

Transportation & Public Realm Consultancy Services 2017 Framework Agreement

SECTION A: Call-off Request Form (CRF)

Fill in white cells

to be completed by Employer (not to be amended by Consultant)

CRF Date:	25/03/2022	
Prepared by:-		
Employer:	Cheshire and Warrington LEP	
Service Address:	Wyvern House, The Drumber, Winsford, CW7 1AH	
Authorised Representative:	Rebecca Luck	
Job title:	Programme Manager	Authorised Representative
Section:	N/A	Authorised Representative
Tel:	07432 360226	Authorised Representative
Email:	Rebecca.luck@cheshireandwarrington.com	Authorised Representative
Invoice Address:	As above	(If different from service address)
Consultant:	Aecom, Jacobs, Mott MacDonald, WSP	
Main Option in Call-off Terms and Conditions		(tick as appropriate)
Option A (Priced contract with activity schedule)		[<input checked="" type="checkbox"/>]
Option C (Target contract)		[<input type="checkbox"/>]
Option E (Time based contract)		[<input type="checkbox"/>]
Option G (Term contract)		[<input type="checkbox"/>]
Secondary Options in Call-off Terms and Conditions		(tick as appropriate)
<i>(note: any additional information is set out in the optional statements cell in Section C)</i>		
Option X1 (Price adjustment for inflation)		[<input type="checkbox"/>]
Option X2 (Changes in the law)		[<input type="checkbox"/>]
Option X3 (Multiple currencies – use only with options A and G)		[<input type="checkbox"/>]
Option X4 (Parent company guarantee)		[<input type="checkbox"/>]
Option X5 (Sectional Completion – do not use with Option G)		[<input type="checkbox"/>]
Option X6 (Bonus for early Completion – do not use with Option G)		[<input type="checkbox"/>]
Option X7 (Delay damages of Section A)		[<input type="checkbox"/>]
Option X8 (Collateral warranty agreements)		[<input type="checkbox"/>]
Option X9 (Transfer of rights)		[<input type="checkbox"/>]
Option X10 (Employer’s Agent – authority to be set out in Section C Award Form)		[<input type="checkbox"/>]
Option X11 (Termination by the Employer)		[<input type="checkbox"/>]
Option X12 (Partnering)		[<input type="checkbox"/>]
Option X13 (Performance bond)		[<input type="checkbox"/>]
Option X18 (Limitation of liability)		[<input type="checkbox"/>]
Option X20 (Key Performance Indicators – do not use with Option X12)		[<input type="checkbox"/>]
Option Y(UK)1 (Project Bank Account)		[<input type="checkbox"/>]
Option Y(UK)2 (The Housing Grants, Construction and Regeneration Act 1996)		[<input type="checkbox"/>]
Option Y(UK)3 (The Contracts (Rights of Third Parties) Act 1999)		[<input type="checkbox"/>]

Award Procedure		
Mini-Competition / Direct Award		(delete as appropriate)

Timescales		
Section B and Call-off Tender deadline:	18/04/22	& Time(12:00)
Services Commencement date (starting date):	02/05/22	Note: forms part of Contract Data in Section C
Completion Date:	30/09/22	

1. Services Requirements		
1.1 Project Title:	Mid Cheshire and Middlewich Railway Lines Study	
1.2 Project Ref:	LEP/MCMR/RL/002	(e.g. WBC/TPDC/AD/001)
1.3 Brief description of work required: (250 characters max)		
See attached brief.		
1.4 Background & objectives:		
See attached brief		
1.5 Progress to date (if a continuation of previous work):		
Continuation of LEP/MCMR/RB/001 Mid Cheshire and Middlewich Railway Lines Study 2018.		
1.6 Scope:		
See attached brief		
1.7 Key deliverables:		
See attached brief		
1.8 Programme:		
See attached brief		
1.9 Earned Value Analysis: <i>(note: not part of the Call-Off Award Criteria, where applicable)</i>		
N/A		

2. Additional Requirements	If applicable
(2.1) Supplemental requirements in addition to Call-off Terms and Conditions and Framework Agreement:	Note: Include here any new provisions and additional policies to which Consultant must comply Note: To be completed by Employer and not amended by Consultant Note: KPIs to be defined by project and specified here
<i>Key Performance Indicators:</i> See attached brief	
<i>Other Additional Requirements:</i> See attached brief	
(2.2) Variations to Call-off Terms and Conditions:	Note: Include here any changes to selected Call-off Terms and Conditions Note: To be completed by Employer and not amended by Consultant Note: Add any Liquidated Damages/Performance Credit requirements
See attached LEP T&Cs. Amended mini-competition award criteria, to reflect the LEPs preferred criteria on the quality/price threshold for award.	
(2.3) Call-off Tender Requirements:	Note: Include here what is required in the Consultant's Call-off Tender in addition to the information in section B e.g. higher levels of insurance (if applicable), method statement, examples of deliverables, social value offering, Contract Data for Call-off Terms and Conditions.
See attached brief and LEP T&Cs.	

2.4 MINI-COMPETITION AWARD CRITERIA (if applicable)			
Criterion number	Criterion	Percentage weighting bands	Weighting to be applied
1	Price	40 – 60% <i>(variable per mini competition within this range)</i>	30% Price
2	Resourcing & Management Including staffing and methodology	30-50% <i>(variable per mini competition within this range)</i>	25% Proposed team 30% Methodology 55% Total
3	Programme	10-20% <i>(variable per mini competition within this range)</i>	5% Proposed Programme 5% Risk Management Approach 10% Total
4	Any requirement for CDM Health and Safety Management Plan	N/A	N/A
5	Understanding of the Brief	N/A	5%
<i>For further detail see the brief.</i>			

AREA OF WORK (Enter Y in the box to indicate relevant options)	
Transportation	
A. Transport Planning & Policy	F. Traffic Management & Road safety
A.1 Project management service	F.1 Accident investigation & prevention work
A.2 Transport policy research and development	F.2 Road safety training and education
A.3 Local Transport Plan development	F.3 Traffic & parking data collection, surveys & analysis
A.4 Development of area strategies	F.4 Safety audits
A.5 Transport development control	F.5 Area traffic studies
A.6 Stakeholder engagement and public consultation	F.6 Traffic Regulation Orders – survey, design & processing
A.7 Transport and traffic data collection & analysis	F.7 Signing strategy & design
A.8 GIS mapping & 3D visualisation	F.8 Street furniture review & de-cluttering strategies
B. Scheme development transport/traffic modelling	Public Realm & Asset Management
B.1 Transport/traffic model development	G. Highways & Structures
B.2 Scheme bid preparation & economic analysis	G.1 Highway maintenance strategy planning & development
B.3 Feasibility, preliminary & detailed design	G.2 Project management services
B.4 Non-motorised user audits	G.3 Highway design
B.5 Environmental assessment including EIA's	G.4 S38/S278 approvals
B.6 Public consultation	G.5 Principle designer
C. Public Transport	G.6 Project management & site supervision
Y C.1 Rail studies & policy advice	G.7 Street lighting design & approvals
C.2 Public transport strategy development	G.8 Structural testing of street lighting columns
C.3 Passenger transport infrastructure design	G.9 General & principle bridge inspections
C.4 Passenger transport smart cards/ ticketing	G.10 Abnormal load assessments
C.5 Passenger transport specialist ICT	G.11 Design and assessment of bridges/structures
D. Behaviour change & accessibility	G.12 Transport, traffic & asset data collection/ analysis
D.1 Travel planning	H. Drainage & flood risk
D.2 Personalised travel planning	H.1 Flood risk assessment
D.3 Accessibility planning & mapping	H.2 Drainage studies & design approval
D.4 Identification/delivery of sustainable transport projects	H.3 Drainage system modelling
E. Network Management & Parking	H.4 'SUDS' design and approval
E.1 Traffic & parking data collection & survey	I. Environmental Services
E.2 Network management duty	I.1 Air quality & noise monitoring
E.3 Network assessments	I.2 Ecology & habitat surveys
E.4 UTMC/UTC	I.3 Environmental studies & site investigation
E.5 Traffic signal assessment & installation	I.4 Town Planning Support
E.6 Traffic signal design & modelling	J. Other
E.7 Project management of traffic Signal/ UTMC	J.1 Please State
E.8 Parking management	
E.9 Freight strategy development & implementation	

Employer Action: Issue completed section to Consultant(s).

SECTION B: Covering Form to Call-off Tender

to be completed by Consultant

COMPANY NAME:

Prepared by:-

Name: Authorised Representative

Job title: Authorised Representative

Section: Authorised Representative

Tel: Authorised Representative

Email: Authorised Representative

REQUEST

Received: dd/mm/yy

Response sent: dd/mm/yy

3.1 Proposal, Methodology, and Project examples:**3.2 Proposed staff & relevant staff experience:****3.3 Management and Contract Monitoring arrangements:****3.4 Programme:****3.5 Fee proposal & tasks:**

Call-off Tender attached:

Y/N

Total cost:

£

Consultant Action: Return completed section and Call-off Tender to Employer.**By signing this Call-off Request Form and submitting it with the Call-off Tender the Consultant offers to perform the Services set out above for the stated price subject to the provisions of the Call-Off Terms and Conditions and the Framework Agreement.**

SIGNED BY A DIRECTOR

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

Director-----
Print Name-----
Date

SECTION C: Contract Award Form

to be completed by Employer

Contract awarded to:		(name of Consultant)
Contract to be undertaken as per Call-off Tender:		Y/N
Contract to be undertaken with the following refinements and clarifications:		
1.		
2.		
3.		
4.		
5.		

CONTRACT DATA for the purposes of the Call-off Terms and Conditions

Part One – Data Provided by the Employer

1 General:

The *services* are as set out in Section B unless otherwise provided for in this cell.

.....

The *Scope* is as set out in Section B unless otherwise provided for in this cell.

.....

The following matters will be included in the Risk Register:

.....

.....

2 The Parties' Main Responsibilities: The Employer provides access to the following persons, places and things

Access to:	Access Date:
.....
.....
.....

3 Time:

The *starting date* is

Where required, the Consultant submits revised programmes at intervals no longer than: (weeks)

4 Quality: (complete as appropriate)

Where required, the quality policy and quality plan are provided within (weeks) of the Contract Date.

Where applicable, the defects date is (weeks) after Completion of the whole of the services.

5 Payment:

The *assessment interval* is

Optional Statements:

The *completion date* for the whole of the *services* is:

The Consultant is to submit a first programme for acceptance within (*weeks*) of the Contract Date.

<i>Condition(s)</i> to be met	<i>key date(s)</i> to be met
.....
.....
.....

The period within which payments are made is:

The <i>expenses</i> stated by the Employer are:	
Item	Amount
.....
.....
.....

(insert additional information/definitions as required according to options selected in section A)

Part Two – Data Provided by the Consultant

The Consultant is:

Name

Address

The *key people* are:

(1) Name

Job

Responsibilities

Qualifications

Experience

(2) Name

Job

Responsibilities

Qualifications

Experience

The *staff rates* are

name/designation	rate
------------------	------

.....
-------	-------

.....
-------	-------

The following matters will be included in the Risk Register:

.....

.....

By signing this Contract Award Form the Employer and the Consultant agree that a Contract is formed subject to the provisions of the Call-off Terms and Conditions and the Frame the Framework Agreement.

SIGNED BY AN AUTHORISED SIGNATORY
FOR AND ON BEHALF OF WARRINGTON BOROUGH
COUNCIL

.....
Authorised Signatory

.....
Print Name

.....
Date

SIGNED BY A DIRECTOR
FOR AND ON BEHALF OF [NAME OF CONSULTANT]

.....
Director

.....
Print Name

.....
Date

SECTION D: to be completed by Employer Officer if needed**FIRST EXTENSION OF PROJECT**

Work to be undertaken with the following additional elements:

1.	
2.	
3.	

Total additional cost proposed by consultant:	£
Document reference (e.g. email quote dated dd/mm/yy):	

Fill in this section if a new PO has been raised to cover the project extension

Order number:		
Raised on:	dd/mm/yy	
Finance code/s:		(p.code or revenue code in SAP)
Order value:	£	

Fill in this section if the original PO value has been increased

Value of additional works agreed:	£
Revised order value:	£
Date of revised order:	dd/mm/yy

Employer Action: Issue completed section to Consultant for signature and return.

SIGNED BY A DIRECTOR

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

Director-----
Print Name-----
Date

SECTION E: to be completed by Employer Officer if needed

SECOND EXTENSION OF PROJECT

Work to be undertaken with the following additional elements:

1.	
2.	
3.	

Total additional cost proposed by consultant:	£
Document reference (e.g. email quote dated dd/mm/yy):	

Fill in this section if a new PO has been raised to cover the project extension

Order number:		
Raised on:	dd/mm/yy	
Finance code/s:		(p.code or revenue code in SAP)
Order value:	£	

Fill in this section if the original PO value has been increased

Value of additional works agreed:	£
Revised order value:	£
Date of revised order:	dd/mm/yy

Employer Action: Issue completed section to Consultant for signature and return.

SIGNED BY A DIRECTOR

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

Director

Print Name

Date

Copy and paste further extension sections if required.

Brief for the Mid Cheshire and Middlewich Railway Lines Study

1. Background to the Study

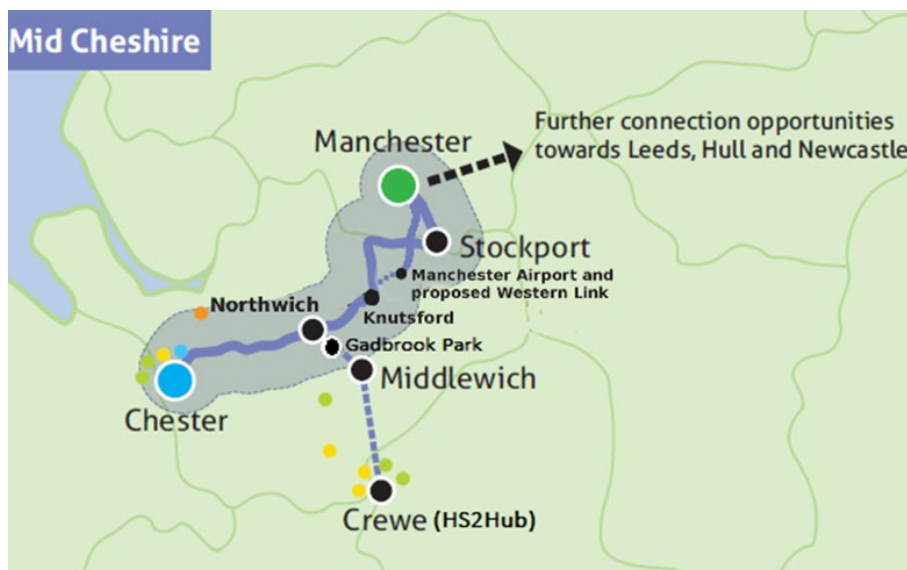
The Middlewich line is an existing single-track line which is used for freight movements and as a diversion route for passenger services for the West Coast Main Line. A station used to exist in Middlewich but was closed in 1960 and the station buildings were subsequently demolished.

The Cheshire & Warrington LEP was approached by Chris Grayling, in his capacity as the then Secretary of State for Transport, to assess the potential for re-opening the Middlewich railway line to passenger services and assess the potential for new stations at Middlewich and Gadbrook Park, alongside improving passenger services along the Mid Cheshire railway line.

The LEP, Cheshire East Council and Cheshire West and Chester Council, therefore, funded a feasibility study which commenced in May 2018. The work concluded that the reopening of the railway line was potentially feasible so the LEP and the two local authorities funded the development of a Strategic Outline Business Case which was completed in April 2020. This subsequent work concluded that the scheme has a strong strategic case, however the indicative service pattern that was considered required significant government subsidy and didn't offer good value for money. A bid was therefore made to the Restoring Your Railways Ideas Fund to enable further work to be undertaken.

2. Purpose of this Study

The purpose of this study is to develop a Strategic Outline Business Case for a scheme to re-open the Middlewich railway line to passenger services, provide new stations at Middlewich and Gadbrook Park, and interface with passenger services along the Mid Cheshire railway line. The study will include reviewing the work previously undertaken and developing a value for money scheme.



3. Context

The Cheshire and Warrington Local Enterprise Partnership (C&W LEP) area is one of the most productive and economically successful economies in the UK. Whilst key centres in this economy are served directly by the rail network a large part of it is characterised by old rolling stock, slow journeys and fragmented service patterns. Hence, for too many journeys rail travel either is not an option or when it is an option it does not match the convenience, comfort or cost of travel by car. To support the sub-region's aim of having the most sustainable, healthiest, most inclusive and fastest growing economy rail will need to play a greater part than it currently does. We need to revolutionise rail travel across the geography building on High Speed Two (HS2) investment to create effective access to labour markets, population centres, education, tourism, leisure and healthcare in order to unlock growth.

A pan-regional partnership comprising the; C&W LEP, Cheshire East Council, Cheshire West and Chester Council, Warrington Borough Council, North Wales' local authorities, Constellation Partnership, Growthtrack 360, Liverpool City Region and the rail industry has developed a comprehensive vision for improving rail services across the area. The priority is to increase connectivity for the intra-regional network by enhancing services through the proposed HS2 Crewe Hub and the other core hub stations (Chester, Warrington and Manchester Airport) to facilitate better interchange and hence open up a wider range of destinations. Our vision is to increase service frequencies, reduce journey times and improve the quality of the trains across the network to support the growing economy.

Currently east-west rail connectivity across the sub-region is particularly poor with a number of towns with either stations located away from the urban centre or towns not having a local station at all. Middlewich is an example of the latter. The Middlewich branch line runs from the Crewe/Manchester line near Sandbach via Middlewich to meet up with the Chester to Manchester Mid Cheshire line in a triangular junction near to Northwich Station. It currently has no scheduled passenger services running along it and the previous station at Middlewich was closed in 1960, with the buildings being subsequently demolished. The line was reduced to single track and is currently available for use by freight services (e.g. stone trains from the Peak District to access the West Coast Main Line) and as a diversion route for the WCML passenger services.

3.1. Opportunities to Deliver Sustainable Economic Growth

Provision of passenger services along the Middlewich line on to the Mid Cheshire Line opens up the opportunity for a large area to benefit from direct access to the Crewe Hub by rail. This includes Altrincham, Northwich, Knutsford and Middlewich together with the smaller villages along the Mid Cheshire Line. This access to the Crewe Hub would not only provide access to HS2 fast services (especially to London and Birmingham) but also a wide range of WCML and regional services thus significantly expanding the opportunities for rail commuting and business trips.

Middlewich is a market town with a population of around 13,700. The closeness to the M6 motorway has led to the creation of a large distribution and business park at Midpoint 18 and the town centre has about 80 retail units. The town is identified as a Key Service Centre which is expected to accommodate in order of 75 hectares of additional employment land and 1,950 new homes in the period to 2030. The town is not currently connected to the rail network but the Cheshire East Council Local Plan Strategy sets out an intention to safeguard land to explore the potential delivery of a new train station on the Middlewich line. Currently the nearest stations are at Holmes Chapel (c6km away, trains

to Manchester, Airport & Crewe) and Winsford (c5km away, trains to Liverpool, Crewe and Birmingham).

Northwich and adjoining Parishes with a population of over 75,000 has undergone £130m of public and private sector investment to transform the market town within recent years. The Local Plan (Part One) makes provision for at least 4,300 new homes and 30 hectares of additional land for business and industrial development, in the town up to 2030. Gadbrook Park is an established 100 ha business park located on the outskirts of Northwich on the A556, currently employing over 4,000 people and located adjacent to the Middlewich branch line but not connected to it.

The Cheshire West and Chester Local Plan identifies Gadbrook Park as a key site which will be retained and protected for continued employment purposes. The Local Plan (Part Two) proposals are for an allocation of 3 Ha for employment classes B1, B2, B8 within Gadbrook Park with a further 19 ha land allocated to the south A556/south-west Gadbrook Park for the same use classes. Outline planning permission has been granted for up to 180 new dwellings (ref: 15/01318/OUT) on a site located directly opposite the Park, on the A556; with planning permission for a further 170 dwellings granted on another site nearby. The Local Plan supports improvements and enhancements to the rail network and includes proposals to safeguard sufficient land for a railway station and car parking within the 19 Ha land allocation. A new station at Gadbrook Park would open up the ability for rail commuting to the business park, which has suffered from peak period road congestion allied to lack of public transport accessibility. This lack of accessibility has been a key feature in the decisions of a number of businesses to leave the park in recent times.

3.2. Interfacing with Crewe, Chester and Manchester

This study will need to take into account emerging work on the HS2 Crewe Hub, particularly with respect to available platform capacity and any pathing constraints prior to HS2 Phase 2a, during construction of Phase 2b and post completion of Phase 2b. This study will also need to take into account issues and work being undertaken by Cheshire West and Chester Council on proposed improvements to track capacity east of Chester station, including proposed improved facilities at the station, given its role as a key hub in the sub-region. The study will also need to take into account congestion between Stockport and Manchester and consider the findings of the South Manchester Rail Network Assessment & HS2 Preparedness work undertaken by TfGM. The work will also need to take account of the work currently underway for the Mid Cheshire Rail Study, also being led by TfGM, which is assessing the infrastructure requirements needed to facilitate the franchise commitment of 2 trains per hour on the Mid Cheshire Line. Emerging findings will be made available to the appointed consultant.

4. Previous Study Work

The previous study undertook work to:

- Identify and assess options for running passenger services on the Middlewich line, and assess the potential for improving passenger services along the Mid Cheshire railway line to support the continued economic growth of the area including:
 - Assessing the potential and feasibility for new stations at Gadbrook Park and Middlewich, including a market analysis and a broad assessment of the scale and location of stations;
 - Assessing and forecasting the potential levels of demand for new and improved services taking into account potential demand arising from:
 - the introduction of new stations at Middlewich and Gadbrook Park;
 - new developments across the area;

- the introduction of the new and improved passenger services, including from Chester/North Wales, Hale and Altrincham;
- For each of the two objectives above, the gross and net impacts were illustrated, to provide a clear understanding of the extent of transfer and abstraction of existing demand (and travel patterns, such as use of Northwich station switching to Gadbrook station) and revenue in addition to the residual demand and revenue that will be generated;
- Identifying the destinations and service patterns which would support the assessed levels of demand, including service option(s) that could use a Western Link to Manchester Airport;
- Identifying infrastructure capacity constraints and infrastructure enhancement options that would need to be addressed to deliver the identified passenger service options;
- Understanding the interactions with platform availability at the Crewe Hub and current and proposed services on the Mid Cheshire Railway Line, including access to other key destinations (e.g. Chester, Stockport and Manchester);
- Set out key components, key constraints and high-level infrastructure cost estimates, including operating costs of the identified passenger service options and any implications for subsidy for each identified option, including the provision of disabled access to existing stations, particularly Northwich;
- Assess the timing of key opportunities with regard to current rail franchises and the delivery of HS2, including any potential quick wins; and
- Identify a funding strategy for the potential options including the opportunity for 3rd party investment (wider interests as well as train operators).

Copies of the Options Assessment Report and the Strategic Outline Case will be made available to the successful bidder and are available to tenderers on request.

The work did not consider accessibility improvements at Northwich Station, as it was agreed with the wider stakeholder group that this would be taken forward via a different mechanism. Cheshire West and Chester Council commissioned a report to identify options to provide an unobstructed accessible route from at least one station entrance and all drop-off points associated with that entrance, to each platform and between platforms served by passenger trains at Northwich Station. In addition to this, the report includes options for providing an accessible facility for bus services operated by full size vehicles to call at the station. Improving station accessibility expands the passenger market for rail services at Northwich and encouraging sustainable travel choices which should strengthen investment business cases.

The previous work assessed a pattern of services which included a shuttle from Northwich to Chester to make up for the lack of the second train per hour not being delivered via the Northern franchise. It concluded that there was a strong strategic case, but the service patterns investigated did not give good value for money. It is intended that this Study will build upon this previous work with a view to developing a solution which offers better value for money, including assessing an option where it is assumed that 2 trains per hour will be operated on the Mid Cheshire Line with the associated additional costs not being attributed to this project. The consultants for the previous work recommended that the following be undertaken:

- Strategic Case – improvement of evidence base for housing, employment and deprivation and reviewing and strengthening the Options Assessment Report.
- Scheme Development – more in-depth assessment of infrastructure requirements, and formal Network Rail endorsement of infrastructure proposals. This will include consideration of Digital Railway.

- Scheme Development – further development of operating strategy, including routes, pathing, timetables & diagrams and wider impacts
- Economic Case – Demand Forecasting, including a transformational exogenous growth scenario and use of NoRMS to derive a patronage
- Economic Case – Development of Uncertainty Log and Sensitivity Testing
- Economic / Financial Case – refinement of CapEx and OpEx costs using updated information sourced above
- Economic Case – Appraisal and write-up
- Management Case – Stakeholder Engagement – a further round of engagement with Network Rail and TOCs will be undertaken.
- Management Case – A Funding Strategy and Delivery Programme to be developed
- SOBC drafting and resubmission (including Commercial and Management Cases)

In response to feedback from DfT on the RYR bid this study will also need to:

- Demonstrate further evidence of alignment with national and regional policies
- Demonstrate further evidence that a rail solution is preferable over other modes
- Demonstrate consideration of potential conflicts with other proposed new stations on the line and the impact on benefits
- Demonstrate evidence of journey time comparisons across modes
- Demonstrate further evidence and detail to provide assurance that capital costs have not been underestimated
- Provide an enhanced project timeline to include construction activities
- Demonstrate evidence of further engagement with Network Rail to assess the impacts on the current network
- Demonstrate evidence of support from the local community and business owners
- Demonstrate evidence of engagement with potential third-party funding source and any outcomes

5. Study Deliverables

The deliverables include a draft Strategic Outline Business Case (SOBC) by the end of August 2022 and a final SOBC by the end of September 2022 (in line with the guidance on preparing SOBCs for Restoring Your Railways projects). The SOBC should be generally in the order of 25-50 pages plus annexes and follow the 5-case model to comprise:

- Strategic Case setting out the case for change, including the need for intervention, the transport problem being addressed, and fit with local, sub-national and national policy.
 - Updated options assessment report.
- Economic Case comprising a proportionate approach to option appraisal for the shortlisted set of options that can be taken forward to the OBC stage. This will require a level of quantified appraisal of costs and benefits that has the ability to distinguish between options.
- Financial Case covering an initial assessment of the affordability of the options and proposed funding arrangements. At the SOBC stage, this area of analysis does not require completion, but the work done to inform the Economic Case (i.e. the development of costs and revenues across options) generally allows for some initial financial assessment to be undertaken.
- Commercial Case, which provides evidence on the commercial viability of the proposal and the procurement strategy that would be used, only requires initial work at the SOBC stage. The expectation would be that a procurement strategy is outlined for further development and refinement at the OBC stage.
- Management Case bringing together the various elements that make up the deliverability of the scheme, setting out what needs to be done, why, when and how, with measures in place to identify and manage any risks. This should be proportionate to the SOBC stage.

The SOBC should take account of how DfT and NR will review and prioritise the SOBC against other bids for funding and hence ensure that:

- the strategic case:
 - Explains the rationale for investment, identifies a transport problem
 - Establishes the case for change
 - Explains the scope of the intervention, if possible with SMART objectives
 - Explains, with evidence, how the investment will provide benefits to the 'levelling-up' agenda and reconnect communities, and tie into local or regional plans
 - Considers all options, including different transport modes
- the economic case covers the four key areas:
 - Cost – current and best cost estimates by option, including capital and on-going operational costs
 - Benefits – a description of potential benefits, monetising or quantifying where possible
 - Disbenefits – consider any disbenefits of the options, for example, impacts on current operations or competition such as bus services suffering losses
 - Value for Money – how strong is the value for money case? Based on the assessment of the benefits and costs, which option is likely to provide the best value?
- the SOBC considers operational delivery, in particular:
 - Railway network interfaces
 - Asset ownership, management and future maintenance
 - Operational Impact
 - Operating Costs

6. Study Management

The client comprises the following organisations:

- Cheshire & Warrington Local Enterprise Partnership
- Cheshire East Council
- Cheshire West & Chester Council
- Department for Transport

Day-to-day management of the study will be carried out by a client group comprising officers of the these organisations. The Client Senior Responsible Officer is Philip Cox, Chief Executive of the C&W LEP, and the Client Project Manager is Roy Newton, Transport and Investment Director of the C&W LEP

A working group will be established comprising officer representatives from the client organisations plus DfT, Network Rail, TfGM and Merseytravel, relevant Train Operating Companies. It is envisaged that this would meet regularly during the study.

Although a considerable amount of the work is technical, we want to make sure that it is rooted in, and properly reflects, the views and aspirations of users of the railway, as well as other stakeholders, hence a wider stakeholder reference group has also been established. It is envisaged that this group will be convened three times over the course of the study: at the beginning (around mid-May) for consultants to introduce themselves to the group and identify any key issues/priorities, once during the study for any local knowledge/comment/input process, and towards the end of the study to consider the emerging conclusions.

It is anticipated that the consultant would provide regular updates to the Client Group, undertake engagement with the Stakeholder Group and prepare a draft SOBC and final

SOBC for comment and approval by the Cheshire and Warrington Local Transport Body prior to submission to DfT.

The appointed consultant will be required to provide appropriate representation at the meetings set out above; assist with engaging key stakeholders, and producing summary meeting notes, and providing weekly progress notes. It is envisaged that most of the meetings will be via Microsoft Teams however meeting rooms will be provided by the client where face to face meetings are required.

7. Tender Submission

Tenderers must provide a full response to the requirements set out in this brief in no more than 30 pages including appendices, examples of previous projects and CV's. Proposals will need to be received by **12 (noon) on Monday 18 April 2022**. Any submission received after this time and date will not be considered. It is intended that bidders will be notified of the outcome via email within two weeks of this date; however this may be delayed slightly by availability of assessment panel members.

Consultants wishing to tender for this Study are required to submit their tender documents via the Chest, not exceeding a file size of **10Mb**.

The tender submission should include a full technical and financial proposal which should contain comprehensive information about the consultants' qualifications and expertise, the approach which would be adopted, the staff who would be employed on the project, the proposed study programme and the fees to be charged. Particular information to be presented should include the following:

Proposal for carrying out the Services

The tender submission should describe in detail how bidders would complete and present the outcomes of the tasks outlined above, identifying any additional tasks they feel would be appropriate in developing these activities, including proposals for keeping the client informed of emerging findings and changing risks to the project.

The work would constitute a resource for the Client to carry out future business case development. It is important that any data and modelling can be used in future either by the Client, the consultant responsible for its development or other consultants that might be appointed by the Client for specific tasks.

It is important that any evidence and the outcomes of any modelling and data should be readily accessible for use. Copies should be supplied of spreadsheets and output files from any modelling work in a format that can be used for future development of SOBCs.

Qualifications and Experience of the staff

The tender document should include the names of a designated project manager and key study team members together with a brief description of the qualifications and role to be played by each member of the team.

Details should be included on the technical and project management experience of the project team with respect to work on a similar scale and degree of complexity.

Details of the proposed location of the project team should also be provided. The curriculum vitae of each member of the team should be provided as an appendix.

Breakdown of Costs and Staff Inputs

The tender submission should contain a breakdown of the costs and expenses for the stage 1 study. All prices quoted should be in pounds sterling (£), Value Added tax (VAT) should be excluded.

A breakdown of staff time inputs per task should be provided and a summary of time and costs for each member of the study team. The tender should also indicate the rates that would be charged for any additional work which may arise during the commission.

The tender submission should also set out a cost estimate for undertaking Stage 2, broken down by task.

Sub Consultants

The tender submission should contain details of any sub consultants the Bidder would intend to employ for any of the tasks within this commission, including details on how any sub consultants would be managed and arrangements for checking the quality of work carried out by any sub consultants.

Timetable

Stage	Date
Invitation to Tender	w/c 21 March 2022
Deadline for Tender Queries	Fri 8 April 2022
Deadline for Tender Submissions	Mon 18 April 2022
Assessment of Tenders	19 to 22 April 2022
Award of Tender	w/c 25 April 2022
Commencement of Study	w/c 2 May 2022
Draft Final Report	End of Aug 2022
Completion of Study	End of Sept 2022

Evaluation Criteria

Scoring of Tenders will be undertaken in accordance with the Warrington Framework and on the basis of:

- Quality 70%
- Cost 30%

All tenders received will be considered based on the information submitted in the tender. The tenders will be evaluated upon the criteria shown in the table below.

Assessment Criterion	Weighting
Understanding of the brief	5
Methodology <ul style="list-style-type: none"> Proposed methodology 	30
Programme and Risk Management <ul style="list-style-type: none"> Proposed programme Risk management approach 	5 5
Proposed Team <ul style="list-style-type: none"> Technical capability and experience of nominated staff Time commitment of project manager Time commitment of senior staff Appropriateness of resource 	10 5 5 5
Price	30
Total	100

The lowest tender cost (Grand Total £) will be awarded the full 30% for Price and all other Tender costs will be divided into the lowest tender cost, multiplied by 100 and then weighted at 30% by multiplying by 0.3.

The remainder of the criteria will be assessed on the basis of the scoring matrix below with the appropriate weighting then applied.

Score	Category	Documentation	Detail	Suitability
0	Unsatisfactory	Not addressed	No relevant detail provided	Unable to assess suitability due to lack of evidence
1	Poor	Major deficiencies and response only minimally addresses the question	Little relevant / qualified detail	Little evidence of suitability
2	Partial	Partial satisfaction response covers some aspects of the question but with some deficiencies apparent	Contains some relevant detail, but response is incomplete	Some evidence of suitability
3	Satisfactory	Questions addressed in full, but response provides only basic responses	Complete but basic	Sufficient evidence of suitability
4	Good	Questions addressed in full and response contains a good level of detail	A good level of detail which evidences that the organisation has the capability to meet the requirements	Good evidence of suitability
5	Excellent	Questions addressed in full with response exceeding requirements and providing added value	An impressive level of detail which clearly evidences that the organisation has the capability to exceed the requirements	Excellent evidence of suitability

A capped fee will apply, with payments staged in line with completion of deliverables. The fee shall include all expenses including, but not limited to, travelling, subsistence and other disbursements in the delivery of the scope of services. This will include all support that the client might require to support or defend an adjudication event with a third party. No additional fees will be charged as this will fall as part of the scope required for delivery of the project. Any extraordinary expenses required by the client will be reimbursed on invoice substantiation and verification basis.

The consultant may also propose to carry out the whole of the services in accordance with the terms of the Framework Agreement for an alternative payment structure. The client reserves the right to accept or reject the alternative payment structure.

The fee shall remain valid for three (3) months from the "Service Proposal required by" date

Budget

The funding partners have identified a maximum budget of circa £100,000, however it should be noted that as part of this Competitive Tender the partners are looking to achieve maximum value and efficiency savings as part of this exercise.

Award of contract

The study will be awarded through and subject to the terms and conditions of the Warrington Transportation and Public Realm Consultancy Services Framework.

The Client will decide whom to award the contract to, based on an evaluation of proposals submitted and according to the criteria noted above.

The Client reserves the right not to accept the lowest or any tender/quotation and reserves the right to accept the whole or parts of tenders/quotations.

All study reports will be made available to the Client as hard copies and as electronic copies.

8. Further information and queries

If you require any clarifications relating to the information contained within this invitation to tender please contact Rebecca Luck (contact details below) before 12:00 noon on 8th April 2022.

Rebecca Luck
Programme Manager
Cheshire and Warrington Local Enterprise Partnership
Mobile: 07432 360226
Email: rebecca.luck@cheshireandwarrington.com

Any additional information provided by the LEP as a result of requests for clarification will be made available to all potential bidders.

To avoid a conflict of interest the LEP's Director of Transport and Infrastructure, Roy Newton, will not be taking part in the tender process.

9. Background Information Available

For the purposes of the study, the following evidence and information is available for use:

- Mid Cheshire And Middlewich Rail Study Strategic Outline Case (WSP, April 2020)
- Mid Cheshire And Middlewich Rail Study Options Assessment Report (WSP, March 2019)
- Strategic Vision for Rail (DfT November 2017)
- Cheshire and Warrington Strategic Economic Plan (C&WLEP, July 2017)
- Cheshire and Warrington Strategic Economic Plan Draft Transport Strategy (C&WLEP, April 2017)
- West and Wales Strategic Rail Prospectus (C&WLEP/Growth Track 360, February 2018)
- Strategic Transport Plan Draft for Consultation (TfN January, 2018)
- Long Term Rail Strategy Draft for Consultation (TfN, January 2018)
- West and Wales Strategic Development Corridor (TfN, work on-going)
- Cheshire East Council Rail Strategy (unpublished)
- Local Transport Plan 2011 to 2026 (Cheshire East Council, 2011)
- Local Transport Plan Update (Cheshire West and Chester Council, 2017)
- Constellation Partnership Rail Strategy (unpublished)
- HS2 Phases 2a and Phase 2b consultation documents (HS2 Ltd)
- Feasibility Study into Re-opening the Sandbach to Northwich Railway Line to Passenger Traffic, including Re-opening Middlewich Station Consultants' Feasibility Report (Mid Cheshire Rail Link Campaign, 2009)
- Mid Cheshire Rail Link Campaign Business Case And Update On Railway Consultancy Report (Mid Cheshire Rail Link Campaign, 2016)
- South of Manchester/South West Quadrant Rail Studies (TfGM, ongoing)
- Winsford Transport Strategy (Cheshire West and Chester Council, 2016)
- Northwich Transport Strategy (Cheshire West and Chester Council, 2018)
- Local Plan (Part One) Strategic Policies (Cheshire West and Chester Council, 2015)
- Local Plan (Part Two) Land Allocations and Detailed Policies Submission version (Cheshire West and Chester Council, 2018)
- South Manchester Rail Network Assessment & HS2 Preparedness (TfGM, ongoing)

<Insert Supplier name
Supplier address>

Attn: <Insert Supplier contact name>

By email to: <Insert Supplier contact email address>

Date: <Insert date>

Your ref: <Insert Supplier's reference,
if any>

Our ref: <Insert CWLEP reference>

Dear <Insert Supplier Contact Name>

Award of contract for the supply of <insert description of Services>

Following your tender/ proposal for the supply of <insert short description of services> to Cheshire and Warrington LEP (CWLEP), we are pleased to award this contract to you.

This letter (Award Letter) and its <Annex/Annexes> set out the terms of the contract between CWLEP as the Customer and <insert Supplier's name> as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "Conditions"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at <insert description of premises (including whether they are the Customer's premises, the Supplier's premises and/or a third party's premises and in each case the address)>.
- 2) The charges for the Services shall be as set out in <Annex 2 / the Supplier's quotation> dated <insert date>.
- 3) The specification of the Services to be supplied is as set out in <Annex 3 / the Supplier's quotation> dated <insert date>.
- 4) The Term shall commence on <insert the start date of the contract> and the Expiry Date shall be <insert the date on which the contract will end unless extended or subject to early termination>.
- 5) The address for notices of the Parties are:

Customer	Supplier
<insert name and address of Customer>	<insert name and address of Supplier>
Attention: <insert title>	Attention: <insert title>
Email: <insert email address>	Email: <insert email address>
- 6) The following persons are Key Personnel for the purposes of the Agreement:

<Name>	<Title>
--------	---------
- 7) For the purposes of the Agreement the <Add/delete policies are required. E.g. Staff Vetting Procedures/data security requirements/equality and diversity policy/ [and] environmental policy [is/are] specify where to be found>.

- 8) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.
- 9) In conducting the Services, the processing of Personal Data **<is/is not>** required.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: **<insert address>**. Within **<10>** working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to finance@cheshireandwarrington.com or by telephone 01606 812287 between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be **<insert Contract Manager name and contact details>** or, in their absence, **<insert secondary name and contact details>**.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to **<insert name>** at the above address **within <7>** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of Cheshire and Warrington LEP

Name: **<insert name>**
<insert job title>

Signature:

Date:

Name:

Buyer name (Procurement)

Signature:

Date:

We accept the terms set out in this letter and its **<Annex/Annexes>**, including the Conditions.

Signed for and on behalf of **<insert name of Supplier>**

Name: **[insert name]**
[insert job title]

Signature:

Date:

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer, CWLEP and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	take the meaning given in the UK GDPR.
“Customer”	means the person named as Customer in the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“DPA 2018”	means Data Protection Act 2018;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the UK GDPR and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“UK GDPR”	means the retained General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>);
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of

the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within <7> days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and

exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on

completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-licence) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement

containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with the provisions and obligations imposed by Data Protection Legislation
- 13.2 Where the Award Letter specifies that the processing of Personal Data is required the Supplier must comply with the terms set out in Annex <4> and Annex <5>.

14 Liability

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the CWLEP the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any

representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex <2>

<Charges>

Annex <3>
<Specification>

Annex <4>

Data Protection Agreement

(This annex is based on the recommended standard clauses provided within Crown Commercial Services PPN 02/18)

1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor unless otherwise specified in Annex <5>. The only processing that the Processor is authorised to do is listed in Annex <5> by the Controller and may not be determined by the Processor.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Annex <5>, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Personal Data Breach, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:

- (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex <5>);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with UK GDPR Article 46) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavors to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.6 of this Annex, the Processor shall notify the Controller immediately when it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

or

- (f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under Clause 1.5 of this Annex shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 of this Annex (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following a Personal Data Breach;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9 (1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;

- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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

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

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

Annex <5>

Processing, Personal Data and Data Subjects

<This annex should be completed by the Controller for each specific contract where it has been determined that the processing of personal data applies.>

1. The contact details of the Controller’s Data Protection Officer are:

<INSERT CONTACT DETAILS>

2. The contact details of the Processor’s Data Protection Officer are:

<INSERT CONTACT DETAILS>

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Annex

Performance Indicator	Description
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 1.1.</p> <p><It has been assumed that in the majority of cases there will be a single Controller. In instances where the Parties are Joint Controllers Clause 1.1-1.14 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in PPN 02/18.></p>
Subject matter of the processing	<p><Insert a high level, short description of what the processing is about i.e. its subject matter of the contract.</p> <p>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.></p>
Duration of the processing	<p><Clearly set out the duration of the processing including dates.</p> <p>Example: this could state that the supplier is only allowed to process personal data for the duration of the contract (i.e. the supplier could not continue to process personal data in relation to the contract past its expiry date)></p>

Performance Indicator	Description
Nature and purposes of the processing	<p><Insert all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.></p>
Type of Personal Data	<p><Provide all types of personal data that will be provided for Processing.</p> <p>Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc. ></p>
Categories of Data Subject	<p><Insert all types of Data Subject. Examples include: Staff (including volunteers, agents, and temporary workers), customers / clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.></p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p><Insert the duration of time the Processor should hold personal data provided by the Controller and how the data will be returned or destroyed.</p> <p>Example: The Controller may state that all personal data should be retained by a supplier for 6 months after the contract expiry, then deleted by the supplier from all electronic data sources.></p>