

MOPAC

MAYOR OF LONDON
OFFICE FOR POLICING AND CRIME

Volume 3 Draft Contract

Children and Young Persons Victim and Witness Service: Consultancy Partner

Ref: CYPVWS2019

Date: 19/07/2019 updated 1/8/2019

Mayor's Office for Policing and Crime
City Hall, The Queen's Walk,
London
SE1 2AA

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) [**Insert Name**] (Company/Charity registration no: [**Insert Number**] whose registered office is at) [**Insert Address**] (“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) “Recipient” means the person or body named overleaf.
- (ii) “Contract” means the documents forming the Contractor’s quotation or tender and the MOPAC’s acceptance of them, including this Purchase Order, 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.

4. Price, Invoices and Payment

A priced invoice showing VAT separately and bearing the correct Purchase Order number must be forwarded to:

Mayor's Office for Policing & Crime
Purchase to Pay
C/o SSCL Police Services
PO Box 14077
Newport
Gwent
NP10 8FZ

and sent by email to: sscl.mps.ap@sscl.gse.gov.uk Copying in the lead commissioner email: forename.surname@mopac.london.gov.uk

Payment will be paid within 30 days of receipt of invoice, subject to satisfactory progress and completion of relevant documentation or except where the invoice is in dispute. Cost of Provision: reference schedule 2 on payment breakdown

5. Corrupt Gifts and Payments of Commission

The Contractor shall be compliant with the 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 as and when this implemented.

7. Confidentiality

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 applies 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 the MOPAC in relation to this Contract, it will notify and consult with the MOPAC. The 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, the MOPAC may terminate the Contract forthwith and recover any costs from the Contractor in accordance with condition 13.

10a. Break

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. The MOPAC reserves the right to direct the Contractor to cease all work connected with the Contract during the period of notice. Where the 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.

10b. 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 the 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 the MOPAC, or if the MOPAC agrees, compensate the MOPAC, for any loss or damage caused to the 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 the 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 the 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 the 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 the 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 Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the MOPAC's related policies.

This includes, but is not limited to, the recipients 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 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 Recipient 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 the MOPAC against all claims as a result of breach of this Condition.

19. Audit, Inspection and Information

The Contractor shall provide access to the 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 the MOPAC's premises, comply with the MOPAC's safety and security procedures and instructions.

21. Supply of Goods – Contractor's duties

The Contractor shall supply the Goods of the required quality and description specified in this Purchase Order.

Goods may be returned at the Contractor's risk and expense if they do not correspond with this Purchase Order. All goods supplied shall be fit for their purpose and of merchantable quality

All Goods shall be delivered, carriage paid at the Contractor's risk, at the place and time specified and only between 9.00 a.m. and 4.00 p.m. Mondays to Fridays, unless otherwise agreed. An Advice Note must be sent by post and a Delivery Note must accompany the Goods. Risk and title in the goods shall pass to the MOPAC upon acceptance.

The cost of packaging will be deemed to be included in the cost of the Goods. If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense. Maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging. Packaging must be capable of recovery for re-use or recycling.

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.

"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;

23. Supply of Services – Contractor's duties

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

24. Whistle Blowing

The supplier 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. Supplier can request to see a copy of MOPAC's policy for reference.

25. Duty to report concerns.

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

26. London Living Wage.

26.1 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 Service Provider.

26.2 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the Authority Group ensure that the London Living Wage is paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations in Greater London or on the Authority’s estate.

26.3 Without prejudice to any other provision of this Contract, the Service Provider shall:

- 26.3.1 ensure that none of its employees, including sub-contractors, engaged in the provision of the Services (in Greater London or on the Authority’s estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- 26.3.2 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;
- 26.3.3 provide to the Authority such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;
- 26.3.4 disseminate on behalf of the Authority to its employees engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and
- 26.3.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- 26.3.6 For the avoidance of doubt the Service Provider shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.
- 26.3.7 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider’s staff and the staff of its sub-contractors.
- 26.3.8 Any breach by the Service Provider of the provisions of this Clause 26 shall be treated as a material breach capable of remedy in accordance with Clause 9

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 the MOPAC under this Contract and agrees to indemnify the MOPAC in respect of all and any tax and national insurance contributions which may be found due from the 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)**)

Signature

Date:

Signed by)

for and on behalf of)
the

Signature:

Date:

Attach: Service Specification, schedule 1

Attach: Pricing, Schedule2

Attach : GDPR, Schedule 3

1. General Data Protection Regulations (GDPR)-

MOPAC role: Commissioner

Provider role: Data Controller

The provider:

- is the data controller for the project and required to complete a Data Protection Impact Assessment (DPIA) to identify, minimise and reduce risks to data subjects where the project uses personally identifiable data for members of the public (a DPIA is not required where the data is from professionals)
- must ensure that people processing the data are subject to a duty of confidence
- must take appropriate measures to ensure the security of processing
- must only engage a processor or sub-processor with the prior consent of MOPAC and a written contract
- must provide subject access and allow data subjects to exercise their rights under the GDPR
- must meet its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments and notify MOPAC of any MOPAC related personal data breaches within 24 hours of becoming aware
- must submit to audits and inspections, provide MOPAC with whatever information it needs to ensure that they are both meeting their Article 28 obligations and tell MOPAC immediately if it is asked to do something infringing the GDPR or other data protections law of the EU or a member state
- employ a data protection officer if required
- co-operate with supervisory authorities (such as the ICO)
- appoint (in writing) a representative within the European Union if required

The provider should also be aware that:

- it may be subject to investigative and corrective powers of supervisory authorities (such as the ICO) under Article 58 of the GDPR
- if it fails to meet its obligations, it may be subject to an administrative fine under Article 83 of the GDPR
- if it fails to meet its GDPR obligations it may be subject to a penalty under Article 84 of the GDPR
- if it fails to meet its GDPR obligations it may have to pay compensation under Article 82 of the GDPR