

SAMPLE FRAMEWORK AGREEMENT FOR THE PROVISION OF SERVICES

Ecorys UK:	ECORYS UK Limited Company number 01650169 with its principal office at Albert House, Quay Place, 92-93 Edward Street, Birmingham, B1 2RA
The Service Provider:	
Date signed by Ecorys UK:	

This agreement (the “**Agreement**”) is made on the date set out above subject to the terms set out in the schedules listed below which both Ecorys UK and the Service Provider undertake to observe in the performance of this Agreement.

The Service Provider shall supply to Ecorys UK, and Ecorys UK shall acquire and pay for, the Services and the related Deliverables (if any) described in Schedule 1 and/or Schedule 2 and/or any Order Contract, on the terms of this Agreement.

Schedules

Schedule 1	Special Terms
Schedule 2	Services and Deliverables
Schedule 3	Charges
Schedule 4	Standard Terms
Schedule 5	Order Process
Schedule 6	Template Form of Order for Services

This Agreement shall only become binding on Ecorys UK upon its signature by an authorised signatory of Ecorys UK subsequent to signature by or on behalf of the Service Provider.

IN WITNESS whereof the parties or their duly authorised representatives have entered into this Agreement on the date set out above.

Signed by the duly authorised representative of ECORYS UK

Name:	Madeleine Rose	Signature:	
Position:	Deputy Director		

Signed by

Name:		Signature:	
Position:			

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Schedule 1

Special Terms

Terms defined in this Schedule 1 and in Schedule 4 shall have the same meanings when used throughout this Agreement.

The supply of the Services referred to above shall be regulated by the Schedules to this Agreement and any Order Contracts, which shall include any Order Specific Terms. In the case of any conflict between the provisions of these Schedules and documents, to the extent of such conflict, the following order of precedence shall apply:

1. The relevant Order Contract (including any Order Specific Terms);
2. Schedule 1 (Special Terms);
3. Schedule 4 (Standard Terms); and
4. All other Schedules to this Agreement.

For the purposes of the provision of the Services and any Deliverables, the terms of this Agreement and any relevant Order Contract shall prevail over any other terms and conditions issued by Ecorys UK or the Service Provider (whether on a purchase order or otherwise).

1 Commencement Term

- 1.1 This Agreement shall commence on **DATE** (the “**Commencement Date**”) and shall continue, subject to clause 1.2 below until **DATE**, for a period of **XX** months from the Commencement Date (the “**Term**” of this Agreement). The “**Term**” for the purposes of any Order Contract shall be as set out in the relevant Order. The “**Term**” of any Order Contract shall not exceed the “**Term**” of the Agreement.
- 1.2 The parties may terminate this Agreement in accordance with clause 13 of Schedule 4 (Standard Terms) or extend the Term of this Agreement or any Order Contract as mutually agreed in writing, provided always that any extension of either the Term of the Agreement or any Order Contract shall not exceed 12 months in duration.
- 1.3 This Agreement shall only become binding on Ecorys UK upon its signature by an authorised signatory of Ecorys UK subsequent to signature by or on behalf of the Service Provider.
- 1.4 The Service Provider acknowledges that in entering into this Agreement, Ecorys UK makes no assurances, guarantees or representations about:
 - 1.4.1 the frequency or volume of the Services it may need to acquire from the Service Provider; or
 - 1.4.2 the level of income that may be generated by the Service Provider in providing the Services to Ecorys UK.

2 Order Process

- 2.1 The Service Provider shall fulfil all orders for Services (“**Orders**”) placed at any time during the Term of this Agreement in accordance with the order process set out at Schedule 5 (“**Order Process**”). For the avoidance of doubt, each Order shall form a separate agreement between Ecorys UK and the Service Provider, but shall incorporate the terms of this Agreement (an “**Order Contract**”). Accordingly, in providing Services under any Order Contract, the Service Provider shall comply with the terms of this Agreement. An Order may contain additional specific terms requested

by Ecorys UK and agreed by the Service Provider (“**Order Specific Terms**”) varying or supplementing the terms of this Agreement for the purposes of that Order Contract only.

- 2.2 Each Order will, where appropriate, set out details of any specific Services to be provided, locations at which the Services are to be provided, any agreed timescales and any Transferred Deliverables relevant to that Order.

3 Key Personnel

- 3.1 The Service Provider shall deploy the following persons in the provision of its Services: **[insert list]** (the “**Key Personnel**”).

4 Framework Managers

Ecorys UK and the Service Provider shall each appoint a Framework Manager who shall have the authority to represent their own organisation on day-to-day matters relating to this Agreement.

Ecorys UK Manager is **xx**

Service Provider Manager is **xx**

5 Service of notices

- 5.1 For the purposes of clause 26.6 of Schedule 4 notices are to be sent to the following addresses:

To Ecorys UK	To the Service Provider
Ecorys UK Quay Place 92-93 Edward Street Birmingham B1 2RA (Attention: Fumie Izaki Erasmus+ / Youth)	

6 Insurance Requirements

- 6.1 The Service Provider shall take out and maintain with a reputable insurance company during the Term of this Agreement and any Order Contract the following cover types with the following indemnity limits where applicable:

Insurance Cover	Indemnity	Limit
Employer’s liability	£5,000,000	per claim
Public liability	£5,000,000	per claim
Professional indemnity	£2,000,000	per claim

or such other insurance cover types and indemnity limits as may be agreed between the parties in writing from time to time.

7 Working Hours

- 7.1 For the purposes of this Agreement and/or any Order Contract “**Working Hours**” and “**Working Days**” shall have the meanings set out in the relevant Order. However, if not specified in the relevant Order, “Working Hours” and “Working Days” shall mean 9 a.m. to 6 p.m.

Schedule 2

Services and Deliverables

The British Council and Ecorys UK, which together form the UK National Agency for Erasmus+, have identified a Service Provider to provide training to volunteers taking part in projects under European Solidarity Corps (ESC), funded by the European Union.

Role of ESC Training Providers

The ESC Training Provider's role would be deemed to include the following areas, commissioned on a call-down basis by the National Agency:

- To provide Pre-Departure Training events for UK volunteers in each UK country
- To provide On-Arrival Training events in each UK country
- To provide Mid-Term Training events in each UK country
- To provide Annual ECS Evaluation events – for former, current and prospective volunteers from across the UK.

On-Arrival and Mid-Term training is demand led, being based on the numbers of volunteers hosted by UK ESC receiving organisations. In the main, ESC sending organisations are responsible for delivering Pre-Departure training, but the National Agency has also delivered some Pre-Departure Training to support diversity and inclusion in ESC projects.

The duration of training is expected to be no less than:

- Pre-Departure Training – 1 day (not residential)
- On-Arrival Training – 2 days training over 3 days - to allow for travel at each end (residential)
- Mid-Term Training – 1 day training over 2 days - to allow for travel at each end (residential)
- Annual ESC evaluation event - 1 day (not residential)

The scope of the ESC Training Provider role also includes the following tasks:

- To organise the logistics of events – source and manage appropriate venues (including accommodation, where required), catering, materials etc. To work with the UK National Agency and with ESC Accredited Organisations in the UK to collate information on training numbers and needs and to ensure training events are accessible to greatest number of volunteers. To ensure agreed ratios of trainers/trainees are maintained. The UK National Agency will provide the number of eligible trainees and the locations of the beneficiary organisations at least three times a year.
- To ensure appropriate procedures are in place to assess and manage risks to the safety and welfare of participants. These include procedures to enable participants to raise concerns.
- To provide written reports on completed training events (including training delivered, achievement of participant learning outcomes, participant feedback, logistics aspects, budgetary details, and recommendations for future events) to the UK National Agency.

The training provider may also be required to participate in events organised by the National Agency for accredited ESC organisations.

Training requirements

The format and content of training provided will be consistent with the Training and Evaluation Cycle guidelines in the European Solidarity Corps Programme Guide <https://ec.europa.eu/youth/sites/youth/files/2019-european-solidarity-corps-guide3.pdf>

Requirements for **On-arrival Training** include:

- The participant understands their rights and responsibilities as a volunteer
- The participant understands the support available to them in coping with the transition to the host country (e.g. support from the ESC Hosting Organisation, the Erasmus+ National Agency and the SALTO Resource Centres network)
- The participant understands basic information on the host country's cultural and social conditions, and on how to involve themselves in their local community.
- The participant sets learning goals for their volunteering placement and understands how their learning can be recognised (e.g. through Youthpass).

Requirements for **Mid-term Evaluation** include:

- The participant has the opportunity to review achievements and challenges in their volunteering placement to date, to reflect on learning gained and set new goals for future learning.
- The participant is encouraged to identify practical ways to improve the value of their volunteering placement.
- The participant has the opportunity to make recommendations for their Hosting Organisation and other organisations involved in their volunteering placement.

Requirements for **Pre-departure Training** include:

- The participant understands their rights and responsibilities as a volunteer
- The participant understands the support available to them in coping with the transition to the host country (e.g. support from the ESC Sending and Hosting Organisations, the Erasmus+ National Agency and the SALTO Resource Centres network)
- The participant understands basic information on the practical arrangements for their placement (including visas/residence permit, insurance and payment of allowances)
- The participant sets outline learning goals for their volunteering placement and understands how their learning can be recognised (e.g. through Youthpass).

Requirements for **Annual ESC Evaluation Events** include:

- The participant is encouraged to evaluate their experience as ESC volunteer, to reflect on the knowledge and skills gained, and to communicate their learning to current and future volunteers.
- The participant is encouraged to make recommendations and suggestions for improvement to their Hosting and/or Sending Organisation, and to the National Agency.
- There are opportunities to communicate the impact of ESC to local and national decision-makers and others able to influence young people's participation in social action programmes.

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Schedule 3

Charges

Costs will be payable in euros by the UK National Agency on receipt of required reports and invoices, based on the EC's recommended rates for each trainee. Costs payable under this procurement in 2019 can be:

- Pre-departure training: €300
- On-arrival training: €900
- Mid-term training: €700
- Annual ESC Evaluation event: €400

These rates are inclusive of all costs incurred (such as, trainer fees, venue hire, materials, accommodation and catering and participant travel). It is expected that the Service Provider will meet all costs and expenses necessary to provide the Services under this Agreement, including, but not restricted to: the costs of salaries, medical and travel insurance or insurance for personal possessions.

All invoices must be submitted in arrears and all such invoices shall be accompanied by a statement setting out the Services and/or Deliverables supplied in sufficient detail to justify the Charges charged.

Schedule 4
Standard Terms

1 Interpretation

1.1 In this Agreement:

“Ecorys UK’s Manager” means Ecorys UK’s manager for the Services appointed in accordance with clause 3.1.1 of these Standard Terms;

“Ecorys UK Requirements” means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents referred to in Schedule 2 (Services and Deliverables), notified to the Service Provider in writing;

“Charges” means the charges, fees and any other sums payable by Ecorys UK to the Service Provider as set out in Schedule 3 (Charges) for the Services provided under any Order Contract;

“Confidential Information” means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, Deliverables/Services, developments, trade secrets, Intellectual Property Rights, Input Material, know-how, personnel, and customers of Ecorys UK or the Service Provider (as the case may be) and all personal data and sensitive personal data within the meaning of the Data Protection Act 2018;

“Control” means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and “Controlled” shall be construed accordingly); “Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” are interpreted accordingly;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

“DPA” 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 GDPR, the LED 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 Access 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.

“Deliverables” means any item developed or provided by the Service Provider as part of providing the Services, including all Documents, products and materials (including, without limitation, the Transferred Deliverables);

“Document” means (whether in hard copy or electronic format) any document, drawing, map, plan, diagram, design, picture or other image, tape, disk, or other device or record embodying information in any form including (without limitation) any web page, information portal, “blog”, online content or electronic file;

“Equality Legislation” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Service Provider provides the Services;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679)

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would be expected from a leading company within the relevant industry or business sector and in accordance with any relevant industry codes of practice;

“In-put Material” means Documents, information and materials relating to the Services that Ecorys UK has agreed to provide to the Service Provider, including computer programs, data, reports and specifications;

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database, rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

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

“LED” means Law Enforcement Directive (Directive (EU) 2016/680)

“Premises” means any premises of Ecorys UK that the Service Provider may visit in conjunction with the provision of the Services;

“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 by it.

“Relevant Person” means any individual employed or engaged by the Service Provider and involved in the provision of the Services, or any agent or contractor or sub-contractor of the Service Provider who is involved in the provision of the Services and includes, without limitation, the Key Personnel (if any);

“Request for Information” means a request for information (as defined in the FOIA) relating to or connected with this Agreement or Ecorys UK more generally or any apparent request for such information under the Information Disclosure Requirements;

“Service Provider’s Equipment” means any equipment required by the Service Provider to provide the Services including, but not limited to, any relevant information or communications technology systems;

“Service Provider’s Team” means all employees, consortium partners, consultants, agents and sub-contractors which the Service Provider engages in any way in relation to the supply of the Services or the Deliverables;

“Services” means the services to be provided by the Service Provider under this Agreement and any Order Contract as more fully described in Schedule 2 (Services and Deliverables) and any applicable Order Contract

“Sub-processor” means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract; and

“Transferred Deliverables” means (where applicable) the Deliverables which are described as **“Transferred Deliverables”** in an Order Contract or in respect of which this Agreement or any Order Contract otherwise provides that ownership of Intellectual Property Rights is to be transferred to Ecorys UK.

- 1.2 Any headings in this Agreement shall not affect the interpretation of this Agreement.
- 1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2 Service Provider’s Responsibilities

- 2.1 The Service Provider shall provide the Services and deliver the Deliverables to Ecorys UK with reasonable skill, care and ability in accordance with the terms of this Agreement, any Order Specific Terms and Good Industry Practice, and shall allocate sufficient resources to the Services to enable it to comply with this obligation.
- 2.2 The Service Provider shall meet any dates related to the performance of the Services under this Agreement and/or any Order Contract and time shall be of the essence in respect of such dates.
- 2.3 The Service Provider shall comply with, and complete and return any forms or reports from time to time required by, Ecorys UK Requirements.
- 2.4 The Service Provider shall keep orderly records of all work performed in relation to this Agreement and under any Order Contract and shall, at Ecorys UK’s request, make such records available for inspection by Ecorys UK and/or provide copies to Ecorys UK. This will include the contract RAID log.
- 2.5 Where applicable, the Service Provider shall, subject to the prior written approval of Ecorys UK, appoint or, at the written request of Ecorys UK, replace without delay any member of the Service Provider’s Team, each such member to be suitably skilled, experienced and qualified to carry out the Services. The Service Provider shall not,

without Ecorys UK's prior written consent (not to be unreasonably withheld or delayed), replace any of the Key Personnel. Ecorys UK acknowledges that the Service Provider will have to replace a member of the Key Personnel where such person leaves the employment of the Service Provider, in which case Ecorys UK shall have a right of approval over the proposed replacement (such approval not to be unreasonably withheld or delayed).

2.6 The Service Provider shall:

2.6.1 observe, and ensure that, where applicable, the Service Provider's Team observes, any applicable security policy or health and safety policy notified to the Service Provider (including, without limitation, such policies as may be applicable at the Premises) and any reasonable verbal or written instructions or policies issued to the Service Provider at any time and shall comply with the legal requirements of any country in which the Services are being provided and, if the Service Provider fails to do so, Ecorys UK reserves the right to refuse the Service Provider's Team access to the Premises and/or to suspend the provision of the Services until such time as the Service Provider (and, where applicable, the Service Provider's Team) is compliant with such policies, instructions for requirements and Ecorys UK shall not be required to pay the Charges in respect of the period of such suspension; and

2.6.2 before the date on which the Services are to start, obtain and at all times maintain and comply with all licences and consents required to enable the Service Provider to provide the Services (including, without limitation, in relation to granting Ecorys UK access to any electronic portal required to access the Services) and the Deliverables in accordance with this Agreement.

2.7 The Service Provider shall not at any time during the Term of this Agreement or any Order Contract do or say anything which damages or which could reasonably be expected to damage the interests or reputation of Ecorys UK or its officers, employees, agents or contractors – or of the British Council (as partner organisation with Ecorys UK in the UK National Agency for Erasmus+).

2.8 The Service Provider shall use all reasonable endeavours to ensure that it is available at all times on reasonable notice to provide such assistance or information as Ecorys UK may require.

2.9 The Service Provider may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that Ecorys UK will not be liable to bear the cost of such functions.

2.10 The Service Provider warrants that:

2.10.1 the Service Provider's Equipment shall be of satisfactory quality and fit for the purpose of providing the Services in accordance with this Agreement, any Order Contract and Good Industry Practice;

2.10.2 it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the:

- (i) introduction, creation or propagation of any disruptive element, virus, worms and/or trojans, spyware or other malware; and

- (ii) unauthorised use of and modification or access to (or into) the systems, data, software or confidential information (held in electronic form) owned by or under the control of, or used by, Ecorys UK;
- 2.10.3 in performing its obligations under this Agreement and any Order Contract, all software used by or on behalf of the Service Provider will be currently supported versions of that software; and
- 2.10.4 all information or data provided by the Service Provider to Ecorys UK during the Term of this Agreement and/or any Order Contract is to the best of the Service Provider's knowledge correct and accurate.
- 2.11 The Service Provider shall provide one or more Relevant Person(s) to provide the Services and shall procure that such Relevant Person(s) comply with the terms of this Agreement to the extent that such terms are applicable to such Relevant Person(s). Notwithstanding the deployment of any such Relevant Person(s), the Service Provider shall remain wholly liable to Ecorys UK and shall be responsible for all acts and omissions (howsoever arising) in the performance of the Services. Ecorys UK may, in its discretion, require the Relevant Person(s) to enter into direct undertakings with Ecorys UK including, without limitation, with regard to confidentiality and intellectual property.
- 2.12 If the Service Provider is unable to provide the Services due to its own illness or injury or the illness or injury of any Relevant Person, the Service Provider shall advise Ecorys UK of that fact as soon as reasonably practicable and shall provide such evidence of any Relevant Person's or its own (as the case may be) illness or injury as Ecorys UK may reasonably require. For the avoidance of doubt, no Charges shall be payable to the Service Provider in respect of any period during which the Services are not provided.
- 2.13 The Service Provider shall take appropriate steps to ensure that the Service Provider Team is not placed in a position where (in the reasonable opinion of Ecorys UK), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or its staff and the duties owed to Ecorys UK under the provisions of this Agreement and/or any Order Contract.
- 2.14 The Service Provider shall promptly notify Ecorys UK (and provide full particulars to Ecorys UK) if any conflict referred to in clause 2.13 above arises or is reasonably foreseeable.
- 2.15 Ecorys UK reserves the right to terminate the Agreement and/or any Order Contract immediately by giving notice in writing, or by email to the Service Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of Ecorys UK, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to Ecorys UK under the provisions of the Agreement and/or any Order Contract. The actions of Ecorys UK pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to Ecorys UK.
- 2.16 Clauses 2.13, 2.14, 2.15 and this clause shall apply during the Term of the Agreement and for a period of two (2) years after the later of the expiry or termination of the Agreement and/or any Order Contract.
- 2.17 Ecorys UK may refuse to admit to, or order the removal from, the Premises of any member of the Service Provider's Team or person otherwise acting on behalf of the

Service Provider who, in the opinion of Ecorys UK, is not behaving in accordance with the requirements of this Agreement or whose behaviour, conduct or dress, whether at the time the person is seeking admittance to, or at any time the person is present on, the Premises or otherwise, renders that person unfit to be on the Premises or is inappropriate in the context of the country in which the Premises are located. Costs associated with any such refusal of admittance or removal and with the provision of a suitable replacement shall be met by the Service Provider.

3 Ecorys UK's Obligations

3.1 Ecorys UK shall:

- 3.1.1 co-operate with the Service Provider in all matters relating to the Services and the Deliverables and appoint Ecorys UK's Manager in relation to the Services, who shall have the authority to represent Ecorys UK on day-to-day matters relating to this Agreement; and
- 3.1.2 inform the Service Provider of all health and safety rules and regulations and any other reasonable security requirements, policies and Ecorys UK instructions that apply at the Premises and/or in the country in which the Services are being provided from time to time during the Term of this Agreement or any Order Contract.
- 3.1.3 The Service Provider acknowledges and agrees that if it considers that Ecorys UK is not or may not be complying with any of Ecorys UK's obligations, it shall only be entitled to rely on this as relieving the Service Provider's performance under this Agreement and/or any relevant Order Contract:
- 3.1.4 to the extent that it restricts or precludes performance of the Services or the provision of the Deliverables by the Service Provider; and
- 3.1.5 if the Service Provider, promptly after the actual or potential non-compliance has come to its attention, has notified details to Ecorys UK in writing.

4 Status

- 4.1 The relationship of the Service Provider to Ecorys UK will be that of independent contractor and nothing in this Agreement and/or any Order Contract shall render the Service Provider or any Relevant Person an employee, worker, agent or partner of Ecorys UK and the Service Provider shall not hold itself out as such.
- 4.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Service Provider shall be fully responsible for and shall indemnify Ecorys UK for and in respect of payment of the following within the prescribed time limits:
 - 4.2.1 any income tax, national insurance and social security contributions and any other employment related liability, deduction, contribution, assessment or claim in any applicable jurisdiction arising from or made in connection with either the performance of the Services, or any payment or benefit received by the Service Provider (or, where applicable, any Relevant Person) in respect of the Services, where such recovery is not prohibited by law and the Service Provider shall further indemnify Ecorys UK against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Ecorys UK in connection with or in consequence of any such

- liability, deduction, contribution, assessment or claim other than where the latter arise out of Ecorys UK's negligence or wilful default; and
- 4.2.2 any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Service Provider (or, where applicable, any Relevant Person) against Ecorys UK arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of Ecorys UK.
- 4.2.3 Ecorys UK may at its option satisfy the indemnities set out in clause 4.2 above (in whole or in part) by way of deduction from any outstanding Charges or other payments due to the Service Provider.
- 4.2.4 Unless agreed to the contrary elsewhere in this Agreement, the Service Provider:
- 4.2.5 acknowledges and agrees that it is intended that all employees of the Service Provider shall remain employees of the Service Provider and that termination of this Agreement and/or any Order Contract (or any part of it) shall not operate to transfer the contracts of employment of any employees to Ecorys UK or any third party; and
- 4.2.6 shall use all reasonable endeavours to ensure that no member of its staff is deployed in the delivery of the Services to such an extent that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (or any applicable equivalent legislation in any relevant jurisdiction, including (without limitation) in the European Union the Acquired Rights Directive (Council Directive 77/187 as amended) and any national legislation enacting to such Directive) may operate to transfer the employment of such member of staff to Ecorys UK or any successor service provider upon termination of this Agreement.

5 Price and Payment

- 5.1 Under current UK legislation it is the responsibility of a supplier to assess its VAT liability for the supply of services. Where UK VAT is applicable, the Service Provider's invoice should show all the necessary entries thereon to make it a valid tax invoice for VAT purposes; and in particular it must show the amount of VAT charged separately. Ecorys UK reserves the right to dispute payment of the UK VAT charged by the Service Provider until the issue has been resolved by a ruling in writing obtained from HM Revenue & Customs by the Service Provider, and that ruling shown to Ecorys UK. These charges include any Value Added Tax payable by the Service Provider which Ecorys UK is unable to recover from the authorities in the United Kingdom. All payments to the Service Provider will only be made on submission of an invoice quoting the VAT number of the Service Provider and issued in a form acceptable to the Ecorys UK.
- 5.2 The Service Provider shall indemnify and keep indemnified Ecorys UK from and against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on Ecorys UK at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under this Agreement or any Order Contract. Any amounts due under this clause 5.1 shall be paid in cleared funds by the Service Provider to Ecorys UK not less than five working days before the date on which the tax or other liability is payable by Ecorys UK. Ecorys UK may grant the Service Provider further time to pay where this is deemed appropriate by Ecorys UK taking account of the relevant circumstances.

- 5.3 Unless stated otherwise, the Service Provider shall invoice for the Charges monthly in arrears and all such invoices shall be accompanied by a statement setting out the Services and/or Deliverables supplied in the relevant month in sufficient detail to justify the Charges charged (including, without limitation, any timesheets or other information required by, and to be provided in the format set out in, Ecorys UK Requirements).
- 5.4 Subject to clauses 5.5 to 5.7 below, Ecorys UK shall, unless agreed otherwise by the parties in writing, pay each of the Service Provider's valid and accurate invoices by automated transfer into the Service Provider's nominated bank account no later than 30 days after the invoice is received.
- 5.5 Provided that it notifies the Service Provider in writing in advance, and works in good faith to resolve any issues or disputes, Ecorys UK shall be entitled to withhold payment of any sums in respect of any Services or Deliverables which have not been provided by the Service Provider to Ecorys UK's satisfaction and in accordance with the terms of this Agreement and any Order Contract.
- 5.6 In the event that Ecorys UK makes any overpayment in connection with this Agreement or any Order Contract (or any other agreement between the parties), Ecorys UK may, upon written notice to the Service Provider, deduct the amount of such overpayment from any future invoice or require repayment of such sum within 30 days after the date on which it serves written notice on the Service Provider.
- 5.7 If Ecorys UK fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, the Service Provider may charge interest on the amount of any such late payment at the rate of 1% per annum above the base rate from time to time of HSBC Plc, such interest to accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that such rate of interest is a substantial remedy for any late payment of any sum properly due and payable.

6 Quality and Performance

- 6.1 Any person authorised by Ecorys UK shall be entitled, subject to reasonable notice, to inspect work being undertaken in relation to the Services and the Deliverables at all reasonable times at the Service Provider's premises or at the premises of any sub-contractor or agent of the Service Provider.
- 6.2 If at any time following the date of provision of any Services or delivery of any Deliverables, any such Services or Deliverables (or any part thereof) are found to be defective or otherwise not in accordance with the requirements of this Agreement, the Service Provider shall promptly on request and without charge, remedy the deficiency by re-performing the Services, or supplying replacements for, the Deliverables.

7 Change Control

- 7.1 If either party wishes to change the scope or provision of the Services, it shall submit details of the requested change to the other in writing and such change shall only be implemented if agreed in accordance with the remainder of this clause.
- 7.2 If Ecorys UK requests a change to the scope or provision of the Services:
- 7.2.1 the Service Provider shall, within a reasonable time (and in any event not more than ten (10) Working Days after receipt of Ecorys UK's request), provide a written estimate to Ecorys UK of:
- (i) the likely time required to implement the change;

- (ii) any reasonable variations to the Charges arising directly as a result of the proposed change; and
 - (iii) any other impact of the change on the terms of this Agreement or any Order Contract;
 - 7.2.2 if, following receipt of the Service Provider's written estimate submitted in accordance with clause 7.2.1, Ecorys UK does not wish to proceed, there shall be no change to this Agreement or Order Contract; and
 - 7.2.3 if Ecorys UK wishes the Service Provider to proceed with the change, the Service Provider shall do so after agreement on the necessary variations to the Charges, the Services and any other relevant terms of this Agreement and/or Order Contract to take account of the change following which this Agreement and/or Order Contract shall be varied by the parties setting out in writing, and signing, the agreed changes in accordance with clause 26.1.
- 7.3 If the Service Provider requests a change to the scope or provision of the Services, it shall send such request to Ecorys UK in writing, accompanied by a written statement of the matters referred to in clause 7.2.1, and Ecorys UK shall withhold or give its consent to such change in its sole discretion. If Ecorys UK wishes the Service Provider to proceed with the change, the Service Provider shall do so, following a variation of this Agreement and/or Order Contract in writing in accordance with clause 26.1.

8 Meetings and reporting

- 8.1 Ecorys UK and the Service Provider shall hold a quarterly service review meeting and an annual review meeting., or such other frequency as may be requested by either party in writing.
- 8.2 The Service Provider shall comply with the management reporting requirements as set out in the relevant Order.
- 8.3 The Service Provider shall comply with requests from Ecorys UK to fulfil its National Agency annual reporting requirements.

9 Intellectual Property Rights

- 9.1 Where any Intellectual Property Rights owned or licensed by Ecorys UK are required to be used in connection with the provision of the Services or Deliverables, the Service Provider acknowledges that it shall have no right to use the same except to the extent necessary for the provision of the Services or Deliverables and subject to such consents and restrictions as may be specified by Ecorys UK.
- 9.2 The Service Provider hereby assigns (with full title guarantee) to Ecorys UK ownership of any Intellectual Property Rights in the Transferred Deliverables and shall procure the waiver in favour of Ecorys UK of all moral rights relating to the Transferred Deliverables. The Service Provider undertakes at Ecorys UK's request and expense to execute all deeds and documents which may reasonably be required to vest such rights in Ecorys UK and to give effect to this clause 9.2.
- 9.3 The Service Provider hereby grants to Ecorys UK an irrevocable, royalty-free non-exclusive licence of any Intellectual Property Rights in the Deliverables (excluding the Transferred Deliverables) for the purposes of receiving and using, and to the extent necessary to receive and use, the Services and the Deliverables in accordance with this Agreement.

- 9.4 The Service Provider warrants that it has in place contractual arrangements with all members of the Service Provider's Team assigning to the Service Provider their Intellectual Property Rights and waiving their moral rights (if any) in the Deliverables such that the Service Provider can enter into the assignments, licences and waivers set out in this clause 9.
- 9.5 The Service Provider warrants that the provision of the Services or Deliverables does not and will not infringe any third party's Intellectual Property Rights.
- 9.6 Nothing in this Agreement shall prevent the Service Provider from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that it does not result in a disclosure of Ecorys UK's Confidential Information or an infringement of Intellectual Property Rights.

10 Limitation of Liability

- 10.1 Nothing in this Agreement or any Order Contract shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 10.2 Subject to clauses 10.1 and 10.3, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement and/or any Order Contract.
- 10.3 Nothing in this Agreement and/or any Order Contract shall exclude or restrict the liability of the Service Provider to Ecorys UK for any breach by the Service Provider of clause 11 (Confidentiality) or for any breach by the Service Provider of the Data Protection Act 1998 (or any applicable equivalent legislation in any relevant jurisdiction).
- 10.4 The Service Provider shall take out and maintain adequate insurance cover at least to the level described in the Special Terms (Schedule 1). The Service Provider shall provide to Ecorys UK forthwith upon request copies of the relevant certificates and details of any of the insurance cover that it is obliged to have under this clause 10.4.
- 10.5 Subject to clauses 10.1 and 10.2, Ecorys UK's sole liability under this Agreement or any Order Contract shall be to pay to the Service Provider the Charges as and when they become payable (plus any late payment interest properly chargeable under the terms of this Agreement).
- 10.6 The Service Provider shall indemnify Ecorys UK from and against all loss or liability in connection with physical damage to property, death or personal injury caused by or arising out of the negligence of, or breach of this Agreement or any Order Contract by, the Service Provider or any member of the Service Provider's Team.
- 10.7 The provisions of this clause 10 shall survive the termination of this Agreement and any Order Contract, however arising.

11 Confidentiality

- 11.1 For the purposes of this clause 11:
- 11.1.1 the "**Disclosing Party**" is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and

- 11.1.2 the “**Receiving Party**” is the party which receives Confidential Information relating to the other party.
- 11.2 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement and any Order Contract:
- 11.2.1 is given only to such of its staff (or, in the case of the Service Provider, the Service Provider’s Team) and professional advisors or consultants engaged to advise it in connection with this Agreement and/or Order Contract as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement and/or Order Contract; and
- 11.2.2 is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff (or, in the case of the Service Provider, the Service Provider’s Team) or its professional advisors or consultants otherwise than for the purposes of this Agreement and/or Order Contract.
- 11.3 The Service Provider shall ensure that all members of the Service Provider’s Team or professional advisors or consultants are aware of the Service Provider’s confidentiality obligations under this Agreement and any Order Contracts.
- 11.4 The provisions of clauses 11.2 and 11.3 shall not apply to any Confidential Information which:
- 11.4.1 is or becomes public knowledge (otherwise than by breach of this clause 11);
- 11.4.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
- 11.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- 11.4.4 is independently developed without access to the Confidential Information; or
- 11.4.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.
- 11.5 In the event that the Service Provider fails to comply with this clause 11, Ecorys UK reserves the right to terminate this Agreement and/or any Order Contract by notice in writing with immediate effect.
- 11.6 Where the Service Provider or any of its sub-contractors receives a Request for Information, the Service Provider shall:
- 11.6.1 as soon as reasonably practicable after receipt and in any event within five Working Days of receipt, forward the Request for Information to Ecorys UK; and
- 11.6.2 provide all necessary assistance as reasonably requested by Ecorys UK to enable Ecorys UK to respond to the Request for Information, as applicable.
- 11.7 The Service Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that Ecorys UK may

nevertheless be obliged to disclose Confidential Information in accordance with the Information Disclosure Requirements or where such Confidential Information has entered the public domain or been treated by the Service Provider as non-confidential since the date when it was disclosed to Ecorys UK.

12 Force Majeure

- 12.1 Neither party shall be in breach of this Agreement or any Order Contract if it is prevented from or delayed in carrying on its business by a failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of consultants or sub-contractors (save that the Service Provider shall be liable for, and shall not be excused non-performance of this Agreement due to, any breach by its sub-contractors) or as a result of any other cause or circumstance beyond the relevant party's reasonable control ("**Force Majeure**").
- 12.2 A party wishing to rely on an event of Force Majeure shall promptly and in any event within 7 calendar days of becoming aware of the same give written notice to the other party of the nature of the event of Force Majeure and shall use its best endeavours to mitigate the effects of such event of Force Majeure.

13 Termination

- 13.1 Ecorys UK may terminate this Agreement and/or any relevant Order Contract in whole or in part at any time by giving the Service Provider not less than one month's notice in writing whereupon all work under this Agreement or any relevant Order Contract or the part that has been terminated shall be discontinued.
- 13.2 Without prejudice to any other rights or remedies which Ecorys UK may have, Ecorys UK may terminate this Agreement and/or any relevant Order Contract without liability to the Service Provider immediately on giving notice to the Service Provider if:
- 13.2.1 the performance of the Services is delayed, hindered or prevented by circumstances of Force Majeure (as described in clause 12) for a period in excess of 28 days; or
- 13.2.2 where the Service Provider is a company, there is a change of Control of the Service Provider.
- 13.3 Either party may give notice in writing to the other terminating this Agreement and/or any Order Contract with immediate effect if:
- 13.3.1 the other party commits any material breach of any of the terms of this Agreement or any Order Contract and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement and/or Order Contract with immediate effect);
- 13.3.2 an order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/ or manage or administrative receiver or which entitle the

Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or

- 13.3.3 the other party ceases, or threatens to cease, to carry on business.
- 13.4 Ecorys UK may at any time by notice in writing terminate this Agreement and/or any relevant Order Contract with immediate effect if:
- 13.4.1 The Ecorys end customer relevant to the Services terminates its contract with Ecorys or requests that the Service Provider is removed from the performance of the Services; or
- 13.4.2 the Service Provider is in persistent breach of any of its obligations under this Agreement or Order Contract, whether or not such breach is capable of remedy. For the purposes of this clause 13.4, three or more non-material breaches of the terms of this Agreement may together constitute a persistent breach.
- 13.5 In any circumstances where Ecorys UK has the right to terminate this Agreement and/or any Order Contract it may instead, by serving written notice on the Service Provider, opt to suspend the provision of the Services for a reasonable period and Ecorys UK shall not be required to pay any Charges in respect of such period of suspension.
- 13.6 On termination of this Agreement and/or any Order Contract for any reason the Service Provider shall immediately deliver to Ecorys UK all In-put Material and all copies of information and data provided by Ecorys UK to the Service Provider for the purposes of this Agreement and/or the relevant Order Contract (as appropriate) and the Service Provider shall certify to Ecorys UK that it has not retained any copies of In-put Material or other information or data, except for one copy which the Service Provider may use for audit purposes only and subject to the confidentiality obligations in clause 11.
- 13.7 During the period between service of a notice of termination and the effective date of termination, the Service Provider shall provide Ecorys UK with all reasonable assistance and information to enable an efficient handover to a new service provider (or to Ecorys UK).
- 13.8 Termination of this Agreement and/or any Order Contract, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.
- 13.9 Ecorys UK shall pay the Charges for the terminated Services up to the effective date of termination.

14 Assignment and Sub-Contracting

- 14.1 The Service Provider shall not, without the prior written consent of Ecorys UK, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement and/or any Order Contract.
- 14.2 Ecorys UK may assign or novate this Agreement and/or any Order Contract to: (i) any separate entity Controlled by Ecorys UK; (ii) any body or department which succeeds

to those functions of Ecorys UK to which this Agreement and/or any Order Contract relates; or (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to Ecorys UK. The Service Provider warrants and represents that it will (at Ecorys UK's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 14.2.

- 14.3 The Service Provider may not sub-contract the provision of any material part of the Services without the prior written consent of Ecorys UK, such consent not to be unreasonably withheld or delayed.
- 14.4 Notwithstanding any sub-contracting permitted under clause 14.3, the Service Provider shall remain wholly liable and responsible for all acts and omissions (howsoever arising) of its sub-contractors in the performance of the Services and the supply of the Deliverables.
- 14.5 The Service Provider shall pay any valid invoice received from any of its sub-contractors within 30 days following receipt of the invoice.
- 14.6 Ecorys UK reserves the right to request the replacement of any approved sub-contractor on reasonable grounds.

15 Corruption and Collusion

- 15.1 The Service Provider undertakes and warrants that neither it nor any member of the Service Provider's Team have offered, given or agreed to give, nor shall offer or give or agree to give to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do anything in relation to the obtaining of this Agreement or the execution of the Service Provider's obligations under this Agreement or for showing or forbearing to show favour or disfavour to any person, company or firm in relation to this Agreement.
- 15.2 The Service Provider warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with third parties.
- 15.3 The Service Provider warrants that it has not colluded, and undertakes that it will not at any time collude, with any third party relating to its pricing under this Agreement and further warrants and undertakes that it has complied, and will at all times comply, with the provisions of the Competition Act 1998 (or equivalent anti-trust legislation or regulations applicable in the countries in which the Service Provider operates or is to provide the Services) in connection with this Agreement and the provision of the Services and/or Deliverables. Nothing under this clause 15.3 is intended to prevent the Service Provider from discussing the terms of this Agreement and the Service Provider's pricing with the Service Provider's professional advisors.

16 Data Protection

- 16.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, Ecorys UK is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is listed in Schedule 1 by Ecorys UK and may not be determined by the Service Provider.

- 16.2 The Service Provider shall notify Ecorys UK immediately if it considers that any of the Ecorys UK's instructions infringe the Data Protection Legislation.
- 16.3 The Service Provider shall provide all commercially reasonable assistance to Ecorys UK in the preparation of any Data Protection Impact Assessment prior to commencing any new or substantially different methods of processing. Such assistance may, at the discretion of Ecorys UK, 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.
- 16.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 6, unless the Service Provider is required to do otherwise by Law. If it is so required the Service Provider shall promptly notify Ecorys UK before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - i) the Service Provider Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 6);
 - ii) it takes all commercially reasonable steps to ensure the reliability and integrity of any Service Provider Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Service Provider's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Service Provider 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 Ecorys UK or as otherwise permitted by this Contract; 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 EU unless the prior written consent of Ecorys UK has been obtained and the following conditions are fulfilled:
 - (i) Ecorys UK or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by Ecorys UK;
 - (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 (or, if it is not so bound, uses its reasonable endeavours to assist Ecorys UK in meeting its obligations); and
 - (iv) the Service Provider complies with any reasonable instructions notified to it in advance by Ecorys UK with respect to the processing of the Personal Data;
 - (e) at the written direction of Ecorys UK, delete or return Personal Data (and any copies of it) to Ecorys UK on termination of the Contract unless the Service Provider is required by Law to retain the Personal Data.
- 16.5 Subject to clause 11.6, the Service Provider shall notify Ecorys immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access 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 Contract;
 - (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 Personal Data Breach.
- 16.6 The Service Provider's obligation to notify under clause 16.5 shall include the provision of further information to Ecorys UK in phases, as details become available.
- 16.7 Taking into account the nature of the processing, the Service Provider shall provide Ecorys UK with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 16.5 (and insofar as possible within the timescales reasonably required by the Department) including by promptly providing:
- (a) Ecorys UK with full details and copies of the complaint, communication or request;

- (b) such assistance as is reasonably requested by Ecorys UK to enable Ecorys UK to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Department and/or Ecorys UK, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by Ecorys UK following any Personal Data Breach;
 - (e) assistance as requested by Ecorys UK with respect to any request from the Information Commissioner's Office, or any consultation by Ecorys UK with the Information Commissioner's Office.
- 16.8 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:
- (a) Ecorys UK determines that the processing is not occasional;
 - (b) Ecorys UK determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) Ecorys UK determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 16.9 The Service Provider shall allow for audits of its Data Processing activity by Ecorys UK or the Department's designated auditor, acting reasonably and on reasonable notice.
- 16.10 The Service Provider shall designate a data protection officer if required by the Data Protection Legislation.
- 16.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Service Provider must:
- (a) notify Ecorys UK in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of Ecorys UK;
 - (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 Ecorys UK with such information regarding the Sub-processor as Ecorys UK may reasonably require.
- 16.12 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 16.13 The Service Provider 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 Contract).
- 16.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. Ecorys UK may on not less than 30 Working Days' notice to

the Service Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

17 Third Party Rights

- 17.1 This Agreement and any Order Contracts do not create any rights or benefits enforceable by any person not a party to it.

18 Audit

- 18.1 The Service Provider will fully co-operate with and assist Ecorys UK in meeting its audit and regulatory requirements by providing access for Ecorys UK, its internal auditors (which shall include, for the purposes of this Agreement Ecorys UK's internal audit, security and operational risk functions), its external auditors or any agents appointed by Ecorys UK or its regulators (or any person appointed by such body) to conduct appropriate reviews and inspections of the activities and records of the Service Provider (and to take copies of records and documents and interview members of the Service Provider's Team) relating to the performance of the Services and to the accuracy of the Charges. The Service Provider shall maintain all records relating to this Agreement (including, without limitation, the provision of the Services and the payment of all Charges and expenses) for a period of seven (7) years following the year in which the provision of the Services and/or Deliverables under this Agreement and any Order Contract is completed or terminated in accordance with clause 13 or such longer period as Ecorys UK may notify to the Service Provider in writing from time to time.
- 18.2 The Service Provider shall bear its own cost in relation to any reasonable number of audits carried out by Ecorys UK. Where any audit reveals any breach or non-compliance by the Service Provider, the Service Provider shall also bear the costs of Ecorys UK carrying out such audit.

19 Governing Law and Dispute Resolution Procedure

- 19.1 This Agreement and any Order Contracts and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 19.2 Subject to the remainder of this clause 19, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or any Order Contract or their subject matter.
- 19.3 In the event that any claim or dispute arises out of or in connection with this Agreement and/or any Order Contract, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 10 Working Days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 19.3, either party may commence proceedings in accordance with clause 19.2.
- 19.4 Nothing in this clause 19 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or any Order

Contract or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

20 Legislative change

- 20.1 The Service Provider shall neither be relieved of its obligations under this Agreement and/or any relevant Order Contract, nor be entitled to an increase in the Charges, as the result of any change in Law occurring after the Commencement Date.

21 Equal Opportunities and Diversity

- 21.1 The Service Provider shall ensure that it does not, whether as employer or provider of the Services or Deliverables under this Agreement or any Order Contract, discriminate within the meaning of the Equality Act 2010.
- 21.2 The Service Provider shall comply with any equal opportunities or diversity policies or guidelines included in Ecorys UK Requirements.

22 Safeguarding and Protection of Children and Vulnerable Adults

- 22.1 The Service Provider warrants that, in relation to all services in England and Wales it will comply with all legislation and statutory guidance relevant at any time to the safeguarding and protection of children and vulnerable adults (including without limitation, the UN Convention on the Rights of the Child, the Children Act 1989 and the Mental Capacity Act 2005), and with Ecorys UK's Child Protection Policy as may be amended from time to time. Equivalent provisions in equivalent legislation in locations other than England and Wales shall apply in those locations.
- 22.2 The Service Provider acknowledges that, for the purposes of the Safeguarding Vulnerable Groups Act 2006, and any regulations made thereunder, as amended from time to time (the "SVGA"), and where the location is England or Wales, it is the "Regulated Activity Provider" in respect of any "Regulated Activity" (both as defined in the SVGA) and that it will comply in all respects with the SVGA and any regulations or orders made thereunder. Equivalent provisions in equivalent legislation applicable in locations other than England and Wales shall apply in those locations.
- 22.3 The Service Provider shall ensure that it is (and that any individual engaged by it to carry out Regulated Activity in connection with the services is subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (DBS) including a check against the adult's barred list or the children's barred list, as appropriate or a valid local equivalent e.g. police certificate if the individual engaged is outside England or Wales. Where applicable, the Service Provider shall monitor the level and validity of the checks under this clause 1.14.4 for each member of staff or other individual engaged by it to carry out Regulated Activity in connection with the Services.
- 22.4 The Service Provider warrants that at all times whilst this Agreement is in force, it has not, and has no reason to believe that any person who is or will be employed or engaged by the Service Provider in connection with the Services, is barred from carrying out such employment or engagement.
- 22.5 The Service Provider shall immediately notify Ecorys UK of any information that Ecorys UK reasonably requests to enable Ecorys UK to be satisfied that the obligations of this clause 22.4 have been met.
- 22.6 The Service Provider shall refer information about any person employed or engaged by it to carry out Regulated Activity in connection with the Services to the DBS where it is

under a duty to do so under the SVGA and/or it removed permission for such person to carry out the Regulated Activity (or would or might have, if such person had not otherwise ceased to engage in the Regulated Activity), because, in its opinion, such person has harmed or poses a risk of harm to children and/or vulnerable adults.

- 22.7 The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children or vulnerable adults.

23 Publicity

- 23.1 The Service Provider shall not publicise the terms of this Agreement or relevant Order Contract or use the name of Ecorys UK or any trade name or trade mark used by Ecorys UK or refer to Ecorys UK in any other way in any press release, promotional literature, publications or advertising material, including without limitation any website, "blogs", social media or other online services, without the prior written consent of Ecorys UK.

24 Health and Safety

- 24.1 The Service Provider shall promptly notify Ecorys UK of any health and safety hazards which may arise in connection with the performance of this Agreement or any Order Contract, take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by the performance of the Services and notify Ecorys UK of any incident occurring in connection with the provision of the Services which causes or could give rise to personal injury.
- 24.2 The Service Provider shall take all necessary measures to comply with the requirements of the Health & Safety at Work Etc Act 1974 (or any equivalent legislation in any applicable jurisdiction) and any other acts, orders, regulations and codes of practice (including, without limitation, any approved codes of practice) relating to health and safety, which may apply to the performance of this Agreement or any Order Contract.

25 Employees

- 25.1 The Service Provider agrees that it will not, without the prior written consent of Ecorys UK, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person during the Term of this Agreement or any Order Contract or for a period of 6 (six) months following termination, solicit or entice, or endeavour to solicit or entice away from Ecorys UK any person employed by Ecorys UK and involved directly in the receipt or use of the Services.

26 General

- 26.1 Subject to clause 7, no variation of this Agreement or any Order Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 26.2 A waiver of any right or remedy under this Agreement and/or Order Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement and/or Order Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

- 26.3 Nothing in this Agreement or any Order Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.
- 26.4 If any court or competent authority finds that any provision of this Agreement and/or Order Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement and/or Order Contract shall not be affected.
- 26.5 If any invalid, unenforceable or illegal provision of this Agreement and/or Order Contract would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- 26.6 Notice given under this Agreement or any Order Contract shall be in writing, sent for the attention of the person, and to the address, given in the Special Terms (Schedule 1) (or such other address or person as the relevant party may notify to the other party) and shall be delivered either:
- 26.6.1 personally;
 - 26.6.2 by courier;
 - 26.6.3 by pre-paid, first-class post; or
 - 26.6.4 by recorded delivery.

A notice is deemed to have been received: if delivered personally, at the time of delivery; in the case of pre-paid first class post, recorded delivery or courier, 48 hours from the date of posting. If deemed receipt under this clause 26.6 is not within Working Hours the notice will be deemed to be received at the commencement of normal Working Hours on the first Working Day following delivery. To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

Schedule 1

Processing, Personal Data and Data Subjects

The Contractor shall comply with any further written instructions with respect to processing by Ecorys.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>Enquirers about, and applicants to, the EU Programme for Education, Training, Youth and Sport 2014-20 and the European Solidarity Corps; or where applicants are corporate, their staff, volunteers, trainees or employees. Also staff in related bodies (UK Government Departments, the European Commission and its Agencies, its auditors etc.)</i>
Duration of the processing	<i>Enquirers: until their participation in a training session or their enquiry is complete. Applicants: during the lifetime of their placement in the UK or until their placement starts outside the UK. Related bodies: the relevant time for the matter concerned. Retention periods specified in 'Nature and purposes of the processing' below.</i>
Nature and purposes of the processing	<p><i>Enquirers: to reply to their enquiries, and short term retention (up to six months) of their details to assist in the event that they become applicants or otherwise follow-up their enquiries. Applicants: retention of details from receipt of their applications until five years after the conclusion of this Framework Agreement for monitoring and audit purposes. Related bodies: to reply to and store correspondence. Data to be retained securely within the UK for up to six years.</i></p> <p><i>Further information regarding the type of enquirers and applicants can be found in the Erasmus+ and European Solidarity Corps Programme Guides.</i></p> <p><i>Correspondence will mainly be directed within the UK and its territories, except where compliance with the EU Financial and other Regulations requires correspondence with the European Commission relating to applicants.</i></p>
Type of Personal Data	<i>All: Names including title and gender, addresses, telephone numbers, plus corporate affiliation and nationality and age. Applicants: additionally details of their training application, assessment thereof, acceptance or rejection, and for accepted applicants reporting.</i>
Categories of Data Subject	<i>Staff (including volunteers, agents, and temporary workers) of applicants, and their volunteers/trainees/employees, Government Departments and their staff, members of the public who enquire.</i>

Plan for return and destruction of the data once the processing is complete
UNLESS requirement under union or member state law to preserve that type of data

Enquirers: until six months after receipt of their enquiry. Applicants: in accordance with EU requirements, five years after the conclusion of this Framework Agreement .

Related bodies: the relevant time for the matter concerned.

After these periods the data is to be securely destroyed.

SAMPLE

Schedule 2

Order Process

- 1 Orders shall be placed by authorised personnel working for Ecorys UK.
- 2 Any Order specific requirements shall be set out as Order Specific Terms.
- 3 Orders will include a reference number of the format such as: **TEC-W/E/S/NI-2020-01** which can be regarded as the mark that the Order has the necessary approval within Ecorys UK.
- 4 An Order must not be accepted by the Service Provider unless it is on a valid Ecorys UK order form (as set out at Schedule 6), which is signed by the relevant authorised person in accordance with clause 1 of this Schedule 5 at the relevant Ecorys UK office.

Schedule 3

Template Form of Order for Services

This Order Form is issued subject to the provisions of the framework agreement entered into between the Service Provider and Ecorys UK on **[insert date]** ("Framework Agreement"). The Service Provider agrees to deliver the Services specified below on and subject to the terms of this Contract.

Erasmus+ Programme

CALL-DOWN CONTRACT FOR EXTERNAL EXPERTS

CLAIM FOR PAYMENT FOR THE PROVISION OF SERVICES

Date	[]	REF	[] To be quoted on all correspondence relating to this Order.
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Ecorys UK	ECORYS UK Company number 01650169, with its principal office at, Quay Place, 92-93 Edward Street, Birmingham B1 2RA
Invoice Address	Ecorys UK (European Solidarity Corps) Quay Place 92-93 Edward Street Birmingham B1 2RA Email: finance@ecorys.com

TO

Service Provider	[] "Service Provider"
Service Provider's Address	[]

Description of services provided:					
[Period and location of training]					
[Main objectives and expected outcomes and outputs]					
Start Date:				End Date:	
Maximum number of trainees:		Fee per trainee:	€900/700/400/300.00 ¹	Estimated maximum Total Fee:	
Total claimed:			 	 	

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES to enter a legally binding contract with Ecorys UK to provide the Services. The Parties hereby acknowledge and agree that they have read the terms and conditions of the Framework Agreement and the Order Form and by signing below agree to be bound by the terms of this

¹ Fee rates relate to:

- On-arrival training: up to €900
- Mid-term training: up to €700
- Annual ESC Evaluation event: up to €400
- Pre-departure training: up to €300

Contract.

For and on behalf of Ecorys UK:

Name and Title	
Signature	
Date	

For and on behalf of the Service Provider:

Name and Title	
Signature	
Date	

SAMPLE