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SERVICE LEVEL AGREEMENT

**AGREEMENT RELATING TO THE PROVISION
BY MELTON BOROUGH COUNCIL OF
PROCUREMENT SERVICES FOR
THE CLIENT COUNCIL**

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THIS AGREEMENT is made the day of 2020

BETWEEN:

1. **MELTON BOROUGH COUNCIL** of Parkside, Station Approach, Burton Street, Melton Mowbray, Leicestershire LE13 1GH ("**MBC**"); and
2. **THE CLIENT COUNCIL** of INSERT ADDRESS ("**the Council**");

Commented [MF1]: Insert HDC legal address

WHEREAS:

- (1) Under the terms of the Local Authorities (Goods and Services) Act 1970 a Local Authority may enter into agreements with other authorities for the provision of administrative, professional or technical services.
- (2) MBC and the Council have agreed that MBC shall provide to the Council such Procurement Services as set out in this Agreement.
- (3) Schedule 1 sets out respectively the detailed responsibilities of MBC and the Council and charges for the Procurement Services provided.

NOW IT IS AGREED AS FOLLOWS:

1. Definitions and interpretations.

1.1 In this agreement:

- 1.1.1 "Commencement Date" means the 1st December 2020.

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DRAFT

- 1.1.2 “Confidential Information” means any information shared between the parties pursuant to this agreement whether or not it has reasonably and properly 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, properties, assets, trading practices, Services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either party;
- 1.1.3 “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;
- 1.1.4 “Data Protection Impact Assessment” is an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data. Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.
- 1.1.5 “Data Loss Event” is any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
- 1.1.6 “Data Subject Request” is 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.

DRAFT

- 1.1.7 “DPA 2018” means Data Protection Act 2018.
- 1.1.8 “GDPR” means the General Data Protection Regulation (*Regulation (EU) 2016/679*) Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing.
- 1.1.9 “Lead Officer” means the person named in writing by each party that will act as the principal point of contact with the other party in the day to day operation of the Procurement Services.
- 1.1.10 “LED” means Law Enforcement Directive (*Directive (EU) 2016/680*) Protective Measures: 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.
- 1.1.11 “Sub-processor” means any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.
- 1.1.12 “Processor Personnel” means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.
- 1.1.14 “Procurement Services” means the services set out in Schedule 1 and such additional services as may be agreed under the terms set out in Clause 4 provided under the service name of Welland Procurement by MBC.
- 1.1.15 “PCR 2015” mean the Public Contract Regulations 2015 (as amended).

DRAFT

1.1.16 "Service Levels" means the service levels which apply to the provision of the Services as set out in Part 1 of Schedule 1.

1.1.17 "Service Charges" means the charges to be paid to MBC for the Procurement Services in accordance with the process set out in Schedule 1 and as may be agreed under the terms set out in Clause 4.

1.1.18 "Threshold" means the financial value of contracts at which the services, goods or works as the subject of the contract must be advertised as determined from time to time by the Home Office and published in FATSthe FIND A Tender Service (FATS) and, secondly, determined in the Great British Pound equivalent value and published periodically by Crown Commercial Services by means of a Procurement Policy Note

1.1.19 "VAT" means value added tax.

1.1.20 "Transparency Code" means the Local Government transparency code 2015.

1.2 The further expressions (if any) defined in this agreement shall have the meaning so specified.

1.3 The headings are inserted for convenience only and shall not affect the construction of this agreement.

1.4 Unless the context requires otherwise:

1.4.1 words importing the singular number shall include the plural and vice versa;

1.4.2 words importing any particular gender shall include all other genders; and

DRAFT

1.4.3 references to persons shall include bodies of persons whether corporate or incorporate.

1.5 Any reference in this agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as the same may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of this agreement) and including all subordinate legislation made under it from time to time.

2. Period of Agreement

2.1 The Agreement shall commence on the Commencement Date and continue in force for a minimum period of three (3) years.

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2.2 Notice of termination of this Agreement cannot be made for the first eighteen (18) months and any subsequent termination must then be made in accordance with Clauses 10 and 11.

3. Services to be provided

3.1 The Services to be provided and the rights and obligations to be discharged by MBC and the Council are respectively as set out in Part 1, Part 2 and Part 3 of Schedule 1 to this Agreement.

3.2 MBC shall use all reasonable endeavours to provide the Procurement Services in a professional and efficient manner and in accordance with such appropriate or relevant standards (if any) as may be set out in Schedule 1 to this Agreement.

4. Additional Services

4.1 At the request of the Council, MBC may provide a written quotation as soon as reasonably practicable for additional services and if the quotation is

DRAFT

accepted by the Council, MBC shall use all reasonable endeavours to provide such additional services in accordance with the quotation provided and subject to such additional services being within MBC's general area of competence (including legal competence) and are reasonably related to these Procurement Services and can reasonably be accommodated within work schedules.

5. Payments

5.1 The Council shall pay to MBC in cleared funds within 28 days of receipt of a valid invoice:

5.1.1 all Service Charges six months in arrears.

5.1.2 the annual cost of the service in the sum of £39,500 from the Commencement Date per financial year unless varied in accordance with Schedule 1, Part 2, Paragraph 3 of this Agreement.

6. VAT

6.1 Unless otherwise stated all sums payable under this agreement are exclusive of VAT and other duties and taxes and should any such or other duties or taxes become payable in respect of the said sums they shall be payable in addition to the said sums.

7. Variations

7.1 Any of the Services or terms or conditions of this agreement may be amended or deleted and any new services or terms or conditions may be added provided that both parties agree in writing. Any changes will be considered and reflected in Schedule 1 Part 2 of this agreement.

8. Staffing

DRAFT

8.1 The parties shall each nominate in writing to each other a Lead Officer who will act as the principal points of contact between the parties in the day to day provision of the Services.

8.2 Either party may change the identity of its Lead Officer at any time by informing the other party in writing.

9. Assets and Property

9.1 All rights in the property and equipment (including intellectual property) used in the provision of the Procurement Services shall remain with the owner.

9.2 All intellectual property rights created in providing the Procurement Services shall vest in the creating party and each party grants the other a non-exclusive royalty free licence to use any intellectual property rights created in the provision of the Procurement Services, throughout the duration of this Agreement, and shall cease on termination of this agreement.

10. Termination

10.1 Subject to clause 2.1 and 2.2 above, either party shall have the right to terminate this agreement upon not less than twelve (12) months written notice, and such termination shall take effect on 31 March of any given year and or upon giving one months written notice in the event of a fundamental breach of the terms of the agreement by the other party (this is without prejudice to the parties' rights of termination with cause).

10.2 In the event that one party gives notice of its intention to terminate this agreement under any of its provisions at 10.1 both parties shall use all reasonable endeavours to maintain the provision of the Procurement Services at its normal standard whilst the agreement is still in force.

DRAFT

11. Consequences of termination of the agreement

11.1 There shall be a reconciliation of accounts at the termination of this agreement as agreed between the parties PROVIDED that any dispute shall be resolved in accordance with Clause 13.

12. Liability

12.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its negligence or fraudulent misrepresentation or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

12.2 Subject to clauses 12.1 and 12.5, MBC will indemnify the Council against all actions, claims and losses arising from the provision of the Procurement Services to the extent caused or contributed to by the negligence of MBC or its employees, agents or servants (including deliberate act or omission) PROVIDED that such indemnity shall apply to direct losses only.

12.3 Without prejudice to its obligations under Clause 12.2 MBC shall at all times take out and maintain adequate insurance to cover all sums which MBC is legally liable to pay in respect of or in consequence of accidental injury to or death of any person or for accidental damage to third party property insofar as such injury or death or damage arises from the provision of the Procurement Services.

12.4 MBC shall take out and maintain insurance in respect of Public Liability insurance for an amount not less than Ten Million Pounds (£10,000,000.00) and Professional Indemnity Insurance for an amount not less than Five Million Pounds (£5,000,000).

12.5 Subject to clause 12.1, the Council will indemnify MBC against all actions, claims and losses arising from the provision of the Procurement Services to

DRAFT

the extent caused or contributed to by the negligence of the Council or its employees, agents or servants (including deliberate act or omission) PROVIDED that such indemnity shall apply to direct losses only.

12.6 Subject always to Clause 12.1 and 12.7 each party's liability under this agreement shall in no event exceed the amount paid by the Council to MBC for the Procurement Services (as determined at the date on which the liability arises) performed in that year (and for the purposes of this clause a year shall be calculated with reference from the Commencement Date and each subsequent anniversary) and in no event shall either party be liable to the other for:

12.6.1 loss of profits, business revenue or goodwill; or

12.6.2 indirect or consequential loss.

12.7 Insofar that the agreement is terminated by a party as a result of a fundamental breach by the other, the party in breach shall be wholly responsible for and shall indemnify the innocent party from any third party claims arising out of any contract entered into between the innocent party and a third party for the provision of any part of the Procurement Service in the event of the termination of this agreement.

13. Disputes procedure

13.1 Any disputes arising which cannot be solved at an operational level within fourteen (14) days of written notification by either party shall be escalated to a senior manager, to be nominated by the parties upon commencement of the agreement in each organisation who will then meet to attempt to resolve the dispute in good faith. If the dispute cannot be resolved within twenty one (21) days of such escalation it may be referred by either party to arbitration.

13.2 Where a matter is referred to arbitration it shall be referred to a single arbitrator to be agreed between the parties or failing such agreement within

DRAFT

fourteen (14) days to be nominated by the President for the time being of the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 (as amended). Unless otherwise agreed in writing the costs of arbitration shall be shared evenly and the decision of the arbitrator shall be final and binding on both parties.

13.2 Nothing in this dispute resolution procedure shall prevent a party from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

13.3 Notwithstanding any dispute between the parties MBC shall continue to provide the Procurement Services under the terms of this agreement and the Council shall not be entitled to withhold or to unreasonably delay any payments for the Procurement Services until the dispute is resolved.

14. Force Majeure

14.1 Both parties shall be released from their obligations under this agreement in the event of a national emergency or war or prohibitive government regulation or industrial action or any other cause beyond the reasonable control of the parties which renders the performance of the agreement not reasonably practical and the agreement shall be terminated forthwith and all sums due under the agreement shall become payable immediately.

15. Assignment

15.1 Save in respect of Clause 15.2 below MBC may assign or sub-contract any part of this agreement with the written consent of the Council provided that such assignment is made to an organisation or person of no lesser experience, qualification and standing than that provided by MBC.

15.2 In the event MBC:

(i) outsources a significant part of the Procurement Services; or

DRAFT

- (ii) becomes outsourced itself; or
- (iii) forms part of a shared service

MBC may only assign or sub-contract any part of this agreement with the written consent of the Council which shall not be unreasonably withheld or delayed.

16. Ombudsman and other complaints

- 16.1 Each party shall provide all reasonable assistance to the other in relation to complaints from third parties relating to the Procurement Services and access to all information reasonably required in the case of each party by the relevant monitoring officer, the relevant officer appointed under Section 151 Local Government Act 1972 or the relevant auditor appointed by Public Sector Audit Appointments Limited.
- 16.2 If a complaint of maladministration relating to the provision or failure to provide the Procurement Services is received it will be dealt with by MBC in consultation with the Council provided that any outcome that involves additional expenditure for the Council will be reported to the Council and resolved under the disputes procedure if necessary in Clause 13.

17. Confidentiality

17.1 Each party:

17.1.1 shall treat all Confidential Information belonging to the other party as confidential and safeguard it accordingly; and

17.1.2 shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the agreement or except where disclosure is otherwise expressly permitted by the provisions of the agreement.

DRAFT

17.2 Each party shall take all necessary precautions to ensure that all Confidential Information obtained from the other party under or in connection with the agreement:

17.2.1 is given only to such of the receiving party's employees and professional advisors, sub-contractors or consultants engaged to advise it in connection with the agreement as is strictly necessary for the performance of the agreement and only to the extent necessary for the performance of the agreement; and

17.2.2 is treated as confidential and not disclosed (without the other party's prior approval) or used by any of the receiving party's employees or such professional advisors, sub-contractors or consultants otherwise than for the purposes of the agreement.

17.3 The provisions of Clauses 16.1 and 16.2 shall not apply to any Confidential Information received by one party from the other if:

17.3.1 it is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of the agreement; or

17.3.2 the information came from a source not connected with the agreement and that source is not under any obligation of confidence in respect of the information; or

17.3.3 the information was known to the receiving party before the date of the agreement and the receiving party was not under any obligation of confidence in respect of the information; or

17.3.4 a party is required by law to disclose it (but only to the extent of any such required disclosure); or

17.3.5 the parties agree in writing that it is not confidential.

DRAFT

18. Data Protection Act

18.1 Both MBC and the Council shall comply with all requirements of the Data Protection Legislation and any regulations made under it or any amendments or re-enactments thereof.

18.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and MBC is the Processor unless otherwise specified and agreed. The only processing that the Processor is authorised to do is that specifically agreed on a procurement by procurement basis, by the Controller and may not be determined by the Processor.

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

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

18.4.1 a systematic description of the envisaged processing operations and the purpose of the processing;

18.4.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

18.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

18.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

DRAFT

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

18.5.1 process that Personal Data only in accordance with the Controller's specific request, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

18.5.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

18.5.3 ensure that :

- (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement;
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

DRAFT

- (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

18.5.4 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, use all reasonable endeavours to assist the Controller in meeting its obligations); and
- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and

18.5.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

18.6 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

18.6.1 receives a Data Subject Request (or purported Data Subject Request);

18.6.2 receives a request to rectify, block or erase any Personal Data;

18.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

DRAFT

18.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

18.6.5 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

18.6.6 becomes aware of a Data Loss Event.

18.7 The Processor's obligation to notify under clause 17.6 shall include the provision of further information to the Controller in phases, as details become available.

18.8 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 17.6 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

18.8.1 the Controller with full details and copies of the complaint, communication or request;

18.8.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

18.8.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

18.8.4 assistance as requested by the Controller following any Data Loss Event;

DRAFT

18.8.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

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

18.9.1 the Controller determines that the processing is not occasional;

18.9.2 the Controller 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; or

18.9.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

18.12.1 notify the Controller in writing of the intended Sub-processor and processing;

18.12.2 obtain the written consent of the Controller;

DRAFT

18.12.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 17.12 such that they apply to the Sub-processor; and

18.12.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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

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

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

18.16 Where the Parties include two or more Joint Controllers in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement in replacement of Clauses 18.2 to 18.16 for the Personal Data under Joint Control.

19. Freedom of Information

19.1 Each party acknowledges that the other is subject to and has obligations under the Freedom of Information Act 2000 (the "FOIA"). Each party shall comply with all requests made by the other party necessary (including but not limited to providing requested documentation and making staff available to be interviewed) to allow that other party to meet its legal obligations.

DRAFT

20. Consequences of Termination

20.1 Clauses 17, 18 and 19 shall survive the expiry or earlier determination of this agreement.

21. Waiver

21.1 The failure of either of the parties at any time or from time to time to require performance of any provision of the agreement shall in no way affect its right to enforce such provision at a later time. No waiver by either of the parties of any condition or breach of any term contained in this agreement whether by conduct or otherwise in any one or more instances shall be deemed to be construed as a further or continuing waiver of any such condition or breach.

22. Health and Safety

22.1 It is the responsibility of MBC to ensure that Health and Safety requirements are met and appropriate risk assessments are carried out to enable the Procurement Services to be delivered.

22.2 MBC shall adopt safe systems of work and comply with all health and safety requirements in accordance with MBC's Health and Safety policy.

22.3 Where the Procurement Services or any part of thereof are to be carried out at the Council's premises the Council undertakes that the premises at which the Procurement Services are to be provided are fully compliant and will be maintained in accordance with all Health and Safety requirements to enable MBC to carry out the Procurement Services in compliance with any statutory duty or otherwise placed upon it.

22.4 In the event that a claim arises against MBC as a result of the Council's failure to comply with its duty as described in clause 21.3 then the Council shall fully

DRAFT

indemnify MBC in respect of any such claim or claims and any costs or expenses (including legal costs and expenses) arising whether directly or indirectly out thereof.

23. Jurisdiction

23.1 This agreement shall be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England.

AS WITNESS the parties have executed this agreement on the day and year first above written.

Signed on behalf of
MELTON BOROUGH COUNCIL
In the presence of:

Director _____
[Insert Full Name] _____

Witness _____
[Insert Full Name] _____

AS WITNESS the parties have executed this agreement on the day and year first above written.

Signed on behalf of
THE CLIENT COUNCIL
In the presence of:

Director _____
[Insert Full Name] _____

Witness _____
[Insert Full Name] _____

DRAFT

SCHEDULE 1

PART 1

PROCUREMENT RESPONSIBILITIES

1 PROCUREMENTS ABOVE THE RELEVANT FATS THRESHOLD

Commented [MF4]: Update and remove any reference to OJEU.

1.1 Scope

This schedule covers all procurements for goods, services and works where the contract value is greater than the relevant FATS Threshold. Councils should consult their Contract Procedure Rules/Standing Orders for information on the current Threshold and if necessary the means of calculating a contract value. MBC will support the Council with calculations.

Procurements with a value greater than the relevant Threshold are covered by the Remedies Directive 2009 (The Amendment Regulations 2009) and as such are subject to increased risk and an obligation to understand and comply with the detail of the Public Contract Regulations 2015. The Council's Contract Procedure Rules/Standing Orders therefore establish a requirement for MBC to be involved in such procurements at every stage to minimise those risks.

Commented [MF5]: Amend to include any subsequent public procurement regulations

1.2 Responsibilities of the Council and MBC

These responsibilities are supported further by the "Roles and Responsibilities" document appended to this agreement.

Responsibilities of the Council	Responsibilities of MBC
The Council and MBC will at the commencement of this agreement and at the start of every financial year thereafter	The Council and MBC will at the commencement of this agreement and at the start of every financial year thereafter

DRAFT

prepare and agree an annual service plan to agree procurements.	prepare and agree an annual service plan to agree procurements.
The Council will notify MBC as soon as it becomes aware of procurements where the value is greater than the relevant Threshold where they are not otherwise included on the annual service plan. Where possible the Council should notify MBC of such procurements at least six (6) months before the intended procurement publication date in order that the Unit can plan and allocate resources.	MBC will offer its professional services at every stage of a procurement covered by this schedule to ensure compliance with PCR 2015. Those services will include, but are not limited to, advice, document drafting and editing, relevant advertising, support for the evaluation process including the notification of award and the posting of award notices. MBC shall liaise directly with officers and suppliers as appropriate and required to provide the service to the Council.
The Council will ensure that officers responsible for procurements covered by this schedule enable MBC to be involved at every stage of the procurement. Those stages include but are not limited to: timetabling; drafting of procurement documents; agreement of weightings and criteria; relevant advertising; evaluation and award notification.	MBC will draft relevant procurement documents or comment on drafts produced by the Council or its representative. Such documents might include but are not limited to: procurement timetable; tender documents; criteria and weightings; evaluation schedule; and notification of award letters.
The Council is responsible for drafting such documents as are necessary to describe the requirement, for example the specification with support as required by MBC.	MBC will draft and publish the FATS notice as well as the Contracts Finder advertisement. Other advertising will be the responsibility of the Council but should only take place once the above named advertising has been published.
The Council or their representative is responsible for co-operating with MBC on the production of relevant procurement documents.	MBC will offer advice and support throughout the evaluation process and will carry out the role as independent moderator.

DRAFT

<p>The Council will be responsible for convening tender evaluation panels and ensuring their compliance with Contract Procedure Rules/Standing Orders with support as required by MBC.</p>	<p>MBC will draft notification of award letters ensuring that Regulation and best practice is complied with or will comment on drafts produced by the Council or their representative. Such letters should not be issued without the receipt of advice from MBC.</p>
<p>The Council must ensure that the MBC representative is engaged throughout the evaluation process and is included as an independent moderator.</p>	<p>MBC will support the Council through any feedback/challenge process during the standstill period and offer such advice as is necessary.</p>
<p>The Council must ensure that MBC is consulted before notification of award letters are circulated.</p>	<p>MBC will offer advice as required on the Council's due diligence activity.</p>
<p>The Council is responsible for the completion of all due diligence activity, for example financial assessment, checking of accreditations and certificates etc. The advice of MBC may be sought if required.</p>	<p>MBC will gather all information needed to produce a PCR 2015 Regulation 84 report, in co-operation with the Council, for every procurement covered by this schedule (when required).</p>
<p>The Council will co-operate with MBC in the production of the PCR 2015 Regulation 84 report.</p>	<p>MBC will publish an award notice on FATS and Contracts Finder following the conclusion of the procurement process.</p>
<p>The Council is responsible for arranging for any resultant contract to be signed/sealed in accordance with the Contract Procedure Rules/Standing Orders and for the relevant details to be added to its Contract Register in compliance with Transparency Regulations.</p>	
<p>The Council is responsible for obtaining Terms and Conditions, TUPE information</p>	

DRAFT

and any subsequent out-sourcing/in-sourcing advice that is not procurement related.	
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2 TENDERS BELOW THE RELEVANT THRESHOLD

2.1 Scope

This schedule covers all tenders for goods, services and works where the contract value is less than the relevant FATS Threshold. Councils should consult their Contract Procedure Rules/Standing Orders for information on the current Threshold, the means of calculating a contract value and information on tender processes.

Tenders with a value less than the relevant Threshold are covered by the PCR 2015 but not the Remedies Directive 2009. Such procurements are therefore subject to fewer risks but a detailed knowledge of Part 4, Chapter 8 (Below Threshold Procurements) of the PCR 2015 is still required. MBC will provide the advice and support detailed below, should there be issues with capacity MBC will agree the relevant level of support.

2.2 Responsibilities of the Council and MBC

These responsibilities are supported further by the "Roles and Responsibilities" document appended to this agreement.

Responsibilities of the Council	Responsibilities of MBC
The Council should consult its Procurement Toolkit and relevant template documents (as produced by MBC) in order to identify the process required. The Council may seek advice from MBC to confirm its	In co-operation with the Council, MBC will draft relevant procurement documents or comment on drafts produced by the Council or its representative. Such documents might include but are not limited to:

DRAFT

<p>opinion.</p>	<p>procurement timetable; tender documents criteria and weightings; evaluation schedule; notification of award letters.</p>
<p>The Council is responsible for drafting such documents as are necessary to describe the requirement, for example the specification with support as required from MBC.</p>	<p>MBC will publish the required Contracts Finder advert. Additional advertising is the responsibility of the Council but should only take place once the above named advertising has been published.</p>
<p>Using templates produced by MBC, the Council is responsible for developing an appropriate evaluation schedule. The Council may seek support from MBC in carrying out this activity.</p>	<p>MBC will offer advice and support throughout the tender evaluation process and will carry out the role as independent moderator.</p>
<p>The Council is responsible for convening tender evaluation panels and ensuring their compliance with Contract Procedure Rules/Standing Orders. The Council will include MBC to carry out the role as independent moderator.</p>	<p>MBC will offer advice as required on the Council's due diligence activity.</p>
<p>The Council is responsible for the completion of all due diligence activity, for example financial assessment, checking of accreditations and certificates etc. The advice of MBC may be sought if required.</p>	<p>MBC will publish an award notice on Contracts Finder following the conclusion of the procurement process.</p>
<p>The Council is responsible for arranging for any resultant contract to be signed/sealed in accordance with</p>	

DRAFT

the Contract Procedure Rules/ Standing Orders and for the relevant details to be added to its Contract Register in compliance with Transparency Regulations.	
The Council is responsible for obtaining Terms and Conditions, TUPE information and any subsequent out-sourcing/in-sourcing advice that is not procurement related.	

3 QUOTATIONS BELOW THE RELEVANT TENDER THRESHOLD

3.1 Scope

Quotations are competitive procurement processes. Such processes are governed by the principles of the PCR 2015 rather than the detail and so are subject to fewer risks than higher value procurements. Councils should consult their Contract Procedure Rules/Standing Orders and the Procurement Toolkit/Template Documents when conducting such procurements.

MBC will provide the advice and support detailed below, should there be issues with capacity MBC will agree the relevant level of support.

3.2 Responsibilities of the Council and MBC

Responsibilities of the Council	Responsibilities of MBC
Councils are responsible for conducting a quotation exercise with support from the Procurement Toolkit and template documents produced by MBC with support as required from	Advice and support may be offered where required and usually only in exceptional cases.

DRAFT

MBC.	
The Council is responsible for arranging for any resultant contract to be signed in accordance with the Contract Procedure Rules/ Standing Orders and for the relevant details to be added to its Contract Register in compliance with Transparency Regulations.	
The Council is responsible for obtaining Terms and Conditions, TUPE information and any subsequent out-sourcing/in-sourcing advice that is not procurement related.	

4 FRAMEWORK AGREEMENT DIRECT AWARDS AND FURTHER COMPETITIONS

4.1 Scope

Framework agreements are contracts which have already been let, usually by central purchasing bodies such as Crown Commercial Services, and which are available for Councils to use. The compliant use of a framework agreement open to the Council enables compliance with both the PCR 2015 and Contract Procedure Rules/Standing Orders.

Framework agreements can offer a competitive route to market for more standard requirements. However, the rules for their use must be followed to ensure compliance. MBC will provide the advice and support detailed below, should there be issues with capacity MBC will agree the relevant level of support.

DRAFT

4.2 Responsibilities of the Council and MBC

Responsibilities of the Council	Responsibilities of MBC
The Council is responsible for finding a relevant framework agreement for its requirement. Advice may be sought from MBC as required by the Council.	MBC will provide such advice as is asked of it within a reasonable period.
The Council is responsible for ensuring that the framework agreement is available for its use and that the rules for using that framework agreement are followed. Advice may be sought from MBC.	
The Council is responsible for arranging for any resultant contract to be signed/sealed in accordance with the Contract Procedure Rules/ Standing Orders and for the relevant details to be added to its Contract Register in compliance with Transparency Regulations.	
The Council is responsible for obtaining Terms and Conditions, TUPE information and any subsequent out-sourcing/in-sourcing advice that is not procurement related.	

DRAFT

PART 2

THE PROCUREMENT SERVICES

1. The Procurement Service shall include management of procurement by MBC in relation to:

One-off exercises, to be completed within 6 months of service start up:

- i. Update the Contract Procedure Regulations (CPR) and the Statement of Required Practice for Procurement (SORP) into a more comprehensive and streamlined set of guidance and rules for use by HDC
- ii. Transfer HDC across from the Delta eProcurement Suite to the WP managed Pro-contract eProcurement suite
- iii. Update the CPR in line with national changes in procurement regulations (currently due late 2023).
- iv. Move the contracts register from excel based format to being held/published within Pro-Contract.

Annual Reporting

- v. Attendance (in Person if Required) at Annual reporting of procurement activity/performance/efficiencies etc to HDC Audit & Standards Committee.
- vi. Annual "compliance" review of procurement and reporting (including attendance) to Audit & Standards Committee (to be combined with the above).
- vii. To prepare an annual report to HDC including information on performance indicators as monitored and captured by MBC.

DRAFT

Ongoing and Ad-hoc services from going live:

- viii. The addition of HDC's Procurement needs in the Welland Procurement Annual Service Plan. This will assess the level of support needed from WP in managing the procurements put forward by HDC
 - ix. Operational procurement support and delivery as required, from Ad-hoc advice to leading on larger strategic procurements, as agreed in the annual service plan.
 - x. Procedural guidance to enable compliance and to ensure the Council are provided with updates that would affect the Contract Procedure Rules/Standing Orders of the Council.
 - xi. Maximising value to the Council through the efficient and effective delivery of procurement plans.
 - xii. Developing effective procurement networks.
 - xiii. Supporting and advising on potential and actual challenges.
 - xiv. Facilitating the use of e-procurement including the provision of relevant reports to support the Council in complying with the Transparency Code.
 - xv. Generic support and advice to the Council to include procurement overview updates to the Senior Management Team. One formal training session to all officers will be delivered by WP each financial year of this agreement period; and
 - xvi. Facilitation and dissemination of best practice procurement.
2. The Council remains responsible for:
- i) Deciding whether to participate in a contract, or not, and shall give, or withhold, its consent through its Officers on participation or award.

DRAFT

- ii) The implementation of its procurement contracts, staff awareness of procedures and practices, dissemination of support documentation, and adherence to agreed policies and procedures.
- iii) The provision of legal services.

3. Service Charges:

- i) A one off charge for procurement services covering .part 2 The procurement services, sections 1.i, 1ii and 1.iv of no more than £3600 covering 12 days work at £300 per day.
- ii) In the first year, a fee of £48,000 is payable from the Commencement Date. Subsequent years will be subject to increases limited to covering the additional costs of providing the service, for example but not limited to officer pay increments or agreed changes to service delivery based on increased service offer in accordance with paragraph 3 iii) below.
- iii) MBC will invoice the Council twice annually for the relevant amount to cover its costs.
- iv) The Service Charges will be reviewed on an annual basis in line with the agreed service delivery proposals to consider service requirements.

PART 3

THE SERVICE PLAN (to be updated on an annual basis)

- i) The blank service plan will be submitted annually by Welland Procurement for completion the Council. The returned service plan will be assessed by Welland Procurement in line with plans from other members and a final list of accepted works agreed based on a fair usage of available resources.