**DATED**    **27TH August 2024**

##### THE MAYOR AND BURGESSES OF

**THE LONDON BOROUGH OF CAMDEN**

and

**NAME OF CONTRACTOR**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONDITIONS OF CONTRACT FOR TACKLING POVERTY**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

London Borough of Camden

Legal Services Department

5 St Pancras Square

London N1C 4AG**I N D E X**

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**AN AGREEMENT** made the day of 2024

**BETWEEN**

1. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (“the Council”); and
2. **INSERT SUPPLIER NAME**, registered in England No. 000000000, whose registered office is at [insert address], London, England, [insert postcode] (“the Contractor”).

The parties are hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”

###### WHEREAS

* 1. The Council wishes to commission the provision of ……………………………………………. (“the Services”) as more specifically described in the Specification.
	2. The Council has invited the Contractor to submit a tender/quotation for the Services.
	3. The Contractor has represented that it has the requisite expertise to carry out such Services, and has in accordance with the Council’s requirements submitted proposals for carrying out the Services and a statement of the Contract Price.
	4. The Council has examined the Contractor’s tender submission/quote and being satisfied that it appears to meet the Council’s requirements, has accepted the Contractor’s tender submission/quote subject to the Conditions as hereinafter referred to.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND CONSTRUCTION**

1.1 In the Contract, save where the context otherwise requires, the following words and expressions shall have the meanings assigned to them:-

1. **"Authorised Officer"** [insert Officer position] the person or persons appointed by the Council and notified in writing to the Contractor from time to time to act as the Council's representative(s) for the purposes of the management and supervision of the Contract;
2. **"Conditions"** means these conditions of Contract.
3. **“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998. Confidential Information shall not include information which:
	* + 1. was public knowledge at the time of disclosure ;
			2. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
			3. is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
			4. is independently developed without access to the Confidential Information.
4. **"Contract"** means the agreement entered into between the Council and the Contractor embodying [the Conditions, the Instructions to Tenderers, the Form of Tender, written acceptance thereof, the Specification, the Schedules, and all appendices, plans, pricing documents and other documentation issued by the Council with its invitation to the Contractor to tender for the Service.]
5. **"Contract Manager"** means the representative of the Contractorresponsible for the Contract.
6. **"Contract Period"** means the period during which the Contract shall remain in force in accordance with **Condition 2**.
7. **"Contract Price**" means the price exclusive of VAT stated in [Schedule XX} [the Form of Tender] and payable to the Contractor by the Council under the Contract.
8. **"Contractor"** means [insert name] [the person, firm or company whose Form of Tender is accepted by the Council and accordingly enters into a contract with the Council to execute and complete the Service for the Council as is provided for in the Contract] and shall where the context so requires include its personal representatives, successors and permitted assignees.
9. **"Default"** means any failure to fulfil an obligation or promise or to perform specified acts under the Contract.
10. **"Equipment"** means parts, materials, articles, or mechanisms used by the Contractor in the provision of the Service under the Contract.
11. “**Fraud**” means any fraudulent act or any offence at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Council.
12. “**Intellectual Property Rights**” means patents, inventions, trademarks, service marks, logos, design rights (whether capable of being registered or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether capable of being registered or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
13. **"Location(s)"** means the [the place, places or site or sites where the Equipment is to be delivered or stored] [where the Service is to be provided by the Contractor.]
14. **“Personnel”** means employees, self-employed contractor, agency staff and volunteers as appropriate that are engaged or proposed for engagement in the delivery of the Service.
15. **"Schedules"** means any schedules annexed hereto.
16. **"Service(s)"** means the service(s) described within the Specification to be provided by the Contractor in accordance with the terms of the Contract including any variations thereof as may from time to time be made in accordance with **Condition 8**.
17. **"Specification"** means Schedule X which describes the Service to be provided by the Contractor including any variation thereof as may from time to time be made in accordance with **Condition 8**.
18. **“Transparency Data”**  means the objective, factual data on which policy decisions are based and on which public services are assessed, or which is collected or generated in the course of public service delivery, in accordance with the Local Government Transparency Code 2014;
19. **“Working Days**” means Monday to Friday excluding public and bank holidays in England and Wales.
	1. Unless the context otherwise requires, reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, etc. as amended or re-enacted, from time to time.
	2. The headings to these Conditions are for ease of reference only, and shall not affect the construction of the Contract.
	3. All references to the masculine shall include the feminine, and all references to the singular shall include the plural, except where the context clearly indicates the one or the other.
	4. Any act which the Council is required to do under the Contract, may be done by any person authorised by the Council, provided that upon receipt of a written request the Council shall inform the Contractor of the name of any person so authorised.
	5. Where the Contractor is more than one person those persons shall be jointly and severally liable under the Contract.
	6. Reference to employees, personnel, staff and managers of the Contractor shall include references to all persons engaged by the Contractor in the performance of the Service and shall (if the context so permits) include references to the personnel staff and managers of any sub-contractor of the Contractor.
20. **CONTRACT PERIOD**
	1. The Contractor shall commence on [insert date] (the Commencement Date0 and shall continue in force (subject as hereinafter provided and to earlier termination in whole or in part in accordance with these Conditions and in particular **Condition 19**) until [*insert date*] (the Expiry Date).
21. **THE SERVICE**
	1. The Contractor shall throughout the Contract Period carry out and complete the Service in accordance with the Contract.
	2. If the Contractor is unable or fails to provide the Service to the Service User or any part thereof in accordance with the requirements of **Condition 3.1**, the Council may itself provide or may employ and pay other persons to provide the Service to the Service User or any part thereof and all costs incurred thereby may be deducted from any sums due to the Contractor under the Contract or shall be recoverable from the Contractor by the Council as a debt. The Council's right under this **Condition 3.2** shall be without prejudice to any other rights or remedies which it may possess.
	3. The Contractor shall at all times comply with the directions of the Authorised Officer.
22. **CONTRACTOR’S OBLIGATIONS**
	1. The Contractor shall provide the Service in compliance with the Council’s requirements as set out in the Contract.
	2. The Contractor shall provide the Service with all reasonable skill, care and diligence and in accordance with the Authorised Officer’s written instructions and whether these requirements are met shall be determined by the Authorised Officer acting reasonably.
23. **CONTRACT MANAGEMENT**
	1. The Contractor shall at all times properly manage and monitor the Service.
	2. The Contractor shall appoint a Contract Manager to act on its behalf for all purposes connected with the Contract, and any replacements shall be subject to the prior written approval of the Council not to be unreasonably withheld. Notices, information, instructions or other communications given to the Contract Manager shall be deemed to have been given to the Contractor
24. **CONTRACT PRICE**
	1. The Contract Price shall (subject to the provisions of the Contract (if any) which provide for variation or review thereof) be as stated in the [Schedule XX] [Form of Tender] [completed by the Contractor]. The Contract Price shall apply from the Commencement Date.
	2. The Contract Price shall include all costs of providing the Service howsoever incurred including (without limitation) the costs of all labour, equipment, accommodation, fuel, materials, purchasing and maintaining vehicles and equipment, travelling, all accounting and banking systems and all costs, charges, expenses and outgoings of whatever nature incurred by the Contractor in performing its obligations under the Contract.
	3. The Contract Price may not be varied at any time otherwise than in accordance with the provisions of the Contract.
25. **PAYMENT OF CONTRACT PRICE**
	1. The Council operates a paperless Purchase to Pay system which enables the full purchasing and payment process to be carried out on-line from order creation and authorisation to receipting and invoice matching.
	2. In order that the Council can make payment to the Contractor, the Contractor must comply with the following conditions:
		1. The Contractor will supply the Services only when in receipt of a valid Purchase Order generated from the Council’s ordering system
		2. The Contractor must quote the valid Purchase Order number on all invoices or credit notes submitted to the Council
		3. The Contractor must at its own expense submit all invoices and credit notes electronically through any reasonable means requested by the Council. This may include but is not limited to emailing the Council’s e-invoicing hub AIPinvoices@camden.gov.uk to submit XML, PO Flip, ebprinter or paper for OCR scanning.
		4. The Contractor will accept all payments by bank transfer
	3. The Council shall make payment of the sum set out in the invoice received in accordance with **Conditions 7.1 and 7.2** within 30 days of receipt of the payments schedule. The Council shall also pay the VAT as properly chargeable thereon provided that a valid VAT invoice is received by the Council. However, the Council shall be entitled to challenge any invoice that it considers incorrect, which shall be communicated to the Contractor together with the Council's grounds for thinking this. The parties shall then agree the correct charges and the Council shall make payment within 21 days of agreement being reached.
	4. The Contractor shall submit with the invoice such records as the Council may reasonably require including, but not limited to, time sheets, expense receipts, invoices paid or any other documents which would enable the Council to verify the information and the amounts referred to in that invoice.
	5. The Contractor shall include a term in any sub-contract with a sub-contractor that payment to the sub-contractor shall be made within 30 days of receipt of a valid invoice. The Contractor shall provide documentary evidence of compliance with this obligation when requested to do so by the Authorised Officer.
26. **VARIATIONS**
	1. The Council may request a variation to the Contract provided that such variation does not amount to a material change to the Contract. (“Variation”).
	2. The Council may request a Variation by notifying the Contractor in writing of:
		1. the Variation and giving the Contractor sufficient information to assess the extent of the Variation;
		2. whether any change to the Contract Price is required in order to implement the Variation; and
		3. a time limit within which the Contractor shall respond to the request for a Variation and such time limits shall be reasonable having regard to the nature of the Variation.
	3. If the Contractor accepts the Variation, it shall confirm the same in writing.
27. **ASSIGNMENT AND SUB-CONTRACTING**
	1. The Council shall be entitled to assign the benefit of the Contract or any part of it and shall give written notice of any assignment to the Contractor.
	2. The Contractor shall not sub-contract or transfer, assign, charge or otherwise dispose of the Contract or any part of it without the previous written consent of the Council (excepting only the assignment of any undisputed debt due under the Contract, to the extent permitted by law, of which the Contractor has previously notified the Council of the assignment, and the date on which the assignment became effective).
28. **INTELLECTUAL PROPERTY RIGHTS**
	1. Except where otherwise expressly agreed in writing, all Intellectual Property Rights in any guidance, drawings, specifications, instructions, toolkits, plans, software, designs, data, databases (including working documents, maps and photographs), patents, patterns, models or other material (the “IP Materials”):
		1. furnished or made available to the Contractor by the Council in connection to the Contract shall remain the property of the Council; and
		2. completed and prepared by the Contractor or the Council for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Council.
29. **LIABILITY, INDEMNITY AND INSURANCE**
	1. Neither Party excludes or limits liability to the other Party for:
30. death or personal injury caused by its negligence; or
31. Fraud; or
32. fraudulent misrepresentation; or
33. any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
	1. The Contractor shall indemnify the Council and keep the Council indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Contractor Personnel on the Locations, 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 Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.
	2. The Contractor shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. To comply with its obligations under this **Condition 11** and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, sub-contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than [………………] for each individual claim [*or* *such higher limit as the Council may reasonably require (and as required by law) from time to time*]. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Contract*.*
34. **EQUAL OPPORTUNITIES**
	1. As a manager, employer and contractor for services , the Contractor shall do all it reasonably can to seek the elimination of all forms of discrimination in its employment practices, ensuring that in the management and provision of its services no person is discriminated against whether directly or indirectly or by way of victimisation or harassment in relation to sex, religion, race, disability, colour, nationality, ethnic or national origins, marital status, maternity, paternity, gender reassignment, age, part time or temporary status and sexual orientation in accordance with an established single equality scheme (as amended from time to time). The Contractor shall provide a copy of its equal opportunities policy to the Council upon request.
35. **BRIBERY, CORRUPTION AND GRATUITIES**
	1. The Contractor shall:

(a) 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 (**Relevant Requirements**);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

[Hide Note: Activity outside the UK](http://publicsector.practicallaw.com/6-503-5299?source=relatedcontent" \l "null#null)Note: Activity outside the UK

1.1(b) Activity outside the UK

**Activity outside the UK**

If the supplier (or any of its associated persons) has no "close connection" with the UK and commits bribery outside the UK then its activities are not caught by the BA 2010, although any such bribery on behalf of the customer will result in liability for the customer under section 7 of the BA 2010. See [*Practice note, Bribery Act 2010: Territorial application (section 12) (www.practicallaw.com/5-500-8692)*](http://publicsector.practicallaw.com/5-500-8692#a297422) for further information on the territorial scope of the BA 2010 and the meaning of "close connection".

This clause ensures that a non-UK supplier is contractually bound to avoid bribery as defined in the BA 2010, even though the BA 2010 may not be applicable to it. [Clause 1.1(a)](http://publicsector.practicallaw.com/6-503-5299?source=relatedcontent#a999191#a999191) combined with this clause obliges the supplier to ensure that its non-UK associated persons similarly avoid bribery as per the BA 2010. If the supplier is UK based and will not subcontract outside the UK then this clause and the cross reference to it in [clause 1.1(d)](http://publicsector.practicallaw.com/6-503-5299?source=relatedcontent#a387434#a387434) may be omitted.

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(c) comply with the Council's Ethics, Anti-bribery and Anti-corruption Policies (in each case as the Council or the relevant industry body may update them from time to time) (**Relevant Policies**).

[Hide Note: Relevant policies](http://publicsector.practicallaw.com/6-503-5299?source=relatedcontent" \l "null#null)Note: Relevant policies

1.1(c) Relevant policies

**Relevant policies**

If the customer has its own policies and procedures on bribery prevention, the customer should ask the supplier to comply with these. The policies should be annexed to the agreement. See [*Practice note, Anti-corruption policies (www.practicallaw.com/9-502-3153)*](http://publicsector.practicallaw.com/9-502-3153) for advice on creating an anti-corruption policy.

The supplier may have its own anti-corruption policies which conflict with or differ from those of the customer. In this scenario, the customer may need to review the supplier's policies to assess whether they are adequate and, if they are, rely on [clause 1.1(d)](http://publicsector.practicallaw.com/6-503-5299?source=relatedcontent#a387434#a387434).

In addition, there may also be industry codes for the relevant industry that the supplier should comply with.

If acting for the supplier, consider whether the customer should bear some of the costs incurred by the supplier in complying with changes to the customer's policies and whether the supplier should have the right not to comply with changes to the customer's policies which it has not approved.

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(d) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate;

* 1. The Council shall be immediately entitled to terminate the Contract or any part of it and to recover from the Contractor the amount of any loss resulting, plus the value of any gift or consideration if in relation to the Contract or any other contract with the Council:
		1. the Contractor, or any of its personnel (whether with or without that Contractor’s knowledge) shall have offered, or given, or agreed to give, to any person, any gift, or consideration, inducement or reward of any kind, for doing or not doing any action (except in accordance with a permitted and lawful subcontract); or
		2. the Contractor or any of its personnel shall have:-
1. committed any offence under the Prevention of Corruption Acts 1889 to 1916; or
2. given any fee or reward, the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.
3. **BEST VALUE & EFFICIENCY**
	1. The Council is a Best Value Council under the Local Government Act 1999 and is subject to a statutory obligation to make arrangements to secure continuous improvement in the way its functions are exercised having regard to a combination of economy, efficiency and effectiveness (“the Best Value duty”).
	2. The Contractor agrees to co-operate fully and assist the Council at no extra charge in any manner reasonably required by the Council in connection with the Council’s performance of its Best Value duty.
4. **AUDIT**
	1. For the purpose of conducting any audit investigation of the Contract, the Contractor shall throughout the Contract Period provide all facilities and allow full access to the Council or its auditors to:
		1. all offices and premises of the Contractor for the purpose of inspecting records and documents in the possession, custody or control of the Contractor in connection with the provision of the Service;
		2. all technology, resources, systems and procedures used or proposed to be used in connection with the provision of the Service; and
		3. interview the Contractor’s Personnel and officers.
	2. The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including, but not limited to:
		1. the Services provided to the Service User under the Contract;
		2. all expenditure reimbursed by the Council; and
		3. all payments made by the Council.
	3. The Contractor shall by a term in any sub-contract authorised by the Council, secure a similar right of access for the Council and its auditors for the purpose of conducting any audit investigation of the Contract.
	4. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this **Condition 15**, unless the audit identifies a material breach of Contract by the Contractor in which case the Contractor shall reimburse the Council for all the Council’s reasonable costs incurred in the course of the audit.
5. **FREEDOM OF INFORMATION AND DATA PROTECTION**
	1. The Council is subject to the provisions of the Freedom of Information Act 2000 (“the FOIA”). As such, the Contractor acknowledges that the Council may be obliged to disclose information relating to this Contract and shall not be liable to Contractor or any other person for any loss suffered as a result of a bona fide disclosure of information under the FOIA. More particularly:
		1. upon receipt of a request for information the Council shall, wherever possible, consult with the Contractor and take into account its views on disclosure and the applicability of any exemptions;
		2. not respond directly to a request for information under FOIA and shall instead pass any request to the Council within two Working Days of receipt; and
		3. provide the Council with a copy of all information in its possession or power in a form that the Council requires within five Working Days of request at no cost to the Council; and
		4. provide all necessary assistance as reasonably requested by the Council to respond to a request for information within the time for compliance set out in FOIA or any other similar legislation, regulations guidelines or codes of practice.
	2. **Data Protection**
		1. **Definitions**

“**Controller**” shall have the same meaning as set out in the GDPR and for the purposes of this Contract shall be the Council;

**“Data Loss Event”** shall mean any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

**“Data Protection Impact Assessment”** shall mean an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

**“Data Protection Legislation”** shall mean:

1. the GDPR, the LED and any applicable national implementing Law as amended from time to time
2. the DPA 2018 to the extent that it relates to processing of personal data and privacy;
3. all applicable Law about the processing of personal data and privacy;

**“Data Protection Officer”** shall have the same meaning as set out in the GDPR and for the purposes of this Contract shall be identified in the Schedule of Processing, Personal Data and Data Subjects;

**“Data Subject”** shall have the same meaning as set out in the GDPR and for the purposes of this Contract shall be identified in the Schedule of Processing, Personal Data and Data Subjects;

**“Data Subject Access Request”** shall mean a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

**“DPA 2018”** Data Protection Act 2018

**“GDPR”** shall mean the General Data Protection Regulation (Regulation (EEA) 2016/679);

**“Law”** shall mean any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

**“LED”** shall mean the Law Enforcement Directive (Directive (EEA) 2016/680);

**“Personal Data”** shall have the same meaning as set out in the GDPR and for the purposes of this Contract shall be identified in the Schedule of Processing, Personal Data and Data Subjects;

**“Personal Data Breach”** shall have the same meaning as set out in the GDPR and includes but is not limited to the exposure or potential or possible exposure of data including but not limited to Personal Data to any third parties to the Contract or those who have neither a contractual nor statutory right of access to the data including any circumstances in which such exposure or possible exposure would constitute a breach of the provisions of the Data Protection Legislation;

“**Process**” has the meaning given to it under the Data Protection Legislation and for the purposes of this Contract, the processing activities taking place are described in the Schedule of Processing, Personal Data and Data Subjects;

“**Processor**” shall have the same meaning as set out in the GDPR and for the purposes of this Contract shall be the Contractor;

**“Protective Measures”** shall mean the appropriate technical and organisational measures which may include: psonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

**“Staff”** shall mean all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Contract;

**“Sub-processor”** shall mean any third party appointed to process Personal Data on behalf of the Contractor related to this Contract.

* + 1. The Parties shall (and shall procure that any of its Personnel) duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Contract.
		2. The Contractor may be requested to obtain an appropriate accreditation certificate as required by the Council, to demonstrate such compliance with Data Protection Legislation.
	1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Council and may not be determined by the Contractor.
	2. The Contractor shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
	3. The Contractor shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:
1. a systematic description of the envisaged processing operations and the purpose of the processing;
2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
3. an assessment of the risks to the rights and freedoms of Data Subjects; and
4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
	1. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
5. Process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Council before processing the Personal Data unless prohibited by Law;
6. ensure it does not knowingly or negligently do or omit to do anything which places the Contractor or the Council in breach of the Council’s obligations under the Data Protection Legislation;
7. ensure that it has in place Protective Measures to protect against:
	* + 1. unauthorised or unlawful processing of Personal Data;
			2. accidental loss or destruction of, or damage to, Personal Data,

and such measures to be reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:

1. nature of the data to be protected;
2. harm that might result from a Data Loss Event;
3. state of technological development; and
4. cost of implementing any measures;
5. ensure the Personal Data is kept and stored securely in accordance with any reasonable requirements of the Council;
6. ensure that:
7. the Staff do not process Personal Data except in accordance with this Contract (and in particular the Schedule of Processing, Personal Data and Data Subjects );
8. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
9. are aware of and comply with the Contractor’s duties under this Condition;
10. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
11. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this Contract; and
12. have undergone adequate training in the use, care, protection and handling of Personal Data;
13. 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. the Council or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Council;
15. the Data Subject has enforceable rights and effective legal remedies;
16. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and
17. the Contractor complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data; and
18. at the written direction of the Council, securely destroy or return Personal Data (and any copies of it) to the Council on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.
	1. Subject to **Conditions 16.10** and **16.11**, the Contractor shall notify the Council immediately if it:
19. is in breach of the Protective Measures required to be put in place pursuant to **Condition 16.7(c)**;
20. receives a Data Subject Access Request (or purported Data Subject Access Request);
21. receives a request to rectify, block or erase any Personal Data;
22. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
23. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
24. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
25. becomes aware of a Data Loss Event, and without undue delay and in any event within 24 hours, the Contractor shall notify the Council, by:
26. contacting the Authorised Officer; and
27. calling the Council’s ICT Helpdesk on (020) 7974 4321; and
28. emailing the Council’s Data Protection Officer dpo@camden.gov.uk to inform them of the Data Loss Event, including in its notification to the Council:
	* 1. a description of the Data Loss Event including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned; and
		2. a description of the measures that the Contractor has taken or proposes to take to address the Data Loss Event, including, where appropriate, measures to mitigate its possible adverse effects
	1. Following the Contractor’s notification of a Data Loss Event under **Condition 16.7(g)**, the Contractor shall immediately assess the risks and consequences of the Data Loss Event and take measures, including:
* to mitigate the possible adverse effects of the Data Loss Event; and
* to protect the data and the interests/safety of the Data Subject and/or Data Controller, and inform the Council as to the measures that it has taken.
	1. The Contractor’s obligation to notify under **Condition 16.7** shall include the provision of further information to the Council in phases, as details become available.
	2. Taking into account the nature of the processing, the Contractor shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under **Condition 16.7** (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:
	3. the Council with full details and copies of the complaint, communication or request;
	4. such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
	5. the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
	6. assistance as requested by the Council following any Data Loss Event;
	7. assistance as requested by the Council with respect to any request from the Information Commissioner’s Office, or any consultation by the Council with the Information Commissioner's Office.
	8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this Condition. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
1. the Council determines that the processing is not occasional;
2. the Council determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
3. the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
	1. The Contractor shall provide the Council with such information as the Council may reasonably require to satisfy itself that the Contractor is complying with its obligations under the Data Protection Legislation, in relation to this Contract.
	2. The Contractor shall allow for audits of its data processing activity by the Council or the Council’s designated auditor, in accordance with the Contract’s Audit Condition to inspect and audit, the Contractor’s data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract and Data Protection Legislation.
	3. The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
	4. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
4. notify the Council in writing of the intended Sub-processor and processing;
5. obtain the written consent of the Council;
6. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Condition such that they apply to the Sub-processor; and
7. provide the Council with such information regarding the Sub-processor as the Council may reasonably require.
	1. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
	2. The Contractor shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Contractor or its Staff of this Condition, including but not limited to any fine imposed by the Information Commissioner’s Office upon the Council for a Data Loss Event caused by the Contractor, its Staff and any appointed Sub-processors.
	3. The Contractor may, at any time on not less than 30 Working Days’ notice, revise this Condition by replacing it with any applicable controller to processor standard Conditions or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by variation to this Contract, subject to the Council’s prior written agreement).
	4. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Council may on not less than 30 Working Days’ notice to the Contractor amend this Contract to ensure that it complies with any guidance.
	5. The provisions of this Condition shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

**Local Government Transparency Code 2014**

* 1. The Council shall publish Transparency Data in compliance with the mandatory requirements within the Local Government Transparency Code 2014.
	2. The Council may publish Transparency Data in accordance with the recommended requirements within the Local Government Transparency Code 2014.
1. **CONFIDENTIALITY**
	1. The Contractor shall not make any public statement or press release in connection with its provision of the Service without the prior written approval of the Council.
2. **DEFAULT**
	1. If, at any time after the Commencement Date, the Contractor fails to provide the Service or any part thereof in accordance with the Specification and with due diligence or in a proper and skilful manner, or to the Contract Standard and to the entire satisfaction of the Authorised Officer, the Authority may do one or more of the following
		1. Issue a default notice in respect of defective work by the Contractor, whether such defective work is in the form of any act, omission, default or neglect.

The default notice shall state;

(a) the location of the defective work;

(b) the nature of the defective work; and

(c) the payment period to which it applies.

* + 1. Where such a default notice is issued it should also state, where appropriate, the time in which the default should be remedied, and/or the number of default points incurred in relation to each act, omission, default or neglect complained of.
		2. deduct such amount from any sums payable to the Contractor as the Council shall reasonably determine, having regard to the rates set out in the Pricing Schedule, to be necessary to reflect recovery of sums paid or to become payable in respect of any part of the Service for which a default notice has been served and not complied with; or
		3. provide or employ and pay other persons to provide the Service or any part thereof in respect of which a default notice has been served and not complied with, deducting the costs incurred thereby together with the Council’s additional costs and a general administrative charge of 5% of the total of those costs as agreed liquidated damages from any sums due to the Contractor;
	1. If a Default Notice is served on the Contractor in respect of a Default which can be put right, upon receiving the Default Notice, the Contractor shall take the action specified in the Default Notice within the timescale set out at the Contractor’s own cost.
1. **TERMINATION OF THE CONTRACT**
	1. The Council shall be entitled upon the happening of any of the following events to terminate the Contract, without prejudice to any accrued rights or remedies under the Contract, forthwith by written notice having immediate effect:
		1. the Contractor offering or giving or agreeing to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Council, or if the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor);
		2. if the Contractor has entered into any contract with the Council in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge unless before the Contract is made particulars of such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Council;
		3. if the Contractor has committed in relation to any contract with the Council an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) Local Government Act 1972;
		4. if the Contractor has submitted a tender which is based on confidential information by virtue of the Contractor’s employment of former officers of the Council with access to relevant confidential information;
		5. the Contractor ceases to carry on business;
		6. if the Contractor consists of a body corporate, the Contractor having a receiver, manager, administrator or provisional liquidator appointed or having a proposal in respect of its company for a voluntary arrangement approved in accordance with the Insolvency Act 1986 or being the subject of a resolution or order for winding up or being the subject of similar procedures under the law of any other state provided that an amalgamation or reconstruction of a limited company shall not be deemed to be a breach of this Condition if the company resulting therefrom effectively agrees to be bound by or to assume the obligations imposed on the Contractor under the Contract and is capable of fulfilling those obligations;
		7. the Contractor having an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or having an administrative receiver appointed or being the subject of similar procedures under the law of any other state;
		8. the Authorised Officer certifying in writing to the Contract Manager that the Contractor has committed a substantial irremediable Default;
	2. Upon such termination in addition to such consequences as are set out in the other provisions of these Conditions of Contract:-
		1. the Contractor shall forthwith cease to perform the Service;
		2. the Contractor shall fully and promptly indemnify the Council in respect of the cost of providing the Service or having the Service provided or any part thereof as would have been provided by the Contractor during the remainder of the Contract Period to the extent that such cost exceeds such sums as would have been lawfully payable to the Contractor for providing the Service. The Council shall be at liberty to have the Service or any part thereof provided by any persons (whether or not servants of the Council) as the Council shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having the Service or part thereof provided;
		3. the Council shall cease to be under any obligation to make further payment to the Contractor and shall be entitled to retain any payment which may have fallen due to the Contractor, before termination, until the costs, loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;
		4. the Council shall be entitled to employ and pay other persons to provide and complete the provision of the Service or any part and to use all the Contractor’s physical resources or other things, and all such details, descriptive schedules or other documents for the purpose thereof;
		5. the Council shall be entitled in respect of any loss or damage to the Council resulting from or arising out of the termination of the Contract, to deduct the same from any sum or sums which would but for **Condition 19.2.3** have been due from the Council to the Contractor under the Contract or any other contract or be entitled to recover the same for the Contractor as a debt. Such loss or damage shall include the reasonable costs to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Service or any part thereof;
		6. when the total costs, loss and/or damage resulting or arising out of the termination of the Contract have been calculated and after taking into account any deduction made or to be made by the Council from any sum or sums which would but for **Condition 19.2.3** have been due to the Contractor, any balance shown as due to the Council shall be recoverable as a debt or alternatively, the Council, subject to the Recovery of Sums Due (**Condition 20.1**), shall pay the Contractor any balance due to the Contractor;
		7. the rights of the Council under this **Condition 19** are in addition to and without prejudice to any other rights or remedies the Council may have against the Contractor directly or pursuant to any guarantee or indemnity; and
		8. termination or expiration of the Contract shall be without prejudice to the rights and remedies of the Contractor and the Council accrued before such termination or expiration and nothing in the Contract shall prejudice the right of either such party to recover any amount outstanding at the termination or expiration.
2. **RECOVERY OF SUMS DUE TO THE COUNCIL**
	1. Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Council, the same may be deducted from any sum due to the Contractor under this Contract or any other contract between the Contractor and the Council.
3. **RETENTION OF DOCUMENTS, ACCESS AND INSPECTION**
	1. The Contractor shall retain all accounts, documents and records in connection with the Contract for at least three years after the expiry or termination of the Contract or for any longer period the parties may agree in writing and shall on request afford the Council access to such accounts, documents and records as may be requested by the Council in connection with the Contract.
4. **DISPUTE RESOLUTION**
	1. If any dispute or problem arises in relation to the Contract it shall first be discussed at a meeting of the parties. If no satisfactory resolution is reached at that meeting the dispute may be referred to the Courts to resolve.
5. **THIRD PARTY RIGHTS**
	1. This Contract does not create or intend to confer a benefit on, and shall not be enforceable by any person who is not a Party to this agreement.
6. **NOTICES**
	1. Any notice demand or other communication in connection with the Contract shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or electronic mail (confirmed by letter). Such letters shall be addressed to the other Party in the manner referred to in **Condition 24.2**. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters or item of electronic mail.
	2. For the purposes of **Condition 24.1**, the address of each Party shall be:

 (a) For the Council:

London Borough of Camden

Address: 5 Pancras Square

London, N1C 4AG

For the attention of: insert name

Tel: (020) 7974 XXXX

Email: insert email address

 (b) For the Contractor:

Insert contractor

Address:

London, XX12 3XX

For the attention of: insert name

Tel: (020) insert number

Email: insert email address

* 1. Either Party may change its address for service by serving a notice in accordance with this **Condition 24**.
1. **WHISTLE BLOWING POLICY**
	1. In this clause, “Whistle Blowing” or to “Whistle Blow” has the meaning set out in the Public Interest Disclosure Act 1996 and includes the exposure of unlawfulness, malpractice, negligence, abuses or dangers, such as professional misconduct or incompetence, which exists in the organisation in which the whistle blower works.
	2. Nothing in this Contract shall prevent any of the Contractor’s Personnel from Whistleblowing. Workers who Whistle Blow must be afforded the protection under the Public Interest Disclosure Act 1996.
	3. The Contractor shall:
		1. comply with all applicable laws, statutes, regulations, and codes relating to Whistle Blowing, including but not limited to the relevant provisions under the Public Interest Disclosure Act 1998 (“Whistle Blowing Legislation”) and insert the same provision in any sub-contract relating to provision of the Service under the Contract;
		2. have and maintain throughout the term of this Contract, policies and procedures to ensure compliance with the Whistle Blowing Legislation, and will enforce them where appropriate; and
		3. ensure all Personnel are given access to the Contractor’s policies on Whistle Blowing.
	4. Where the Contractor has previously breached Whistle Blowing Legislation prior to entering into the Contract, the Contractor shall provide evidence to the Council that suitable processes have been put in place to ensure future compliance.
	5. Upon breach of this **Condition 25**, the Council shall be entitled to terminate the Contract or any part of it with immediate effect and to recover from the Contractor the amount of any loss resulting from such termination, including but not limited to, the costs of appointing a third party to complete the Contract’s requirements on the Contractor’s behalf.
2. **BLACKLISTING**
	1. The Council supports equality within the workplace and is committed to tackling all forms of malpractice including the illegal practice of blacklisting.
	2. The Contractor shall:
3. comply with all applicable laws, statutes, regulations, and codes relating to illegal blacklisting practices, including but not limited to the relevant provisions under the Employment Relations Act 1999 Blacklisting Regulations 2010 and the Data Protection Act 1998 (“Blacklisting Legislation”), and shall insert the same provision in any sub-contract relating to provision of the Service under the Contract;
4. not engage in any activity, practice or conduct which would constitute an offence under Blacklisting Legislation if such activity, practice or conduct is carried out in the UK;
5. have and maintain throughout the term of this Contract its own policies and procedures to ensure compliance with the Blacklisting Legislation, and will enforce them where appropriate;
6. take appropriate steps to ensure that neither the Contractor, sub-contractors nor any Personnel engage in any illegal blacklisting practices.
	1. Where the Contractor has previously breached Blacklisting Legislation prior to entering into the Contract, the Contractor shall provide evidence to the Council that suitable processes have been put in place to ensure that the practice of Blacklisting does not reoccur.
	2. Upon breach of this **Condition 26**, the Council shall be immediately entitled to terminate the Contract or any part of it and to recover from the Contractor the amount of any loss resulting from such termination, including but not limited to, the costs of appointing a third party to complete the Contractor’s requirements on the Contractor’s behalf.
7. **COMPLIANCE WITH HUMAN TRAFFICKING LEGISLATION**
	1. In performing its obligations under the Contract, the Contractor shall:
		1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 (“Human Trafficking Legislation”); and
		2. where required by Human Trafficking Legislation, have and maintain throughout the term of this Contract its own policies and procedures to ensure its compliance; and
		3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
		4. include in its contracts with its sub-contractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this **Condition 27**.
	2. The Contractor represents and warrants that at the date of this Contract that neither the Contractor nor any of its officers, employees or other persons associated with it:
		1. has been convicted of any offence involving slavery and human trafficking; and
		2. having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
	3. If the Council agrees that the Contractor may subcontract its obligations, the Contractor shall implement an appropriate system of due diligence, for its sub-contractors that is designed to ensure their compliance with this **Condition 27**.
	4. The Contractor shall notify the Council as soon as it becomes aware of:
		1. any breach, or potential breach, of Human Trafficking Legislation; and/or
		2. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
	5. The Contractor shall permit the Council and its third party representatives, on reasonable notice during normal business hours, to have access to and take copies of the Contractor’s records and any other information and to meet with the Contractor’s personnel to audit the Contractor’s compliance with its obligations in this **Condition 27**.
	6. The Contractor shall indemnify the Council against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Council as a result of any breach of this **Condition 27**.
	7. The Contractor represents warrants and undertakes that it conducts its business in a manner that is consistent with Human Trafficking Legislation.
	8. The Council may terminate the Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a breach of this **Condition 27**.
8. **LAW AND JURISDICTION**
	1. The Parties accept the exclusive jurisdiction of the English Courts and agree that the Contract, and all non-contractual obligations and other matters arising from or connected with the Contract, are to be governed and construed according to English Law.

**IN WITNESS WHEREOF** this Agreement was signed for and on behalf of the parties the day and year first before written

**SIGNED BY** )

**And duly authorised**  )

**On behalf of the** **Council** )

……………………………………………………..

*Director*

**SIGNED BY** )

**And duly authorised**  )

**On behalf of XXXXXX**  )

……………………………………………………..

*Director*

……………………………………………………..

*Company Secretary/Director*

**SCHEDULE 1**

**Insert specification**

**SCHEDULE 2**

**Schedule of Processing, Personal Data and Data Subjects**

1. This Schedule lists the only processing that the Contractor is authorised to do by the Council.
2. The Contractor shall comply with any further written instructions with respect to processing by the Council.
3. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| Description | Details |
| Data Protection Officer contact details |  |
| Subject matter of the processing |  |
| Duration of the processing |  |
| Nature and purposes of the processing |  |
| Categories of Data Subject |  |
| 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 |  |

**SCHEDULE 3**

**Pricing Schedule**