

# Partner Service Delivery Agreement *sample*



Date \_\_\_\_\_

## 1. Background

- a) ABC Ltd has been engaged by (*Job Centre Plus/other agency as appropriate*) to provide services under Contract as the main Principal or Lead Partner in this partnership bid.
- b) ABC has agreed to engage XYZ Ltd as a Delivery Partner to assist in delivering those services under the terms of this Agreement with (*Job Centre Plus/other agency as appropriate*).

### 1.1 Parties to the agreement

- a) This Agreement is between **ABC**, a company limited by guarantee (No.XXXXXX) and a registered charity (No.XXXXX) whose registered office is at [address] and who shall be represented by the designated signatory below,
- b) And XYZ Ltd (hereinafter called the "Delivery Partner"), whose office is at [address] and who shall be represented by the designated signatory below.

## 2. Relationship between the Principal and Partner

- 2.1 ABC is the Principal/Lead Partner in this partnership bid to deliver the New Partnership for Unemployed Disabled People (NEWPUD) project contracted with (*Job Centre Plus/other agency as appropriate*) under the ESF Co- Financing.
- 2.2 ABC therefore has the contractual agreement and relationship with (*Job Centre Plus/other agency as appropriate*) to deliver the NEWPUD project under the terms and conditions stated in the agreement between (*Job Centre Plus/other agency as appropriate*) and ABC Ltd.
- 2.3 XYZ Ltd has agreed to be a Delivery Partner in this partnership bid to deliver a specific and assigned aspect of this project for agreed fees. (See section on performance).
- 2.4 XYZ is obliged under this agreement to deliver the aspects of the project assigned to them under the terms and conditions stipulated by (*Job Centre Plus/other agency as appropriate*) in the delivery of ESF project.
- 2.5 XYZ shall provide the services detailed in the Partner Delivery Profile the Delivery to a standard to be reasonably expected of an experienced provider of training in the voluntary sector and which ABC Ltd considers to be satisfactory.

## 3. Management

- 3.1 ABC Ltd as the Lead Partner for this project shall be responsible for the general management of the project.

- 3.2 ABC Ltd will liaise on behalf of the partnership with (*Job Centre Plus/other agency as appropriate*) and deal with all aspects of the operational management in the delivery of this project.
- 3.3 The project shall have a Steering Group whose responsibilities will be to provide advice and guidance for the general management and performance of the project
- 3.4 Delivery Partners shall nominate a senior person to represent their organisation and interest on the Steering Group.

#### **4. Commencement Date and Duration of the Agreement**

This Agreement shall commence on [date] and shall terminate on [date] unless terminated earlier in accordance with clause 6.

#### **5. Delivery**

- 5.1 XYZ Ltd shall be responsible for the recruitment, enrolment, and training and finding work placements for beneficiaries (see appendix 3 for profile of beneficiary starts).
- 5.2 XYX Ltd shall conduct an induction, assess and prepare an individual action plan for each beneficiary enrolled onto the project.
- 5.3 XYZ Ltd shall ensure that beneficiaries follow a structured training programme (i.e. form of syllabus) or apprenticeship that enables them to work towards an accredited national qualification or paid employment that will last for a minimum period of 13 weeks.
- 5.4 XYZ Ltd shall ensure that each beneficiary is properly assessed at the end of the training and the outcomes achieved are recorded.
- 5.5 XYZ Ltd shall be responsible for the re-imbusement of beneficiary training expenses (i.e. transport and subsistence).
- 5.6 XYZ Ltd shall ensure that proper records of beneficiaries and the project expenditure are kept.
- 5.7 XYZ Ltd shall host a minimum of one seminar during the life of the project so as to raise awareness of the project and encourage local employers and disabled people to sign up to it.

#### **6. Health and Safety**

- 6.1 The XYZ shall at all times conform to with the requirements of the Health and Safety at Work Act 1974, Food Safety Act 1990, and other relevant legislation and related regulations, guidance and directives in force from time to time. ABC Ltd retains the right to inspect any premises used by the organisation at any time.

## **7. Quality and Equality**

- 7.1 The XYZ shall work to high standards, establishing a system of quality control agreed with ABC Ltd to ensure compliance with best value considerations.
- 7.2 In carrying out the service, the organisation shall ensure that itself and its employees, volunteers and agents comply with the best professional practice in relation to equalities in employment and service delivery. The organisation must operate an equal opportunity policy.
- 7.3 The organisation shall at all times during the contract period comply with the requirements of;

The Race Relations Act 1976,  
Race Relations (Amendment) Act (2000)  
The Employment Rights (Consolidated) Act 1996,  
Disability Discrimination Act (1995) (amendment) Regulations 2003  
Sex Discrimination Act 1995.  
Equal Pay Act (1970)  
Human Rights Act (1998)  
Race Relations Act (1976)  
Employment Regulations (Sexual Orientation) 2003  
Employment Regulations (Religion & Belief) 2003

- 7.4 The organisation must operate a complaint procedure that complies with best practice.

## **8. Performance**

- 8.1 XYZ shall provide the services detailed in the Partner Delivery Schedule as outlined below:
- 8.1.1 To recruit and train 50 beneficiaries during the life of this contract (See profile of beneficiary starts detailed in appendix 1)
- 8.1.2 To achieve the following outcomes during the life of this contract:
- a) (xxx) beneficiaries to gain accredited / recognised qualifications
  - b) (xxx) beneficiaries to be assisted to gain employment (See profile of outputs detailed in appendix 2)
- 8.2 Profile beneficiary starts and expenditure are to be of a standard to be reasonably expected of an experienced provider of training in the voluntary sector and which ABC Ltd considers satisfactory.
- 8.3 Satisfactory performance, under this Agreement, shall, in part, be determined by ABC Ltd against meeting the Partner Delivery Profile.
- 8.4 In the first instance, the ABC Ltd Director will assess the performance of the Delivery Partner's obligations under this Agreement
- 8.5 The Delivery Partner shall comply with all obligations of ABC Ltd under the Principal Contract (in particular, but without limitation, those that are specified to

relate to sub-contractors) and the Handbook insofar as, in the reasonable opinion of ABC Ltd, they are applicable.

## **9. Monitoring**

- 9.1 The Delivery Partner shall complete the Return on a monthly basis.
- 9.2 Every month the Delivery Partner shall deliver the completed Return, which shall include a partner narrative report to the Project Co-ordinator at ABC Ltd Office by the 18<sup>th</sup> working day of the relevant month.
- 9.3 The Delivery Partner shall ensure that the Partner Narrative Report shall include details of progress against agreed targets; any issues that may affect the delivery of the Project in the next period; and any ESF publicity that has taken place.
- 9.4 Where there is a discrepancy of plus or minus 15% in the achievement of outputs, outcomes and milestones, as detailed in the Partner Delivery Profile, an explanation must be given and any remedial action must be outlined and taken (subject to the agreement of ABC Ltd) by the Delivery Partner.
- 9.5 Where no activity is undertaken by the Delivery Partner, the Delivery Partner shall still be required to submit a 'nil return'.
- 9.6 The Delivery Partner shall record all activity which forms a part of the Project on pro- formas issued by ABC Ltd and shall co-operate with ABC Ltd in carrying out quarterly on site reviews of all Project evidence including related financial expenditure.
- 9.7 Such co-operation shall involve the retention of all evidence to substantiate the monthly statements of achievement of outputs, outcomes and milestones as described in the Partner Delivery Profile.

## **10. Changes to the Partner Delivery Profile**

- 10.1 At the end of each quarter, ABC Ltd shall carry out a full performance review of the Delivery Partners' adherence to the Partner Delivery Profile.
- 10.2 In the event of any non-performance by the Delivery Partner detailed in the review carried out under clause 5.1, ABC Ltd shall be entitled to;
  - a) change the Partner Delivery Profile; or,
  - b) terminate this Agreement by giving written notice to the Delivery Partner with immediate effect.

## **11. Termination**

- 11.1 If ABC Ltd deems that the Delivery Partner has committed a Minor Breach ABC Ltd shall be entitled to serve written notice on the Delivery Partner giving full details of the Minor Breach and requiring the Delivery Partner to remedy the Minor Breach within a specified period; failure to comply with the requirements set out in such notice shall constitute a Serious Breach.
- 11.2 If ABC Ltd deems that the Delivery Partner has committed a Serious Breach ABC Ltd shall be entitled to either:

- a) terminate this Agreement by giving written notice to the Delivery Partner with immediate effect; or
- b) serve written notice on the Delivery Partner requiring the breach to be remedied within a specified period and if the Delivery Partner fails to comply with the requirements contained in such notice terminate this Agreement by giving written notice to the Delivery Partner with immediate effect.

11.3 ABC Ltd shall be entitled to terminate this Agreement if:

- a) the Delivery Partner ceases or threatens to cease to carry on its business or substantially the whole of its business; or
- b) any distress, execution, sequestration or other process is levied or enforced upon the property of the Delivery Partner and is not discharged within 7 days; or
- c) a receiver, administrative receiver, receiver and manager, interim receiver, custodian, sequestrator, administrator or similar officer is appointed in respect of the Delivery Partner or over a substantial part of the Delivery Partner's assets or any third party takes steps to appoint such an officer in respect of the Delivery Partner or an encumbrancer takes steps to enforce or enforces its security; or
- d) the Delivery Partner is unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123; or
- e) the property of the Delivery Partner or any part of it is compulsorily acquired by or by order of any local or other authority and in consequence the business of the Delivery Partner in the opinion of ABC Ltd is seriously affected.

11.4 This Agreement may be terminated by ABC Ltd giving one month's written notice.

## **12. Proprietary Rights**

12.1 Equipment purchased as part of the Project, and located at the Delivery Partner's address, shall become the property of the Partner on successful completion of the Partner's obligations under this Agreement save that if this Agreement is terminated before such completion, then ownership of such equipment shall pass to ABC Ltd.

12.2 The Delivery Partner shall provide ABC Ltd with an up to date list of equipment referred to in clause 8.1 each month when submitting the Return to ABC Ltd.

12.3 Ownership of the Intellectual Property shall remain with ABC Ltd and the Delivery Partner shall ensure that it has obtained all necessary assignment of intellectual property from third parties to allow it to comply with this clause.

12.4 ABC Ltd hereby appoints the Delivery Partner as its non-exclusive licensee to use the Intellectual Property for the purposes of fulfilling its obligations under this Agreement in the United Kingdom of Great Britain and Northern Ireland indefinitely save that such licence shall terminate immediately upon the termination of this Agreement under clause 6.

12.5 All hard copy of the Intellectual Property shall be handed over to the ABC Ltd by the Delivery Partner within 14 days of the termination of this Agreement or at any time, on the request of ABC Ltd, during the term of this Agreement.

### **13. Costs**

- 13.1 The total value of your contract offer with ABC Ltd for delivering an assigned aspect of this project is £\_\_\_\_\_.
- 13.2 Subject to (*Job Centre Plus/other agency as appropriate*) approval you will be paid 20% of the total value of your contract as a start up cost. This is to enable you to purchase all the necessary resources required to commence delivery on the date stipulated in this contract.
- 13.3 You will be paid on a unit price basis. The unit cost for training a beneficiary is £\_\_\_\_\_ per beneficiary inclusive of cost and payment will be made on a proportional basis of the unit price for start up cost, every actual contracted start of beneficiaries and outcomes you achieved. The start up cost is directly linked to your performance during the life of the contract and is subject to repayment should you not generate enough beneficiary starts to equal this amount.
- 13.4 Payment will be made on the following basis:
- a) Start up cost is equal to 20% of the total contract value.
  - b) Beneficiary start is 50% of the unit price
  - c) Qualification outcome is 10% of unit price
  - d) Job outcome is 10% of unit price
  - e) 10% of the project cost to be retained. This money will be released upon successful execution of contract and achievement of outputs agreed.
- 13.5 This leaves a balance payable of £\_\_\_\_\_, which will be released to your organisation as performance incentives when you have achieved the qualification and job outcomes stipulated in this contract.
- 13.6 Monthly payments for delivery of services, under this Agreement, shall be subject to the satisfactory submission by the Delivery Partner to ABC Ltd of a Return, attached to a valid invoice and shall be made in accordance with the Partner Payment Profile.
- 13.7 ABC Ltd will make payments by cheque to the Delivery Partner two working days after receipt of the relevant Project instalment from the Job Centre Plus, being normally on the 18<sup>th</sup> working day of each month and in any event within 30 days of receipt of a valid invoice from the Delivery Partner provided that ABC Ltd shall not be obliged to make any payments to the Delivery Partner if it has not been paid by the Job Centre Plus.

## **14. Audit**

- 14.1 The Delivery Partner shall co-operate with all audit monitoring or inspection requirements imposed by (*Job Centre Plus/other agency as appropriate*) or ABC Ltd. Such requirements include an annual audit undertaken by the (*Job Centre Plus/other agency as appropriate*) Audit Team, who shall have full access to all records, which related to the services details in the Partner Delivery Profile. The Delivery Partner must complete and return a Control Environment Questionnaire determining the adequacy of internal controls regarding the compilation of returns to (*Job Centre Plus/other agency as appropriate*).
- 14.2 (*Job Centre Plus/other agency as appropriate*) Audit Team may need to carry out a review of actual expenditure incurred by the Delivery Partner in relation to its performance of its obligations under this Agreement. Where it is difficult to evidence an activity, the (*Job Centre Plus/other agency as appropriate*) Audit Team may have to review invoices for costs incurred.

## **15. Promotion and Publicity**

- 15.1 ABC Ltd hereby appoints the Delivery Partner as its non-exclusive licensee to use the Logos and the Names for the term of this Agreement in the United Kingdom of Great Britain and Northern Ireland.
- 15.2 The Delivery Partner shall positively publicise, promote and advertise the Project, ensuring that the logos of the Project, of the Funding Body and of the European Social Fund are included on all materials

## **16. Liability**

- 16.1 Neither party shall be liable for a failure to carry out its obligations under this agreement as a result of force majeure.
- 16.2 If an event of force majeure occurs then the parties shall meet to discuss how best they can continue the operation of this Agreement until the force majeure event ceases.
- 16.3 In this clause "force majeure" means:
- a) Acts of war;
  - b) Acts of God;
  - c) Decrees of Government;
  - d) Riots;
  - e) Civil commotion; and
  - f) Any event or circumstance which is both beyond the control of Partners and which could not have been prevented by acting prudently, diligently or with reasonable foresight.
- 16.4 Except in respect of death or personal injury caused by the negligence of ABC Ltd (for which no limitation applies) ABC Ltd shall not be liable to the Delivery Partner for any loss of profit, loss of business, loss of revenue, loss of anticipated savings or loss of use or value or any indirect, special or consequential loss however arising by reason of:
- a) any representation (unless fraudulent); or

- b) any implied warranty, condition or other term; or  
any duty at common law; or
- c) any express term of this Agreement.

16.5 Except in the case of death or personal injury caused by the negligence of ABC Ltd (for which no limitation applies) the entire liability of ABC Ltd under or in connection with this Agreement shall not exceed two months' monies payable (or which, but for early termination would have been payable) under this Agreement.

16.6 The Delivery Partner agrees to indemnify ABC Ltd in respect of any costs, claims, loss or liability whatsoever suffered by ABC Ltd (including reasonable legal costs and disbursements) as a result of the breach by the Delivery Partner of any of the terms of this Agreement.

## **17. Insurance**

17.1 The Delivery Partner shall effectively maintain insurance arrangements in relation to Employer Liability, Public Liability, Buildings and Contents Professional Indemnity Insurance.

17.2 The Delivery Partner shall maintain at its own cost a policy or policies of insurance to cover the liability of the Delivery Partner in respect of any breach for which it may become liable to indemnify ABC Ltd under this Agreement.

17.3 The Delivery Partner should provide copies of any insurance certificates (including professional indemnity, employers' liability and public liability insurance) to ABC Ltd following a written request from ABC Ltd.

## **18. Transfer of Responsibility on Expiry or Termination**

18.1 The parties agree that if upon termination of this Agreement or any part of the services being provided under this Agreement, circumstances arise in which the Transfer of Undertakings (Protection of Employment) Regulations 1981 are applicable, the parties shall in good faith co-operate with each other in the disclosure of information and the provision of other assistance so as to facilitate such outcome in relation to the relevant employees as may be acceptable to the parties.

18.2 The parties agree that on termination or expiry of this Agreement for any reason, the continuity of the services is of paramount importance, the Delivery Partner shall do its utmost to minimise disruption caused to recipients and to assist the implementation of any contingency Profile proposed by ABC Ltd either prior to or after the termination or expiry of this Agreement, to deal with the effects of such termination or expiry in so far as it is practicable to do so.

18.3 The Delivery Partner shall, at no cost to ABC Ltd, promptly provide such assistance and comply with such timetable as ABC Ltd may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of services under this Agreement (or its equivalent) upon the expiry or other termination of this Agreement. The Delivery Partner shall use all reasonable endeavours to ensure that its employees and its sub-contractors are under a similar obligation. ABC Ltd shall be entitled to require the provision of such assistance both prior to and after the expiry or other termination of this Agreement.

- 18.4 Such assistance may include, (without limitation) delivery of documents and data in the possession or control of the Delivery Partner which relate to performance, monitoring, management and reporting of the Project including the documents and data, if any, referred to in the Principal Contract.
- 18.5 The Delivery Partner undertakes that it shall not knowingly do or omit to do anything, which may adversely affect the ability of ABC Ltd to ensure an orderly transfer of responsibility for provision of the services.

**19. General**

- 19.1 No person who is not a party to this Agreement shall have any right to enforce any of its terms under the Contracts (Rights of Third parties) Act 1999.
- 19.2 Any notice given pursuant to this Agreement shall be in writing and shall be sufficiently given if sent in a prepaid letter by ordinary post addressed to either party at the address quoted in this Agreement or such other address as may be advised by it to the other from time to time and any notice so given shall be deemed unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.
- 19.3 This agreement shall be governed by the laws of England and Wales.

AS WITNESSED, this Agreement was entered into the day and year first above written.

Authorised Signatory for and on  
Behalf of **ABC Ltd (The Lead Partner)**  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Authorised Signatory for and on  
Behalf of **XYZ Ltd (The Delivery Partner)**  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## **List of Appendices**

<b>Appendix 1</b>	Principal Contract
<b>Appendix 2</b>	Providers' Handbook
<b>Appendix 3</b>	Partner Delivery Profile
<b>Appendix 4</b>	Return
<b>Appendix 5</b>	Partner Payment Profile
<b>Appendix 6</b>	Names and Logos (publicity)