

MAYOR'S OFFICE FOR POLICE AND CRIME – CONDITIONS OF CONTRACT

- (1) **THE MAYOR'S OFFICE FOR POLICING AND CRIME** of City Hall, The Queen's Walk, London, SE1 2AA ("**MOPAC**"); and
- (2) (Company/Charity registration no:whose registered office is at,, ("**the Recipient**").
- (3) Contacts:

MOPAC		Supplier:	
Name		Name	
Title		Title	
Email		Email	
Tel/Mob		Tel/Mob	
GDPR Role		GDPR Role:	

Start Date of Provision:

End Date of Provision:

Cost of Provision:

1. Definitions – In these conditions: -

- (i) "Contractor" means the Supplier listed in Contacts above.
- (ii) "Contract" means the terms of this document and the documents forming the Contractor's quotation or tender and the MOPAC's acceptance of them, but excludes any standard conditions of the Contractor.
- (iii) "MOPAC" means the Mayor's Office for Police and Crime.
- (iv) "Goods" means anything supplied or to be supplied to the MOPAC under the Contract.
- (v) "Services" means any services provided or to be provided to the MOPAC under the Contract.

2. Law and Public Policy

The Contract shall be governed by and interpreted in accordance with English Law and each party agrees to submit to the jurisdiction of the English courts. While the parties shall use their best endeavours to avoid any illegality, the invalidity or unenforceability of any part of the Contract shall not affect the other provisions of the Contract.

3. Variations and Waiver

This document shall prevail over any other document forming part of the Contract if there is any ambiguity or contradiction. A failure by either party to exercise their rights under this Contract shall not be a waiver of those rights.

The Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as MOPAC may dictate and shall not be binding upon the Parties unless signed by an authorised representative of each party.

4. Price, Invoices and Payment

A priced invoice showing VAT separately and bearing the MOPAC Purchase Order number, which shall be issued to the Contractor by MOPAC, shall be forwarded to the following email:

SSCL.MPS.ap@police.sscl.com,

copying in the lead MOPAC commissioner email;
firstname.surname@mopac.london.gov.uk,

failure to comply with this requirement may result in delays to payments made to you.

Payment will be made within 30 days on receipt of an invoice; subject to satisfactory progress and satisfactory completion of Services delivered, except where the invoice is in dispute.

Schedule 2 set outs a breakdown of the costs and payments due under this Contract.

5. Corrupt Gifts and Payments of Commission

The Contractor shall be compliant with MOPAC's Anti bribery and corruption policy at all times and not receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person, any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to the subject matter of this Contract.

6. Performance

The Contractor shall supply the Goods or provide the Services in accordance with the requirements of the Contract and shall comply with all relevant law. Performance and Financial information may be required to be submitted through the GLA OPS system. Commissioner will update and advise when this is implemented

7. Confidentiality

"Confidential Information" means the terms of this Agreement and any and all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to MOPAC (whether commercial, financial or otherwise) including information which relates to the business affairs, suppliers, know-how or personnel of MOPAC;

The Contractor, its employees, agents, servants and/or sub-contractors shall not disclose to any third party either during the duration of this Contract or for a period of 6 years thereafter, unless express permission has been given by MOPAC, any information relating to the Services, this Contract and its performance of the Services.

The Contractor shall keep secure all material containing any information in relation to the Contract and its performance.

The Contractor shall not make use of the Contract or any material or information provided by or on behalf of MOPAC otherwise than for the purpose of the Contract. However, neither party will be in breach of any obligation to keep any material or information relating to the Services, this Contract and its performance of the Services or other material or information confidential or not to disclose it to any other party to the extent that it:

- (a) is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;

- (b) is or becomes publicly known without any breach of this Contract or any other undertaking to keep it confidential;
- (c) has been obtained by the disclosing party from a third party in circumstances where the disclosing party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;
- (d) has been independently developed by the disclosing party;
- (e) is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exceptions to that Act apply to the information disclosed) or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or
- (f) is approved for release in writing by the other party's authorised representative.

If the Contractor receives a request under the Freedom of Information Act 2000 (FOIA) to disclose any material or information that is provided by MOPAC in relation to this Contract, it will notify and consult with MOPAC. MOPAC will respond to the Contractor within 10 days after receiving the notice if that notice requests MOPAC to provide information to assist the Contractor to determine whether or not an exemption to the FOIA applies to the information requested under that Act.

8. Intellectual Property Rights

Subject to any prior rights of the Contractor, and to the rights of third parties, all intellectual property rights, including copyright, resulting from this Contract shall vest in and be the absolute property of MOPAC.

9. Termination

If the Contractor fails to fulfil its obligations under the Contract, or becomes insolvent, MOPAC may terminate the Contract forthwith and recover any costs from the Contractor in accordance with clause 13.

The MOPAC shall, in addition to its powers under these conditions, have the power to terminate the Contract at any time by giving the Contractor 1 month's written notice. MOPAC reserves the right to direct the Contractor to cease all work connected with the Contract during the period of notice.

Where MOPAC has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by it prior to the date of termination, excluding loss of profit. For the avoidance of doubt the Contractor's claim under this condition may not exceed the total cost of the Contract had it not been terminated, less any sums already paid.

10. Sub-contracting and assignment

The Contractor shall not sub-contract or transfer, assign, charge, or otherwise dispose of its right and/or obligations under the Contract or any part thereof without the prior written consent of MOPAC. Where the Contractor enters into a contract with a supplier or sub-contractor for the purpose of performing the Contract or any part of it, it shall ensure that the sub-contract requires payment within a maximum period of 30 days from receipt of a valid invoice as defined by the Contract.

11. Loss or Damage

The Contractor shall, without delay and at its own expense, reinstate, replace or make good to the satisfaction of MOPAC, or if MOPAC agrees, compensate MOPAC for any loss or damage caused to MOPAC and connected with the execution of the Contract or any breach of the Contract, except to the extent that such loss or damage is caused by the neglect or default of MOPAC. "Loss or damage" includes: loss or damage to property; personal injury to or the sickness or death of any person; loss of profits or loss of use suffered as a result of any loss or damage.

12. Insurance

The Contractor shall maintain appropriate insurance cover for all its liabilities arising under the Contract and shall provide MOPAC with evidence of such cover on request.

13. Recovery of Sums from Contractor

Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to MOPAC, the same may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with MOPAC.

14. Notices

Notices may be served by personal delivery to the other party or by sending them by facsimile or by ordinary prepaid post to the party's registered office when they shall be deemed to be served 2 working days after posting.

15. Environmental Requirements

The Contractor shall supply the Goods or provide the Services in accordance with the overall framework of GLA's responsible procurement policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, Volatile Organic Compounds and other substances damaging to health and the environment.

All written work in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post-consumer waste and used on both sides where appropriate.

16. Equal Opportunities

The Contractor shall comply with all anti-discrimination legislation and shall not discriminate in its employment practices or service delivery on the grounds of gender, race, age, disability, religion or sexual orientation.

17. Safeguarding.

The Contractor must have in place, where applicable to the service provision, (and maintain throughout the continuance of the Contract) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of MOPAC's related policies.

This includes, but is not limited to, the Contractor ensuring that its staff and sub-contractors comply and assist MOPAC to comply with the Prevent Duty within the Counter-Terrorism and Security Act 2015 which sets out a duty for specified authorities (and their contractors) to have due regard to the need to prevent people from being drawn into terrorism.

The Contractor must have in place, where applicable to service provision, arrangements for safeguarding vulnerable persons and ensure they are aware of the appropriate actions to undertake if they observe or suspect a child or vulnerable adult is at risk of abuse or incident(s) of abuse is reported.

The Contractor must ensure all staff members and volunteers receive appropriate safeguarding training and that this training is up-to-date.

18. Third Party Rights

The Contractor shall at its own expense obtain all necessary consents and licences in respect of third party rights and shall indemnify MOPAC against all claims as a result of breach of this clause.

19. Audit, Inspection and Information

The Contractor shall provide access to MOPAC or its auditors to its premises, staff, data and equipment used in connection with the Contract, including providing copies of documents or data if required, free of charge.

20. Security and Insurance

The Contractor shall ensure that any of its staff who have access to or are employed on MOPAC's premises, comply with MOPAC's safety and security procedures and instructions.

21. Supply of Goods – Contractor's duties

Not used.

22. Data Protection Legislation (DPL)

The Contractor must adhere to and be compliant at all times with the Data Protection Act ("DPA") 2018 and General Data Protection Regulation ("GDPR"). Furthermore, MOPAC and the Contractor will define the role each body has in respect to this provision. These are not limited to, "Commissioner", "Data Controller" and "Data Processor" individually, and together the Parties for the processing of any Personal Data that may be collected as part of this service provision. Definitions and roles each body will perform are in Schedule 3.

DPL means:

- (a) Regulation (EU) 2016/679 (the General Data Protection Regulation) on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
- (b) Directive (EU) 2016/680; (the Law Enforcement Directive)
- (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003.

23. Supply of Services – Contractor's duties

The Contractor shall perform the Services specified with all reasonable skill and care.

24. Whistle Blowing

The Contractor must comply with and have in place a Whistle Blowing policy, which under the Employment Rights Act 1996, workers who suspect wrongdoing in the workplace and disclose their concerns (i.e. a "Whistle Blower") are protected from dismissal and from being subjected to detrimental treatment or victimisation, provided certain criteria are met. These provisions derive from the Public Interest Disclosure Act 1998, which introduced additional sections into the Employment Rights Act 1996. The Contractor can request to see a copy of MOPAC's policy for reference.

25. Duty to report concerns.

The Contractor has a duty to report issues and concerns raised with them, under this contract, to the MOPAC lead commissioner. In this instance it is the named officer defined under **Contacts**.

26. London Living Wage.

For the purposes of this clause, unless the context indicates otherwise, the expression "London Living Wage" means a basic hourly wage as updated from time to time by the GLA Economics Unit or any relevant replacement organisation and as notified to the Contractor.

The Contractor acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the GLA Group ensure that the London Living Wage is paid to

anyone engaged by any member of the GLA Group who is required to discharge contractual obligations in Greater London or on the GLA Group estate, including MOPAC.

Without prejudice to any other provision of this Contract, the Contractor shall:

- a) ensure that none of its employees, including sub-contractors, engaged in the provision of the Services (in Greater London or on MOPAC and, or the GLA Group's estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- b) ensure that none of its employees, including sub-contractors, engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;
- c) provide to MOPAC such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;
- d) disseminate on behalf of MOPAC to its employees engaged in the provision of the Services such perception questionnaires as MOPAC may reasonably require from time to time and promptly collate and return to MOPAC responses to such questionnaires; and
- e) co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

For the avoidance of doubt the Contractor shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.

The Contractor reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Contractor's staff and the staff of its sub-contractors.

Any breach by the Contractor of the provisions of this clause 26 shall be treated as a material breach capable of remedy in accordance with clause 11.

27. Taxes and National Insurance

The Contractor shall register for Value Added Tax (VAT) if and when required by law.

The Contractor shall pay all tax (including without limitation VAT) and national insurance contributions due from the Contractor whether in the United Kingdom or elsewhere in relation to the payments to be made to it by MOPAC under this Contract and agrees to indemnify MOPAC in respect of all and any tax and national insurance contributions which may be found due from MOPAC on any payments made to the Contractor under this Contract together with any interest, penalties or gross-up thereon.

28. Entire Agreement

It is agreed by the parties that this Contract forms the entire agreement between them. Any purported variation to the terms and conditions of this Contract in any Contractor invoice, delivery note or other written notification from the Contractor shall be of no effect. No change or any modification to this Contract will be valid unless expressly stated in writing as amending this Contract and signed by an authorised representative of each party.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by)
for and on behalf of)
MAYOR'S OFFICE FOR POLICE)
AND CRIME (MOPAC))

Name:

Designate:

Signature

Date:

Signed by)
for and on behalf of)
Supplier name

Name:

Designate:

Signature:

Date:

Schedule 1 - Service Specification

Insert Service Specification

Schedule 2 - Pricing

Insert pricing schedule and Invoice submission/payments intervals