

DATED 15.05.19

- (1) PAUSE CREATING SPACE FOR CHANGE
- (2) ST HELENS COUNCIL

PAUSE PRACTICE AGREEMENT



THIS AGREEMENT is made on 15.05.19

PARTIES

- (1) **PAUSE CREATING SPACE FOR CHANGE** incorporated and registered in England with company number 09703298 and charity number 1170310, whose registered office is at Hackney Technology & Learning Centre, 4th Floor HLT, 1 Reading Lane, London, E8 1GQ ("**Pause**"); and
- (2) **ST HELENS COUNCIL** whose principal place of business is at Town Hall, Victoria Square, St Helens, WA10 1HP (the "**Local Delivery Organisation**");

each, together with their respective successors and assigns, a **Party** and together the **Parties**.

BACKGROUND

- (A) Pause is a charitable organisation that works with women who have experienced, or are at risk of, repeat removals of children from their care.
- (B) The Local Delivery Organisation is a UK local council that wishes to become part of the Pause Partnership, operate a Pause Practice and operate under the Pause Trade Marks.
- (C) Pause and the Local Delivery Organisation agree to work together on the terms set out in this Agreement to implement the Pause Programme so that the Local Delivery Organisation may operate a Pause Practice in the Local Area.
- (D) The Local Delivery Organisation will fund the operation of the Pause Practice, including the local delivery of the Pause Programme.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

"Commencement Date" means 24 March 2019

"Confidential Information" means the terms of this Agreement and all information, however it is conveyed, that a reasonable person would consider to be of a confidential

nature (whether or not such information is marked as confidential) belonging to either Party which relates to the business, affairs, developments, trade secrets, know-how, personnel or suppliers of that Party or its employees, officers, representatives, advisers or subcontractors, including Intellectual Property Rights, the Pause Framework, Pause Programme and any Personal Data

“Data Protection Legislation” means all laws relating to data protection and privacy which are from time to time applicable to Pause and the Local Delivery Organisation or any subsidiaries (or any part of their business), including (but not limited to): (i) the Data Protection Act 2018; (ii) the GDPR and all related national laws, regulations and secondary legislation; and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all other applicable national laws, regulations and secondary legislation implementing European Directive 2002/58/EC, in each case as amended, replaced or updated from time to time and together with any subordinate or related legislation made under any of the foregoing.

“Force Majeure Event” means any circumstance not within a Party’s reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority; collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts; interruption or failure of utility service

“Funding Memorandum” means the funding memorandum set out at Schedule 3 to this Agreement

“Insolvency Event” means the calling of any meeting of a party’s creditors; the appointment of any receiver, administrator, or administrative receiver over all or any part of its assets or undertaking; the suspension or cessation of its business; any threat to suspend or cease its business; the making of a winding-up order; the convening of a meeting to pass a winding-up resolution; or it entering into liquidation

“Intellectual Property Rights” means any patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral 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

“Local Area” means all areas covered by St Helens Council.

“Media Policy” means the policy set out at Schedule 6 to this Agreement

“Membership Fee” means the membership fee set out at Schedule 4 to this Agreement

“Month” means a calendar month

“Pause Framework” means the Pause Framework provided by Pause to the Local Delivery Organisation on or around the Commencement Date, as may be amended by Pause from time to time giving notice to the Local Delivery Organisation

“Pause Information Sharing Policy” means the information sharing policy set out at Schedule 5 to this Agreement

“Pause Materials” all documents, information, materials and systems, software or processes Pause makes available to the Local Delivery Organisation in connection with this Agreement, including the Pause Trade Marks, Pause Framework, computer programs, data, reports, methodologies and specifications and any other material or documentation

“Pause Monitoring, Evaluation and Learning Strategy” means the Pause Monitoring, Evaluation and Learning Strategy provided by Pause to the Local Delivery Organisation on or around the Commencement Date, as may be amended by Pause from time to time giving notice to the Local Delivery Organisation

“Pause National Practice Lead” means the individual chosen by Pause to support the Local Delivery Organisation in its implementation of the Pause Programme and operation as a Pause Practice

“Pause Partnership” means Pause and all Pause Practices

“Pause Programme” means the particular way in which Pause delivers and performs its services

“Pause Pledges” means the Pause Pledges set out at Schedule 2 to this Agreement

“Pause Practice” means the implementation by the Local Delivery Organisation of the Pause Programme in the Local Area

“Pause Practice Staff” means a member of Staff working as part of the Pause Practice

“Pause Quality Assurance System” has the meaning given in Schedule 5 to this Agreement

“Pause Trade Marks” means the trademarks listed in Schedule 1 to this Agreement which Pause owns and controls

“**Staff**” means all persons employed by the Local Delivery Organisation together with the Local Delivery Organisation’s servants, agents, suppliers and subcontractors used in the performance of its obligations under this Agreement

“**Term**” means the period commencing on the Commencement Date and ending on 24 March 2022 or on termination of this Agreement in accordance with its terms, subject to any extension agreed pursuant to Clause 2.2

Termination Date: means the date of expiry or termination of this Agreement

"**VAT**" means value added tax chargeable under the Value Added Tax Act 1994

1.2 Interpretation

“**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**” and “**Processing**” shall bear the meanings given to those terms respectively in the Data Protection Legislation.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and their successors and permitted assigns or transferees.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

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.

A reference to any clause or sub-clause or schedule without further designation shall be construed as a reference to the clause or sub-clause or schedule to this Agreement so numbered.

Unless stated otherwise, a reference to a clause is a reference to the whole of that clause.

2. TERM

2.1 This Agreement shall take effect on the Commencement Date and, unless terminated earlier in accordance with the terms of this Agreement, shall continue in force unless and until:

- (a) the end of the Term;
- (b) extended pursuant to Clause 2.2; or
- (c) terminated pursuant to Clause 13.

2.2 The Parties shall review this Agreement six (6) Months before the Termination Date to consider whether or not this Agreement should be renewed. The Parties shall act in good faith to discuss and agree the terms of an extension of this Agreement, including the Membership Fee and Funding Memorandum.

3. SCOPE OF PRACTICE AGREEMENT

3.1 This Agreement governs the relationship between Pause and the Local Delivery Organisation in respect of the local delivery of the Pause Programme and operation of the Pause Practice by the Local Delivery Organisation, and licence of the Pause Trade Marks and Pause Framework to the Local Delivery Organisation.

3.2 The Local Delivery Organisation acknowledges that, in entering this Agreement, no form of exclusivity has been granted by Pause for the Pause Programme and Pause Practice and that Pause is at all times entitled to enter into other agreements with other third parties for the delivery of the Pause Programme and operation of Pause Practices.

4. PAUSE OBLIGATIONS

4.1 Pause shall:

- (a) operate in a manner consistent with the Pause Pledge in its relationship with the Local Delivery Organisation;
- (b) provide support to the Local Delivery Organisation in respect of implementation of the Pause Programme and operation of the Practice, including support with recruitment, data collection and analysis and pathway advice;
- (c) provide to the Local Delivery Organisation training on the delivery of the Pause Programme and operation of the Pause Practice;

- (d) provide the Local Delivery Organisation with tools and resources which Pause believes are required for the Local Delivery Organisation to implement the Pause Programme and operate a Pause Practice;
- (e) comply with the Pause Information Sharing Policy; and
- (f) allocate a Pause National Practice Lead to the Local Delivery Organisation.

5. LOCAL DELIVERY ORGANISATION OBLIGATIONS

5.1 The Local Delivery Organisation shall:

- (a) deliver the Pause Programme and operate the Pause Practice with integrity and in accordance with the Pause Pledge at all times;
- (b) deliver the Pause Programme and operate the Pause Practice in a manner consistent with the Pause Framework;
- (c) only use the Pause Quality Assurance System as made available to it and as instructed and directed by Pause;
- (d) comply with the Pause Information Sharing Policy (with all obligations of the Pause Practice deemed to be obligations of the Local Delivery Organisation);
- (e) use its reasonable endeavours to ensure that all Pause Practice Staff attend training provided by Pause;
- (f) co-operate with Pause in all matters relating to the local delivery of the Pause Programme and operation of the Pause Practice;
- (g) provide in a timely manner such Local Delivery Organisation material and other information relating to its implementation of the Pause Programme and operation of the Pause Practice as Pause may reasonably require and ensure that it is accurate in all material respects;
- (h) ensure that all Local Delivery Organisation equipment required for implementation of the Pause Programme and operation of the Pause Practice is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
- (i) comply at all times with the Media Policy; and
- (j) regularly update and maintain the records relating to the Pause Practice on the Pause Quality Assurance System and/or any other information management systems as notified by Pause.

6. LICENCE

6.1 Pause hereby grants to the Local Delivery Organisation, a limited, non-exclusive, non-transferable, non-sub licensable licence to use the Pause Materials to such extent as is necessary to enable the Local Delivery Organisation to implement the Pause Programme in the Local Area and operate a Pause Practice as set out in this Agreement.

6.2 The Local Delivery Organisation shall:

- (a) use the Pause Materials only in a manner which conforms to the reasonable directions and standards notified to it by Pause from time to time;
- (b) use the Pause Trade Marks (including in respect of colour, printing style and typeface) only in the form set out in Schedule 1;
- (c) include on all materials on which any of the Pause Trade Marks appear a statement that the Pause Trade Marks are owned by Pause and, if applicable, are registered trade marks of Pause in a form approved in writing by Pause;
- (d) not use, register or attempt to register any trade marks, company, business or trading names or domain names which are identical or similar to (or which incorporate) any of the Pause Trade Marks, any aspect of them, or any other trade marks or trade names of Pause, without Pause's prior written consent;
- (e) not do anything which could, in Pause's reasonable opinion, bring the Pause Materials or Pause into disrepute or which could otherwise damage the reputation or goodwill in Pause or could result in any of the Pause Trade Marks becoming generic or in Pause's rights in them becoming diluted or which could otherwise prejudice or invalidate a registration or application for registration of any of the Pause Trade Marks;
- (f) consult with Pause as to the form and content of all marketing, advertising and promotional materials in which the Pause Materials appear and not use or distribute any such materials unless Pause has first approved them in writing.

6.3 The Local Delivery Organisation hereby acknowledges and agrees that:

- (a) all Intellectual Property Rights and other rights in and to the Pause Materials are the exclusive property of Pause;
- (b) it shall not acquire, nor claim, any right, title or interest in or to any of the Pause Materials or the goodwill attaching to them by virtue of this Agreement or its use of the Pause Materials other than the rights specifically granted to it in this Agreement; and

- (c) all goodwill arising from use of the Pause Materials by the Local Delivery Organisation before, during or after the Term shall accrue and belong to Pause, and the Local Delivery Organisation shall, at Pause's request and cost, promptly execute all documents required by Pause to confirm this.

6.4 If this Agreement expires or is terminated in accordance with Clause 13, the licences granted in this Clause 6 will automatically terminate.

7. MEMBERSHIP FEE

7.1 In consideration of the rights granted under this Agreement and the provision of ongoing support provided by Pause the Local Delivery Organisation shall pay the Membership Fee to Pause in the amounts and on the dates specified in Schedule 4 or as otherwise agreed pursuant to Clause 2.2.

7.2 All payments to be made pursuant to this Agreement by the Local Delivery Organisation are exclusive of any applicable VAT or any other applicable sales tax (which shall be paid by the Local Delivery Organisation at the rate and in the manner for the time being prescribed by law) and shall be made in pounds sterling to Pause's bank account:

Bank:	Lloyds Bank
Address:	Threadneedle Street Branch PO Box 1000 BX1 1LT
Account:	38879568
Sort Code:	30-65-41

7.3 Payment of the Membership Fee shall be in immediately available funds by electronic transfer on the due date for payment. Receipt of the amount due shall be an effective discharge of the relevant payment obligation.

8. FUNDING

8.1 The Local Delivery Organisation shall fund the Local Delivery Organisation's delivery of the Pause Programme and operation of the Pause Practice in accordance with the Funding Memorandum.

8.2 The Local Delivery Organisation warrants and undertakes to Pause that the funding described in the Funding Memorandum at Schedule 3 shall be sufficient for the Local Delivery Organisation to deliver the Pause Programme and operate the Pause Practice in accordance with this Agreement.

9. WARRANTIES AND REPRESENTATIONS

9.1 Each Party warrants and represents that:

- (a) it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Agreement;
- (b) this Agreement is executed by a duly authorised representative; and
- (c) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Agreement.

9.2 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

10. CONFIDENTIALITY

10.1 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement and each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party, except as provided by clause 10.2.

10.2 Each Party may disclose the other Party's Confidential Information:

- (a) to those of its employees, officers, contractors, agents, or representatives who need to know such information for the purpose of carrying out the Party's obligations under this Agreement, provided that it informs such third parties of the confidential nature of the Confidential Information before disclosure and, at all times, is responsible for their compliance with the confidentiality obligations set out in this Clause 10;
- (b) to its professional advisers for the purposes of obtaining advice in relation to this Agreement;
- (c) as may be required by law, court order or any governmental or regulatory or tax authority of competent jurisdiction provided it gives the other party as much notice of such disclosure as possible (to the extent permitted by law) and takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.3 The provisions of this Clause 10 shall not apply to such Confidential Information which:

- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;

- (b) was independently disclosed to the receiving party by a third party entitled to disclose the same;
- (c) the receiving party is able to prove was already in its possession at the date it was received or obtained; or
- (d) the Parties agree in writing is not confidential or may be disclosed.

10.4 The provisions of this Clause 10 shall continue to apply after termination of this Agreement.

11. DATA PROTECTION

11.1 Each Party shall at all times comply with all applicable requirements of the Data Protection Legislation in the processing of Personal Data. This clause does not relieve, remove or replace a party's obligations under the Data Protection Legislation.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation the Local Delivery Organisation is the Data Controller and Pause is the Data Processor. Schedule 5 to this Agreement sets out the scope, nature and purpose of the Processing, the types of Personal Data and categories of Data Subject.

11.3 To the extent that Pause Processes any Local Delivery Organisation Personal Data in order to perform its obligations under this Agreement, it shall only do so on the written instructions of the Local Delivery Organisation unless required by law in which case Pause shall (to the extent permitted by law) inform the Local Delivery Organisation of that legal requirement before the relevant Processing.

11.4 Pause shall ensure that all personnel who have access to and/or process Local Delivery Organisation Personal Data are obliged to keep the Personal Data confidential.

11.5 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage of the Personal Data, Pause shall ensure that it has in place appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

11.6 Pause shall not, without the prior written consent of the Local Delivery Organisation, transfer any Local Delivery Organisation Personal Data outside the European Economic Area.

11.7 Pause shall notify the Local Delivery Organisation without undue delay upon becoming aware of any Personal Data breach affecting Local Delivery Organisation Personal Data.

- 11.8 Pause shall assist the Local Delivery Organisation in responding to any request from a Data Subject and in ensuring compliance with the Local Delivery Organisation's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- 11.9 Pause shall maintain complete and accurate records and information to demonstrate its compliance with this clause and the Data Protection Legislation and shall allow for audits by the Local Delivery Organisation in relation to the Processing of any Local Delivery Organisation Personal Data.
- 11.10 The Local Delivery Organisation hereby warrants, undertakes and represents that it has all necessary rights, titles, consents, permissions, authorisations and licences required by the Data Protection Legislation to enable Pause to Process Local Delivery Organisation Personal Data for the purposes contemplated by this Agreement.
- 11.11 Pause shall not engage any third party to process Local Delivery Organisation Personal Data without the prior written consent of the Local Delivery Organisation and provided that the third party enters into a written agreement incorporating terms which offer at least the same level of protection for Local Delivery Organisation Personal Data as those set out in this Agreement and which meet the requirements of article 28(3) of the GDPR.
- 11.12 Pause shall continue to process the Personal Data for the duration of this agreement and any extension agreed pursuant to Clause 2.2.
- 11.13 Pause shall, at the written direction of the Local Delivery Organisation and in any event within one Month of the termination of this agreement delete or return all Local Delivery Organisation Personal Data and copies thereof to the Local Delivery Organisation. Pause may retain Local Delivery Organisation Personal Data if required by law only to the extent and for such period as required by those laws and Clause 10 (Confidentiality) shall continue to apply to them. Pause may retain anonymised information to enable analysis of national data sets and longitudinal impact studies.

12. PUBLICITY

- 12.1 The Local Delivery Organisation shall not make any public announcement or issue any press release in relation to this Agreement or its subject matter without the prior written consent of Pause. If required, the Parties will jointly agree in writing an appropriate press release in relation to this Agreement on or shortly after the Commencement Date.

13. TERMINATION

- 13.1 Either party may terminate this Agreement immediately by written notice if the other party:
- (a) has committed a material breach of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30

days, or such other period as may be specified by the notifying Party, after being notified in writing to do so;

- (b) commits or suffers any Insolvency Event;
- (c) causes or fails to prevent any reputational damage to the other party; or
- (d) the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

13.2 Notwithstanding the service of a notice to terminate this Agreement, the Local Delivery Organisation shall continue to fulfil its obligations under the Agreement until the date of expiry or termination of the Agreement or such other date as required under this Clause 13.

13.3 On expiry or termination of this Agreement for any reason the Local Delivery Organisation has a duty to proactively work with local partners and agencies to reallocate the caseload of the Pause Practice to other appropriate local services.

13.4 Any provision of this Agreement that is expressly, or by implication, intended to have effect after termination shall continue in force and effect.

13.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14. LIMITATION OF LIABILITY

14.1 Nothing in this Agreement shall limit or exclude a Party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of any liability which cannot be limited or excluded by applicable law.

14.2 Subject to Clause 14.1, Pause, its employees, agents or officers will not at any time be liable to the Local Delivery Organisation or any other person for anything in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise (whether at law or in equity) for any: loss of profits or loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of use, loss or corruption of data or information (except where such loss or

corruption is the fault of Pause); whether any of these losses are direct or indirect; or any special, indirect or consequential loss, costs, damages, charges or expenses.

- 14.3 Subject to Clause 14.1, Pause's total liability to the Local Delivery Organisation in respect of all losses arising under or in connection with this Agreement shall be limited to the amount of the Membership Fee actually received by Pause from the Local Delivery Organisation.

15. DISPUTE RESOLUTION

- 15.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this Agreement, the Parties shall follow the procedure set out in this clause:

- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Director of Practice & Learning of Pause and Assistant Director of the Local Delivery Organisation shall attempt in good faith to resolve the Dispute;
- (b) if the Director of Practice & Learning of Pause and Assistant Director of the Local Delivery Organisation are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive of Pause and Senior Assistant Director of the Local Delivery Organisation who shall attempt in good faith to resolve it.

- 15.2 No Party may commence any proceedings under Clause 16.16.16 in relation to the whole or part of the Dispute unless and until the procedure set out in this Clause 15 has been followed, provided that the right to issue proceedings is not prejudiced by a delay.

- 15.3 Nothing in this Clause 15 restricts either Party's freedom to seek urgent relief to preserve a legal right or remedy.

16. GENERAL

- 16.1 Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

Force Majeure

- 16.2 Neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by a Force Majeure Event. A party experiencing a Force Majeure Event shall give the other party full particulars of the circumstances and use reasonable endeavours to resume performance as soon as possible. If the delay in

performance due to a Force Majeure Event is more than 30 days, either party may give notice to terminate this Agreement with immediate effect by giving written notice.

Assignment

- 16.3 This Agreement is personal to the Parties and neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Party.

Variation

- 16.4 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

Waiver

- 16.5 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and signed by the waivering Party and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Rights and Remedies

- 16.6 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Severance

- 16.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

Entire Agreement

- 16.8 This Agreement, the schedules and the documents annexed to it or otherwise referred to in it, constitute the entire agreement and understanding between the Parties and supersedes and extinguishes all previous agreements, arrangements and understandings

(whether written or oral) between the Parties or any of them relating to the subject matter of this Agreement.

No Partnership or Agency

- 16.9 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party' to make or enter into any commitments for or on behalf of any other Party

Third Party Rights

- 16.10 Except as otherwise expressly provided within this Agreement, no one other than a Party to this Agreement shall have any right to enforce any of its terms.

Notice

- 16.11 Except as otherwise expressly provided within this Agreement, any notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by e-mail, by hand, or by pre-paid first-class post next Business Day delivery service.

- 16.12 Any notice 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 Business Day delivery services, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by e-mail, 4 hours after sending.

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

- 16.13 For the purposes of clause 16.11 the address of each Party shall be:

- (a) **For Pause:**

Jules Hillier, Chief Executive Officer

Address: Pause, 4th Floor, Hackney Technology & Learning Centre, 1 Reading Lane, London, E8 1GQ

E-mail: jules.hillier@pause.org.uk

(b) **For the Local Delivery Organisation:**

Jason Pickett Assistant Director

Address: Atlas House St Helens, 2 Corporation Street, St Helens, WA9 1LD

E-mail: jasonpickett@sthelens.gov.uk

16.14 Either Party may change its address for service by serving a notice in accordance with clause 16.11.

Governing Law

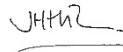
16.15 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction

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

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

SIGNED by Jules Hillier
for and on behalf of **PAUSE CREATING SPACE**
FOR CHANGE



.....
Authorised Signatory

20.05.2019
Date

SIGNED by Jason Pickett
for and on behalf of **ST HELENS COUNCIL**





.....
Authorised Signatory

15.05.2019
Date

SCHEDULE 1

Pause Trade Marks

Registered Trade Marks			
Mark No.	Status	Classes	Goods & Services
UK00003169948 Pause creating space for change	REGISTERED APP DATE: 16/06/2016 REG DATE: 23/09/2016	9, 16, 41, 42, 45	<p>9 Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; compact discs, DVDs and other digital recording media; mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment, computers; computer software; fire extinguishing apparatus; downloadable mobile software applications (apps) for use in the delivery and distribution of audio, video and multimedia entertainment content including text, data, images, audio, video and audio visual files; software for streaming audio visual and multimedia content via the internet, satellite and global communications networks.</p> <p>16 Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks.</p> <p>41 Education; providing of training; entertainment; sporting and cultural activities.</p> <p>42 Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software.</p> <p>45 Legal services; conveyancing services; security services for the protection of property and individuals; social work services; consultancy services relating to health and safety; consultancy services relating to personal appearance; provision of personal tarot readings; dating services; funeral services and undertaking services; fire-fighting services; detective agency services.</p>
UK00003169962 	REGISTERED APP DATE: 16/06/2016 REG DATE: 23/09/2016	9, 16, 41, 42, 45	As above.
UK00003169955 	REGISTERED APP DATE: 16/06/2016 REG DATE: 23/09/2016	41, 45	<p>41 Education; providing of training; entertainment; sporting and cultural activities.</p> <p>45 Legal services; conveyancing services; security services for the protection of property and individuals; social work services; consultancy services relating to health and safety; consultancy services relating to personal appearance; provision of personal tarot readings; dating services; funeral services and undertaking services; fire-fighting services; detective agency services.</p>

SCHEDULE 2

Except as defined in this agreement, the terms referred to in this Schedule 2 refer to the terms within the Pause Framework.

The Pause Pledge

The Pause Pledge comprise of the following partnership points (the “**Partnership Points**”):

Our Pledge to each other

- ① All the people who make up the Pause Partnership are committed to these Partnership Points to maintain the fidelity of Pause.

Our Pledge to the women who work with Pause

- ① Pause will work with the woman as soon as is in her best interest irrespective of whether care proceedings have concluded or not.
- ① If a woman’s suitability for Pause changes during the programme, Practices follow the guidance set out in the Framework (4.1) including putting in place a comprehensive transition plan.
- ① Pause will help women in the following ways:
 - Offer them a relationship with their Practitioner that is secure, consistent and predictable; where they are valued and respected for who they are as women rather than judged or defined by any one presenting issue;
 - Provide them with the time and space they need to make the identified changes that are important to them in their lives;
 - Pause Practitioners will work with the women to identify their long-term goals and the necessary actions to achieve them;
 - Pause Practitioners will be open and clear in how they communicate with women, treating them as adults with agency.

Our Pledge with Pause Practices

- ① Pause will ensure it delivers its offer of support, and that this is experienced as flexible, responsive and able to reflect the varying needs of different Pause Practices.
- ① Pause will listen to the needs of Pause Practices and be prepared to adapt and change its involvement through a discursive relationship.
- ① Pause will maintain the Good Practice Guide to ensure it contains the most up-to-date information.
- ① Pause will ensure that Pause Practices have access to advice and training in relation to lone working.
- ① The Pause National Practice Lead is a member of the Local Pause Board.
- ① Pause must ensure the Pause National Practice Board reflects the experiences of Practice on the ground, reflects the experiences of the women and provides a reflective and thoughtful space for learning and sharing.

- ① We will work together to ensure that every Pause Practice and Pause nationally complies with all the Partnership Points and achieve the Pause Minimum Quality Standards.

Our Pledge to Pause Practitioners

- ① Your Pause National Practice Lead will identify and learn from innovations by experiencing local practice first hand, and will be there to provide support and constructive challenge to your Practice.
- ① Your Pause National Practice Lead will encourage sharing of experience and knowledge across Pause.
- ① Pause Practices will be open with the Pause Partnership and their Pause National Practice Lead, welcoming their involvement with Practice, including going alongside Practitioners as appropriate.
- ① Your Pause National Practice Lead will work with Pause Practices to ensure fidelity and quality to the model and will take the necessary steps to ensure this is upheld.

Our Pledge with Pause Partners

- ① Your Pause National Practice Lead is a member of the Local Pause Board.
- ① The Pause Board in each area is chaired by someone at director level, who becomes the local Pause Champion, e.g. Director of Children's Service, Director of Public Health

Your Pledge to Pause

Your team structure

- ① Pause Practices will work in collaboration with Pause throughout their recruitment process, utilising their Pause National Practice Leads as panel members for interviews, and resources supplied by Pause, e.g. job description and person specifications.
- ① The minimum staffing level for a Pause Practice is a Practice Lead, three Practitioners and a Practice Co-ordinator. Any variations to the architecture of a Practice should be discussed with your Pause National Practice Lead.

Your cohort

- ① Women who join Pause need to be of child-bearing age, have no children in their care and be at risk of repeat pregnancies that are likely to result in removal.
- ① The women who work with Pause must use the most effective methods of reversible contraception for the duration of the programme.
- ① Women may participate in Pause regardless of their presenting issues. Any restrictions placed on participation must be agreed with your Pause National Practice Lead.
- ① Pause Practices will complete the scoping exercise using the Pause scoping tool and will share the anonymous data gathered with Pause.

Your ways of working

- ① The maximum number of women for any one Practitioner to work with is eight.
- ① Pause Practices must ensure all Practitioners receive at least one clinical supervision per month.

- ① Pause Practitioners will consider whether any intervention or tool they use has a clear theoretical and robust evidential basis and that they have assessed any risk as reasonable and taken appropriate steps to mitigate.
- ① Each Pause Practice must ensure that the woman's resource allocation of at least £2,000 per woman is ring-fenced within the Practice budget and that cash is never given directly.
- ① Pause Practices agree to make the 'Post Pause Essential Elements' available to women at the end of the programme.
- ① Pause Practices agree to follow the guidance on consistency and clearance for the media.
- ① Pause commits to supporting Pause Practices with their communications priorities.
- ① Pause Practices will answer the innovation questions before pursuing anything that sits outside the core Pause Programme.
- ① Pause Practices will always link with Pause Business Development for support when considering funding opportunities.

Your work with Pause Partners

- ① Pause Practices will have close working relationships (face-to-face where possible, at least for initial contact) with relevant local professional partner organisations.
- ① Pause Practices and local partners will develop partnership arrangements, including information sharing agreements, so everyone is clear about roles, responsibilities and expectations.
- ① Pause Practices will have a single point of contact with each local partner agency.

Your care plans

- ① Pause Practices will include the essential elements of assessment in their assessment care plans.
- ① Pause Practices will review their assessment care plans with their Pause National Practice Lead.
- ① Pause Practices should liaise with their Pause National Practice Lead to ensure assessment and care plans meet Pause guidance and requirements around baseline assessment, background information, risk and monitoring of most effective method of reversible contraception.

Your Practice safety

- ① Pause Practices must ensure they adopt and follow their local/delivery organisation's safeguarding policies and procedures, relating to children and vulnerable adults. All Pause Practice staff must understand and implement the policy, and it must be in place before the first women join the programme.
- ① Pause Practices and their delivery organisations are responsible for ensuring that lone working is appropriately and safely managed.

Your quality assurance

- ① Pause Practices will provide timely and accurate data on fidelity, quality and outcomes through the Quality Assurance System (Apricot). Pause will provide each Practice benchmarking data from other Practices that allows them to set their own performance to support ongoing learning and development of the Pause Practice.

- ① Pause Practices must meet the Minimum Quality Standards and be working towards the Pause Quality Targets. If a Practice fails to meet one or more Minimum Quality Standards it must put in place a robust plan to raise the quality of its delivery so that the Minimum Quality Standards are met as soon as practicable.
- ① Pause Practices will commit to taking part in any national evaluation and will liaise with their Pause National Practice Lead and the Director of Practice and Learning regarding any plans for separate independent evaluation.

SCHEDULE 3

Funding Memorandum

The Local Delivery Organisation commits to using the funding set out below for the purposes of delivering the Pause Practice:

Amount	Funding start date	Funding end date	Funding provider
£337,052	April 2019	October 2020	St Helens Council

SCHEDULE 4

Membership Fee

Membership Fee: £25,000 plus 5% VAT

Pause will invoice the Local Delivery Organisation for the membership fee on: 23 October 2019 & annually thereafter.

SCHEDULE 5

INFORMATION SHARING POLICY

1. POLICY STATEMENT AND PURPOSE

- 1.1 The purpose of this policy is to enable data and information to be shared between Pause and the Pause Practice to ensure adherence by the Pause Practice to the Pause Monitoring, Evaluation and Learning (MEL) Strategy (which includes using the Pause Quality Assurance System referred to at clause 2.1 below), model fidelity and for performance management information.

2. PAUSE PRACTICE OBLIGATIONS

- 2.1 The Pause Practice shall capture the Information (as defined below) on the **Pause Quality Assurance System**. This is a bespoke online system created on Apricot, a product of Gallery Partnership UK. Further information about the Pause Quality Assurance System can be found in the Pause Framework and Pause MEL Strategy. The Pause Practice will obtain all necessary appropriate and valid consents and notices required under the Data Protection Legislation from each woman who engages with the Pause Practice for the processing of her Personal Data in accordance with this Information Sharing Policy at the outset of their working relationship and before uploading her Information to the Pause Quality Assurance System.

3. THE INFORMATION

- 3.1 The following information comprises the Personal Data that Pause requires the Pause Practice to capture in the Pause Quality Assurance System relating to each woman that the Pause Practice works with:
- (a) Name
 - (b) Database ID
 - (c) Address(es)
 - (d) Date of birth
 - (e) Ethnicity
 - (f) Number of children removed from, and currently in, the woman's care
 - (g) Details of the woman's current use of long acting reversible contraception
 - (h) Existence of risk assessments regarding the woman and her address

- (i) Current status of Pause Practice engagement with the woman
 - (j) A profile of the woman's current and past needs (e.g. mental health needs, drug or alcohol use, refugee status)
 - (k) The woman's, and the Pause Practitioner's, assessment of the woman's goals and needs
 - (l) The woman's self-assessment of her current situation and progress in relation to access to fun and leisure, physical health, key relationships, financial and housing situation, access to services and support, contact with the criminal justice system, emotional well-being, self-esteem and access to learning and employment
 - (m) Records of activities within the Pause Practice for that woman including date, efforts to engage, focus of activity and funds spent
 - (n) Records of any supervisory or management activity;
- (the "**Information**").

3.2 If either of the Parties considers that additional information is required to be captured in the Pause Quality Assurance System in order to meet the necessary objectives of the Pause Programme, the Parties will agree in writing that such additional information shall be considered to be "Information" as defined in this Information Sharing Policy.

4. USE OF INFORMATION

4.1 Pause Practices will use the Information to run standardised reports, according to the reporting framework set out in the Pause MEL Strategy. These standardised reports will enable Pause Practices to submit quarterly progress reports to Pause for the purposes of performance management and the identification of the support needs of Pause Practices. No Personal Data or non-anonymised Information will be included in the quarterly reports that are sent to Pause.

4.2 Pause staff will have access to the Information for the purposes of providing technical support and advice to the Pause Practice. Pause staff will only access the Information for the purposes of providing such technical support or advice to the Pause Practice and on the specific instructions of the Pause Practice (**Specific Purpose**).

4.3 Pause undertakes that the Information will only be used for the Specific Purpose for which it was shared and will not be used for any other purpose or shared with any other party, other than as may be required by law.

5. SECURITY MEASURES

- 5.1 The Pause Quality Assurance System will incorporate appropriate physical and technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected. Such measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 5.2 The Pause Practice will ensure that Pause Practice Staff are trained and maintain good habits in preserving the security of the Pause Quality Assurance System, including choosing strong passwords to access the Pause Quality Assurance System and not sharing passwords with others.
- 5.3 Pause Practice Staff will only be able to access Information within the Quality Assurance System relating to their own Pause Practice. Pause will ensure that access to the Information is limited to those members of Pause staff who need access for the Specific Purpose and any such Pause staff shall only access the part or parts of the Information as is strictly necessary for the performance of that member of staff's duties.

SCHEDULE 6

Media policy and guidance

1. OVERVIEW

- 1.1 The Pause Programme is highly respected with a good reputation that enjoys strong relationships with key stakeholders such as those in both central and local government and it is important that this is preserved.
- 1.2 It is anticipated that the news media will become more interested in Pause as the Pause Programme advances. Pause has a responsibility to be open and responsive to information requests from the media as they are among the many ways our key stakeholders, partners and the general public will build their individual perceptions of Pause.

2. PURPOSE

- 2.1 This policy is designed to ensure the safety of the women who work with Pause and all staff. Information disclosed by Pause must be timely, accurate, comprehensive, authoritative and relevant to all aspects of Pause. Adherence to this policy is intended to provide an effective and efficient framework to facilitate the timely dissemination of information.

3. WHO AND WHAT DOES THIS POLICY APPLY TO?

- 3.1 This policy and the rules contained in it apply to: all Pause staff, including trustees, employees, directors and officers, consultants and contractors, casual or agency staff, trainees, homeworkers, fixed term staff and volunteers. It also applies to Pause Practices.
- 3.2 **NB Pause Practices should adhere to the policies of their delivery organisation locally and work with this policy and guidance in order to cohere with Pause.**

4. WHO IS RESPONSIBLE FOR THIS POLICY?

- 4.1 The Pause Director of Communications has general responsibility for oversight and updating the media policy. Pause Practice Leads have special responsibility for leading by example, ensuring that members of staff are familiar with this policy and for monitoring and enforcing compliance.

5. DESIGNATION OF PAUSE SPOKESPEOPLE

- 5.1 Communications about Pause and the Pause Practices are the sole responsibility of Pause. Pause has expertise in media relations and weighs each media enquiry to determine the best way to respond. The Pause Communications Team will convey the

official Pause position on issues of significance or situations that are particularly controversial or sensitive in nature.

- 5.2 Pause spokespeople will be appointed by Pause and have among other responsibilities to:
- (a) increase public awareness and understanding of Pause, the services Pause provides and future prospects for growth; and
 - (b) promote a positive public image of Pause and the work Pause does to audiences that are important to Pause.

6. GUIDANCE FOR INTERACTIONS WITH THE MEDIA

- 6.1 The Pause Communications Team will always ask first: **“Is this in the best interest of the women Pause works with?”** when dealing with any media interactions.
- 6.2 Pause staff who are not authorised by Pause to deal with enquires from the media must in the first instance forward any enquiry to the Pause Communications Team.
- 6.3 A reporter, producer or other news media may contact you for a number of reasons including but not limited to:
- (a) To gain information about any individual working with Pause
 - (b) To gain information about Pause
 - (c) To get information about recent unexpected events
 - (d) To get information or a comment about an action or event
 - (e) To get general information on a topical story
- 6.4 In all instances of media contact please pass all enquiries to the Pause Director of Communications. **Please do not say you are not allowed to talk to the media or have to get permission to do so or cannot comment. Instead please tell the media enquirer that “Pause policy is to refer all media inquiries to the Press Office. You can reach them on 020 8820 7232”.**
- 6.5 Whenever taking a call from the media the same courtesy and professionalism in which Pause approaches all key stakeholders should be displayed. Please act quickly when approached by the media and inform the Pause Director of Communications in the first instance even if you have already referred the media onto Pause.

- 6.6 Do not let the media compel you to answer questions on the spot. It is always beneficial to refer them to the Pause Director of Communications so accurate and relevant information can be provided.

7. GUIDANCE FOR PHOTOGRAPHS AND FILM

- 7.1 If someone from the media is requesting to take photographs and film please refer to the bullet points in '6. GUIDANCE FOR INTERACTIONS WITH THE MEDIA' section above.
- 7.2 No one will be given access to your Pause Practice for photo or filming without approval from Pause, who will always discuss with the relevant Practice and send written confirmation in advance
- 7.3 If the media show up unannounced without prior written consent from Pause please let the Pause Director of Communications know in the first instance and they will contact the relevant news room for clarification. The media cannot enter a Pause Practice without permission to photograph or film. The media cannot block entrances or prevent business as usual at any facility.

8. GUIDANCE FOR SEEKING MEDIA COVERAGE

- 8.1 In circumstances in which you believe you have a positive news story to share with the public, contact the Pause Director of Communications before taking any action. All media activity will be managed by Pause. Pause can only authorise and distribute Pause news releases, pitch coverage of particular events or hold news conferences.
- 8.2 Do not call a reporter or media outlet without directly consulting Pause. You should contact the Pause Director of Communications in the first instance.
- 8.3 Some news items will be more appropriate for internal publicity and this will be considered by Pause.

9. GUIDANCE FOR PROVIDING CASE STUDIES TO MEDIA

- 9.1 As a general rule, Pause will not provide case studies of Pause women to press who request them at short notice or for live broadcast.
- 9.2 Pause is in the process of developing a bank of broadcast quality case studies (anonymised) including audio, photos etc. to use with permission.
- 9.3 Longer term feature and documentary style pieces will be dealt with on a case by case basis in conjunction with the Director of Communications, Pause Practice Leads and the Director of Practice & Learning, and where appropriate CEO and Board of Trustees.

- 9.4 Safeguards will be put in place for all media work that is agreed. For example, the media team will always be with women and practitioners during interviews and will manage the journalist's questions etc.
- 9.5 The communications team will work to ensure that any interviews have a clear lead in time and cooling off period to protect women who may be interviewed from any trauma that may surface as a result of interview. Women will always have the right to change their mind after an interview and their well-being is our paramount concern.
- 9.6 Advice around being identified (clothing, jewellery etc.) will be provided to anyone being interviewed before the interview takes place.
- 9.7 All photographs/ images of women for press and social media must be anonymised.
- 9.8 Photographs / images as well as names of practitioners for press / media may be anonymised, this will be decided on a case by case basis as requested by the practitioner.