to the remaining provisions of this clause 39 either Party to a Contract may claim relief from liability for non-performance of its obligations to the extent any non-performance is due to a Force Majeure Event.

39.2 A Party cannot claim relief if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

39.3 An Affected Party cannot claim relief as a result of a failure or delay by any other person in the performance of that other person's obligations under an agreement with the Affected Party (unless that other person is itself prevented from or delayed in complying with its obligations as a result of a Force Majeure Event).

39.4 The Affected Party shall immediately give the other Party written notice of the Force Majeure Event. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the Affected Party, and any action the Affected Party proposes to take to mitigate its effect.

39.5 As soon as practicable after the Affected Party's notification, the Parties shall discuss in good faith and endeavour to agree a means of performing the relevant Contract so far as reasonably possible for the duration of the Force Majeure Event. In the event that the Parties fail to agree a means of performing that Contract within two (2) calendar months from the date of the Affected Party's notification, either Party may in its absolute discretion elect to terminate the relevant Contract in whole or in part.

39.6 The Affected Party shall use all reasonable endeavours to continue to perform, or resume performance of the relevant Contract for the duration of such Force Majeure Event.

39.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure ceases or no longer causes the Affected Party to be unable to comply with its obligations under the relevant Contract. Following such notification, the relevant Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.

40. TERM AND TERMINATION

- 40.1 This Agreement shall be deemed to have commenced with effect from the Commencement Date and, unless terminated earlier in accordance with the provisions of this clause 40, shall continue in force for so long as the Client remains a party to the Members' Agreement.
- 40.2 Each Contract shall expire when Local Partnerships has provided the Services to the reasonable satisfaction of the Client in accordance with the Order Form (unless terminated earlier in accordance with the terms of this Agreement or the relevant Contract or otherwise lawfully terminated).

Termination of Agreement and/or Contract on Local Partnerships' default

- 40.3 The Client may terminate this Agreement and/or a Contract immediately by written notice to Local Partnerships:
- 40.3.1 where Local Partnerships commits a material breach (which includes but is not limited to (i) the committing of a series of breaches which when taken together amount to a material breach and (ii) the persistent or repeated breach of the same clause) and:
- 40.3.1.1 Local Partnerships has not remedied the material breach to the satisfaction of the Client within twenty (20) Working Days, or such other period as may be specified by the Client acting reasonably, after issue of a written notice specifying the material breach and requesting it to be remedied; or
- 40.3.1.2 the material breach is not, in the reasonable opinion of the Client, capable of remedy.
- 40.3.2 where Local Partnerships commits a breach of any of clauses 24, 25, 26, 27, 28, 30, 33 or 34.
- 40.3.3 where any warranty given by Local Partnerships in clause 4 is found to be untrue or misleading.

Termination of a Contract (only) on Local Partnerships' default

- 40.3A The Client may terminate a Contract only (and not also the Agreement) immediately by written notice to Local Partnerships where the Client wishes to exercise its entitlement to terminate a Contract under and in accordance with clauses 8.2 or 11.9 in relation to the relevant Contract.
- 40.3B For avoidance of doubt, where the Client is entitled to terminate a Contract under clause 40.3A, the Client shall not also or as an alternative be entitled to terminate the Agreement and/or any

Contract under clause 40.3 (and no breach which shall entitle the Client to terminate a Contract under clause 40.3A shall be or be part of a “material breach” for the purposes of clause 40.3.1).

Termination on Client's default

40.4 Local Partnerships may terminate this Agreement and/or a Contract immediately by written notice to the Client:

40.4.1 where the Client commits a material breach (which includes but is not limited to (i) the committing of a series of breaches which when taken together amount to a material breach and (ii) the persistent or repeated breach of the same clause) and:

40.4.1.1 the Client has not remedied the material breach to the satisfaction of Local Partnerships within twenty (20) Working Days, or such other period as may be specified by Local Partnerships acting reasonably, after issue of a written notice specifying the material breach and requesting it to be remedied; or

40.4.1.2 the material breach is not, in the reasonable opinion of Local Partnerships, capable of remedy.

40.4.2 where the Client commits a breach of clauses 26 and/or 27.

Termination on insolvency

40.5 Without affecting any other right or remedy available to it, the Client may terminate this Agreement and/or a Contract with immediate effect by giving written notice to Local Partnerships if:

40.5.1 Local Partnerships suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

40.5.2 Local Partnerships 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;

40.5.3 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 Local Partnerships (being a company or a limited liability partnership);

- 40.5.4 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 Local Partnerships (being a company or a limited liability partnership);
- 40.5.5 the holder of a qualifying floating charge over the assets of Local Partnerships (being a company or the limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over the assets of Local Partnerships or a receiver is appointed over the assets of Local Partnerships;
- 40.5.6 a creditor or encumbrancer of Local Partnerships 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 Local Partnerships' assets and such attachment or process is not discharged within 14 days;
- 40.5.7 any event occurs, or proceeding is taken, with respect to Local Partnerships in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 40.5.1 to clause 40.5.7 (inclusive); or
- 40.5.8 Local Partnerships suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Termination at will

- 40.6 Without affecting any other right or remedy available to either Party, the Client may terminate this Agreement and/or a Contract by giving Local Partnerships not less than thirty (30) days' notice in writing and specifying the termination date. Unless agreed otherwise Local Partnerships shall provide the Services until the termination date as specified in the notice.

41. CONSEQUENCES OF EXPIRY OR TERMINATION

- 41.1 Upon expiry or termination of this Agreement and/or (as the case may be) any Contract howsoever arising and subject always to the provisions of this clause 41:
 - (a) all rights and obligations hereunder and/or under the relevant Contract shall immediately cease and determine without prejudice to any rights of action then accrued hereunder and/or under such Contract including any rights which either Party may have in respect of a claim for damages for breach by the other Party of any of the terms hereof and/or of such Contract; and

(b) each Party shall return to the other Party all Confidential Information belonging to such Party and supplied in connection with this Agreement and/or the relevant Contract (as the case may be).

41.2 Upon termination of this Agreement howsoever arising the Client shall have the option either:

- (a) to require Local Partnerships to fulfil any or all Contracts unfulfilled at such date; or
- (b) to cancel any or all unfulfilled Contracts,

provided always that where the Client exercises its option to cancel any/all such Contracts, neither Party shall be entitled to bring a claim against the other Party for damages or otherwise in respect of such cancellation.

41.3 The termination of a Contract shall not affect this Agreement or any other Contract all of which shall continue in full force and effect.

41.4 Where, following a termination by the Client pursuant to clauses 40.3, 40.3A or 40.5 the Client re-lets a Contract, or any part of it, to an alternative supplier, Local Partnerships shall make good to the Client all reasonable, proper and mitigated costs and expenses it may incur in consequence of such re-letting.

41.5 Not used.

41.6 The following clauses shall survive the expiry or termination of this Agreement howsoever arising: this clause 41 and clauses 1, 14.4, 14.5, 16, 20, 23, 26, 27.2, 27.3, 28, 29 30, 31, 34, 36, 37, 38, 42, 43, 44, 50 and 51 together with such other provisions which are either expressed to survive, or by implication are intended to survive, expiry or termination of this Agreement.

41.7 The following clauses shall, in respect of such Contract, survive the expiry or termination of a Contract: 1, 14.4, 14.5, 16, 20, 23, 26, 27.2, 27.3, 28, 29, 30, 31, 34, 36, 37, 38, 42, 43, 44, 50 and 51 together with such other provisions which are either expressed to survive, or by implication are intended to survive, expiry or termination of a Contract.

41.8 At the Client's request Local Partnerships shall:

- 41.8.1 within five (5) Working Days of the date of termination or expiry of a Contract return or destroy at the reasonable request of the Client any data, personal information relating to the Client or its Personnel belonging to the Client in Local Partnerships' possession, power or control, either in its then current format or in a format nominated by the Client (in which event the Client will reimburse Local Partnerships' reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Client; and

41.8.2 provide (in legible and useable form) copies of such material, documents, data or information relating to the provision of the Services in Local Partnerships' possession, power or control as may be reasonably required by the Client within five (5) Working Days following a request by the Client and shall attend such meetings or provide such assistance as the Client may reasonable require.

42. OFFERS OF EMPLOYMENT

42.1 For the duration of each Contract and for a period of six (6) calendar months thereafter:

42.1.1 Local Partnerships shall not employ or offer employment to any of the Client's staff who have been associated with the provision of Services under that Contract without the Client's prior agreement in writing;

42.1.2 the Client shall not employ or offer employment to any of the Local Partnerships' staff who have been associated with the provision of Services under that Contract without Local Partnerships' prior agreement in writing.

43. DISPUTE RESOLUTION

43.1 In the event that any Party considers there to be a dispute with the other Party arising out of any Contract it shall, as soon as reasonably practicable, notify the other Party in writing, clearly setting out the nature and extent of the dispute. The Parties shall use reasonable endeavours to negotiate in good faith and settle any dispute as soon as practicable. Such negotiations shall take place in the first instance at an operational level within each of the Parties. In the event that any dispute is not resolved at that level the matter shall be escalated by each Party to an appropriate senior level within its respective organisation for further such negotiations.

43.2 If following escalation pursuant to clause 43.1 the dispute has not been settled within 15 Working Days of the date of the notice referred to in clause 43.1 or such other period as shall have been agreed between the Parties then the dispute may be referred to mediation (unless the Parties agree an alternative method of dispute resolution) under the supervision of the Centre for Effective Dispute Resolution, International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU ("CEDR"). Mediation shall commence by either Party serving on the other written notice setting out in summary the issues in dispute and calling upon that other Party to join in an approach to CEDR for the appointment of a mediator.

43.3 The mediation shall be conducted using a sole mediator in or substantially in accordance with CEDR's recommended agreement for the time being in use. The mediator must be a CEDR accredited mediator agreed between the Parties, or in default of agreement within ten (10) Working Days of notice of either Party calling upon the other to engage in mediation, appointed by CEDR (provided both Parties have agreed to mediation).

- 43.4 The Parties agree to co-operate fully and promptly and in good faith with CEDR and/or the mediator in the performance of their obligations under this clause. Both Parties will afford the mediator all necessary assistance which the mediator requires to consider the dispute including but not limited to full access to any documentation or correspondence relating to the matters in dispute. All negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in any future legal proceedings.
- 43.5 If, with the assistance of the mediator, the Parties reach a settlement, such settlement shall be reduced to writing and, once signed by duly authorised representatives on behalf of each of the Parties, shall remain binding on the Parties.
- 43.6 Unless agreed otherwise in the course of the procedure each Party shall bear its own costs of the mediation.
- 43.7 Except as provided in clause 43.8, nothing in any Contract shall prevent any Party at any time from referring any dispute to the courts of England and Wales.
- 43.8 Except as provided in clause 43.9, where the Parties have agreed an appropriate method of dispute resolution pursuant to clause 43.2 and the agreed process has commenced neither Party may refer a dispute to the courts of England and Wales. For the avoidance of doubt, this clause shall not prevent any of the Parties from so referring any dispute if the agreed process has been applied but the dispute has not been resolved.
- 43.9 Nothing in any Contract shall be taken to prevent or constrain either Party from seeking any injunctive or emergency relief.
- 43.10 Each Party's respective obligations to be carried out under any Contract shall not cease or be delayed by the invocation of this dispute resolution procedure.

44. NOTICES

- 44.1 Except as expressly provided otherwise in a Contract, no communications from one Party to the other shall have any validity for the purposes of this Agreement or any Contract unless made in writing. The Parties agree that email will be considered a satisfactory form of communication for the purposes of this clause 44.1.
- 44.2 Any demand or notice to be given or made in writing under this Agreement or any Contract will be deemed to have been duly given or made as follows:-
- 44.2.1 if sent by prepaid first class post on the second Working Day after the date of posting;
or
- 44.2.2 if delivered by hand upon delivery at the address provided for in this Agreement or the relevant Contract; or

44.2.3 if sent by email to the email address set out in the Order Form on the day of transmission,

provided however that if it is delivered by hand or sent by email on a day which is not a Working Day or after 4.00 p.m. on a Working Day it will instead be deemed to have been given or made on the next Working Day.

44.3 Any such demand or notice relating to a Contract will be addressed to and sent to the recipient at the address provided in the Order Form or at such other address as may from time to time be notified in writing by the Parties as being the address for service.

44.4 Any such demand or notice relating to this Agreement will be addressed to and sent to the following:

For the Client:

Address: Welsh Treasury, Welsh Government, Crown Buildings,
Cathays Park, Cardiff CF10 3NQ.

Marked for the attention of: Deputy Director, Innovative Finance

For Local Partnerships:

Address: 18 Smith Square, London SW1P 3HZ

Marked for the attention of: Local Partnerships' Chief Executive

45. ASSIGNMENT AND SUB-CONTRACTING

45.1 The Client may transfer, assign, novate, dispose or sub-contract the whole or any part of a Contract to another body constituted or authorised to discharge the functions and/or responsibilities of the Client. The Client shall be entitled to disclose to any successor, assignee, transferee or any other person or body entitled to the benefit of any Contract (each of the foregoing being referred to as "a transferee" in this clause 45.1) any Confidential Information of Local Partnerships. In such circumstances the Client shall authorise the transferee to use such Confidential Information only for purposes relating to the relevant Contract and for no other purposes and, for the avoidance of doubt, the transferee shall be bound by a confidentiality undertaking substantially similar to that in clause 26 (Confidentiality) in relation to such Confidential Information.

45.2 Local Partnerships shall not assign, novate, charge, transfer or otherwise dispose of any Contract, in whole or in part, without the prior written consent of the Client.

45.3 Subject to clause 45.3A, Local Partnerships shall not sub-contract all or any part of the performance of its obligations under a Contract without the prior written consent of the Client.

45.3A For the avoidance of doubt, the Client shall be deemed to have given its consent for the purposes of clause 45.3 to sub-contracting arrangements with any of the Key Personnel (including any replacements approved under clause 11.3).

45.4 Notwithstanding any sub-contracting permitted hereunder, Local Partnerships shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.

45.5 In the event that Local Partnerships, in accordance with the terms of a Contract, enters into a sub-contract in connection with that Contract, Local Partnerships shall ensure that a term is included in the sub-contract which requires payment to be made by Local Partnerships to the sub-contractor within a specified period, not to exceed thirty (30) days, from the date of receipt of a valid and undisputed invoice. The subcontract must also provide for the verification of any subcontractor invoice by Local Partnerships in a timely fashion.

46. **THIRD PARTY RIGHTS**

46.1 Save as otherwise expressly provided in this Agreement or in any Contract, a person who is not a Party to this Agreement or such Contract shall not have any rights under or in connection with it and shall not be entitled to enforce any part of it.

47. **FRAUD**

47.1 Local Partnerships shall safeguard this Agreement and any Contract against fraud generally and in particular fraud on the part of it or any of its Personnel. Local Partnerships shall notify the Client immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

48. **WAIVER**

48.1 The failure of either Party to insist upon strict performance of any provision of this Agreement or of any Contract, or the failure of either Party to exercise any right or remedy to which it is entitled under this Agreement, any Contract or by Law, shall not constitute a waiver of that or any other right or remedy and shall not cause a diminution of the obligations established by the same.

48.2 Waiver of any default shall not constitute a waiver of any subsequent default.

48.3 No waiver of any of the provisions of this Agreement or any Contract shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of clause 44 (Notices).

49. SEVERANCE

49.1 If any term or provision in this Agreement or any Contract shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of Law, such term or provision or part shall to that extent be deemed not to form part of this Agreement or any Contract but the validity and enforceability of the remainder of this Agreement or any Contract shall not be affected.

49.2 Each undertaking in this Agreement or any Contract shall be construed as a separate undertaking and if one or more of the undertakings contained therein is found to be unenforceable or in any way an unreasonable restraint of trade the remaining undertakings shall continue to bind the Parties.

50. GENERAL

50.1 No amendment, variation, waiver or other change to this Agreement or any Contract shall be valid unless made in writing and signed by a duly authorised representative of each Party (and, in the case of any Contract and where applicable, using the Change Control Procedure).

50.2 Except as otherwise expressly provided in this Agreement or by any Contract, the rights and remedies available to either Party for breach of the same are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies provided for under this Agreement, the applicable Contract, by Law or in equity.

50.3 The Parties acknowledge and agree that neither this Agreement nor any Contract shall constitute, create or otherwise give effect to a joint venture, pooling arrangement or partnership or similar arrangement between them. Nothing in this Agreement or in any Contract is intended or shall be construed to create a relationship of agency between the Parties. Accordingly, except as expressly authorised herein, neither Party shall have any authority to act or make representations on behalf of the other Party, and nothing herein shall impose any liability on either Party in respect of any liability incurred by the other Party to any third party.

50.4 This Agreement (together with any Contract) 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. Each Party acknowledges that in entering into this Agreement or any Contract, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set

out in this Agreement (or, in the case of a Contract, this Agreement and the relevant Order Form).

50.5 This 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.

51. GOVERNING LAW AND JURISDICTION

51.1 This Agreement and every Contract shall be governed by and construed in accordance with the Law of England and Wales as it applies in Wales.

51.2 Subject to the provisions of clause 43 (Dispute Resolution), each Party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any claim, dispute or difference concerning this Agreement or any Contract and any matter arising from or in connection with the same. Either Party may apply to those Courts for mandatory, injunctive or emergency relief and other relief as may be ancillary to a claim for such mandatory, injunctive or emergency relief or necessary in order to found such a claim.

IN WITNESS whereof the Parties hereto have executed this Agreement the day and year first before written.

SIGNED by

a duly authorised representative
for and on behalf of
LOCAL PARTNERSHIPS LLP

Signed: Sean Hanson

Print Name: SEAN HANSON

Position: CHIEF EXECUTIVE

Date: 22 AUG 2018

SIGNED by

a duly authorised representative
for and on behalf of
THE WELSH MINISTERS

Signed: [Signature]

Print Name: SEAN DAVIES

Position: Joint Director, Welsh Treasury

Date: 30/08/2018

Please
Sign &
date

ORDER FORM

[Note: Wording in square brackets/italics sets out matters which should be considered when completing this order form and should be deleted from the final version before use]

CONTRACT REFERENCE NUMBER:

FROM

Client:	The Welsh Ministers
Service address:	
Invoice address:	
Client Representative:	Name: Position: Phone: E-mail:
Order number:	<i>[To be quoted on all correspondence relating to this order]</i>
Finance Reference Number:	<i>[Insert appropriate finance desktop reference number allocated to the Contract]</i>
Order date:	

TO

Local Partnerships:	Local Partnerships LLP (partnership number OC346845)
For the attention of the Local Partnerships' Representative:	Name: Position: Phone: E-mail:
Address:	18 Smith Square, London SW1P 3HZ

1. SERVICES REQUIREMENTS

(1.1) Services and deliverables required:

(1.2) Services Commencement Date:
(1.3) Charges payable by Client and payment profile: <i>[To include details of rates and any agreed expenses policy]</i>
(1.4) Completion date* <i>(* indicate if you require a Programme of Work to be provided.)</i>

2. PERFORMANCE OF THE SERVICES
(2.1) Key Personnel to be involved in the provision of the Services:
(2.2) Location(s) at which the Services are to be provided:
(2.3) Contract monitoring arrangements:
(2.4) Management information and meetings:

3. CONFIDENTIAL INFORMATION
For the Client: (3.1) The following information shall be deemed Confidential Information: (3.2) Duration that the information shall be deemed Confidential Information:
For Local Partnerships: (3.3) The following information shall be deemed Confidential Information: (3.4) Duration that the information shall be deemed Confidential Information:

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4. DATA PROTECTION [DELETE AS APPLICABLE]

No Personal Data (as defined in the relevant legislation) is to be processed under the Contract.

OR

(Where the Contract will involve the collection, processing or other use of Personal Data you will need to include further details in relation to that processing in order to comply with the new data protection legislation. Advice should be sought from your Departmental Knowledge and Information Officer (DKIM) and/or your Information Asset Owner (IAO))

Description	Detail
Legal basis for processing	<i>[Discuss with your DKIM/IAO and insert which of the legal basis set out in GDPR that applies to the processing]</i>
Subject matter of the processing	<i>[Insert here a high level, short description of what the processing is about]</i>
Duration of the processing	<i>[Insert the start date and end date for processing data]</i>
Location of processing	<i>[Prior authorisation is needed from the Data Protection Officer if data is to be processed outside the EEA]</i> The data must be processed within the European Economic Area.
Nature of the processing	<i>[Insert the types of processing such as any processing operation or activity, for example, collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.]</i>
Purposes of the processing	<i>[It is important to be as specific as possible and ensure that you cover all intended purposes]</i> The purpose may include, for example, employment processing, a statutory obligation, recruitment assessment etc.]

Type of Personal Data to be processed	<i>[Insert the type of personal data to be processed, for example, name, address, e-mail address, date of birth, NI number, telephone number, pay, images, biometric data]</i>
Categories of data subjects	<i>[Examples of Data Subject Categories are, Staff (including volunteers, agents and temporary workers), customers/Clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc.]</i>
Plan for the return and/or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Insert a description of how long the data will be retained for, how it will need to be returned or destroyed. You should consider whether the supplier will need (and be able to retain a copy of the data for its own purposes after the end of the contract). If it will not you should specify that a written declaration from the supplier will be required that the data has been deleted.]</i>

5. SPECIAL CONDITIONS

(Use this only where you have agreed with Local Partnerships any variations to the Agreement in relation to the relevant Contract including any additional requirements or obligations that you want Local Partnerships to fulfil and which are not covered in the Agreement in relation to the relevant Contract (and which have been agreed in advance with Local Partnerships).

Note that it is advisable to seek legal advice when varying the Agreement in relation to an individual Contract.)

BY SIGNING AND RETURNING THIS ORDER FORM LOCAL PARTNERSHIPS AGREES to enter a legally binding contract with the Client for the Services specified in this Order Form incorporating the terms and conditions set out in the Agreement (as may be varied in accordance with paragraph 5 above) with effect from the date of signature of the last of the Parties to sign this Order Form below.

For and on behalf of Local Partnerships:

Name and title	
Signature	
Date	

For and on behalf of the Client:

Name and title	
Signature	
Date	

SCHEDULE 2
FORM OF CHANGE CONTROL REQUEST

Date:

Title of change:

Originator of Change Control Request:

Date of request:

Details of change requested:

Reasons for change:

Implications of change (including changes to the Contract):

- Charges
- Other

Timetable:

Client Representative: Signed.....

Local Partnerships' Representative: Signed.....

