



drill

Disability Research on
Independent Living & Learning



**NATIONAL
LOTTERY FUNDED**

Getting Our Voices Heard

Services Contract

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Services Contract

This Contract is made this day of 2019

Between

Name Disability Action (NI)
Company Number NI019258
Address Portside Business Park
 189 Airport Road West
 Belfast
 BT3 9ED

Short Form Name DANI

And

Name
Company Number
Address

Short Form Name Service Provider

BACKGROUND

1. DANI is a registered charity (Charity Reference No. NIC100004), a voluntary organisation and a company limited by guarantee (Company No. 19258).
2. Disability Research on Independent Living and Learning (DRILL) is a 5 year Programme funded by the Big Lottery Fund (BLF). DANI is the Contract holder with BLF in respect of DRILL. DRILL is delivered by DANI in partnership with Disability Rights UK (07314865) of Plexal 14 East Bay Lane, Queen Elizabeth Olympic Park, London, England, E20 3BF, Disability Wales (01998621) of Brydon House, Caerphilly Business Park, Van Road, Caerphilly, Wales, CF11 8BL and Inclusion Scotland (SC243492) of Hayweight House, 23 Lauriston Street, Edinburgh, Lothian, EH3 9DQ (Partner Organisations). DRILL is governed by the Chief Executive of DANI and the Partner Organisations (or a person designated by the CEO).
3. DANI has been appointed by the Partner Organisations to procure the supply of services in respect of DRILL and the service provider has represented to DANI that it has the skills

and expertise necessary to supply those Services to the satisfaction of DANI and/or the Partner Organisations.

4. DANI wishes to engage the Service Provider to provide the Services and, in consideration for the fees and expenses as per Schedule D, the Service Provider has agreed to supply the Services on the terms and conditions of this Contract.
5. The Services are being provided by a consortium and so the Service Provider is the lead consortium and references to Consortium Member in this Agreement shall mean [insert company names numbers and addresses] individually and collectively.

It is agreed that:

A. General Provisions

A1. Definitions and Interpretations

The definitions and interpretations for this Contract are set out in Schedule F.

A2. Term of this Contract

This Contract starts on the Start Date for a period of 12 months and ends on the Completion Date, subject always to the termination, break and variations provisions in this Contract and provided always that DANI may extend for a period of up to 4 months in its absolute discretion.

A3. Provision of Services

A3.1 The Service Provider must make all reasonable enquiries of DANI to ascertain its requirements and provide the Services:

A3.1.1 with reasonable skill, care and diligence that would be reasonably expected from a prudent and experienced provider of services which are similar to the Services;

A3.1.2 in accordance with this Contract and all applicable laws, regulations, Standards and policies;

A3.1.3 in compliance with all reasonable directions and instructions provided by DANI; and

A3.1.4 to DANI's satisfaction.

A3.2 The Service Provider must provide each Deliverable by the due date specified for that Deliverable in this Contract. If either party considers a Deliverable due date may not be met, the Service Provider must provide DANI with a report identifying the nature of the delay, its cause and its anticipated duration. The report must also set out the procedures and resources (within the original budget) the Service Provider proposes to apply to overcome and rectify the delay and to ensure the impact of the delay is minimised and the future performance of the Contract is not adversely affected. The Service Provider acknowledges that a failure to meet any due date may result in DANI and/or the Partner Organisations suffering loss or damages for which the Service Provider shall be liable.

A3.3 The Service Provider warrants that:

A3.3.1 it has full corporate power and lawful authority to execute this Contract and to perform its obligations under this Contract; and

A3.3.2 it will be available to perform the Services throughout the term specified in Clause A2 and will not owe obligations to a third party during the term that are likely to adversely affect its capacity to perform the Services.

A4. Relationship

The Service Provider, in carrying out the Services, is an independent service provider and is not acting as DANI's servant or agent. The Service Provider cannot make any promise, warranty or representation, or execute any contract or deal on DANI's or any of the Partner Organisation's behalf.

A5. Severability

The parties agree that the provisions of this Contract are reasonable in all the circumstances. If any clause of this Contract, or part of a clause, is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Contract or that clause shall not be affected.

A6. Waiver

A failure by either party to enforce any part of this Contract will not affect the rights of that party to require performance by the other party subsequently. Any waiver of a breach of this Contract must be in writing signed by the party granting the waiver and will only be

effective to the extent specifically set out in that waiver. The waiver of any breach will not be taken as a waiver of any subsequent breach.

A7. Intellectual Property Rights

A7.a All Intellectual Property Rights arising out of the performance of the Contract by the Service Provider (including but not limited to Consortium Members, employees, agents or sub-contractors), including any Materials and any future Intellectual Property Rights, are hereby licensed to DANI and/or the Partner Organisations under Creative Commons Attribution Non – Commercial Share – Alike (CC BY-NC-SA 4.0).

A7.b Subject to A7.a, the remainder of this clause A7 shall apply to the extent that it does not conflict with A7.a and the Creative Commons Attribution Non – Commercial Share – Alike (CC BY-NC-SA 4.0). Should a conflict arise the terms of the Creative Commons Attribution Non – Commercial Share – Alike (CC BY-NC-SA 4.0) shall take precedence over the remaining terms of A7.

A7.1 All Intellectual Property Rights arising out of the performance of the Contract by the Service Provider (including but not limited to Consortium Members, employees, agents or sub-contractors), including any Materials and any future Intellectual Property Rights, are assigned to DANI on creation and will be owned by DANI and/or the Partner Organisations.

A7.2 The Service Provider must procure the necessary rights from its Consortium Members, employees, agents and sub-contractors to ensure their Intellectual Property Rights are assigned to DANI under Clause A7.1.

A7.3 The Service Provider grants DANI and/or the partner organisations a non-exclusive, world-wide, royalty free, perpetual, irrevocable licence (including the right to grant sub-licences) to use and disclose the Service Provider's Background IP to the extent necessary for DANI to use and exploit the Materials.

A7.4 The Service Provider must obtain consent from DANI before it publishes the results of any work undertaken in connection with this Contract, which DANI may withhold in its absolute discretion or grant subject to conditions.

A7.5 The Service Provider will do all things reasonably necessary (including assigning documents within a reasonable time) to

comply with the provisions of this Clause A7, at the request of DANI.

A7.6 The Service Provider will pay all royalties and fees on copyright, processes and register designs of any equipment, systems and publications used, installed or incorporated by the Service Provider as part of the Deliverable under this Contract and shall defend, at its expense, any third party claim that any Deliverable provided as part of the Services infringes UK Intellectual Property Rights. In the event that any damages are finally awarded against DANI in respect of such a claim or agreed by the Service Provider in final settlement, these will be paid by the Service Provider.

A7.7 DANI acknowledges that in the course of the delivery of the Services the Service Provider may:

A7.7.1 use products, materials or methodologies proprietary to the Service Provider or a third party; or

A7.7.2 produce proprietary material or methodologies that are not part of the Deliverables.

Subject to the provisions of this Contract, DANI agrees that it will not have, and will not obtain, rights to such proprietary products, methods and methodologies except pursuant to a separate written agreement in terms to be agreed.

A8. Sub-Contracting / Consortium Members

Sub-contracting

A8.1 DANI acknowledges and agrees that subject to A8.2 the Service Provider may sub-contract part of this Contract.

A8.2 If DANI consents to the Service Provider sub-contracting any part of this Contract by way of prior written consent under this Clause A8:

A8.2.1 it does not relieve the Service Provider of any obligation or duty attributable to the Service Provider under this Contract; and

A8.2.2 the Service Provider must ensure that a term is included in the sub-contract which requires the Service Provider to pay all sums due to the sub-contractor within a specified period not exceeding 30 days from the date of receipt of

a valid invoice (as defined by the terms of that sub-contract).

Consortium Members

A8.3 DANI acknowledges and agrees that subject to A8.4 the Service Provider will form a consortium. Consent to the formation of a consortium will be before commencement of this Agreement and any such Consortium Members will be detailed at the Background 5.

A8.4 The consortium does not relieve the Service Provider of any obligation or duty attributable to the Service Provider under this Contract.

A9. Assignment

A9.1 DANI may assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof provided that such assignment, novation or other disposal shall not increase the burden of the Service Provider's obligations pursuant to this Contract;

A9.2 The Service Provider may not assign, novate or otherwise dispose of its rights and obligations under this Contract.

A10. Conflicts of interest

The Service Provider must use its best endeavours to ensure that the Service Provider, its Consortium Members, employees or sub-contractors are not placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of such persons and the duties owed to DANI under the provisions of this Contract. Immediately on becoming aware or suspecting such a conflict, the Service Provider will disclose the particulars of the conflict to DANI and co-operate with any reasonable measure implemented by DANI to manage the conflict.

A11. Property

The Service Provider will supply, as its own cost, all equipment required to perform the Services.

A12. Notices

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service to the address of the party as set out at the front of this Contract (marked for the attention of the relevant representative set out in Clause A14 or, in the case of the Service Provider, the “Company Secretary”), or to such other address as the party may by notice have advised the other party, shall be deemed effectively given, if served personally at the time of serve and if served by post, 48 hours after it was posted provided such 48 hours expires on a working day (being Monday-Friday when the Banks in the city of Belfast are open to the public for business) and if not, such 48 hours shall be extended until the next working day.

A13. Special Conditions

The parties agree to comply with the Special Conditions.

A14. Representatives

A14.1 DANI’s representatives for this Contract are set out in Item 4 Schedule A.

A14.2 The Service Providers representatives for this Contract are set out in Item 5 of Schedule A.

A15. Special Conditions

A15.1 The parties do not intend for TUPE to apply upon the commencement or during the term of this Contract or upon its expiry or termination (whether in whole or in part). Consequently, the Service Provider shall ensure that its personnel are organised in a manner such that in the provision of its services and performance of its obligations, the Service Provider does not in any way or for any reason provide DANI with any dedicated personnel.

A15.2 The Service Provider shall indemnify and keep indemnified DANI in relation to all claims, costs, losses or expenses incurred by DANI in connection with any claim or demand from any of the Service Provider’s personnel arising out of this Contract.

B. Statutory Obligations and Regulations

B1. Audit

- B1.1 The Service Provider must keep and maintain until 2027 all information produced in the course of this Contract or relating to the Contract and all records of all expenditures which are reimbursable by DANI to the Service Provider or its Consortium Members, employees and sub-contractors which are paid for by DANI on a time chargeable basis, invoices and monthly reports. The Service Provider will on reasonable advance notice afford BLF's and/or DANI's and/or the Partner Organisations' representatives, access to such records.
- B1.2 The Service Provider (and any person acting on the Service Provider's behalf) must permit the Comptroller and Auditor General or appointed representatives, access at no cost upon reasonable notice to such documents (including computerised records and data) and other information relating to the Contract or the Services provided under the Contract as the Comptroller and Auditor General may reasonably require for the purposes of the Comptroller and Auditor General's financial audit of DANI and/or the Partner Organisations and for carrying out examinations into the economy, efficiency and effectiveness with which DANI has used its resources. The Service Provider shall furnish such explanations as are reasonably required for these purposes. This clause does not constitute a requirement or agreement for the examination, certification and inspection of the accounts of the Service Provider by the Comptroller and Auditor General under Section 6(3)(d) of the *National Audit Act* of 1983.
- B1.3 The provisions of this Clause survive the expiry or termination of this Contract until August 2027 (as required by the Big Lottery Fund).

B2. Prevention of corruption

- B2.1 The Service Provider undertakes to abide and procure that the Service Provider's employees, Consortium Members, servants, suppliers, sub-contractors and agents abide by the provisions of the *Bribery Act 2010* particularly in relation to the giving or offering of any gift, consideration or commission of any kind as an inducement or reward to any person employed by DANI and/or the Partner Organisations or acting on its behalf with the intention of influencing them in the discharge of any responsibilities associated with this or any other Contract with DANI and/or the Partner Organisations.

B2.2 Where the Service Provider or the Service Provider's Consortium Members, employees, servants, suppliers, sub-contractors or agents commit such an offence in relation to this Contract or any other contract with DANI and/or the Partner Organisations, DANI has the right to terminate this Contract and DANI may elect not to award any further contracts to the Service Provider concerned and may recover any costs incurred by the termination from the Service Provider. Provided always that such termination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to DANI and provided always that DANI may recover from the Service Provider the amount of value of such gift, consideration or commission.

B2.3 The decision of DANI will be final and conclusive in any dispute, difference or question arising in respect of:

B2.3.1 the amount of any such gift, consideration or commission;
and

B2.3.2 the right of DANI under this clause to terminate this Contract.

B3. Data protection and Access to information

B3.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

B3.2 Without prejudice to the generality of the foregoing, the parties shall comply with Schedule E (Data Protection Obligations) in relation to the provision of the Services.

B3.3 DANI may share information about this Contract with the BLF, the Partner Organisations, other organisations as well as with members of the public who make a valid request for information under the Freedom of Information Act 2000 either directly or through another organisation.

B3.4 DANI shall be responsible for determining in its absolute discretion whether any commercially sensitive information or other information is exempt from disclosure or may be disclosed either without consulting the Service Provider or following consultation with the Service Provider and having taken its views into consideration.

B4. Compliance with discrimination legislation and public duties

- B4.1 The Service Provider must not unlawfully discriminate against or treat unfairly anyone on the grounds of their sex, disability, age, religion or belief, sexual orientation, gender identity, political opinion, marital or civil partnership, pregnancy or maternity status within the meaning and scope of the provisions of the *Equality Act 2010*, the *Sex Discrimination (NI) Order 1976*, the *Race Relations (NI) Order 1997*, The *Disability Discrimination Act 1995*, the *Fair Employment and Treatment (Northern Ireland) Order 1998*, the *Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003* and the *Employment Equality (Age) Regulations (Northern Ireland) 2006*. In addition the Service Provider will meet its obligations under the public duties required by the *Equality Act 2010* (in Great Britain) and by Section 75 of the *Northern Ireland Act 1998* (in Northern Ireland). All communication and publications, websites or any other materials produced on behalf of DANI.
- B4.2 The Service Provider will co-operate with any investigations or proceedings concerning any alleged contravention of any of the legislative requirements and public duties as specified in the provisions of Clause B4.1 and will indemnify DANI in the case of any finding under the legislative requirements or public duties arising out of any acts or omissions by the Service Provider. This indemnity survives the expiry or termination of this Contract.
- B4.3 The Service Provider shall take all reasonable steps to ensure the observance of the provisions of Clauses B4.1 and B4.2 by all servants, employees or agents of the Service Provider and all sub-contractors, Consortium Members and suppliers employed in the execution of the Contract. It will ensure that those involved in the provision of the Services under this Contract receive appropriate training and equal opportunities legislation and associated good practice.

B5. Confidentiality

B5.1 Each party (**Receiving Party**) must:

- B5.1.1 keep secret and not disclose (and shall procure that its Consortium Members, employees, affiliates and sub-

contractors keep secret and do not disclose) any Confidential Information of the other party (**Disclosing Party**) to any third party except:

- B5.1.1.1 for disclosures permitted under Clause B5.2; and
- B5.1.1.2 to the extent the Receiving Party is required by law to disclose the Confidential Information of the Disclosing Party; and
- B5.1.2 only use the Confidential Information of the Disclosing Party for the purposes of this Contract.
- B5.2 The Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party's officers, employees and professional advisors who have a need to know (and only to the extent that they need to know) provided that before disclosure they have been directed to keep the Confidential Information confidential.
- B5.3 On the expiry or termination of this Contract the Receiving Party must deliver up to the Disclosing Party (or, at the Disclosing Party's written election, securely destroy) all Confidential Information of the Disclosing Party which is in its possession or control.
- B5.4 The Service Provider must clearly identify to DANI any business or trade secret which would prejudice the commercial interests of the Service Provider if disclosed pursuant of a Freedom of Information request.
- B5.5 DANI is entitled to disclose to any Partner Organisation and/or the BLF any Confidential Information of the Service Provider which relates to the performance of the Services by the Service Provider. In such circumstances, DANI shall authorise the Partner Organisation and/or the BLF to use such Confidential Information only for purposes relating to the performance of the Services and for no other purposes and shall take all reasonable steps to ensure that such body accepts an obligation of confidence.
- B5.6 The Service Provider must not provide any information regarding the delivery of the Services under this Contract, or permit photography or film in connection with Services or this Contract, without the prior written permission of DANI. Any

press, media or other enquiry about the Services or this Contract must be referred to the DANI Representatives.

B6. Publicity

- B6.1 The Service Provider (including its Consortium Members, sub-contractor(s), agents, servants, suppliers and employees) must not, without the prior written consent of DANI (which shall not be withheld unreasonably), advertise or publicly make any announcement regarding this Contract or that the Service Provider is undertaking work in respect of DRILL and/or for DANI.
- B6.2 In the event of any enquiries including media, Parliamentary or official enquiries being received by the Service Provider, its Consortium Members, sub-contractor(s), agents, servants, suppliers or employees about this Contract, the delivery of the Services or any other matter relating to the Contract, the service Provider or its sub-contractor(s), Consortium Members, agents, servants, suppliers or employees shall immediately refer the matter to DANI. Except for such referral, the Service Provider shall make no other formal or informal response without the prior written approval of DANI.
- B6.3 The Service Provider (including its Consortium Members, sub-contractor(s) agents, servants, suppliers and employees) must not commit any act, or omit to do any act, or do anything which attracts public or media attention that is prejudicial or otherwise detrimental to DRILL's and/or DANI's and/or the Partner Organisation's name, messages or reputation. If such an event does occur, the Service Provider must immediately notify DANI.

B7. Rights of Third Parties

A person who is not party to this Contract shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

C. The Services

C1. Service Provider's Personnel

C.1.1 DANI shall act reasonably and in good faith in making any decision or request of the Service Provider its employees, agents, suppliers, Consortium Members or sub-contractors under or pursuant to this Contract.

C.1.2 If DANI gives the Service Provider notice that any person must not become involved in or is to be removed from involvement in the delivery of the Services, the Service provide shall take all reasonable steps to comply with such notice.

C.1.3 In the event that through any default of the Service Provider, data transmitted or processed in connection with the delivery of the Services is either lost or sufficiently degraded to be unusable, the Service Provider shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any Charge levied for its transmission. Payment of cost or provision of any credit by the Service Provider in accordance with this Clause shall not prejudice or affect any other right or remedy which shall have accrued or shall thereafter accrue to DANI.

C.1.4 The Service Provider shall bear the cost of any notice, instruction or decision of DANI under this Clause C1 provided that DANI gives the Service Provider reasonable prior notice.

C.1.5 In the event that DANI is dissatisfied with the work of a Service Provider employee, Consortium Member or sub-contractor or wishes to remove them from the Services, DANI will request a meeting with the Service Provider to discuss such performance issues and provide evidence wherever possible. Both parties will seek to agree a plan to resolve such issues or if necessary the replacement of such personnel.

C2. Key Personnel

C.2.1 The Service Provider's Key Personnel for the provision of the Services are set out in Item 6 of Schedule A. The delivery of the Services shall be undertaken or directly overseen by the Key Personnel.

C.2.2 The Service Provider shall not without the prior written approval of DANI make any changes to the Key Personnel for the term of the Contract.

C.2.3 The Service Provider shall undertake all reasonable steps to ensure that the Key Personnel will remain for the term of the Contract. In the event of a Key Personnel's sickness or other emergencies, the Service Provider must consult DANI, and if required provide suitably qualified and experienced replacement personnel who are acceptable to DANI without additional charge or expense at the earliest possible opportunity.

C2.4 If, for any other reasons, changes in the Key Personnel become necessary:

C2.4.1 in the reasonable opinion of DANI due to such person's misconduct or repeatedly substandard work, then the Service Provider will provide replacement Key Personnel at the earliest opportunity (or at least within the reasonable time period specified by DANI) and no additional cost to DANI; or

C2.4.2 at the Service Provider's request, then such changes shall be subject to a minimum of twenty working days written notice by the Service Provider and the Key Personnel must be replaced at no additional cost to DANI.

C2.5 Subject always to the provisions of Clause C1.1, in the event that the service Provider having provided DANI with a number of alternatives is unable to provide replacement Key Personnel with the appropriate skills who are acceptable to DANI within sufficient time to enable the Service Provider to complete the delivery of the Services on time then DANI following consultation with the service Provider may obtain replacement personnel from other sources or terminate the Contract at its discretion. In event of termination DANI shall only be liable for work completed by the Service Provider up to the date of the termination and any committed costs which cannot be mitigated by the Service Provider on receiving the notice of termination. Such termination does not restrict any other right DANI may have under this Contract or by law.

C2.6 The parties shall discuss and agree whether a handover period is required and if so for how long (but for no greater than ten (10) working days), whereupon the Service Provider shall provide both the Key Personnel and the replacement personnel during this period at no extra charge.

C3. Standard of work

The Service Provider warrants that all staff assigned to the performance of the Services shall possess and exercise such skill and experience as necessary for the proper performance in the delivery of the Services and any training of staff to achieve or maintain this standard is at no cost to DANI.

C.4 Security of Confidential Information

C4.1 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Contract (“**Contract Data**”), the Service Provider undertakes to maintain security systems in accordance with good industry practice.

C4.2 Each party will immediately notify the other party of any breach of security in relation to Confidential Information and any Contract Data and will keep a record of such breaches. Each party will use its best endeavours to recover such Confidential Information or Contract Data however it may be recorded. Each party will co-operate with the other party in any investigation that such party considers necessary to undertake as a result of any breach of security in relation to Confidential Information or Contract Data.

C5. Monitoring of performance

C5.1 DANI will monitor the performance of the Service Provider under this Contract. The Service Provider agrees to assist DANI with its request in monitoring the performance, which may include (without limitation):

C5.1.1 regular meetings at working level and director level to confirm there is a clear understanding of scope of work, the interpretation of information, timetables, deadlines and timing of reports.

C5.1.2 security (and availability for inspection) of all relevant documentation; and

C5.1.3 the delivery of written reports in such format as DANI may reasonably require from time to time and, if appropriate, time sheets as may reasonably be required.

C5.2 DANI will provide the Service Provider any assistance specified and agreed at the Inception Meeting and scheduled to this Contract. The Service Provider agrees that no other assistance is required from DANI for the Service Provider to provide the Services. If the Service Provider has any reason to believe DANI will not provide the assistance, or DANI does not provide the assistance, the Service Provider must give DANI notice of that and accepts responsibility for, and will mitigate, the consequences of non-provision of the assistance until such notice is given.

C6. Reports

C6.1 The Service Provider shall provide a Progress Report to DANI on the dates agreed at the Inception Meeting and scheduled to this Contract, or at any time as DANI may require.

C6.2 The Service Provider will provide a Final Report to DANI on or before the date agreed at the Inception Meeting and scheduled to this Contract.

C6.3 The Service Provider must provide DANI with a Risk Report on DANI's reasonable request and maintain a Risk Register with DANI.

C6.4 The Service Provider shall provide reports in the format as reasonably required by DANI.

C6.5 If DANI requests additional information in respect of such reports, the Service Provider agrees to provide such additional information or updates within 10 days of the request.

C7. Surveys

The Service Provider shall not carry out any survey for DANI which includes any interviews or the circulation of questionnaires or similar documents without the agreement of DANI to the form and content of such interviews, questionnaires or other documents.

C9. Risk

The Service Provider must assess the risk of not being able to provide the Services for any reason in accordance with this Contract and apply appropriate risk mitigation strategies, and whatever resources are necessary, to ensure the Services are provided in accordance with this Contract.

C10. Variation of requirement

In the event that DANI wishes to amend any requirements of this Contract, the Service Provider agrees to negotiate the terms of change in good faith. The variation will be subject to the Change Control Procedure.

C11. Amendment of Contract

C11.1 This Contract (including its Schedules) and the Services may only be varied in writing under a Change Control Procedure via a Change Request signed by both parties.

C11.2 If a change in legislation has an impact on the Services, or increases the Service Provider's cost of providing the Services, either party may raise the matter under Change Control Procedure.

C11.3 Neither party will claim any cost of expense from the other party in connection with any Change Request including but not limited to reviewing, negotiating or discussing any Change Request.

C12. Continuous Improvement

C12.1 The Service Provider will at all times during the term of this Contract seek to improve value for money as set in the clauses below.

C12.2 The Service Provider shall adopt a policy of continuous improvement in relation to the Services pursuant to which it will regularly review with DANI the Services and the manner in which it is providing the Services with a view to reducing DANI's costs and/or improving the quality and efficiency of the Services. The Service Provider and DANI will provide to each other any information which may be relevant to assisting the objectives of continuous

improvement and in particular improving the quality and efficiency of the Services.

C13. Ethical considerations

- C13.1 The Service Provider shall comply with all relevant and necessary ethical legislation at all times.
- C13.2 The Service Provider shall achieve written ethical approval in respect of the Services. Ethical approval must be obtained by the Service Provider from either the DRILL Ethics Committee or an appropriate body (e.g. University Ethics Committee, Office for Research Ethics Committees (OREC), Health and Social Care Trusts Research or Development Offices) prior to the commencement of the Services.
- C13.3 This Agreement is therefore subject to the approval at C13.2 being granted. If such approval is not granted, DANI shall not be liable in any way to the Service Provider and this Agreement shall not commence.

C14. Vulnerable persons

- C14.1 This clause C14 applies if the Services involve work with children and/or young people under the age of 18, the Service Provider will take all reasonable steps to ensure their safety.
- C14.2 The Service Provider shall obtain the written agreement from the legal carer or guardian before having any direct contact.
- C14.3 The Service Provider shall have and carry out an appropriate written policy and have a set of procedures in place at all times to safeguard children and young people under the age of 18. This will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contactors who will supervise, care for or otherwise have significant direct contact with children and young people under the age of 18 with the appropriate agency which shall include but not be limited to Disclosure and Barring Service, Disclosure Scotland and/or Access NI.

- C14.4 If the Services involve work with adults at risk and/or adults in need of protection, the Service Provider shall take all reasonable steps to ensure their safety.
- C14.5 DRILL defines **adults at risk and/or adults in need of protection** as those *over the age of 18 who may be in need of community care services by reason of mental or other disability, age or illness; and who may be unable to take care of themselves, or unable to protect themselves against significant harm or exploitation.*
- C14.6 The Service Provider shall obtain the written agreement from the legal carer or guardian before having any direct contact.
- C14.7 The Service Provider shall have and shall carry out an appropriate written policy and have a set of procedures in place at all times to safeguard adults at risk and/or adults in need of protection. This will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contactors who will supervise, care for or otherwise have significant direct contact with adults at risk and/or adults in need of protection with the appropriate agency which shall include but not be limited to Disclosure and Barring Service, Disclosure Scotland and/or Access NI.
- C14.8 The Service Provider shall regularly review its policy and procedures to ensure they adhere to any applicable legislation and/or regulations.

D.PAYMENT

D1. Fees and expenses

D1.1 Subject to Clause D4, DANI will pay to the Service Provider the fees and expenses specified in Item 2 of Schedule D (except to the extent an invoice is in dispute) at the times set out and agreed in Item 3 of Schedule D and in the manner set out in Item 4 of Schedule D.

D1.2 The Service Provider will invoice DANI at the time set out in Item 5 of Schedule D. All invoices must:

D1.2.1 be correctly rendered.

D1.2.2 include the contract number.

D1.2.3 clearly identify and detail the Services provided during the period of the invoice; and

D1.2.4 be submitted in hard copy and electronic formats to DANI.

D1.3 value Added Tax, where applicable, shall be shown separately on all invoices.

D2. Recovery of sums due

Wherever under this Contract any sum of money is recoverable from or payable by the Service Provider, that sum may be deducted from any sum then due, or which at any later time may become due, to the Service Provider under this Contract or under any other agreement or contract with DANI.

D3. Final Payment

The Service Provider shall submit a final invoice to DANI within six weeks of the delivery of the final Services (or of termination of the Contract if that is earlier).

D4. Limitations on payment

D4.1 DANI is not required to pay the fees or expenses under Clause D1.1 if it has not received an invoice that complies with this Contract or if the Services have not been delivered to the satisfaction of DANI.

D4.2 Where DANI agrees to pay any expenses in connection with Contract, DANI is not required to pay if:

- D4.2.1 it is not satisfied that the expense was incurred by the Service Provider directly for the provision of the Services;
- D4.2.2 DANI does not receive a copy of an invoice indicating that the Service Provider paid for the expense;
- D4.2.3 in DANI's opinion, the expense is not reasonable as against DANI's policy on out of pocket expenses.

D5. Fee and invoice disputes

Any dispute about the fees or expenses under this Contract, or any invoice issued under this Contract, will be subject to the dispute resolution procedure set out in Clause G1.

Sample

E. Liability and Insurance

E1. Liability

E1.1 Without prejudice to any rights or remedies of DANI and subject to the provision of Clause E1.2, E1.3 and E1.4, the Service Provider indemnifies DANI, and agrees to keep DANI indemnified, against all actions, suits, claims, demands, losses, charges, costs and expenses made against DANI (or any of its employees, officers or agents) by any third party (including any current or former employees, officers or agents) by any third party (including any current or former Consortium Member, employee, servants, agent, supplier or sub-contractor) arising out of or in connection with this Contract or the relationship established by it and:

E1.1.1 loss or damage to any property;

E1.1.2 personal injury (whether fatal or otherwise) to any person;

E1.1.3 any fraudulent, unlawful or negligent act or omission of the Service Provider in connection with this Contract; or

E1.1.4 termination of this Contract for material breach under Clause F1.1.2.

E1.2 The indemnity contained in Clause E1.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of DANI, or any employee, servant, agent, Consortium Member, supplier or sub-contractor of DANI.

E1.3 The indemnity contained in Clause E1.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of DANI, or any employee, servant, Consortium Member, agent, supplier or sub-contractor of DANI.

E1.4 The Service Provider's liability under or in connection with the Services will be limited to the maximum amount set out in Item 10 Schedule A in respect of each incident or series of connect incidents. For the avoidance of doubt, nothing in this Contract shall limit the Service Provider's liability for death or personal injury due to the negligence of the Service Provider or its employees or for any breach or claimed breach of a third party's Intellectual Property Rights.

E1.5 DANI's liability under or in connection with the Services and this Contract will be limited to the maximum amount set out in Item 11 of Schedule A.

E1.6 The Service Provider acknowledges that DANI is procuring the Services in respect of DRILL on behalf of itself and the Partner Organisations and therefore any action, suit, claim, demand, loss, charge, costs and/or expense made against a Partner Organisation in connection with the Services will be recoverable under this Contract by DANI.

E2. Insurance

E2.1 The Service Provider shall have in force for the period of the Contract:

E2.1.1 employer's liability insurance in accordance with any legal requirement;

E2.1.2 public liability insurance for the sum of not less than the amount of £5million; and

E2.1.3 professional indemnity cover for the sum of not less than the amount of £5million.

E2.2 The Service Provider will provide confirmation from its insurance brokers that it has in place the insurance cover referred to in Clause E2.1 on request together with satisfactory evidence of payment of premium(s).

F. End of Contract and Breach

F1. Termination

F1.1 DANI may terminate this Contract immediately by notice in writing if:

- F1.1.1 any of the events described in Clause F1.3 happen;
- F1.1.2 the Service Provider commits a material breach of this Contract and (if such breach is capable of remedy) fails to remedy such breach within 30 days of being required by DANI in writing to do so;
- F1.1.3 the Service Provider does not comply with any of the terms, conditions and provisions of this Contract (including the Delivery Plan) and fails to remedy that breach (if that breach is capable of remedy) within 10 days of receiving a request from DANI to do so;
- F1.1.4 the Service Provider makes a material change in the nature, scale, costs, funding, ownership or timing of the Services;
- F1.1.5 the Service Provider makes a substantial modification to the Services affecting its nature or the conditions of its implementation;
- F1.1.6 the Service Provider has provided any information in the Delivery Plan or in supporting or subsequent correspondence that is found to be incorrect, misleading or incomplete;
- F1.1.7 the Service Provider does not refund to DANI any overpayment of money within 14 days of notice by DANI under clause D4.2.3; or
- F1.1.8 the Service Provider does not make satisfactory progress (as reasonably determined by DANI) towards completing the Services or meeting the requirements of the Delivery Plan (such as not achieving the Key Milestones on or before the relevant Key Milestone Date, or not achieving the Key Performance Indicators).

F1.2 If DANI terminates this Contract under Clause F1.1:

- F1.2.1 the service Provider will hand over to DANI all Materials in which DANI owns the Intellectual Property Rights including all work in progress;
- F1.2.2 DANI may, without prejudice to any other of DANI's rights, complete the delivery of the Services or have it completed by a third party;
- F1.2.3 DANI shall not be liable to make any further payment to the Service Provider until the delivery of the Services has been completed in accordance with the requirements of the Contract;
- F1.2.4 DANI may deduct from any amount due to the Service Provider the costs and expenses incurred by DANI (including DANI's own costs) in connection with the termination and procuring or performing similar services. If the total cost to DANI exceeds the amount (if any) due to the Service Provider, the Service Provider must pay to DANI the difference within 30 days of DANI's request.
- F1.3 The Service Provider shall notify DANI in writing immediately upon the occurrence of any of the following events:
- F1.3.1 where the Service Provider is an individual and if a petition is presented for the Service Provider's bankruptcy or a criminal bankruptcy order is made against the Service Provider, or the Service Provider makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Service Provider's affairs; or
- F1.3.2 where the Service Provider is not an individual but is a firm, or a number of persons acting together in any capacity, if Clause F1.3.1 occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Service Provider to be wound up as an unregistered company;
- F1.3.3 where the Service Provider is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager

or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under a fixed or floating charge (but excluding for the purposes of this Clause any bona fide company reconstruction);

F1.3.4 there is a change of “control” as defined by Section 416 (2) of the Income and Corporation Taxes Act 1988 in the Service Provider; or

F1.3.5 where the Service Provider is a firm or partnership and there is a change in the identity of any of the partners in the firm and/or a change in the extent to which any partner is able to exercise or entitled to acquire direct or indirect control over the firm’s affairs.

F1.4 Termination under Clause F1.1 shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereupon accrue to DANI and shall not affect the continued operation of Clauses A7, A10, A12, B1 and B5.

F2. Remedies cumulative

Except as otherwise expressly provided by the Contract, all remedies available to either party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F3. Survival

Clauses A1, A7, B1, B3, B7, D2, E1, E2 and F5 and any other provision of this Contract (including its Schedules) that by its nature is intended to survive expiry or termination or that is necessary for its interpretation or enforcement shall survive the expiry or termination of this Contract.

F4. Break

F4.1 DANI shall in addition to its powers under any other Clause of this Contract have power to determine this Contract at any time by giving to the Service Provider written notice, to expire at the end of the period set out within the notice and upon the expiration of the notice this Contract shall be determined without prejudice to the rights of the parties accrued to the date of determination.

F4.2 In the event of notice being given by DANI under Clause F4.1, DANI shall at any time before the expiration of the notice be entitled to exercise and shall as soon as may be reasonably practicable within that period exercise such of the following powers as it considers expedient:

F4.2.1 to direct the Service Provider, where work has not been commenced, to refrain from commencing work; or

F4.2.2 to direct the Service Provider to complete in accordance with this Contract all or any of the delivery of the Services, or any part or component thereof, which shall be paid for at the agreed Contract fee.

F5. End of Contract assistance

For the term of the End Phase, the Service Provider must comply with DANI's reasonable exit management requirements and provide DANI any assistance reasonably requested.

G. LAW AND DISPUTE RESOLUTION

G1. Dispute resolution

G1.1 The parties shall attempt in good faith to negotiate a settlement to any dispute, including escalating the dispute to senior management as required.

G1.2 If the dispute cannot be resolved by the parties pursuant to Clause G1.1 within 28 days (unless otherwise agreed), the dispute may be referred by either part to mediation pursuant to Clause G1.4.

G1.3 The performance of the Services shall not be suspended, cease or be delayed by the reference of a dispute to mediation pursuant to Clause G1.2 and each party shall (and shall procure that its employee, Consortium Member, servant, agent, supplier or sub-contractor shall) comply fully with the requirements of the Contract at all times.

G1.4 The procedure for mediation and consequential provisions relating to mediation are as follows:

G1.4.1 A neutral adviser or mediator shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 14 days after a request by one party to the other, or if the Mediator agreed upon is unable or unwilling to act, either party shall within 14 days from the date of the proposal to appoint a Mediator or within 14 days notice to either party that they are unable or unwilling to act, apply to the Centre for Dispute Resolution (CEDR) to appoint a Mediator.

G1.4.2 The parties shall within 14 days of appointment of the Mediator meet with them in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.

G1.4.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.

- G1.4.4 If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives.
- G1.4.5 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.
- G1.4.6 If the parties fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.
- G1.5 Each party must pay its own costs of complying with this clause G1. The parties must equally pay the costs of any Mediator.
- G1.6 This dispute resolution procedure does not prevent a party from applying to a court for urgent interlocutory or other relief to protect Intellectual Property Rights.

G2. Contract is not exclusive

The Service Provider will provide the Services on a non-exclusive basis. Nothing in this Contract prevents DANI and/or Partner Organisations obtaining services which are the same as or similar to the Services from any third party or from itself performing services which are the same as or similar to the Services.

G3. Governing law

- G3.1 This Contract shall be governed by and construed in accordance with the laws of Northern Ireland and the parties hereby irrevocably submit to the jurisdiction of the Courts of Northern Ireland.
- G3.2 The submission to jurisdiction in clause G3.1 shall not (and shall not be construed so as to) limit the right of either party to take proceedings against the other in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of

proceedings in any other jurisdiction, whether concurrently or not.

G3.3 In acknowledgement that the Services may be carried out across the UK, the parties further agree that the courts of Northern Ireland shall have jurisdiction to interpret the laws of Scotland, England and/or Wales as may be appropriate.

G4. Entirety

This Contract and the related Schedules shall constitute the entire Contract between DANI and the Service Provider and shall supersede all previous Contracts, regulations, correspondence and representations whether written or oral in respect of the delivery of the Services.

G5. Pre-contractual documents and other terms and conditions

G5.1 In the event of any conflict in the interpretation of the terms and conditions of this Contract, the parties must refer to the relevant interpretation in the pre-contractual documents in the following order of precedence:

G5.1.1 the Invitation to Tender; and

G5.1.2 if the Invitation to Tender does not provide the interpretation, the Tender Response.

G5.2 This Contract takes precedence over any other terms and conditions (including the Service Provider's terms and conditions whether provided as part of the Tender Response, with an invoice, or at any time) in connection with the subject matter.

Schedule A – Contract details



Item	Details
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Item 1	Start Date (Clause A2): _____
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Item 2	Completion Date (Clause A2): _____
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Item 3	Tender information (Clause G5.1): _____
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Item 4	DANI's Representatives (Clause A14.1) _____
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For the purpose of dealing with the Service Provider on all matters relating to the provision and performance of the Services, DANI's Representative and contract owner is:

Sylvia Gordon
DANI – Programme Manager
02890297880 EXT 260
sylviagordon@disabilityaction.org

DANI's Representative's line manager is:

Karen Hall

Assistant Director – External Relations & Policy

02890297880 EXT 214

karenhall@disabilityaction.org

Item 5 Service Provider's representatives
(Clause A14.2)

The Service Provider's representative is:

Name:

Title

Telephone

Email

Item 6 Key Personnel
(Clause C2.1)

The Key Personnel for this Contract are:

(a) Name

(b) Name

Item 7 Assistance of the Fund
(Clause C5.2)

Insert any assistance DANI must give the Service Provider for the Service Provider to provide the Services.

Item 8 Progress reports due date
(Clause C6.1)

Insert dates

Item 9 Final report due date
(Clause C6.2)

Insert date

Item 10 Service Provider's liability limitation
(Clause E1.4)

Must be £5 million as per Tender specification.

Item 11 DANI's liability
(Clause E1.5)

DANI's liability is limited to an amount equal to the total charges payable under this Contract.

Item 12 Insurance period
(Clause E2)

The Service Provider must take out and maintain insurance for the term of this Contract and for six years after its terminator or expiry.

Item 13 Public liability
(Clause E2)

£1,000,000 (one million pounds) for any one incident

Item 14 Professional indemnity
(Clause E2)

£1,000,000 (one million pounds) for any one incident

Item 15 Break notice period
(Clause F4.1)

90 days

Item 16 Services description

The services are specified in the Statement of Work, set out in the Annexure to this Schedule A.

Item 17 Timetable

The timetable is specified in the Statement of Work, set out in the Annexure to this Schedule A.

Item 18 Authorised sub-contractors
(Clause A8.1)

"There are no authorised sub-contractors at the date of this Contract"

Or insert: name of sub-contract, company registration number, and the services the sub-contract will perform.

Item 19 Exit assistance
 (Clause F5)

Not applicable, or insert exit requirements, or “any exit assistance is to be agreed by the parties during the term of this Contract”.

Item 20 Special Conditions
 (Clause A15)

Sample

Annexure to Schedule A – Statement of work

Statement of Work

1. Scope of Services

1.1 *Insert high-level description of services scope.*

2. Inception Meeting and Delivery Plan

2.1 *Insert details relating to any Inception Meeting and Delivery Plan – note: If not using this paragraph delete the definitions in Schedule E.*

3. Description of Services

3.1 The service Provider will provide the following services to DANI:

(a) *Insert detailed description*

(b) *Insert detailed description*

4. Meeting and reporting

4.1 *Insert details relating to any meeting or reporting requirements*

5. Deliverables

5.1 The Service Provider will provide the following deliverables to DANI:

Deliverable Format/Media	Due Date	

6. Acceptance

6.1 The procedure described in Schedule B of the Contract will apply to the deliverables, subject to the following clarifications:

Insert details, if applicable

7. Timetable for performance

7.1 The Service Provider will provide the Services in accordance with the following timetable:

Activity/Deliverable	Start Date	End Date

8.1 The Service Provider must meet or exceed the following key performance indicators (KPIs):

KPI	Measure

9. Location of performance

9.1 The location for provision of the Services is:

Insert

10. Processing of Personal Data

10.1 The Service Provider will process personal data (as defined in the Data Protection Act 2018) in the course of providing the services as set out below.

Scope of personal data processing	
Purpose of processing	
Types of personal data to be processed	
Categories of data subject	
Any special category personal data (e.g. racial or ethnic origin, physical or mental health, trade union membership) or criminal records?	
Lawful basis for processing under Data Protection Legislation	
Duration of processing	
Security and other safeguards to be implemented by Service Provider	

Schedule B – Acceptance Procedures

1. DANI will within 10 working days following receipt of any Deliverable:
 - (a) Accept the Deliverable by providing the Service Provider with an “Acceptance Letter”.
 - (b) Not accept the Deliverable by notifying the Service Provider of the nature, extent, and identity of any errors, defects, or omissions in the Deliverable which cause DANI to not accept the Deliverable; or
 - (c) Provide the Service Provider with written notice that additional time is required to review the Deliverable, in which case DANI must specify the time before which it must complete its review and make a decision under (a) or (b) within that time.
2. If DANI fails to notify the Service Provider as set out in paragraph 1, then the Service Provider may request DANI notify it of its determination under paragraph 1 within five working days. If DANI fails to notify the Service Provider of its determination within five working days of the Service Provider’s request, the Deliverable is deemed accepted.
3. If DANI uses a Deliverable before acceptance under this Schedule other than for testing and reviewing the Deliverable in accordance with paragraph 1, then such Deliverable shall be deemed to be accepted by DANI.
4. If DANI does notify the Service Provider of defects or want of information in the Deliverable under paragraph 1 (b), then the Service Provider shall, as soon as is reasonably practical (but within 5 working days, unless otherwise agreed), remedy such defects or work out a plan to do so. DANI shall have 10 working days to accept any Deliverable revised by the Service Provider under this paragraph and to notify the Service Provider of any further defects. If DANI requires extra time to test or review the Deliverable, the period for acceptance is extended to a date reasonably specified by DANI.
5. If following three remedial periods set out in paragraph 4 above the revised Deliverables still fail to meet the standard required by DANI, DANI shall retain the right to reject such Deliverable and reasonably to recover fees previously paid in relation to such Deliverable. If DANI and the Service Provider fail to agree on the reasonableness of DANI’s grounds for rejection then either party may raise the dispute under the dispute resolution procedures of Clause G1 of the Contract.

Schedule C – Change Control Procedure

In the event either party desires to change the terms of the Contract, the following procedures shall apply:

1. The party requesting the change will:
 - (a) If DANI is requesting the change, deliver a “Change Request” (in the form attached in the Annexure to this Schedule C) to the Service Provider which describes the nature of the requested change, the reason for the requested change, and the effect the requested change will have on the scope of the work. On receipt of the Change Request, the Service Provider will review the effect on the scope of the work and update the Change Request.
 - (b) If the Service Provider is requesting the change, deliver to DANI a Change Request which describes the nature of the requested change, the reason for the requested change, and the effect the requested change will have on the scope of work, which may include changes to the Services or the time for the delivery of the Services.
2. The authorised representative of the requesting party will review the proposed change with his/her counterpart within five working days of the making the request (unless otherwise agreed by the parties). The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the proposed Change Request. If additional changes to the Change Request are required, DANI will provide the Service Provider with a timeline for the parties to make and discuss the additional changes.
3. If both parties agree to implement the Change Request, the appropriate authorised representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties. Upon execution of the Change Request it will be incorporated into, and made a part of, this Contract.
4. Neither party is under any obligation to proceed with a Change Request that is proposed by the other party.
5. If there is a conflict between the terms and conditions set out in the Contract and terms and conditions set out in any fully executed Change Request, then the most recent fully executed Change Request shall prevail.

Annexure to Schedule C – Change Request Form

ANY CHANGES TO THIS CONTRACT MUST BE ACHIEVED WITHIN THE ORIGINAL BUDGET. THEREFORE, ONLY BUDGET SUB HEADINGS MAY CHANGE.

Change Request Form

Service Provider:

Services:

Contract Ref:

Both parties hereby certify, by the signature of an authorised representative, that this Change Request will amend and be fully incorporated into the existing Contract from the Effective Date.

1. Change Request Number:
2. Effective Date:
3. Change Request Number:
4. Reason for Change Request:
5. Changes to Contract or Schedules:
6. Changes to Budget sub-headings/amounts but not exceeding the original Budget.

Original sub heading(s)		Total
Amount		
New total cost of sub heading(s)		
Total		

Except as changed herein, all terms and conditions of the Contract remain in full force and affect.

IN WITNESS THEROF, the duly authorised representatives of the parties have cause this Change Request to be fully executed.

Signed on behalf of the Service Provider

Date

Signed on behalf of DANI

Date

Sample

Schedule D – Financial obligations

Item 1 Service Provider’s Vat Registration Number
Insert

Item 2 Fees/Budget
(Clause D1.1)

Budget

Costs	DRILL Project cost Year 1
Revenue Costs	
	£
	£
	£
	£
	£
	£
Total Revenue Costs	£
Overheads	
	£
	£
	£
	£
	£
	£
	£
	£
Total Overhead Costs	£
Capital Costs	
	£
	£
	£
	£
	£
Total Capital Costs	£
Total Costs	£

Item 3 Time of payment
(Clause D1.1)

Draw Down Payment Schedule for 1st 4 quarters

	Payment date	Revenue	Overheads	Capital	Total
1 st Quarter					
2 nd Quarter					
3 rd Quarter					
4 th Quarter					

Item 4 Method of Payment
(Clause D1.1)

BACS Electronic funds transfer

Item 5 Time of invoice
(Clause D1.2)

The first quarter shall be paid upfront on receipt of an invoice.

An invoice shall be submitted each quarter to accompany the claim of expenditure evidence of the previous quarter. This is mandatory in order to draw down the funds.

Item 6 Invoice address
(Clause D1.2.4)

All Invoices must comply with clause D1.2 of this Contract and must:

- a) Be addressed to and be submitted in hard copy to:

ATTENTION: DANI
Disability Action
Portside Business Park
189 Airport Road West
Belfast
BT3 9ED

- b) Be submitted electronically to:

jacqueline.ritchie@disabilityaction.org

Sample

Schedule E – Data Protection Obligations

- 1.1 The Service Provider shall, in relation to any Personal Data processed in connection with the performance by the Service Provider of its obligations under this Contract:
- a) process Personal Data only permitted by the Data Protection Act 2018;
 - b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);
 - c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and
 - d) not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:
 - i. the Service Provider has provided appropriate safeguards in relation to the transfer;
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. the Service Provider complies with its obligations under the Data Protection Legislation by providing

an adequate level of protection to any Personal Data that is transferred; and

- e) assist DANI in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Act 2018 with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) notify DANI without undue delay on becoming aware of a Personal Data breach;
- g) at the written direction of DANI, delete or return Personal Data and copies thereof to DANI on termination of the Contract unless required by applicable laws to store the Personal Data; and
- h) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by DANI or DANI's designated auditor.

Schedule F – Definitions

In this Contract:

Acceptance Procedures means the procedures set out in Schedule B;

CDER has the meaning given in Clause G1.4.1;

Change Control Procedures are the procedures set out in Schedule C;

Change Request has the meaning given to it in Schedule C;

Completion Date is the date set out in Item 2 of Schedule A (or, if the Contract is extended by DANI, the date set out in the extension notice) on or before which the Service Provider is required to have completed the Services (unless otherwise agreed by the parties);

Confidential Information means all information a commercially confidential nature relating to the business or trade secrets of DANI or the Service Provider obtained by it by reason of this Contract, and includes the terms of this Contract, information relating to any client or employee of DANI and any information relating to the financial position, assets or liabilities of DANI. Confidential Information does not include information that is public knowledge (otherwise than as a result of breach of this Contract by the Receiving Party);

Contract means this contract between DANI and the Service Provider consisting of the terms and conditions of this contract and the schedules and any other documents (or parts of documents) agreed by both parties;

Contract Data has the meaning given in Clause C4.1;

Contracting Authority has the meaning given to it in Clause A9.1;

Data Protection Legislation shall mean the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation in the UK and any other applicable data protection laws and regulations in the UK;

Deliverables means the deliverables specified in this Contract, including in Items 9, 10, 17 and 18 of Schedule A;

<Delivery Plan means the Service Provider's plan detailing how it will deliver the Services to DANI during the term of the Contract;>

Disclosing Party has the meaning given in Clause B5.1.1;

End Phase means the period commencing on the date:

- (a) three months before the Completion Date; or
- (b) that this Contract terminates under any other provision of this Contract, and ending on:
- (c) if the End Phase commenced under paragraph (a) of this definition, the Completion Date; and
- (d) in any other case, the first to occur of:
 - (i) three months elapsing from the commencement of the Exit Phase under paragraph (b) of this definition; and
 - (ii) the date notified by DANI to the Service Provider for the purpose of this definition within one month of the commencement of the End Phase;

Final Report means a report which sets out:

- (a) an executive summary of the Services;
- (b) a copy of any products and resources produced as part of the Services;
- (c) any outcomes of the Services;
- (d) a copy of any media releases or coverage relating to the Services;
- (e) details of any problems encountered by the Service Provider in conducting the Services

and solutions (including timeframes) identified to overcome those problems;

- (f) a review of any factors likely to affect the satisfactory completion of the delivery of the Services in accordance with the timetable or due dates; and
- (g) any other information reasonably requested by DANI;

DANI's Background IP means all Intellectual Property Rights owned or licensed by DANI which is made available or which becomes known to the Service Provider in connection with the provision of the Services or this Contract;

DANI's Representatives are the persons detailed in Item 4 of Schedule A;

<Inception Meeting means the first meeting between DANI and the Service Provider in relation to the Services;>

Intellectual Property Rights means all intellectual property rights whether or not such rights are capable of registration including trademarks, designs, patents, copyright (and any applications for such);

Invitation to Tender means DANI's invitation to the tender for the Services, the details of which are set out in Item 3 of Schedule A;

Key Personnel means the persons detailed in Item 6 of Schedule A;

Materials means all materials created by the Service Provider, its personnel or sub-contractors (including any material created jointly with DANI) relating to or in performing the Services and includes software, data, reports, case studies, schedules, drawings, specifications, designs, inventions or other material;

Mediator has the meaning given in Clause G1.4.1;

Milestone Certificate means written notice that DANI accepts a deliverable or that a milestone in the provision of the Services has been completed or achieved to DANI's satisfaction;

Progress Report means a report which sets out:

- (a) the progress of the provision of the Services in relation to any contractual programme or timetable;
- (b) the cost of the work during the period covered by the report;
- (c) details of any problems encountered by the Service Provider in conducting the Services and solutions (including timeframes) identified to overcome those problems;
- (d) a review of any factors likely to affect the satisfactory completion of the delivery of the Services in accordance with the timetable or due dates; and
- (e) any other information reasonably requested by DANI.

Receiving Party has the meaning given in Clause B5.1;

Risk Report means a report which sets out the Service Provider's compliance with Clause C9;

Risk Register means a document in a format agreed with DANI that sets out the risks of the Service Provider in not being able to provide the Services or comply with any term of this Contract and the strategies to mitigate those risks.

Service Provider's Background IP means all Intellectual Property Rights used by the Service Provider or its personnel in performing the Services but not the Intellectual Property Rights in the Materials created by the Service Provider, its personnel, Consortium Members or sub-contractors in performing the Services;

Services means the services or work to be provided as specified in Item 16 of Schedule A;

Special Conditions means the terms and conditions set out in Item 20 of Schedule A;

Standards means the standards set out in Item 7 of Schedule A;

Start Date is the date set out in Item 1 of Schedule A;

Statement of Work means the document set out in the Annexure to Schedule A

Tender Response means the Service Provider's response to the Invitation to Tender. A copy of the Tender Response is set out in Exhibit 1 to this Contract; and

Transferee has the meaning given to it in Clause A9.2.

2. Interpretation

The interpretation and construction of this contract is subject to the following provisions:

- 2.1 reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
- 2.2 a reference to a Clause or Schedule is a reference to a clause or schedule of this Contract (unless specified otherwise);
- 2.3 reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument;
- 2.4 headings are for reference only and do not affect their interpretation;
- 2.5 the meaning of general words is not limited to specific examples introduced by "including", "for example" or similar expressions; and
- 2.6 this Contract is not to be construed adversely to a party on the basis that such party prepared it.

Signing Page

EXECUTED as an agreement

Signed on behalf of the Service Provider by:

Signature _____

Name _____

Date _____

Signed on behalf of DANI (The Contractor)

Chief Executive Officer

Signature _____

Name _____

Date _____

Tender Response - (please attach a copy)

Sample