

**MAYOR’S OFFICE FOR POLICING AND CRIME –
CONDITIONS OF CONTRACT
MOPAC XXX**

(1) **THE MAYOR'S OFFICE FOR POLICING AND CRIME** of 169 Union Street, London, SE1 0LL (“MOPAC”); and

(2) (Company/Charity registration no:, whose registered office is at,, (“the **Provider**”).

(3) **Contract Title:** xxxxxxxx.

(4) Contacts:

GDPR clauses in schedule 3 refer to Controller to Processor

MOPAC		Provider:	
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: **Up to a maximum of GBP xxxx (£xxx.xx), excluding any Value Added Tax (VAT)**

1. Definitions – In these conditions: -

- (i) “Supplier” means the Provider listed in Contacts above.
- (ii) “Contract” means the terms of this document and the documents forming the Provider’s quotation or tender and the MOPAC’s acceptance of them but excludes any standard conditions of the Provider.
- (iii) “MOPAC” means the Mayor’s Office for Policing 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

- 2.1. 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

- 3.1. 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.
- 3.2. 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

- 4.1. A priced invoice showing VAT separately and bearing the MOPAC Purchase Order number, which shall be issued to the Provider by MOPAC, shall be forwarded to the following email:
SSCL.MPS.ap@police.sscl.com,
copying in the lead MOPAC commissioner email;
firstname.lastname@mopac.london.gov.uk,
- 4.2. failure to comply with this requirement may result in delays to payments made to you.
- 4.3. 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.
- 4.4. Schedule 2 set outs a breakdown of the pricing and payments of schedule due under this Contract.

5. Corrupt Gifts and Payments of Commission

- 5.1. The Provider 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

- 6.1. The Provider shall supply the Goods or provide the Services in accordance with the requirements of the Contract and shall comply with all relevant law.

- 6.2. The Provider may be required to submit Performance and Financial information through an online Grant & Contract Management System. The lead MOPAC commissioner will provide the required guidance and advice should such requirement arise during the term of this Contract.

7. Confidentiality

- 7.1. "Confidential Information" means the terms of this Contract 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, Providers, know-how or personnel of MOPAC;
- 7.2. The Provider, 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.
- 7.3. The Provider shall keep secure all material containing any information in relation to the Contract and its performance.
- 7.4. The Provider 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:
 - 7.4.1. 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;
 - 7.4.2. is or becomes publicly known without any breach of this Contract or any other undertaking to keep it confidential;
 - 7.4.3. 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;
 - 7.4.4. has been independently developed by the disclosing party;
 - 7.4.5. 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
 - 7.4.6. is approved for release in writing by the other party's authorised representative.
- 7.5. If the Provider 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 Provider within 10 days after receiving the notice if that notice requests MOPAC to provide information to assist the Provider to determine whether or not an exemption to the FOIA applies to the information requested under that Act.

8. Intellectual Property Rights 8.1 Subject to any prior rights of the Provider, 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

- 9.1. If the Provider fails to fulfil its obligations under the Contract, or becomes insolvent, MOPAC may terminate the Contract forthwith and recover any costs from the Provider in accordance with clause 13.
- 9.2. If the Provider engages or permits any act which may be derogatory to MOPAC, its product or services, its brands or trademarks, or is likely in any way to damage or impair the high standing or reputation of MOPAC, MOPAC may terminate the Contract forthwith and recover any costs from the Provider in accordance with clause 13.
- 9.3. The MOPAC shall, in addition to its powers under these conditions, have the power to terminate the Contract at any time by giving the Provider 1 month's written notice. MOPAC reserves the right to direct the Provider to cease all work connected with the Contract during the period of notice. Where MOPAC has invoked either of these rights, the Provider 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 Provider'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

- 10.1. The Provider 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 Provider enters into a contract with a Provider 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

- 11.1. The Provider 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

- 12.1. The Provider 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 Provider

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

14. Notices

- 14.1. 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

- 15.1. The Provider 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.
- 15.2. 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

- 16.1. The Provider 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

- 17.1. The Provider 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.
- 17.2. This includes, but is not limited to, the Provider 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.
- 17.3. The Provider 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.
- 17.4. The Provider must ensure all staff members and volunteers receive appropriate safeguarding training and that this training is up-to-date.

18. Third Party Rights

- 18.1. The Provider 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 (clause 18).

19. Audit, Inspection and Information

- 19.1. The Provider 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

- 20.1. The Provider 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. Data Protection Legislation (DPL)

- 21.1. DPL means:

- a) UK GDPR;
- b) The Data Protection Act 2018;
- c) any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either Party and/or to the processing activity undertaken under the arrangement;
- d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation and;
- e) any laws which implement any such laws and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

- 21.2. The Provider shall comply with all of its obligations under Data Protection Legislation and, where Processing Personal Data, shall only carry out such Processing for the purposes of providing the Services and in accordance with the Data Protection Legislation and the provisions set out in Schedule 3 of this Contract.

- 21.3. For the avoidance of doubt, any breach of Clause 21.2 shall be deemed a material breach of the Contract for the purposes of Clause 9.

22. Supply of Services – Provider's Duties

- 22.1. The Provider shall perform the Services specified with all reasonable skill and care.

23. Whistle Blowing

- 23.1. The Provider 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 Provider can request to see a copy of MOPAC's policy for reference.

24. Duty to Report Concerns

- 24.1. The Provider 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**.

25. London Living Wage

- 25.1. 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 Provider.
- 25.2. The Provider 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.
- 25.3. Without prejudice to any other provision of this Contract, the Provider shall:
- 25.3.1. 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;
 - 25.3.2. 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;
 - 25.3.3. provide to MOPAC such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;
 - 25.3.4. 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
 - 25.3.5. co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- 25.4. For the avoidance of doubt the Provider shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.
- 25.5. MOPAC reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Provider's staff and the staff of its sub-contractors.
- 25.6. Any breach by the Provider of the provisions of this clause 26 shall be treated as a material breach capable of remedy in accordance with clause 11.

26. Taxes and National Insurance

- 26.1. The Provider shall register for Value Added Tax (VAT) if and when required by law.
- 26.2. The Provider shall pay all tax (including without limitation VAT) and national insurance contributions due from the Provider 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 Provider under this Contract together with any interest, penalties or gross-up thereon.

27. Entire Agreement

- 27.1 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 Provider invoice, delivery note or other written notification from the Provider 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.
- 27.2 This Contract may be entered by any number of counterparts and by each party on separate counterparts and by each signatory on separate copies as if a separate counterpart. Each counterpart is an original, but all counterparts shall together constitute one single Contract between the parties.
- 27.3 Transmission of an executed counterpart of this contract (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If either method of delivery is adopted, without prejudice to the validity of the contract thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

This Contract may be executed by the electronic application of their authorised signatories' signatures and provision of electronic copies of the same.

Signed by)
 for and on behalf of)
**Mayor's Office for Policing
 and Crime (MOPAC)**)

Authorised Official Name:
Designation:

Signature:

Date:

Signed by)
 for and on behalf of)
 the **Insert Provider details here**)

Authorised Official Name:
Designation:

Signature:

Date:

Witness Signature

Date:

Schedule 1 - Service Specification

Insert Service Specification

Schedule 2 – Pricing, Payments and Monitoring

Total Cost breakdown:

1. Fees and Payments:

1.1 MOPAC shall pay the Fees to the Service Provider in accordance with the provisions of Clauses **Error! Reference source not found.** and this Schedule 2.

1.2 Subject to the provisions of this Contract, the Fees are fixed and unless otherwise agreed in accordance with Clause 3 any additional or unforeseen costs incurred by the Provider in delivering the Services shall be borne solely by the Provider.

1.3 Types of Payment:

1.3.1 Start Fee:

1.3.1.1 The Provider is entitled to a Start Fee payment which is calculated at a value of xx% of the total value of the Contract, amounting to GBP xxxxx.xx

1.3.1.2 MOPAC shall pay the Start Fee to the Provider in one instalment, as per Annex 1 (Payment Profile) to this Schedule;

1.3.1.3 the Provider shall be entitled to submit an invoice for the Start Fee following the complete execution of the Contract, factoring in the Contract Commencement Date and upon receipt of an agreed Mobilisation Plan.

1.3.2 Service Fee:

1.3.2.1 MOPAC shall pay Service Fee payments to the Provider in equal quarterly/monthly/bi-monthly instalments, in arrears.

1.3.2.2 The Service Fee payments shall be worth xx% of the total value of the Contract, amounting to GBP xxxxx.xx.

1.4 The Provider shall be required to submit a quarterly monitoring return in line with the timescales set out in Annex 1 to this Schedule, to demonstrate compliance with, and performance against, the Performance Indicators, prior to submitting an invoice for payment in line with the provisions of Clause 6 and this Schedule 2.

Annex 1 – Payment Profile

Payment and Monitoring Table

Activity	Deadline – 5pm
Submit Mobilisation Plan	
Submit Year 1 - upfront payment invoice	
Submit Year 1, Quarter 1 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 1 Quarter 2 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 1 Quarter 3 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 1 Quarter 4 – Quarterly Spend Form, Quarterly Monitoring Return and invoice	
Submit Year 1 Quarter 4 – Quarterly Spend Form for close of Financial Year	
Continue adding rows for Year 2 onwards...	

Schedule 3
Data Protection Schedule

Definitions

In this Schedule:

Applicable Law means any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the services are provided to or in respect of the common law and laws of equity as applicable to the parties from time to time, any binding court order, judgment or decree, any applicable industry code, policy or standard or any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

Communication means a complaint, inquiry or request (other than a Data Subject Request) relating to either party's obligations under Data Protection Laws relevant to this Contract and/or the Processing of any of the Protected Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Data Protection Supervisory Authority relating to any of the foregoing;

Controller has the meaning given to that term in Data Protection Laws;

Data Protection Legislation means:

- (a) the Data Protection Act 2018;
- (b) UK GDPR
- (c) any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either Party and/or to the processing activity undertaken under the Contract;
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation and;
- (e) any laws which implement any such laws and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Data Protection Losses means all liabilities and other amounts, including all costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage), loss or damage to reputation, brand or goodwill, and to the extent permitted by Applicable Law; administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Data Protection Supervisory Authority, compensation paid to a Data Subject (including compensation to protect goodwill and ex gratia payments) and costs of compliance with investigations by a Data Protection Supervisory Authority and the costs of reconstituting Protected Data to the extent the same are lost, damaged or destroyed, and any loss or corruption of Protected Data (including the costs of rectification or restoration of Protected Data);

Data Protection Supervisory Authority means any regulator, authority or body responsible for administering Data Protection Laws;

Data Subject has the meaning given to that term in Data Protection Laws;

Data Subject Request	means a request made by a Data Subject to exercise any right(s) of Data Subjects under the GDPR or under any similar Data Protection Laws in relation to any of the Protected Data or concerning the Processing of such data;
Personal Data	has the meaning given to that term in Data Protection Laws;
Personal Data Breach	means any actual or potential breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;
Processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including Process, Processed and Processes shall be construed accordingly);
Processing Instructions	has the meaning given to that term in paragraph 2.1.1;
Processor	has the meaning given to that term in Data Protection Laws; and
Protected Data	means Personal Data received from or on behalf of MOPAC, or otherwise obtained in connection with the performance of the Provider's obligations under this Contract.
UK GDPR	means Regulation (EU) 2016/679 (General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).

Unless the context otherwise requires, references to this Schedule include its Appendices.

1 Processor and Controller

- 1.1 The parties agree that, for the Protected Data, MOPAC shall be the Controller and the Provider shall be the Processor.

- 1.2 The Provider shall comply with all Data Protection Laws in connection with the processing of Protected Data, the services and the exercise and performance of its respective rights and obligations under this Contract and shall not by any act or omission cause MOPAC (or any other person) to be in breach of any Data Protection Laws.
- 1.3 MOPAC shall comply with all Data Protection Laws in respect of the performance of its obligations under this Contract.

2 Instructions and Details of Processing

- 2.1 Insofar as the Provider processes Protected Data on behalf of MOPAC, the Provider:
 - 2.1.1 unless required to do otherwise by Applicable Law, shall (and shall ensure each person acting under its authority shall) process the Protected Data only on and in accordance with MOPAC's documented instructions as set out in this paragraph 2 and **Appendix 1** to this Schedule and as updated from time to time by the written agreement of the parties (**Processing Instructions**); and
 - 2.1.2 if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify MOPAC of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest).
- 2.2 The Provider shall immediately inform MOPAC in writing if a Processing Instruction infringes the Data Protection Laws or any other Applicable Laws relating to data protection and explain the reasons for its opinion that the Processing Instruction is infringing, provided that this shall be without prejudice to paragraph 1.2.
- 2.3 The processing to be carried out by the Provider under this Contract shall comprise the processing set out in **Appendix 1** to this Schedule, and such other processing as agreed by the parties in writing from time to time.

3 Technical and Organisational Measures

- 3.1 The Provider shall implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to the processing of Protected Data by the Provider as set out in **Appendix 2** to this Schedule:
 - 3.1.1 such that the processing will meet the requirements of Data Protection Laws and ensure the protection of the rights of Data Subjects;
 - 3.1.2 so as to ensure a level of security in respect of Protected Data processed by it that is appropriate to the risks that are presented by the processing, in particular from

accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed; and

3.1.3 without prejudice to paragraph 6.1, insofar as is possible, to assist MOPAC in the fulfilment of MOPAC's obligations to respond to Data Subject Requests relating to Protected Data.

3.2 The Provider will immediately notify MOPAC if it becomes aware of any advance in technology and methods of working, which indicate that the parties should adjust their security measures.

3.3 Without prejudice to paragraph 3.1, the Provider shall, in respect of the Protected Data processed by it under this Contract comply with the requirements regarding security of processing set out in Data Protection Laws (as applicable to Processors), all relevant MOPAC policies and in this Contract.

4 Provider Personnel

4.1 The Provider shall ensure that access to Protected Data is limited to:

4.1.1 those individuals who require access to the Protected Data to meet the Provider's obligations under the Contract; and

4.1.2 the part or parts of the Protected Data that those individuals strictly require for the performance of their duties.

4.2 The Provider will ensure that all individuals:

4.2.1 are informed of the Protected Data's confidential nature and use restrictions;

4.2.2 have undertaken training on Data Protection Laws relating to handling Personal Data and how it applies to their particular duties; and

4.2.3 are aware both of the Provider's duties and their personal duties and obligations under the Data Protection Laws and this Contract.

4.3 The Provider shall ensure that all individuals who process Protected Data are subject to a binding written contractual obligation with the Provider to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case the Provider shall, where practicable and not prohibited by Applicable Law, notify MOPAC of any such requirement before such disclosure).

4.4 The Provider will take reasonable steps to ensure the reliability, integrity and trustworthiness of and conduct background checks consistent with applicable law on all of the Provider's employees (and contractors) with access to the Protected Data.

5 Subcontractors

- 5.1 The Provider shall not engage another Processor (or any replacement) for carrying out any processing activities in respect of the Protected Data without MOPAC's specific prior written authorisation.
- 5.2 The Provider may only authorise a third party (subcontractor) to process the Protected Data if:
 - 5.2.1 MOPAC provides prior written consent;
 - 5.2.2 the Provider enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Contract and, upon MOPAC's written request, provides MOPAC with copies of such contracts;
 - 5.2.3 the Provider maintains control over all Protected Data it entrusts to the subcontractor; and
 - 5.2.4 the subcontractor's contract terminates automatically on termination of this Contract for any reason.
- 5.3 The Provider must list all approved subcontractors in **Appendix 1** to this Schedule and include any subcontractor's name and location and contact information for the person responsible for privacy and data protection compliance.
- 5.4 Where the subcontractor fails to fulfil its obligations under such written agreement, the Provider remains fully liable to MOPAC for the subcontractor's performance of its obligations.
- 5.5 MOPAC's written request, the Provider will audit a subcontractor's compliance with its obligations regarding MOPAC's Protected Data and provide MOPAC with the audit results.

6 Assistance with MOPAC's Compliance and Data Subject Rights

- 6.1 The Provider shall (at no cost to MOPAC):
 - 6.1.1 immediately record and then refer all Data Subject Requests it receives to MOPAC within **two (2)** Business Days of receipt of the request;
 - 6.1.2 provide such information and cooperation and take such action as MOPAC requests in relation to each Data Subject Request, within the timescales required by MOPAC; and
 - 6.1.3 not respond to any Data Subject Request without MOPAC's prior written approval.
- 6.2 Without prejudice to paragraph 2.1, the Provider shall, at its cost and expense, provide such information, co-operation and other assistance to MOPAC as MOPAC requires (taking into account the nature of processing and the information available to the Provider) to ensure compliance with MOPAC's obligations under Data Protection Laws, including with respect to:
 - 6.2.1 security of processing;

- 6.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);
- 6.2.3 prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and
- 6.2.4 any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or Communication, including (subject in each case to MOPAC's prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any affected Data Subjects.

7 International Data Transfers

- 7.1 The Provider must not receive, access, transfer or store Protected Data outside the United Kingdom without MOPAC's prior written consent. [Guidance note: Please speak to your DPO if the Provider considers it is necessary to send data outside of the UK.]

8 Records, Information and Audit

- 8.1 The Provider shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of MOPAC, containing such information as MOPAC may reasonably require.
- 8.2 The Provider shall make available to MOPAC on request in a timely manner (and in any event within **three (3)** Business Days) such information as MOPAC reasonably requires to demonstrate the Provider's and MOPAC's compliance with their respective obligations under Data Protection Laws and this Contract.
- 8.3 The Provider shall at no cost to MOPAC:
 - 8.3.1 allow for and contribute to audits, including inspections, conducted by MOPAC or another auditor mandated by MOPAC for the purpose of demonstrating compliance by the Provider and MOPAC with their respective obligations under Data Protection Laws and under paragraphs 1 to 11 (inclusive) and any associated appendices; and
 - 8.3.2 provide (and procure) reasonable access for MOPAC or such other auditor (where practicable, during normal business hours) provided that MOPAC gives the Provider reasonable prior notice of such audit and/or inspection to:
 - (a) the facilities, equipment, premises and sites on which Protected Data are held, and to any other equipment or facilities used in the provision of the services (in each case whether or not owned or controlled by the Provider); and
 - (b) to any individuals who are processing the Protected Data.

- 8.4 If any audit or inspection reveals a material non-compliance by the Provider with its obligations under Data Protection Laws or a breach by the Provider of any of paragraphs 1 to 11 (inclusive), the Provider shall pay the reasonable costs of MOPAC or its mandated auditors, of the audit or inspection.
- 8.5 The Provider shall promptly resolve, at its own cost and expense, all data protection and security issues discovered by MOPAC and reported to the Provider that reveal a breach or potential breach by the Provider of its obligations under any of paragraphs 1 to 11 (inclusive).
- 8.6 If the Provider is in breach of its obligations under any of paragraphs 1 to 11 (inclusive), MOPAC may suspend the transfer of Protected Data to the Provider until the breach is remedied.
- 8.7 MOPAC shall be entitled to share any notification, details, records or information provided by or on behalf of the Provider under any of paragraphs 1 to 11 (inclusive) with MOPAC's group companies, its professional advisors and/or the Data Protection Supervisory Authority.

9 Breach Notification and Communications

- 9.1 The Provider will notify MOPAC within **twenty-four (24)** hours in accordance with the requirements of **Appendix 3** to this Schedule if it becomes aware of:
- 9.1.1 any potential or actual unauthorised or unlawful processing of the Protected Data; or
 - 9.1.2 any Personal Data Breach.
- 9.2 Immediately following any unauthorised or unlawful Protected Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. The Provider will reasonably co-operate with MOPAC in MOPAC's handling of the matter, including:
- 9.2.1 assisting with any investigation;
 - 9.2.2 providing MOPAC with physical access to any facilities and operations affected;
 - 9.2.3 facilitating interviews with the Provider's employees (and contractors), former employees (and contractors) and others involved in the matter; and
 - 9.2.4 making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Laws or as otherwise reasonably required by MOPAC.
- 9.3 The Provider will not inform any third party of any Personal Data Breach without first obtaining MOPAC's prior written consent, except when law or regulation requires it, in which case the Provider shall notify MOPAC of this fact.
- 9.4 The Provider agrees that MOPAC has the sole right to determine:

- 9.4.1 whether to provide notice of the Personal Data Breach to any Data Subjects, regulators, law enforcement agencies or others, as required by law or regulation or in MOPAC's discretion, including the contents and delivery method of the notice; and
- 9.4.2 (whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 9.5 The Provider will cover all reasonable expenses associated with the performance of the obligations under Paragraph 9.2 and Paragraph 9.3, unless the matter arose from MOPAC's specific instructions, negligence, wilful default or breach of this data processing agreement, in which case MOPAC will cover all reasonable expenses.
- 9.6 The Provider will also reimburse MOPAC for actual reasonable expenses MOPAC incurs when responding to and mitigating damages, to the extent that the Provider caused a Personal Data Breach, including all costs of notice and any remedy as set out in Paragraph 9.5.
- 9.7 The Provider shall promptly (and in any event within **one (1)** Business Day) inform MOPAC by emailing MOPACGDPR@mopac.london.gov.uk , plus the MOPAC lead commissioning contact firstnames.lastname@mopac.london.gov.uk – informing them of the **breache(s)**] if it receives a Communication and provide MOPAC with full details of such Communication. The Provider will not respond or otherwise deal with any Communication without first obtaining MOPAC's prior written consent, except when law or regulation requires it, in which case the Provider shall notify MOPAC of this fact.

10 Deletion or Return of Protected Data and Copies

- 10.1 The Provider shall (and shall ensure that all persons acting on its behalf and all individuals who are processing Protected Data shall) without delay (and in any event within **three (3)** days), at MOPAC's written request, either securely delete or securely return all the Protected Data to MOPAC in such form as MOPAC reasonably requests after the earlier of:
- 10.1.1 the end of the provision of the relevant services related to processing of such Protected Data; or
- 10.1.2 once processing by the Provider of any Protected Data is no longer required for the purpose of the Provider's performance of its relevant obligations under this Contract, and securely delete existing copies (unless storage of any data is required by Applicable Law and, if so, the Provider shall inform MOPAC of any such requirement).
- 10.2 At MOPAC's request, the Provider will give MOPAC a copy of or access to all or part of MOPAC's Personal Data in its possession or control in the format and on the media reasonably specified by MOPAC.

- 10.3 If any law, regulation, or government or regulatory body requires the Provider to retain any documents or materials that the Provider would otherwise be required to return or destroy, it will notify MOPAC in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.
- 10.4 The Provider will certify in writing that it has destroyed the Personal Data within **two (2)** Business Days after it completes the destruction.

11 Liability and Indemnities [Guidance note: the main contract may contain an indemnity – this will need to be checked to ensure that there is not conflict and the terms of any indemnity in the contract do not limit the scope of this indemnity]

- 11.1 The Provider shall indemnify and keep indemnified MOPAC in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, MOPAC or any member of MOPAC group arising from or in connection with:
- 11.1.1 any breach by the Provider of any of its obligations under paragraphs 1 to 10 (inclusive) and any associated appendices; or
 - 11.1.2 the Provider (or any person acting on its behalf) acting outside or contrary to the lawful Processing Instructions of MOPAC in respect of the processing of Protected Data.
- 11.2 This paragraph 11 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except:
- 11.2.1 to the extent not permitted by Applicable Law (including Data Protection Laws); and
 - 11.2.2 that it does not affect the liability of either party to any Data Subject.

12 Conflicts

- 12.1 Unless otherwise expressly stated in this Contract:
- 12.1.1 the Provider's obligations and MOPAC's rights and remedies under paragraphs 1 to 11 (inclusive) of this Schedule and any associated appendices are cumulative with, and additional to, any other provisions of this Contract;
 - 12.1.2 nothing in this Contract relieves the Provider of any responsibilities or liabilities under any Data Protection Laws;
 - 12.1.3 nothing in this Contract affects the rights of Data Subjects under Data Protection Laws (including those in Articles 79 and 82 of the GDPR or in any equivalent Data Protection

Laws) against MOPAC, the Provider or any person acting on behalf of either of them;
and

12.1.4 This Schedule shall prevail over any other provision of this Contract in the event of any conflict.

Appendix 1
Data Processing Instructions

Duration of the processing	[Guidance note: insert details of how long the processing will be undertaken for, this could be one off i.e. for a short campaign or ongoing, for example for the duration of the Contract]			
Processing instructions	[Guidance note: insert details of exactly what the Provider is being asked to do with the personal data]			
Location of processing	[Guidance note: insert details of the location of the processing or access to personal data if a location outside the UK is listed you must speak to your DPO]			
Type of Personal Data	[Guidance note: insert details of the categories of personal data that will be processed]			
Categories of Data Subjects	[Guidance note: insert details of the individuals whose personal data will be processed]			
Approved subcontractors	Name	Purpose for processing	Location of processing	Contact
[Guidance note: insert details of the full name of any approved subcontractors, what the purpose of processing the personal data is, and where the personal data will be processed (if a location outside of the UK is mentioned, please speak to your DPO)]				

Appendix 2

Technical and Organisational Measures

[Guidance note: insert any technical and organisational measures which will apply to the transferring and protection of the Relevant Personal Data , some provisions have been included as a starting point]

1. Security Management

- 1.1 Where the Provider shares Personal Data with MOPAC, it will provide the Personal Data in [insert full details of agreed format] by the following means [identify means of transfer of the data].
- 1.2 The Provider shall ensure Personal Data is transferred to MOPAC using the following security measures:
 - 1.2.1 [insert appropriate security measures, such as pseudonymisation, specific encryption methods, use of secure email addresses, etc as set out in Article 32(1) of the UK GDPR.]
- 1.3 The Provider shall, implement and maintain the following measures in respect of Protected Data:
 - 1.3.1 [insert details of specific appropriate technical and organisational security measures];
 - 1.3.2 All end-user mobile devices such as laptops must be encrypted. Protected data must be held in encrypted folders.
 - 1.3.3 Protected Data deletion must be undertaken using specialist deletion software that meets the current industry standard.
 - 1.3.4 AES-encrypted portable media, with two-factor authentication and Bitlocker in Windows operating systems must be used to secure both system drives and external media.
 - 1.3.5 For Protected Data accessed via the internet and through the use of mobile phones, HTTPS protocol must be used. This uses TLS/SSL (Transport Layer Security/Secure Sockets Layer) to provide critical data protection during Internet transmission.
 - 1.3.6 Access control permissions must provide Protected Data access to named individuals only:
 - 1.3.7 Access to Protected Data must be strictly controlled by access rights via assigned group membership. Access must only be granted to those who need access to the Protected Data in order to comply with the Processing Instructions.

1.4 Where Personal Data is Special Category Personal Data, the Provider shall, in addition:

1.4.1 [insert agreed measures to safeguard the Special Category Personal Data.]

2. Personnel

2.1 The Provider shall, at all times, to the extent it Processes the Protected Data, ensure the Processing by natural persons shall be limited to its employees and the employees of its Approved subcontractors (collectively, **personnel**) that need to Process it to comply with the Processing Instructions and that all such personnel:

2.1.1 are reliable and have undergone adequate training in the use, care, protection and handling of Personal Data as required for compliance with all Data Protection Legislation and this Schedule;

2.1.2 are informed of the confidential nature of the Protected Data and subject to appropriate obligations of confidentiality;

2.1.3 have been subject to [insert details of any checks] vetting;

2.1.4 do not publish, disclose or divulge any of the Protected Data to any third party where the party subject to this obligation would not be permitted to do so;

Appendix 3

Breach Notification Form

All Personal Data Breaches must be notified to MOPAC within **twenty-four (24)** hours to MOPACGDPR@mopac.london.gov.uk, copying in the lead commissioner, and in accordance with the provisions of Paragraph 9.1 and must contain as a minimum the following details:

1.	Full details of the nature of the Personal Data Breach	
2.	Full details of the categories and approximate number of data subjects concerned	
3.	Full details of the categories and approximate number of personal data records concerned	
4.	If the Personal Data Breach involved any other third parties the full details of those third parties (for example any sub-contractors)	
5.	The likely consequences of the Personal Data Breach	
6.	The measures taken to mitigate the Personal Data Breaches possible adverse effects	
7.	The name and contact details of the Data Protection Officer or other contact point where more information can be obtained	