

Dated

[] day of [

] 20[xx]

CONSULTANCY AGREEMENT

between

RUTLAND COUNTY COUNCIL DISTRICT COUNCIL

and

[INSERT NAME OF CONSULTANT]

THE PROVISION OF **XXXX SERVICES IN RUTLAND**

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[All 'Guidance Notes' within this Consultancy Agreement must be completed relevant to the actual Services being commissioned, prior to issuing the Invitation to Tender or Request for Quotation]. [If you need to include any other provisions in addition to and/or as a substitution to the Terms & Conditions contained within this Consultancy Agreement, you MUST first seek "approval" from the Deputy Director Corporate Governance (Monitoring Officer)].

CONSULTANCY AGREEMENT

This Consultancy Agreement is made on the [] day of [] 20[xx]
[insert date here – once Agreement has been signed by both parties]

BETWEEN:

- (1) **Rutland County Council District Council** of Catmose, Oakham, Rutland LE15 6HP (the “Council”); and
- (2) [Insert Name of Organisation] (Company Registration number [xxxx] and/or Registration Charity number [xxxx]) whose registered address is [xxxx]; OR [Individual Consultant] of [xxxx address] (the “Consultant”).

referred to collectively as the **Parties** and each individually as a **Party**.

This Agreement sets out the terms and conditions on which the Consultant is engaged to provide [insert brief description of the Services].

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Consultancy Agreement the following terms have the meanings set out below:

Agreement: means these terms and conditions of this Agreement and any schedule(s) attached.

Authority Representative: means the representatives appointed by the Council and the Consultant from time to time in relation to this Agreement, as set out in Schedule 4 (Authorised Representatives).

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: [Start Date].

Contract Period: except as otherwise specified, the period of this Agreement starts on the Commencement Date and ends on the Expiry Date.

Council: means Rutland County Council and its Authorised Representatives.

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

Data Protection Legislation:

- (i) the General Data Protection Regulation (Regulation (EU) 2016/679) and any applicable national implementing Laws as amended from time to time;
- (ii) the Data Protection Act 2018; and
- (iii) all applicable Law about the processing of personal data and privacy.

Data Subject: has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time.

Expiry Date: [End Date].

Fraud: means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Agreement or defrauding or attempting to defraud or conspiring to defraud the Council.

Fees: the sum of to be paid to the Consultant by the Council in accordance with this Agreement, as set out in Schedule 2 (Consultancy Fees, Payment and Invoicing).

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Materials: means any and all works of authorship and materials developed, written or prepared on whatever media for the purposes of or in connection with this Agreement and the Services provided including, without limitation, any and all reports, studies, data, databases, diagrams, charts, specifications, software, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto.

Personal Data and Personal Data Breach: has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
 - i. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or
 - ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Consultant or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
- (c) committing any offence:
 - i. under the Bribery Act 2010;
 - ii. under legislation creating offences in respect of fraudulent acts; or
 - iii. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council.

Services: means the services to be performed by the Consultant to the Council as specified in Schedule 1 (the Services Specification) in accordance with the Agreement.

- 1.2 In the interpretation and construction of this Agreement:
 - 1.2.1 (except where the context otherwise requires) words denoting the singular include the plural and vice-versa, words denoting any gender include all genders;
 - 1.2.2 any reference to any statute, statutory instrument, order, regulation or other similar instrument ("legislation") shall be construed as a reference to the legislation as amended, replaced or re-enacted from time to time;
 - 1.2.3 any reference to a statutory regulatory or registration body or authority shall include any successor body or authority or replacement from time to time performing the same or similar functions;
 - 1.2.4 the headings contained in this Agreement are for ease of reference only and will not affect its construction or interpretation; and
 - 1.2.5 the schedules forming part of this Agreement shall be interpreted and construed as though set out in the main body of this Agreement.

2. Due Diligence

- 2.1 The Consultant acknowledges that:
 - 2.1.1 the Council has delivered or made available to the Consultant all of the information and documents that the Consultant considers necessary or relevant for the performance of its obligations under this Agreement; and
 - 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the due diligence information and has entered into this Agreement in reliance on its own due diligence alone.

3. Purpose of the Agreement

- 3.1 The Council engages the Consultant to perform the specific Services as described in Schedule 1, in accordance with the terms and conditions set out in this Agreement.
- 3.2 The Consultant shall not make any significant change to the Services without the Council's prior written agreement.

4. Contract Period

- 4.1 The Agreement period is from [Start Date] to [End Date].
- 4.2 The Agreement shall commence on the day after the last of the two parties signs this Consultancy Agreement or as otherwise agreed, and [subject to clause 4.3], shall continue for the Contract Period unless terminated as hereinafter provided.
- 4.3 [Guidance Note – insert clause 4.3 if an extension option applies, otherwise delete]. The Council shall have the option to extend the Agreement for a maximum period of [insert period in both words xxxx and numbers (xx)] months from the end of the initial Contract Period, subject to satisfactory performance by the Consultant during the period set out in clause 4.1 and in accordance with the Council's business

requirements. If the Council chooses to extend the Agreement, the Consultant shall be notified in writing within twenty (20) working days before the end of the Contract Period.

- 4.4 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

5. Consultancy Fees and Payment

- 5.1 In consideration of the provision of the Services under this Agreement the Council shall pay to the Consultant the fees as full remuneration in accordance with Schedule 2 – Annex 1 (Consultancy Fees). The Council shall not pay any fees in respect of any absences by the Consultant or the Authorised Representatives of the Consultant or the Consultant's staff (as the case may be) due to illness, voluntary leave or statutory, public or local holidays or otherwise.
- 5.2 The Consultant shall be paid by monthly periodic payment in arrears in accordance with the terms set out in Schedule 2 – Annex 2 (Payment Terms), upon receipt of a valid and undisputed invoice. For the avoidance of doubt, no expenses shall be paid by the Council to the Consultant in relation to the provision of the Services.
- 5.3 The Council shall accept and process for payment an electronic invoice submitted for payment by the Consultant where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 5.4 For the purposes of clause 5.3, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 5.5 The Consultant shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of his Fees and the Consultant agrees to indemnify the Council against all claims that may be made by the relevant authorities against the Council in respect of income tax or national insurance or similar contributions relating to the Services under this Agreement.
- 5.6 The Council will not authorise payment unless the Consultant has:
- 5.6.1 signed and returned a copy of this Consultancy Agreement to the Council;
 - 5.6.2 provided appropriate bank details; and
 - 5.6.3 complied with the terms of this Agreement, especially the reporting requirements.
- 5.7 The Consultant shall be responsible for any Value Added Tax or any other tax liability and the Council shall at no time be or become responsible for any outstanding sums.
- 5.8 The Council reserves the right to withhold all or any payments of the Fees if it has reasonably requested information and/or documentation from the Consultant and this has not been provided to the Council within the timescale reasonably required.

5.9 The Consultant shall maintain complete and accurate records of the time spent and materials used by the Consultant in providing the Services, in such form as the Council shall approve. The Consultant shall allow the Council to inspect such records at all reasonable times upon request.

6. Recovery of Sums

6.1 If any sum of money shall at any time have been, or becomes, recoverable from, or payable by, the Consultant to the Council, the Council is entitled to deduct that money from any moneys due under this Agreement or any other contract between the Council and the Consultant, irrespective of when such money shall have been or becomes payable or recoverable.

7. Status of Consultant and Tax Liabilities

7.1 The staff employed by the Consultant in performing the Services shall be and remain employees of the Consultant and shall not in any circumstances be deemed to be employees of the Council and shall not be entitled to any remuneration or employment benefits from the Council (or if the consultant is an individual). The relationship of the Consultant to the Council will be that of independent contractor and nothing in this Agreement shall render him an employee, worker, agent or partner of the Council and the Consultant shall not hold himself out as such.

7.2 The Consultant shall be responsible for all such remuneration and benefits and all other liabilities as employer and for accounting to the HM Revenue and Customs and all other authorities for all taxes, National Insurance or similar contributions in respect of all liabilities for which the Consultant or the Consultant's staff are liable. If required by such authorities fees paid to the Consultant by the Council shall be paid net of any such tax and liabilities.

7.3 The Consultant shall indemnify the Council in respect of any liability, loss, damages, costs and expenses arising from any claim by any employee of the Consultant that he or she is an employee of the Council (including without limitation for unfair or wrongful dismissal, redundancy, discrimination or by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006) or any other employment claim or arising from any claim by the relevant authorities against the Council in respect of tax liabilities, National Insurance or similar contributions and other liabilities, charges and dues for which the Consultant or Consultant's staff are liable.

8. Warranties and Duties of the Consultant

8.1 The Consultant warrants, undertakes and agrees that:

8.1.1 it has all necessary resources and expertise to deliver the Services;

8.1.2 it has full capacity and authority to enter into and to perform its obligations under this Agreement;

8.1.3 it has not committed, nor shall it commit, any Prohibited Act;

8.1.4 it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the

Council immediately of any significant departure from such legislation, codes or recommendations;

- 8.1.5 it shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall ensure that it, its employees and agents including any approved sub-contractors who will be involved in the provision of the Services, shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 8.1.6 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees, agents and other representatives working on the Services;
 - 8.1.7 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - 8.1.8 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
 - 8.1.9 all financial and other information concerning the Consultant which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
 - 8.1.10 it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make this appointment on the terms contained in this Agreement; and
 - 8.1.11 since the date of its last accounts there has been no material change in its financial position or prospects.
- 8.2 The Consultant warrants to the Council that it shall:
- 8.2.1 carry out the Services to a high standard in a professional and competent manner and in accordance with the specification set out in Schedule 1 and to use all reasonable skill care and diligence in the performance of the Services;
 - 8.2.2 shall use all reasonable endeavours to ensure advice given under this Agreement is accurate and meets the Council's requirements as set out in Schedule 1;
 - 8.2.3 at its own expense obtain any necessary third party and statutory licences and consents required to provide the Services and to comply with all relevant codes of practice, statutory and regulatory requirements necessary for the performance of the Services including, but without limitation, the Equalities Act 2010; and
 - 8.2.4 that it will use its best endeavours to promote the interest of the Council and will promptly provide the Council with all information that it may require, in connection with the Services, this Agreement or any other related matter.
- 8.3 The Consultant warrants to the Council that it, its employees and agents including any approved sub-contractors who will be involved in the provision of the Services

have the experience, know-how, qualifications and necessary ability to perform the Services and that they are not disbarred in any way from performing the Services.

- 8.4 Where it is expressly agreed between the parties that the Services are to be performed within a specific timeframe or by a date for completion or where the timeframe or date for completion is specified in the this Agreement, the Consultant shall ensure that it meets the required timeframe or completion date (as the case may be) and time shall be of the essence in respect of those obligations but where no specific timeframes are agreed, the Consultant acknowledges that it will ensure that the Services are performed timely and promptly.
- 8.5 The Consultant shall comply with all reasonable requests and directions of the Council in relation to the provision of the Services and shall ensure that when any of its duties are performed on Council's premises, all rules and instructions in force and made known to the Consultant by the Council (including, but without prejudice to the generality, any rules and instructions relating to safety, security and computer virus control measures) are complied with by the Consultant, its employees and its agents.
- 8.6 The Consultant agrees that it will at all times comply with the provisions of the Data Protection Legislation in accordance with Clauses 14.5 to 14.11 and all other relevant legislation in force during the continuation of this Agreement.
- 8.7 The Consultant shall not, without the prior written consent of the Council, at any time from the Commencement Date to twelve (12) calendar months after the termination of this Agreement:
- 8.7.1 offer employment to;
 - 8.7.2 employ; or
 - 8.7.3 entice or endeavour to entice;
- any employee of the Council occupying a senior, managerial or technical position or in any way involved in the receipt of the Services provided by the Consultant.
- 8.8 The Consultant shall keep the Authorised Representatives of the Council fully informed of progress in the performance of the Services and shall provide to the Council written reports in accordance with Clause 9.
- 8.9 If the Consultant is prevented or delayed in performing the Services for any reason the Consultant shall notify the Authorised Representatives of the Council in writing of the reason and impact of the likely delay, and shall use all reasonable endeavours to resume and expedite the performance of the Services and eliminate or mitigate the consequences of the delay.
- 8.10 The Consultant shall where required use its best endeavours to identify the required knowledge and skill set to carry out the Services and impart the necessary skills and knowledge to the Council's employees with whom the Consultant has contact in the performance of the Services. This should be undertaken with a view to increasing and consolidating the skills base within the Council.

- 8.11 Unless the Consultant has been specifically authorised to do so by the Council in writing, the Consultant shall not:
- 8.11.1 have any authority to incur any expenditure in the name of or in the account of the Council; or
- 8.11.2 hold itself out as having authority to bind the Council.

9. Managing the Service

Performance Reporting

- 9.1 The Consultant shall closely monitor the delivery and success of Service provision throughout the Contract Period to ensure that the aims, objectives and outcomes of the Services are being met and that this Agreement is being adhered to.
- 9.2 The Consultant shall provide a [quarterly or other relevant period] performance monitoring report every [three (3) months or other relevant period] during the Contract Period starting from [insert Start Date]. Such reports shall be submitted to the Council within five (5) working days of the conclusion of the reporting period for which the reports is due, in the reporting format agreed with the Council.
- 9.2.1 The performance monitoring report shall:
- (a) describe the Services activities completed and the results achieved;
 - (b) contain an assessment of progress made against the proposals in original bid documents; and
 - (c) refer to the indicators of success as detailed in Schedule 1 (the Services Specification).
- 9.3 Along with its first quarterly performance reports, the Consultant shall provide the Council with a risk register. The risk register shall include the health and safety of any of its staff directly involved in delivering the Services.
- 9.4 The Consultant shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Service is being delivered in accordance with the terms and conditions set out in this Agreement.
- 9.5 When the Services has been completed the Consultant shall prepare and send a final report (“the Service/Project Completion Report”) to the Council within the period that the Council requests. This report shall provide confirm whether the Services has been successfully and properly completed. The Council will only make a final payment when the Services/Project Completion Report has been submitted to the Authorised Representative of the Council, in the format requested and with all of the information that is required.

Monitoring and Evaluation

- 9.6 The Council will supervise the progress of the Services throughout the Contract Period and reserves the right to:

- 9.6.1 carry out evaluation visits at a time agreed with the Consultant and after giving reasonable notice; and/or
- 9.6.2 to appoint an external evaluator.
- 9.7 The method and timing of the evaluation of the Services will be at the Council's discretion.
- 9.8 The Consultant shall permit the evaluator appointed by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Consultant's fulfilment of the terms and conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations and management information for them.
- 9.9 The Council and the Consultant shall undertake a joint review of the Services if the Council considers it necessary to refocus the Services outputs and activities. If, at any stage, the Services outputs and activities are not achieving the agreed objectives and/or outcomes the Council may terminate the Services.

Recovery of Fees

- 9.10 The Consultant shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where monies have been paid in error before all terms and conditions in accordance with this Agreement have been complied with by the Consultant.
- 9.11 If the Council makes an overpayment to the Consultant, it will seek recovery of all sums overpaid. The Consultant shall repay any overpayment to the Council within thirty (30) calendar days of receiving a written request from the Council to make a repayment. If there is a dispute between the parties about the overpayment, repayment will not be made until the dispute has been resolved.

10. Council Access to sites and records

- 10.1 The Council may request reasonable access for its Authorised Representatives, after giving the Consultant notice, to:
 - 10.1.1 Services sites which the Consultant owns or occupies and where any activity in support of the Services has been undertaken; and/or
 - 10.1.2 records (however these are stored) which show how the Services is being delivered.

11. Best Value

- 11.1 Without prejudice to the requirements of any other provision, the Consultant shall at all times in the performance of the Agreement demonstrate to the satisfaction of the Council or its Authorised Representatives that it understands, and has incorporated, the principles of Best Value into its operation and it shall perform the Agreement in a manner consistent with these principles and with a view to securing continuous improvement.

12. Council's Policies

- 12.1 The Consultant shall adopt Policies and such policies shall comply with the Council's own policies with regard to, for example, equality and diversity, environmental, health & safety. Copies of such Council policies shall be made available to the Consultant on request in a timely manner.

13. Whistle Blowing

- 13.1 The Council is committed to tackling fraud, abuse and other forms of malpractice. The Council has a Whistleblowing Policy that also applies to any Consultant working or providing services to the Council. A copy of this policy is available upon request.

14. Lawful conduct

- 14.1 The Consultant acknowledges that the Council is subject to the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018, the Freedom of Information Act 2000, the Equality Act 2010 and the Health and Safety at Work etc. Act 1974 (or any subsequent legislation).
- 14.2 The Consultant shall (and shall procure that its employees and agents shall) at all times comply with the terms of the Human Rights Act 1998 and the Modern Slavery Act 2015 in the performance of this Agreement and shall notify the Council immediately in writing if it becomes aware or has reason to believe that it or any of its employees, agents or sub-contractors, have committed an offence under this legislation. Such notice shall set out full details of the circumstances of the breach or the potential breach of the Consultant's obligations.
- 14.3 The Consultant shall perform its obligations under this Agreement in accordance with all applicable Law and Good Industry Practice, and shall specifically comply with its legal obligations in the fields of environmental, social or labour law.
- 14.4 To enable the Council to compliance with its obligations under the legislation referred to in clauses 14.1 and 14.2 or other applicable legislation which applies to the provision of the Services under this Agreement, the Consultant shall also co-operate with the Council (to the fullest extent permissible and consistent with its obligations under any applicable law or rules).

Data Protection

- 14.5 The Consultant shall (and shall procure that any of its employees, agents or sub-contractors involved in connection with the activities under this Agreement shall) comply with any notification requirements under the Data Protection Legislation (or any subsequent legislation) and that both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Agreement.
- 14.6 The only data processing that the Consultant is authorised to do is listed in Schedule 3 by the Council and may not be determined by the Consultant.

- 14.7 The Consultant shall not transfer Personal Data outside of the EEA unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
- 14.7.1 the Council or the Consultant has provided appropriate safeguards in relation to the transfer as determined by the Council;
 - 14.7.2 the Data Subject has enforceable rights and effective legal remedies;
 - 14.7.3 the Consultant complies with its obligations under the Data Protection Legislation by providing adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and
 - 14.7.4 the Consultant complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data.
- 14.8 The Consultant shall notify the Council immediately if it considers that any of the Council's instructions in connection with this Agreement infringe the Data Protection Legislation.
- 14.9 The Consultant shall notify the Council immediately if it becomes aware of a Data Loss Event.
- 14.10 At the written direction of the Council, the Consultant shall delete or return Personal Data (and any copies of it) to the Council on termination or expiry of the Agreement or at anytime on receipt of a written request by the Council, unless the Consultant is required by law to retain the Personal Data.
- 14.11 Taking into account the nature of the data processing, the Consultant shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation (and within the timescales required by the Council).
- 14.12 The Consultant shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.
- 14.13 The Consultant shall indemnify and keep indemnified the Council against all actions and/or claims against the Council arising from the Consultants alleged or actual breach of the Data Protection Legislation occurring as a result of the Consultants conduct within the terms of this Agreement.
- 14.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than thirty (30) calendar days' notice to the Consultant amend this Data Protection clause to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Freedom of Information

- 14.15 The Consultant acknowledges that where the Council is required to disclose information in line with its obligations under the Freedom of Information Act 2000 and the Environmental Information regulations 2004 it shall be responsible for determining whether any information relating to this Agreement is exempt from disclosure. If the Consultant provides information to the Council which is designated

as commercially sensitive or confidential, these markings shall not determine conclusively whether or not disclosure by the Council is necessary in order to comply with its legal obligations.

14.16 The Consultant shall at all times assist and co-operate with the Council (at the recipient's expense) in a timely manner, to enable the Council to comply with any information disclosure requirements. In no event shall the Consultant respond directly to a request for information unless expressly authorised to do so by the Council.

Confidentiality

14.17 Subject to clause 14.15 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of this Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

14.18 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

14.18.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

14.18.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

14.18.3 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

14.19 The Consultant and the Council shall divulge confidential information only to those employees who are directly involved in the Agreement and shall procure that all such employees comply with the obligations contained in this Agreement.

14.20 The provisions of this clause shall continue in perpetuity.

Equalities

14.21 The Consultant shall comply with its statutory obligations under the Equality Act 2010 and shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

14.22 The Consultant shall take all reasonable steps to secure the observance of clause 14.21 by all employees or agents of the Consultant and all sub-contractors engaged on the Services.

14.23 The Consultant shall provide such information as the Council may reasonably request for the purpose of assessing the Consultant's compliance in respect of the Equality Act 2010.

Health and Safety

14.24 The Consultant and all persons (including any sub-contractors) engaged by him in the performance of this Agreement shall throughout the Contract Period comply fully with the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations, and any other Acts, Regulations and Approved Codes of Practice relating to the health and safety of employees and others who may be affected by the Consultant's work activities.

14.25 The Consultant shall in the performance of this Agreement adopt safe systems of work to protect the health, safety and welfare of those affected by his work activities. The Consultant's safe systems of work shall be no less effective than any relevant safe systems of the Council which may from time to time during the Contract Period be amended by the Council and notified to the Consultant.

14.26 Whilst undertaking the Agreement or working on premises owned or occupied by the Council the Consultant shall ensure that his employees, agents and sub-contractors comply with any health and safety measures implemented by the Council in respect of employees and other persons working on the premises.

14.27 The Consultant shall appoint a person to be responsible for health and safety matters for the duration of the Agreement.

14.28 The Consultant shall record all accidents, which arise out of the Agreement in areas under his control. The Consultant shall keep those records for the minimum statutory time period and shall provide copies of accident forms and accident statistics to the Council or its Authorised Representatives on request.

15. Intellectual Property Rights

15.1 Any Intellectual Property Rights or Know-How which arise in the course of the delivery of the Services by the Consultant shall belong to the Consultant provided that the Consultant hereby grants to the Council a perpetual worldwide, royalty free licence to use such intellectual property rights for any purpose directly connected with the Agreement and the Services.

15.2 Except as provided for in clause 15.1, this Agreement shall not grant either Party any rights over the other Party's intellectual property rights. In particular, neither Party shall own or assert any interest in the other Party's existing intellectual property rights.

15.3 The Consultant warrants that it will take all reasonable steps to ensure that its delivery of the Services under this Agreement will not infringe any intellectual property rights of any third Party. The Consultant agrees to indemnify and hold the Council harmless against all liability, loss, damage, costs and expenses (including

legal costs) which the Council may incur or suffer as a result of any claim of alleged or actual infringement of a third Party's intellectual property rights because of the Consultant's delivery of the Services.

- 15.4 The Consultant warrants that the Materials will (so far as they do not comprise Material originating from the Council) be original works of authorship and the use or possession by the Council will not subject the Council to any claim for infringement of any proprietary rights of any third party.
- 15.5 The Consultant agrees that the Council is entitled to all property, copyright and other intellectual property rights in all Materials developed, originated, written, prepared or contributed to by the Council whether or not changed or developed by the Consultant.
- 15.6 At the expiry or termination of this Agreement the Consultant shall at the request of the Council immediately return to the Council all materials, work or records held in relation to the Services.

16. Transparency

- 16.1 In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Council may disclose information on its website in relation to monthly expenditure over £500 (five hundred pounds), in relation to this Agreement. The information will include the Consultant's name and the monthly periodic payment paid or other as may be required. The Parties acknowledge that this information is not confidential information or commercially sensitive information.

17. Publicity

- 17.1 The Consultant will not use any corporate logos of the Council nor refer to the Council or this Agreement or the Services, directly or indirectly, in connection with any product, promotion or publication, without the prior written permission of the Council. For the avoidance of doubt, the restriction contained in this clause 17 shall apply equally to any references to the Council in any form or medium.
- 17.2 The Consultant shall not at any time whether during the Contract Period or thereafter make any public statement in relation to the Council or its businesses, affairs, customers or clients unless authorised in writing by the Council and shall not after his engagement has been terminated wrongfully represent himself as being engaged by or connected with the Council.
- 17.3 The Consultant agrees to participate in and co-operate with promotional activities relating to the Services that may be instigated and/or organised by the Council.
- 17.4 The Council may acknowledge the Consultant's involvement in the Services as appropriate without prior notice.
- 17.5 The Consultant shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional activities relating to the Services.

17.6 The Consultant shall take reasonable steps to ensure that its employees, agents and sub-contractors comply with this clause.

18. Conflict of Interest

18.1 The Consultant shall ensure that it has adequate procedures in place to enable early identification and effective management of any conflicts of interest which it or its employees may have in relation to this Agreement. Where the Consultant identifies a conflict of interest it shall immediately notify the Council of this and provide information about how this is being managed.

18.2 The Council reserves the right to terminate the Agreement immediately by written notice and/or take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the Council under the provisions of this Agreement.

18.3 The Consultant acknowledges that a conflict of interest shall, or is likely to, arise in circumstances where either it or any of its employees:

18.3.1 bids for work from the Council in relation to the same procurement for which the Consultant is or has provided consultancy services to the Council; or

18.3.2 is asked by the Council to review or evaluate any aspect of the business of a competitor including without limitation, its commercial proposals, strategies, methodologies, goods and/or services.

19. Variation of this Agreement

19.1 This Agreement may be modified only by the written agreement of the Parties.

20. Assignment and Sub-Contracting of this Agreement

20.1 The Consultant may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement.

20.2 The Consultant shall not, by virtue of entering into any sub-contract exclude or limit its liability to the Council for breach of its obligations under this Agreement or otherwise arising from any acts or defaults of its agents and sub-contractors and the Consultant remains wholly responsible for the acts, omissions and defaults of its agents and sub-contractors as if they were its own acts, omissions and defaults.

21. Termination

21.1 Either Party may terminate this Agreement by giving three (3) month's written notice to the other if:

21.1.1 the other Party commits a significant breach of any terms of this Agreement and the breach is not remedied after communication and within the period agreed by the Parties; or

- 21.1.2 there is a significant event which was neither caused by the Parties nor is within the control of the Parties and this prevents the delivery of the Services.
- 21.2 By mutual agreement either the Council or the Consultant may terminate the whole or any part of this Agreement by giving the other Party three (3) month's written notice indicating its intention to do so.
- 21.3 The Council shall be entitled to terminate this Agreement and the Consultant's appointment with immediate effect and without any payment in lieu of notice, compensation or damages in any of the following circumstances:
- 21.3.1 if the Consultant shall act in any way which may in the opinion of the Council may damage the reputation of the Council or bring the Council into disrepute;
- 21.3.2 if the Consultant shall be incompetent, guilty of gross misconduct and/or any serious or persistent negligence breach or non-observance in respect of its obligations under this Agreement or shall be in breach of its confidentiality obligations under clauses 14.17 to 14.20 or shall fail to perform any of the Services within a timeframe or by a completion date specified in the Agreement or as agreed between the parties;
- 21.3.3 if the Consultant has offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward in respect of this Agreement or any other contract for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Agreement or any other contract with the Council;
- 21.3.4 if the Consultant has shown or forborne to show any favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
- 21.3.5 if the Consultant has committed an offence under the Bribery Act 2010; or
- 21.3.6 if the Consultant has given any fee or reward to an officer of the Council which is an offence under section 117(2) of the Local Government Act 1972.
- 21.4 If the Consultant being an individual (or when the Consultant is a firm any partner in that firm) shall become bankrupt or shall have a receiving order or an administrative order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall make any conveyance or assignment for the benefit of his creditors or if the Consultant being a company shall pass a resolution or if the Court shall make an order that the Company shall be wound up (except for the purpose of reconstruction) or if a receiver or manager is appointed or possession is taken of any property of the Company by or on behalf of the holders of any debentures then the Council may at its sole discretion terminate this Agreement by notice in writing with immediate effect with no liability to make any further payment to the Consultant.
- 21.5 The Council may serve a Termination Notice on the Consultant were:
- 21.5.1 there has been a change of circumstances that has substantially modified this Agreement within the meaning of Regulation 73 of the Public Contract Regulations 2015 and as a result the Council is required to initiate a new procurement procedure;

21.5.2 the Consultant, including any person employed by the Consultant in an administrative, management or supervisory role and including any person who has powers of representation, decision making or control within the Consultant, becomes the subject of a conviction for one of the reasons set out in Regulation 57(1) of the Public Contract Regulations 2015;

21.5.3 this Agreement is declared ineffective by a review body in accordance with Regulation 98(2) of the Public Contract Regulations 2015.

21.6 The proper exercise by the Council of its right of termination under this clause shall be without prejudice to any other rights or remedies which the Council may have or be entitled to exercise against the Consultant, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

22. Consequences of Termination

22.1 Upon the termination or expiry of this Agreement, the Consultant shall:

22.1.1 immediately deliver up to the Council all Council property and all originals and copies of the Materials (whether originated by the Consultant or the Council) and of all other information and materials in whatever form relating to the Services which may be in its possession, custody or control and refund any fees or proportion thereof paid in advance to the Consultant for any Services not yet provided;

22.1.2 irretrievably delete any information relating to the Council stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Council; and

22.1.3 provide a signed statement that the Consultant has complied fully with his obligations under this clause 22.

22.2 Notwithstanding the termination of this Agreement the following clauses of the Agreement shall continue to remain in force and bind the parties, clauses 6 (Recovery of Sums), 7 (Status of Consultant & Tax Liabilities), 14 (Data Protection, Freedom of Information & Confidentiality), 15 (Intellectual Property Right), 17 (Publicity), 22 (Consequences of Termination), 23 (Liability and Insurance), 25 (Dispute Resolution), 29 (Waiver), 33 (Governing Law and Jurisdiction).

23. Liability and Insurance

23.1 The Consultant shall effect and maintain with a reputable insurance company such insurance as is necessary to cover any liability arising under this Agreement during the Contract Period. Where it is necessary for the Consultant to purchase additional insurance cover in order to perform its obligations under this Agreement, the Consultant shall ensure that it has all relevant insurance in place prior to the Commencement Date.

23.2 The Consultant shall, prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request, supply to the Council copies of all of the insurance policies referred to in Schedule 1: Annex 1 (Insurance) to demonstrate

that the appropriate insurance cover is in place, together with evidence that the relevant premiums have been paid in full.

- 23.3 Neither Party shall exclude or limit liability to the other for death or personal injury caused by its negligence or any such liability which it is not permissible to exclude by Law.
- 23.4 The Consultant shall indemnify and keep indemnified the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of, or in connection with this Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Consultant, or any other loss which is caused directly or indirectly by an act or omission of the Consultant. This clause 23.4 shall not apply to the extent that the Consultant is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its employees or by any circumstances within its or their control.
- 23.5 The Consultant shall notify the Council as soon as possible and in any event within forty-eight (48) hours of any incident that may lead to any claim, demand or proceedings and shall supply such particulars or details thereof as the Council shall reasonably require.
- 23.6 The Council is relying upon the Consultant's skill, expertise and experience and also upon the accuracy of all warranties, representations and statements made and the advice given by the Consultant in connection with the performance of its obligations under this Agreement and the accuracy of any Intellectual Property Rights developed by the Consultant in connection with the performance of its obligations under this Agreement. The Consultant shall indemnify the Council in respect of any liability, loss, damages, costs and expenses it may incur arising from the breach by the Consultant of its warranties or obligations under this Agreement or by reason of any misrepresentation, or negligent or tortious act or default by the Consultant, its employees, agents or sub-contractors.
- 23.7 This clause 23 sets out the entire financial liability of the parties (including any liability for the acts or omissions of their Authorised Representatives, respective employees, agents and sub-contractors) to each other in respect of:
- 23.7.1 any breach of this Agreement; and
- 23.7.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 23.8 Without prejudice to clause 23.3 the Consultant's total liability to the Council arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise including for any loss of profit, shall be limited to [insert relevant amount] pounds sterling or one hundred and twenty five percent (125%) of the total sum paid whichever is the greater.

- 23.9 Without prejudice to clause 23.3 the Council's total liability to the Consultant arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise including for any loss of profit, shall be limited to the sums paid to the Consultant under this Agreement during the 12 months immediately preceding the date on which the claim arose.
- 23.10 The provisions of this clause shall survive the expiry or termination of this Agreement for whatever reason.

24. Consultant responsibility for its Employees

- 24.1 The Consultant undertakes to provide adequate supervision of and care for its employees, agents and sub-contractors during the performance of this Agreement and shall procure that its employees, agents and sub-contractors shall vacate the Council premises immediately upon the expiry or termination of this Agreement.

25. Dispute Resolution

- 25.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement.
- 25.2 The Parties may settle any dispute using a dispute resolution process which they agree. Should the complaint or dispute remain unresolved within 14 calendar days of the matter first being referred to the Authorised Representative or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Council and the Chief Executive of the Consultant with an instruction to attempt to resolve the dispute by agreement within 28 calendar days, or such other period as may be mutually agreed by the Council and the Consultant.
- 25.3 If the Parties are unable to resolve a dispute in line with the requirements of clauses 25.1 or 25.2, the dispute may, by agreement between the Parties, be referred to mediation in accordance with the Model Mediation Procedure issued by the Centre for Effective Dispute Resolution ("CEDR"), or such other mediation procedure as is agreed by the Parties. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation the Party shall give notice in writing ("the Mediation Notice") to the other Party, and that latter Party will choose whether or not to accede to mediation. The mediation will start no later than 14 calendar days after the date of the Mediation Notice. Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.
- 25.4 The performance of the obligations which the Consultant has under this Agreement will not cease or be delayed because a dispute has been referred to mediation under clause 25.3 of this Agreement.

26. Notices

- 26.1 All notices and other communications in relation to this Agreement shall be in writing to the Authorised Representative as set out in Schedule 4 and shall be deemed to have been duly given if personally delivered, e-mailed or mailed (first class postage pre-paid) to the address of the relevant Party, as referred to above, or as otherwise

notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

27. Force Majeure

27.1 Neither party shall incur any liability in the event that it is delayed in the performance of its obligations as a result of force majeure.

27.2 For the purposes of this Agreement force majeure shall mean any cause of delay beyond the reasonable control of either party and shall include, but not be limited to, fire, flood, earthquake, storm or other natural disaster, epidemic or pandemic, explosion, terrorist attack, nuclear, chemical or biological contamination, compliance with any governmental order/regulation which comes into effect after the Commencement Date

28. Severance

28.1 If any provision (or part of any provision) of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

29. Waiver

29.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

30. Entire Agreement

30.1 This Agreement and the documents referred to in it constitute the entire agreement between the Parties and supersede all negotiations, representations or agreements either written or oral preceding it, without prejudice to the Council's rights and remedies at law or otherwise.

31. Costs

31.1 Each of the parties shall pay and be responsible for any costs and expenses incurred by it in connection with the negotiation and entry into of this Agreement.

32. No Exclusivity

32.1 The Council reserves the right to contract with other consultants to undertake services similar or identical to the Services detailed herein.

33. Governing Law and Jurisdiction

33.1 This Agreement will be governed by and interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

34. Contracts (Rights of Third Parties) Act 1999

- 34.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

35. No Partnership or Agency

- 35.1 This Agreement shall not create any partnership or joint venture between the Council and the Consultant, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

36. Safeguarding (where relevant)

[Guidance Note: delete clause 36 if not relevant and type “**NOT USED**”. This clause must remain for any Services which work directly or indirectly with people (whether adults or children)].

- 36.1 The Consultant will comply with all requirements of the Children and Families Act 2014 to adequately assess and safeguard children and young people who are at significant risk and refer all such cases appropriately and in accordance with local protocols.

- 36.2 The Consultant will comply with all requirements of the Care Act 2014 and herein acknowledges its duty to safeguard vulnerable adults from abuse and its responsibility to act on actual or suspected cases of abuse appropriately, including referral and in accordance with local protocols.

- 36.3 The Consultant must comply with the Leicestershire & Rutland Local Safeguarding Children’s Board policies and procedures and when called upon to do so, demonstrate how this is being done. These policies and procedures (as amended from time to time) can be found using the following link:

http://www.rutland.gov.uk/health_and_social_care/safeguarding_children.aspx

- 36.4 The Consultant must comply with the Leicestershire & Rutland Adult Safeguarding Board policies and procedures and when called upon to do so, demonstrate how this is being done. These policies and procedures (as amended from time to time) can be found using the following link:

http://www.rutland.gov.uk/health_and_social_care/safeguarding_adults.aspx

This Agreement has been entered into as a contract by the duly authorised signatories of the Council and the Consultant on the day and year first above written.

SIGNED for and on behalf of

RUTLAND COUNTY COUNCIL DISTRICT COUNCIL

Authorised Signatory

Name _____

Position _____

Date of Signature _____

SIGNED for and on behalf of

[Insert CONSULTANT'S NAME]

Authorised Signatory

Name _____

Position _____

Date of Signature _____

SCHEDULE 1: SERVICES SPECIFICATION



[Guidance Note: insert details of the Services specification (including details of the required Services outputs, activities and outcomes) to be provided by the Consultant during the Contract Period].

SCHEDULE 1: ANNEX 1: INSURANCE

1.1 The Consultant shall at all times throughout the Contract Period maintain in force such policies of insurance with reputable insurers or underwriters approved by the Council as shall fully insure and indemnify the Consultant and the Council against its liability under this Contract, including but not limited to:

[Guidance Note: select the types of insurance policies that are relevant and proportionate to the Consultancy Services being provided, and insert the level of cover [£xx million] to be provided by the Consultant during the Contract Period. If you require guidance as to the appropriate level of insurance cover specific to your Consultancy Agreement please email: insurance@rutland.gov.uk].

- 1.1.1 **Professional Indemnity Insurance** with a minimum limit of [£xx million] for claims arising from a single event or a series of related events in a single calendar year.
- 1.1.2 **Employers Liability Insurance** with a limit of at least [£5 million] for claims arising from a single event or a series of related events in a single calendar year.
- 1.1.3 **Public Liability Insurance** with the minimum cover of at least [£xx million] for claims arising from a single event or a series of related events in a single calendar year.
- 1.1.4 **Product Liability Insurance** with the minimum cover of at least [£xx million] for claims arising from a single event or a series of related events in a single calendar year.

1.2 The Consultant shall give the Council, on request, copies of all insurance policies referred to in paragraph 1 to demonstrate that the appropriate insurance cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

1.3 The Consultant shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as avoided in whole or part.

SCHEDULE 2: CONSULTANCY FEES, PAYMENT AND INVOICING

1. GENERAL PROVISIONS

- 1.1 This Schedule details:
 - 1.1.1 the Consultancy fees payable under this Agreement;
 - 1.1.2 the payment terms; and
 - 1.1.3 the invoicing procedure.

2. CONSULTANCY FEES

- 2.1 In consideration of the provision of the Services under this Agreement the Council shall pay to the Consultant the fees as set out in Annex 1 of this Schedule in full remuneration.
- 2.2 The Council shall not pay any fees in respect of any absences by the Consultant or the Authorised Representatives of the Consultant or the Consultant's staff (as the case may be) due to illness, voluntary leave or statutory, public or local holidays or otherwise.

3. COSTS AND EXPENSES

- 3.1 No costs and expenses shall be paid by the Council to the Consultant relating to the Consultant's performance of its obligations under this Agreement and no further amounts shall be payable by the Council to the Consultant in respect of such performance, including in respect of matters such as:
 - 3.1.1 any incidental expenses that the Consultant incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Consultant, network or data interchange costs or other telecommunications charges; or
 - 3.1.2 any amount for any services provided or costs incurred by the Consultant prior to the Commencement Date.

4. PAYMENT TERMS

- 4.1 The Consultant shall be paid by monthly periodic payment in arrears in accordance with the payment terms set out in Annex 2 of this Schedule, upon receipt of a valid and undisputed invoice.

5. INVOICING PROCEDURE

- 5.1 The Council shall pay all sums properly due and payable to the Consultant in cleared funds within thirty (30) calendar days of receipt and agreement of a valid and undisputed Invoice, submitted to the address specified by the Council in paragraph 5.4 of this Schedule and in accordance with the provisions of this Agreement.
- 5.2 The Consultant shall ensure that each invoice (whether submitted electronically or in a paper form, as the Council may specify):
 - 5.2.1 contains:
 - (a) all appropriate references, including the unique Order reference number; and

- (b) a detailed breakdown of the Services provided, against the applicable due and payable Fee;
- 5.2.2 shows separately the VAT added to the amount due and payable; and
- 5.2.3 is supported by any relevant documentation reasonably required by the Council to substantiate that the invoice is a valid Invoice.
- 5.3 All payments due by one Party to the other shall be made within thirty (30) calendar days of receipt and agreement of a valid and undisputed Invoice unless otherwise specified in this Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
- 5.4 The Consultant shall submit invoices either in:
 - 5.4.1 electronic format to creditors@rutland.gov.uk; or
 - 5.4.2 paper format to:- 'Creditors, Rutland County Council, Catmose, Oakham, Rutland LE15 6HP'

SCHEDULE 2: ANNEX 1: CONSULTANCY FEES

[REDACTED]

[Guidance Note: Prior to the commencement of this Agreement, insert here the Consultancy Fee [£... amount] that the Council will pay the Consultant in consideration of the Services being provided under this Agreement.

SCHEDULE 2: ANNEX 2: PAYMENT TERMS

[REDACTED]

[Guidance Note: insert details of the agreed payment terms specific to the Services being commissioned, in accordance with paragraph 4.1 above]

SCHEDULE 3: DATA PROTECTION
PROCESSING PERSONAL DATA AND DATA SUBJECTS

1. The Consultant shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.

Guidance Notes: This Schedule must be completed by the Council acting as the ‘Data Controller’ – setting out clear details of the nature, scope and duration of the data processing arrangements where the Consultant (Data Processor) holds and/or processes ‘Personal Data’ about a ‘Data Subject’ in connection with the Consultancy Agreement.

DELETE GUIDANCE NOTES – ONCE SCHEDULE IS DRAFTED

Description	Details
Subject matter of the processing	<p><i>[This should be a high level, short description of what personal data is actually going to be processed i.e. “Patient data will be processed for the purpose of reviewing medical history to provide for support needs”.</i></p> <p><i>Or alternatively you could sign-post this back to the relevant parts of the Specification i.e. “as required by Paragraph xx ‘Safeguarding Patients’ of the Specification”.]</i></p>
Duration of the processing	<p><i>[Clearly set out the duration of the processing including dates – this should cover both the duration that the personal data will be processed and the length that the data will be retained for.</i></p> <p><i>Since Processing covers “the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction” of personal data - it’s conceivable that you could be adapting, retrieving and consulting on the data for a shorter period, but require retention for a longer period.</i></p> <p><i>The different categories of personal data contained within the Agreement must be retained in accordance with the Council’s Document Retention & Records Management Policy].</i></p>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p>

	<p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Employees (including volunteers, agents, and temporary workers), Councils/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

SCHEDULE 4: AUTHORISED REPRESENTATIVES

[Guidance Note: Prior to the commencement of this Agreement, insert details of each Parties nominated first and second Authorised Representatives]

Council's first Representative	Consultant's second Representative
<p><u>Name:</u> NAME, JOB TITLE</p> <p><u>Address:</u> Rutland County Council Catmose, Oakham. LE15 6HP</p> <p><u>Telephone:</u> 01572 722577 <u>Email:</u> xxx@rutland.gov.uk</p>	<p><u>Name:</u> NAME, JOB TITLE</p> <p><u>Address:</u> XXXXXXXXXXXXX XXXX XXXX</p> <p><u>Telephone:</u> XXXX <u>Email:</u> XXXX</p>
Council's second Representative	Consultant's second Representative
<p><u>Name:</u> NAME, JOB TITLE</p> <p><u>Address:</u> Rutland County Council Catmose, Oakham. LE15 6HP</p> <p><u>Telephone:</u> 01572 722577 <u>Email:</u> xxx@rutland.gov.uk</p>	<p><u>Name:</u> NAME, JOB TITLE</p> <p><u>Address:</u> XXXXXXXXXXXXX XXXX XXXX</p> <p><u>Telephone:</u> XXXX <u>Email:</u> XXXX</p>