

1 APRIL 2016

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**AGREEMENT**

between

**CAMBRIDGESHIRE COUNTY COUNCIL**

and

**V4 SERVICES LIMITED**

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**THIS AGREEMENT** is dated 1 April 2016

## **PARTIES**

- (1) Cambridgeshire County Council of Shire Hall, Castle Hill, Cambridge CB3 0AP ("the Council").
- (2) V4 Services Limited incorporated and registered in England and Wales with company number 06574923 whose registered office is at New Penderel House 2<sup>nd</sup> Floor, 283-288 High Holborn, London WC1V 7HP ("the Company").

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.2 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

**Business of the Council:** all of the functions and activities of a local authority including but not limited to the including the provision of services

**Capacity:** as agent, consultant , director, employee, owner, partner, shareholder or in any other capacity.

**Council Property:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Council or its customers and business contacts, and any equipment, keys, hardware or software provided for the Company or the Staff's use by the Council during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Company or the Staff on the computer systems or other electronic equipment of the Council, the Company or the Staff during the Engagement.

**Commencement Date:** 1 April 2016

**Confidential Information:** information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the Business of the Council or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that the Company or the Staff creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

**Engagement:** the engagement of the Company by the Council to provide the Services on the terms of this agreement.

**FOI Legislation::**

(a) the Freedom of Information Act 2000;

(b) the Environmental Information Regulations 2004; or

(c) any applicable guidance or directions relating to the disclosure of information with which the Authority is bound to comply;

**Insurance Policies:** commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover.

**Intellectual Property Rights:** patents, utility models, rights to Inventions, copyright and neighbouring and related rights, oral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Invention:** any invention, idea, discovery, development, improvement or innovation made by the Company or by the Staff in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**Request for Information:** a request for information made to the Authority by a third party pursuant to the FOI Legislation

**Services:** the services described in the Schedule.

**Staff:** all employees, staff, other workers, agents and consultants of the Company and of any sub-contractors of the Company who are engaged in the provision of the Services from time to time.

**Termination Date:** the date of termination of this agreement, howsoever arising.

**Works:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Company or the Staff in connection with the provision of the Services.

- 1.3 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.4 A reference to a particular law 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.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

## **2. TERM OF ENGAGEMENT**

- 2.2 The Council shall engage the Company and the Company shall make available to the Council the Key Personnel and other Staff to provide the Services on the terms of this agreement.
- 2.3 The Engagement shall commence on the Commencement Date and shall continue until 30 June 2016 unless terminated:
- (a) as provided by the terms of this agreement; or
  - (b) by either party giving to the other not less than one week's prior written notice.

## **3. DUTIES AND OBLIGATIONS**

- 3.2 During the Engagement the Company shall, and (where appropriate) shall procure that the Staff shall:
- (a) provide the Services with all due care, skill and ability and use its or his best endeavours to promote the interests of the Council; and
  - (b) promptly give to the Council all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Council.

- 3.3 The Company shall appoint the individuals named in the Schedule who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of the Company on the matters for which they are expressed to be responsible. The Company shall not remove or replace any of the Key Personnel unless:
- (a) requested to do so by the Council;
  - (b) the person is on long-term sick leave;
  - (c) the element of the Services in respect of which the individual was engaged has been completed to the Council's satisfaction;
  - (d) the person resigns from their employment with the Company; or
  - (e) the Company obtains the prior written consent of the Council.
- 3.4 The Company shall inform the Council of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified.
- 3.5 The Company shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than 5 Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Company becoming aware of the role becoming vacant.
- 3.6 The Council may require the Company to remove, or procure the removal of, any of its Key Personnel whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities.
- 3.7 If the Company replaces the Key Personnel as a consequence of this clause 3, the cost of effecting such replacement shall be borne by the Company
- 3.8 The Company shall use its reasonable endeavours to ensure that the Key Personnel are available at all times on reasonable notice to provide such assistance or information as the Council may require.

- 3.9 Unless it or he has been specifically authorised to do so by the Council in writing:
- (a) neither the Company nor the Staff shall have any authority to incur any expenditure in the name of or for the account of the Council; and
  - (b) the Company shall not, and shall procure that the Staff shall not, hold itself out as having authority to bind the Council.
- 3.10 The Company shall, and shall procure that the Staff shall, comply with all reasonable standards of safety and comply with the Council's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Council any unsafe working conditions or practices.
- 3.11 The Company shall procure that the Staff shall comply with the Council's policies on social media, use of information and communication systems, anti-harassment and bullying, no smoking.
- 3.12 The Company shall, and shall procure that the Staff shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
  - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK
  - (c) comply with the Council's Ethics and Anti-bribery and Anti-corruption Policies as updated by the Council from time to time (**Relevant Policies**);
  - (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements ,the Relevant Policies and clause 3.13(b), and will enforce them where appropriate;
  - (e) promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Company or the Staff in connection with the performance of this agreement;
  - (f) immediately notify the Council if a foreign public official becomes an officer or employee of the Company or acquires a direct or indirect interest in the Company (and the Company warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);

- (g) ensure that all persons associated with the Company or other persons who are performing services in connection with this agreement comply with this clause 3.13; and
- (h) within one month of the date of this agreement, and annually thereafter, certify to the Council in writing signed by an officer of the Company, compliance with this clause 3.13 by the Company and all persons associated with it, including the Individuals, and all other persons for whom the Company is responsible under clause 3.13.(g). The Company shall provide such supporting evidence of compliance as the Council may reasonably request.

3.13 Failure to comply with clause 3.13 may result in the immediate termination of this agreement.

3.14 For the purpose of clause 3.13, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clause 3.13 3.12, a person associated with the Company includes but is not limited to any Staff.

#### **4. FEES**

4.1 The Council shall pay the Company a fee of £5,300 per week for the Services exclusive of VAT and payable on the dates specified in the Schedule during the Engagement the Company shall submit to the Council an invoice which gives details of the Services provided.

4.2 In consideration of the provision of the Services, the Council shall pay each invoice submitted by the Company in accordance with clause 0, within 30 days of receipt.

4.3 The Council shall be entitled to deduct from the fees (and any other sums) due to the Company any sums that the Company may owe to the Council at any time.

4.4 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Council against the Company in respect of the provision of the Services.



## **5. EXPENSES**

- 5.2 The Council shall reimburse all reasonable expenses properly and necessarily incurred by the Company or the Staff in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment..

## **6. OTHER ACTIVITIES**

Nothing in this agreement shall prevent the Company or the Individuals from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Company's obligations under this agreement;
- (b) the Company shall not, and shall procure that the Individuals shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the Council without the prior written consent of the Council ; and
- (c) the Company shall give priority to the provision of the Services to the Council over any other business activities undertaken by it during the course of the Engagement.

## **7. CONFIDENTIAL INFORMATION AND COUNCIL PROPERTY**

- 7.2 The Company acknowledges that in the course of the Engagement it and the Staff will have access to Confidential Information. The Company has therefore agreed to accept the restrictions in this clause 7.

- 7.3 The Company shall not, and shall procure that the Staff shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Council or required by law;  
or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Company's or the Staff's unauthorised disclosure.

- 7.4 At any stage during the Engagement, the Company will promptly on request return to the Council all and any Council Property in its or the Staff's possession.

## **8. DATA PROTECTION**

8.1 The Company shall comply, and shall procure that the Staff shall comply, with the Council's data protection policy and relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data relating to any employee, worker, customer, Council, supplier or agent of the Council.

## **9. INTELLECTUAL PROPERTY**

9.1 The Company hereby assigns to the Council all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Company holds legal title in these rights and inventions on trust for the Council.

9.3 The Company undertakes to the Council:

- (a) to notify to the Council in writing full details of all Inventions promptly on their creation;
- (b) to keep confidential the details of all Inventions;
- (c) whenever requested to do so by the Council and in any event on the termination of the Engagement, promptly to deliver to the Council all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individuals' possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Council; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Council.,

9.4 The Company warrants that:

- (f) it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
- (g) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- (h) the use of the Works or the Intellectual Property Rights in the Works by the Council will not infringe the rights of any third party.

9.5 The Company agrees to indemnify the Council and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Council, or for which the Council may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Company to the Council during the course of providing the Services. The Company shall maintain adequate liability insurance coverage and ensure that the Council's interest is noted on the policy, and shall supply a copy of the policy to the Council on request. The Council may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Company.

9.6 The Company acknowledges that no further remuneration or compensation other than that provided for in this agreement is or may become due to the Company in respect of the performance of its obligations under this clause 0.

9.7 The Company undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Council and at any time either during or after the Engagement, as may, in the opinion of the Council, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Council and to defend the Council against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works.

9.8 The Company irrevocably appoints the Council to be its attorney in its name and on its behalf to execute documents, use the Company's name and do all things which are necessary or desirable for the Council to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Council, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

## **10. INSURANCE AND LIABILITY**

10.2 The Company shall have liability for and shall indemnify the Council for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Company or the Staff engaged by it of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

- 10.3 The Company shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Council and that the level of cover and other terms of insurance are acceptable to and agreed by the Council.
- 10.4 The Company shall on request supply to the Council copies of the Insurance Policies and evidence that the relevant premiums have been paid.
- 10.5 The Company shall notify the insurers of the Council's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by the Council against the Company in respect of which the Company would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify the Council directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify the Council, the Company shall use all insurance monies received by it to indemnify the Council in respect of any claim and shall make good any deficiency from its own resources.
- 10.6 The Company shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Company is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Company shall notify the Council without delay.

## 11. FREEDOM OF INFORMATION

11.1 The Company acknowledges that the Council is subject to the requirements of FOI Legislation. Accordingly from time to time the Council may be required to disclose information relating to the Company and/or this Agreement.

11.2 Where a Request for Information has been received by the Council,

then it shall:

11.2.1 consider the applicability of exemptions under the FOI Legislation or any other applicable legislation;

11.2.2 before responding to such a request (which, for the avoidance of doubt, includes confirming or denying that the information is held by the Council or on the Council's behalf) and/or disclosing information about or relating to the Company, the Services and/or this Agreement notify the Company of this request and stipulate the time period during which the Company needs to respond in order assist the Council

to determine whether any exemptions under FOI Legislation apply (including where necessary why the public interest in maintaining the exemption is not outweighed by the public interest in disclosure and an estimate of any expenditure that the Company is likely to incur in complying with the request);

11.2.3 In determining whether any exemptions apply and/or whether to confirm or deny and/or disclose any information pursuant to this clause 11, take into account any reasonable representations made to it by the Company;

11.2.3 where it requires the Company to confirm whether such information is held by the Company on its behalf and, if necessary, to provide any such information, stipulate the time period in which it requires the Company to make such confirmation and/or provide such information; and

11.2.4 where it determines to disclose the information then it shall notify the Company of such decision as soon as reasonably practicable and in any event no later than two (2) Business Days prior to disclosure.

11.3 The Company shall facilitate the Council in complying with its obligations under the FOI Legislation and any necessary consultation and to the extent that such obligations relate to information held by the Company on behalf of the Council indicating whether such information is held by them and if necessary to provide that information to the Authority, within the timescale stipulated by the Council in clauses 11.2.2 and/or 11.2.4.

## **12. TERMINATION**

12.1 Notwithstanding the provisions of clause 2.3, the Council may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Company (other than in respect of amounts accrued before the Termination Date) if at any time:

- (a) the Company or any of the Staff commits any gross misconduct affecting the Business of the Council ;
- (b) the Company or any of the Staff commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Council;
- (c) the Company or any of the Staff is, in the reasonable opinion of the Council, negligent or incompetent in the performance of the Services;
- (d) the Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its

creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Company;

- (e) any member of the Key Personnel is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of [NUMBER] days in any [4-week] consecutive period;
- (f) the Company or any of the Staff commits any fraud or dishonesty or acts in any manner which in the opinion of the Council brings or is likely to bring the Company or the Council into disrepute or is materially adverse to the interests of the Council;
- (g) the Company or any of the Staff commits any breach of the Council's policies and procedures; or
- (h) the Company or any of the Individuals commits any offence under the Bribery Act 2010.

12.2 The rights of the Council under clause 0 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Company as having brought the agreement to an end. Any delay by the Council in exercising its rights to terminate shall not constitute a waiver of these rights.

### **13. OBLIGATIONS ON TERMINATION**

On the Termination Date the Company shall, and shall procure that the Staff shall:

- (a) immediately deliver to the Council all Council Property which is in its or his possession or under its or his control;
- (b) irretrievably delete any information relating to the Business of the Council stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Council. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and
- (c) provide a signed statement that it or he has complied fully with its or his obligations under this clause 13.

### **14. STATUS**

14.2 The relationship of the Company (and the Staff) to the Council will be that of independent contractor and nothing in this agreement shall render it (nor the

Staff) an employee, worker, agent or partner of the Council and the Company shall not hold itself out as such and shall procure that the Staffs shall not hold themselves out as such.

## **15. NOTICES**

15.2 Any notice [or other communication] given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

15.3 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting [or at the time recorded by the delivery service];
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

15.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **16. ENTIRE AGREEMENT**

16.2 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.3 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

16.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

16.5 Nothing in this clause shall limit or exclude any liability for fraud.

**17. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**18. THIRD PARTY RIGHTS**

18.2 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

**19. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**20. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.



## **Schedule      Services and Payment Dates**

### **DETAILS OF THE WORK TO BE CARRIED OUT**

Supporting the Council to deliver their transformation agenda by:

- Supporting the implementation of the Corporate Capacity Review
- Supporting the transformation/SMT work
- Providing strategic input around the Transformation work which covers the following areas:
  - Adult Services
  - Children's Services
  - Environment, Transport & Economy
  - LGSS & CCC Phase 1 - IT & Digital
  - Public Health
  - Finance & Budget Review
  - Customer & Community
  - Assets, Estates & FM
  - Commissioning
  - Contracts, Commercial & Procurement
  - Workforce Planning & Development

### **THE LOCATION(S) WHERE THE SERVICES ARE TO BE PERFORMED;**

The main location for the Services will be Shire Hall site, Cambridge.

### **REPORTING PROCEDURE;**

Weekly Steering Group meetings to take place with named representatives from the Council and the Key Personnel(s) of Company. Reports, either written or verbal, to include work undertaken and proposed work for the next period.

Reports to the Board of the Council as required by the Steering Group for the purposes of decision making.

### **ANY MILESTONES FOR COMPLETION OF PARTICULAR PROJECTS;**

The Company shall provide monthly or weekly reports identifying work undertaken by the Staff of the Company if required by the Council

## **PAYMENTS**

Payments made following the issue of an invoice from the Company on the following dates:

29<sup>th</sup> April 2016 (4 weeks)

27 May 2016 (4 weeks)

1<sup>st</sup> July 2016 (5 weeks)

Key Personnel as per clause 3.3

, V4 Services Limited

•  
Executed as a deed by V4 Services Limited acting by , a director and a director **OR** its secretary



Paul Tonks  
SIGNATURE OF FIRST  
DIRECTOR  
Director



Business Manager

Executed as a deed by  
Cambridgeshire County Council  
acting by an authoised officer:  
.....

.....  
SIGNATURE OF AUTHORISED  
OFFICER

Name: Sue Grace

Position: Director Customer  
Service & Transformation