



DATED 2023

WEST LONDON WASTE AUTHORITY

AND

[INSERT NAME OF CONSULTANT COMPANY]

**CONSULTANCY AGREEMENT FOR THE PROVISION OF
SERVICES TO GENERATE AN OPTIMISED DIGITAL TWIN AND
INTEGRATE DATA INTO WEST LONDON WASTE REPORTING SYSTEMS**



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Harrow Council Hub
Forward Drive
Harrow
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Ref: WLWA-WLW01-11219

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THIS AGREEMENT is dated the _____ day of _____ 2023

PARTIES

- (1) **WEST LONDON WASTE AUTHORITY** of Unit 6, Britannia Court, The Green, West Drayton, UB7 7PN (the “**Client**”).
- (2) **[INSERT NAME OF CONSULTANT COMPANY]** incorporated and registered in England and Wales with company number **[x]** whose registered office is at **[insert address]** (the “**Consultant Company**”).

Each a party, together the “**Parties**”

BACKGROUND

- (A) The Client has invited and received from the Consultant Company a proposal (the “**Consultant Company’s Tender**”) for the provision of Services to Generate an Optimised Digital Twin and Integrate Data into West London Waste Reporting Systems (the “**Services**”).
- (B) The Client has, through a competitive process, selected the Consultant Company to provide the Services and the Consultant Company is willing and able to provide the Services in accordance with the terms and conditions of this Agreement.
- (C) The Consultant Company has agreed to provide the Services to the Client upon the terms set out in this Agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise).

Agreement: the suite of documents including these terms and conditions and schedules attached hereto forming the contract between the Client and the Consultant Company.

Authorised Representatives: the persons respectively designated as such by the Client and the Consultant Company at Clause 19.1(c).

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, any key performance indicators, the term, the pricing structure and any other relevant factors.

Business Continuity: as defined in Clause 11

Business of the Client: general public services.

Business Opportunities: any opportunities which the Consultant Company or the Individual becomes aware of during the Engagement which relate to the Business of the Client or which the Client reasonably considers might be of benefit to the Client.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Client Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant Company or the Individual's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant Company or the Individual on the computer systems or other electronic equipment of the Client, the Consultant Company or the Individual during the Engagement.

Commencement Date: [DATE OF COMMENCEMENT OF ENGAGEMENT]

Confidential Information: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) location of the property and the collection point, house/flat number, street name, post code, collection day, collection frequency, depot and tipping locations, weighbridge data, vehicle registration numbers and including (but not limited to) information that the Consultant Company or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Consultant Company's Personnel: all employees, staff, other workers, agents and consultants of the Consultant Company and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Consultant Company's Tender: the Consultant Company's ITT response, attached to this Agreement at Schedule 2.

Controller: the meaning given in the UK GDPR.

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

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Protection Legislation: (i) the DPA; (ii) the UK GDPR and (iii) all applicable Law about the processing of Personal Data and privacy.

Data Protection Officer: the meaning given in the UK GDPR.

Data Subject: the meaning given in the UK GDPR.

Data Subject Access Request: 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: the Data Protection Act 2018.

EIR: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Engagement: the engagement of the Consultant Company by the Client on the terms of this Agreement.

Extension Period: as provided in Clause 2.3

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time, together with any guidance or codes of practice issued by the Information Commissioner or such other individual, body or organisation which may from time to time replace the Information Commissioner.

Force Majeure Event: any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to Consultant Company, the Consultant Company's Personnel or any other failure in the Consultant Company's supply chain.

Individual: [NAME]¹

¹ **HB Public Law Drafting Note:** Insert the name of the individual(s) whose services are to be provided on behalf of the Consultant Company OR outline which Schedule said names are listed.

Insurance Policies: commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover.

Intellectual Property Rights: patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant Company or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

ITT: the invitation for consultant companies to bid for the Services.

Law: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Consultant Company is bound to comply.

LED: the Law Enforcement Directive (Directive (EU) 2016/680).

Party: a Party to this Agreement.

Personal Data / Personal Data Breach: the meaning given in the UK GDPR.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this Agreement.

Pricing Schedule: the pricing schedule attached to this Agreement at Schedule 3

Processor: the meaning given in the UK GDPR.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising 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 any such measures adopted by it.

Relevant Policies: the Client's policies outlined in Schedule 5 which the Consultant Company, and the Individual shall adhere to.

Services: the services described in Schedule 1.

Sub-Processor: any third party appointed to process Personal Data on behalf of the Consultant Company related to this Agreement.

Specification: the document specifying the key elements and scope of the project/Services including but not limited to the key deliverables against which the Client will measure the Consultant Company's success, attached hereto at Schedule 1

Termination Date: the date of termination of this Agreement, howsoever arising.

UK GDPR: means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined by the DPA.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant Company or the Individual in connection with the provision of the Services.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

- 1.7 Where there is any conflict or inconsistency between the provisions of the Agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the Agreement;
 - (b) Schedule 1 to this Agreement;
 - (c) the remaining schedules to this Agreement other than Schedule 2;
 - (d) Schedule 2 to this Agreement.

2. TERM OF ENGAGEMENT

- 2.1 The Client shall engage the Consultant Company and the Consultant Company shall make available to the Client the Individual to provide the Services on the terms of this Agreement.
- 2.2 The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:
- (a) upon natural expiry on [insert date 12 months after the Commencement Date]; or
 - (b) by the Client giving to the Consultant Company not less than 4 weeks' prior written notice; or
 - (c) as provided by Clause 15 of this Agreement.
- 2.3 Subject to satisfactory performance by the Consultant Company during the Engagement, the Client may wish to extend the Agreement for a further period of up to 12 months. The Client may approach the Consultant Company if it wishes to do so before the end of the Engagement. The agreed terms and conditions in this Agreement will apply (subject to any variation pursuant to Clause 20) throughout any such Extension Period.

3. DUTIES AND OBLIGATIONS

- 3.1 During the Engagement the Consultant Company shall, and (where appropriate) shall procure that the Individual shall:
- (a) provide the Services with all due care, skill and ability and use its or his best endeavours to promote the interests of the Client;
 - (b) unless the Individual is prevented by ill health or accident, devote at least [NUMBER] [hours OR days] in each calendar month to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance; and

- (c) promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Client
- 3.2 If the Individual is unable to provide the Services due to illness or injury, the Consultant Company shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with Clause 4 in respect of any period during which the Services are not provided.
- 3.3 NOT USED
- 3.4 The Consultant Company shall use its reasonable endeavours to ensure that the Individual is available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 3.5 Unless it or he has been specifically authorised to do so by the Client in writing:
 - (a) neither the Consultant Company nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the Client; and
 - (b) the Consultant Company shall not, and shall procure that the Individual shall not, hold itself out as having authority to bind the Client.
- 3.6 The Consultant Company shall, and shall procure that the Individual shall, comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
- 3.7 The Consultant Company shall procure that the Individual shall comply with the Client's policies on use of information and communication systems, Counter-Terrorism, Anti-Slavery, Anti-Bribery and Equality and Diversity.
- 3.8 The Consultant Company undertakes to the Client that during the Engagement it shall, and shall procure that the Individual shall, take all reasonable steps to offer (or cause to be offered) to the Client any Business Opportunities as soon as practicable after the same shall have come to its or his knowledge and in any event before the same shall have been offered by the Consultant Company or the Individual (or caused by the Consultant Company or the Individual to be offered) to any other party

3.9 The Consultant Company may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

- (a) the Client will not be liable to bear the cost of such functions; and
- (b) at the Client's request the third party shall be required to enter into direct undertakings with the Client, including with regard to confidentiality.

3.10 The Consultant Company shall, and shall procure that the Individual shall:

- (a) comply with all applicable laws, regulations, codes and sanctions 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;
- (c) comply with the Client's [Anti-bribery and Anti-corruption Policies (annexed to this Agreement at Schedule 5), in each case as the Client may update them from time to time (**Relevant Policies**);
- (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 3.10(b), and will enforce them where appropriate;
- (e) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant Company or the Individual in connection with the performance of this Agreement;
- (f) immediately notify the Client if a foreign public official becomes an officer or employee of the Consultant Company or acquires a direct or indirect interest in the Consultant Company (and the Consultant Company warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);
- (g) ensure that all persons associated with the Consultant Company or other persons who are performing services in connection with this Agreement comply with this Clause 3.10; and
- (h) within 2 months of the date of this agreement, and annually thereafter, certify to the Client in writing signed by an officer of

the Consultant Company, compliance with this Clause 3.10 by the Consultant Company and all persons associated with it, including the Individual, and all other persons for whom the Consultant Company is responsible under Clause 3.10(g). The Consultant Company shall provide such supporting evidence of compliance as the Client may reasonably request.

- 3.11 Failure to comply with Clause 3.10 may result in the immediate termination of this Agreement.
- 3.12 For the purpose of Clause 3.10, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and 6(6) of that Act and section 8 of that Act respectively.

4. FEES

- 4.1 The Client shall pay the Consultant Company a maximum fee of £[AMOUNT] exclusive of VAT in accordance with the Pricing Schedule. On completion of each work package as set out in the Pricing Schedule the Consultant Company shall submit to the Client an invoice which gives details of the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services provided for the relevant work package.
- 4.2 In consideration of the provision of the Services to the satisfaction of the Client during the Engagement, the Client shall pay each undisputed invoice submitted by the Consultant Company in accordance with Clause 4.1, within 30 days of receipt.
- 4.3 The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant Company any sums that the Consultant Company may owe to the Client at any time.
- 4.4 Payment in full or in part of the fees claimed under Clause 4 shall be without prejudice to any claims or rights of the Client against the Consultant Company or the Individual in respect of the provision of the Services.

5. NOT USED

6. OTHER ACTIVITIES

Nothing in this Agreement shall prevent the Consultant Company or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Consultant Company's obligations under this Agreement;
- (b) the Consultant Company shall not, and shall procure that the Individual shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the Client without the prior written consent of the Client; and
- (c) the Consultant Company shall give priority to the provision of the Services to the Client over any other business activities undertaken by it during the course of the Engagement.

7. CONFIDENTIAL INFORMATION AND CLIENT PROPERTY

7.1 The Consultant Company acknowledges that in the course of the Engagement it and the Individual will have access to Confidential Information. The Consultant Company has therefore agreed to accept the restrictions in this Clause 7.

7.2 The Consultant Company shall not, and shall procure that the Individual shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Client or required by law;
or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant Company's or the Individual's unauthorised disclosure.

7.3 At any stage during the Engagement, the Consultant Company will promptly on request return to the Client all and any Client Property in its or the Individual's possession.

8. DATA PROTECTION

- 8.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Consultant Company is the Processor.
- 8.2 The only processing that the Processor is authorised to do is listed in Schedule 4 by the Controller and may not be determined by the Processor.
- 8.3 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 8.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - a. a systematic description of the envisaged processing operations and the purpose of the processing.
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 8.5 The Processor shall carry out its own Data Protection Impact Assessment prior to commencing any processing under this Agreement where required under the Data Protection Legislation and otherwise as may be appropriate to ensure the security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, and shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - a. process that Personal Data only in accordance with Schedule 4, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

- b. ensure that it has in place Protective Measures, which have been reviewed and approved by the Controller as appropriate to protect against a Data Loss Event having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;

- c. ensure that:
 - i. the Processor's Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 4);
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Processor's Personnel who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Processor's duties under this Clause;
 - B. are subject to appropriate confidentiality undertakings with the Processor or any Sub-Processor;
 - C. 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 Controller or as otherwise permitted by this Agreement; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and

- d. not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - i. the Controller or the Processor has provided appropriate safeguards in relation to the transfer as determined by the Controller;
 - ii. the Data Subject has enforceable rights and effective legal remedies;

- iii. the Processor 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 Controller in meeting its obligations); and
 - iv. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - e. at the written direction of the Controller, and at the Service Processor's sole cost, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 8.6 Subject to Clause 8.7, the Processor shall notify the Controller immediately if it:
- a. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - e. 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
 - f. becomes aware of a Data Loss Event.
- 8.7 The Processor's obligation to notify under Clause 8.6 shall include the provision of further information to the Controller in phases, as details become available.
- 8.8 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation including any complaint, communication or request made under Clause 8.6 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- a. the Controller with full details and copies of the complaint, communication or request;
- b. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- c. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. assistance as requested by the Controller following any Data Loss Event including but not limited to all information and findings relating to any internal or external investigation into the Data Loss Event;
- e. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

8.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 8. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- a. the Controller determines that the processing is not occasional;
- b. the Controller determines the processing includes special categories of data or Personal Data relating to criminal convictions and offences as referred to in the UK GDPR; and
- c. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

8.10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

8.11 The Processor shall designate a Data Protection Officer if required by the Data Protection Legislation.

8.12 Before allowing any Sub-Processor to process any Personal Data related to this Agreement, the Processor must:

- a. notify the Controller in writing of the intended Sub-Processor and processing;

- b. obtain the written consent of the Controller;
- c. enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Clause 8 such that they apply to the Sub-Processor; and
- d. provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.

8.13 The Processor shall remain fully liable for all acts or omissions of any Sub-Processor.

8.14 The Processor may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

8.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

8.16 Where the Parties include two or more Joint Controllers as identified in Schedule 4 in accordance with the UK GDPR, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 4 in replacement of Clauses 8.3 to 8.15 for the Personal Data under Joint Control.

9. INTELLECTUAL PROPERTY

9.1 The Consultant Company warrants to the Client that it has obtained from the Individual a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Individual has agreed to hold on trust for the Consultant Company any such rights in which the legal title has not passed (or will not pass) to the Consultant Company. The Consultant Company agrees to provide to the Client a copy of this assignment on or before the date of this Agreement.

9.2 The Consultant Company hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by

law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant Company holds legal title in these rights and inventions on trust for the Client.

9.3 The Consultant Company undertakes to the Client:

- (a) to notify to the Client in writing full details of all Inventions promptly on their creation;
- (b) to keep confidential the details of all Inventions;
- (c) whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individual's possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client,

and confirms that the Individual has given written undertakings in the same terms to the Consultant Company.

9.4 The Consultant Company warrants that:

- (a) it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
- (b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- (c) the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party,

and confirms that the Individual has given written undertakings in the same terms to the Consultant Company.

9.5 The Consultant Company agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant Company to the Client during the course of providing the Services. The Consultant Company shall maintain adequate liability insurance

coverage and ensure that the Client's interest is noted on the policy and shall supply a copy of the policy to the Client on request. The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant Company.

- 9.6 The Consultant Company acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Consultant Company in respect of the performance of its obligations under this Clause 9.
- 9.7 The Consultant Company undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Client and at any time either during or after the Engagement, as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works. The Consultant Company confirms that the Individual has given written undertakings in the same terms to the Consultant Company.
- 9.8 The Consultant Company irrevocably appoints the Client to be its attorney in its name and on its behalf to execute documents, use the Consultant Company's name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this Clause. A certificate in writing, signed by any director or the secretary of the Client, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

10. INSURANCE AND LIABILITY

- 10.1 The Consultant Company shall have liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant Company or the Individual of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
- 10.2 The Consultant Company shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Client and that the level of cover and other terms of insurance are equivalent to:
- (a) Public Liability Insurance to the value of £5,000,000.00 (five million pounds) limit per occurrence;

- (b) Employers' Liability Insurance to the value of £5,000,000.00 (five million pounds) limit per occurrence; and
 - (c) Professional Indemnity Insurance to the value of £5,000,000.00 (five million pounds) limit per occurrence.
- 10.3 The Consultant Company shall on request supply to the Client copies of the Insurance Policies and evidence that the relevant premiums have been paid.
- 10.4 The Consultant Company shall notify the insurers of the Client's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by the Client against the Consultant Company in respect of which the Consultant Company would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify the Client directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify the Client, the Consultant Company shall use all insurance monies received by it to indemnify the Client in respect of any claim and shall make good any deficiency from its own resources.
- 10.5 The Consultant Company shall comply (and shall procure that the Individual complies) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant Company is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant Company shall notify the Client without delay.

11. BUSINESS CONTINUITY

- 11.1 The Consultant Company acknowledges that the Client has business continuity and emergency planning obligations pursuant to the requirements of the Civil Contingencies Act 2004.
- 11.2 The Consultant Company shall provide to the Client within 60 days of the Commencement Date, draft documented arrangements for the Client's approval (such approval not to be unreasonably withheld) that meet good practice guidelines to effectively protect the Client from the consequences of a business interruption or series of business interruptions to the provision of the Services (the "**Business Continuity Plan**"). The Business Continuity Plan shall, as a minimum, set out details of the response to, management of recovery from and continuity strategies that will be implemented when a business interruption or series of business interruptions to the provision of the Services occurs.

- 11.3 The Consultant Company shall ensure that, as a minimum, the Business Continuity Plan:
- a. Fully integrates with the Client's own disaster recovery and business continuity arrangements and policies;
 - b. Includes detailed plans for restoring and maintaining the provision of the Services depending on the nature of the disruptive incident;
 - c. Includes detailed plans for restoring, adapting and/or maintaining the provision of the Services in the event of a Coronavirus Event;
 - d. Includes plans for maintaining regular communication with the Client during a business interruption or series of business interruptions; and
 - e. Includes an IT disaster recovery plan.
- 11.4 Following the notification of a business interruption or series of business interruptions in respect of any of the Services, the Consultant Company shall:
- a. invoke the Business Continuity Plan;
 - b. continue to provide the affected Services to the Client in accordance with the Business Continuity Plan; and
 - c. restore the affected Services to normal within the period laid out in the Business Continuity Plan.
- 11.5 To the extent that the Consultant Company complies fully with the provisions of this Clause 11 (and the reason for the business interruption or series of business interruptions was not breach of any of the other terms of this Agreement on the part of the Consultant Company), the KPIs to which the affected Services are to be provided during the continuation of the Disaster shall be the KPIs set out in Business Continuity Plan or (if none) the best mutually agreed service levels which are reasonably achievable in the circumstances.
- 11.6 The Consultant Company shall provide an annual update to the Client of the Business Continuity Plan ensuring compliance at all times with this clause.
- 11.7 The Client reserves the right to attend any business continuity tests or exercises undertaken by the Consultant Company and to invite the Consultant Company to any relevant business continuity exercises held by the Client.
- 11.8 The Client reserves the right to audit the Business Continuity Plan.

12. FORCE MAJEURE

- 12.1 Subject to the remaining provisions of this Clause 12, neither party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event.
- 12.2 In the event that either party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such party shall:
- a. give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - b. use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and
 - c. resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 12.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 12.4 The Consultant Company cannot claim relief if the Force Majeure Event is one where a reasonable Consultant Company should have foreseen and provided for the cause in question.
- 12.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement. Where the Consultant Company is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 12.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

12.7 The Client may, during the continuance of any Force Majeure Event, terminate this Agreement by written notice to the Consultant Company if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 30 Working Days.

13. NOT USED

14. DISPUTE RESOLUTION

14.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this Clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the Client's Project Director and the Consultant Company's **[SENIOR OFFICER TITLE]** who shall attempt in good faith to resolve it; and
- (c) if the Client's Project Director and the Consultant Company's **[SENIOR OFFICER TITLE]** are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 10 days after the date of the ADR notice.

14.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute.

15. TERMINATION

15.1 Pursuant to the provisions of Clause 2.2(c), the Client may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Consultant Company (other

than in respect of amounts accrued before the Termination Date) if at any time:

- (a) the Consultant Company or the Individual commits any gross misconduct affecting the Business of the Client;
- (b) the Consultant Company or the Individual commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
- (c) the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
- (d) the Consultant Company or the Individual is, in the reasonable opinion of the Client, negligent or incompetent in the performance of the Services;
- (e) the Individual is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
- (f) the Consultant Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant Company;
- (g) the Individual is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 15 days in any 8week consecutive period and the Consultant Company has made no reasonable endeavours to offer any remedy to the Client (such remedy to be subject to the Client's approval);
- (h) the Individual does not own all of the issued share capital (from time to time) of the Consultant Company;
- (i) the Consultant Company or the Individual commits any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Individual, the Consultant Company or the Client into disrepute or is materially adverse to the interests of the Client;
- (j) the Consultant Company or the Individual commits any breach of the Client's policies and procedures; or
- (k) the Consultant Company or the Individual commits any offence under the Bribery Act 2010.

15.2 The rights of the Client under Clause 15.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant Company as having brought the Agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

16. OBLIGATIONS ON TERMINATION

16.1 On the Termination Date the Consultant Company shall, and shall procure that the Individual shall:

- (a) immediately deliver to the Client all Client Property which is in its or his possession or under its or his control;
- (b) irretrievably delete any information relating to the Business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Client. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and
- (c) provide a signed statement that it or he has complied fully with its or his obligations under this Clause 16.

17. STATUS

17.1 The relationship of the Consultant Company (and the Individual) to the Client will be that of independent contractor and nothing in this Agreement shall render it (nor the Individual) an employee, worker, agent or partner of the Client and the Consultant Company shall not hold itself out as such and shall procure that the Individual shall not hold himself out as such.

17.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant Company shall be fully responsible for and shall indemnify the Client for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Consultant Company shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable

by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual against the Client arising out of or in connection with the provision of the Services.

17.3 The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Consultant Company.

17.4 The Consultant Company warrants that it is not nor will it prior to the cessation of this Agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

18. NOTICES

18.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be sent by email to:

For the Client: HallE@westlondonwaste.gov.uk

For the Consultant Company [TO INSERT EMAIL]²

18.2 Any notice or communication shall be deemed to have been received: if sent by email at the time of successful transmission except where the sender receives a failed delivery or similar message following transmission.

18.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement,

² **HB Public Law Drafting Note:** To be provided by the Consultant Company.

representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

19.4 Nothing in this Clause shall limit or exclude any liability for fraud.

20. VARIATION

20.1 No variation of this Agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

22. THIRD PARTY RIGHTS

22.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

23. GOVERNING LAW

23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24. JURISDICTION

24.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS of which the Parties have signed this Agreement the day and year first before written.

SIGNED for and on behalf of the
WEST LONDON WASTE AUTHORITY

Signature:

Name:.....

Position:

SIGNED for and on behalf of the
[INSERT NAME OF CONSULTANT COMPANY]

Signature:

Name:.....

Position:

Schedule 1 Services Specification

[TO BE INSERTED FROM ITT]

Schedule 2 Consultant Company's Tender Submission

[TO BE INSERTED]

Schedule 3 Pricing Schedule

[TO BE INSERTED]

Schedule 4 Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: sapnadhanani@westlondonwaste.gov.uk
2. The contact details of the Processor's Data Protection Officer are: **[Insert Contact Details]**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Consultant Company is the Processor in accordance with Clause 8.1.
Subject matter of the processing	<p>This Contract is for the Provision of Services to Generate an Optimised Digital Twin and Integrate Data into West London Waste Reporting Systems</p> <p>The data processing is needed to ensure that the processor can effectively deliver the contract to provide an optimisation service of borough services, with a digital twin output, which the Contractor will assist WLWA in integrating onto Power BI system.</p>
Duration of the processing	From the commencement of the Contract until all work packages have been delivered, or WLWA terminates the contract, with written notice.

<p>Nature and purposes of the processing</p>	<p>Nature of processing includes all named borough services data being provided to the consultant. The consultant will be creating a 'digital twin' of each service on the agreed routing software. The processor will then be running an optimisation analysis and implementing any agreed changes to the service rounds. The new digital twin data sets will then be shared with WLWA and the relevant borough, as well as being integrated onto WLWA's Power BI system.</p>
<p>Type of Personal Data</p>	<p>Examples: Collection round data for each material stream including the following detail:</p> <ul style="list-style-type: none"> • List of each household serviced by each collection round. The detail provided includes: <ul style="list-style-type: none"> ○ UPRN – Parent and child also supplied for blocks of flats ○ Longitude in decimal format: e.g. -0.47892 – Location of the property and the collection point ○ Latitude in decimal format: e.g. 51.58774 – Location of the property and the collection point ○ House/flat number ○ Street name ○ Post code • Collection day • Collection frequency • Collection maps • Crew numbers – Including driver and collection operatives • Shift patterns • Receptacle(s) used, including volume • Crew costs • Depot and tipping locations • Weighbridge data

	<ul style="list-style-type: none"> • Vehicle registration numbers that can be linked to weighbridge data. What vehicle collected on which day – This will be used to match weighbridge data to the rounds • Number of vehicles • Tip times (average) • Tipping locations opening times • Tipping locations • Full base maps via WLWA Ordnance Survey Account <p>Further data that may be available:</p> <ul style="list-style-type: none"> • Electronic records of where single sided collections take place. In the absence of electronic records, physical maps can provide this info • Electronic records detailing where assisted collections are required • Vehicle tracking data – Please specify in your method statement the format that this information is required • Round mileage records • Fuel usage including miles per gallon (MPG), consumption etc. for calculation of cost/carbon savings
<p>Categories of Data Subject (Employees, Contractors and Customers)</p>	<p>Examples: Collection round data for each material stream including the following detail:</p> <ul style="list-style-type: none"> • List of each household serviced by each collection round. The detail provided includes: <ul style="list-style-type: none"> ○ UPRN – Parent and child also supplied for blocks of flats ○ Longitude in decimal format: e.g. -0.47892 – Location of the property and the collection point

	<ul style="list-style-type: none"> ○ Latitude in decimal format: e.g. 51.58774 – Location of the property and the collection point ○ House/flat number ○ Street name ○ Post code ● Collection day ● Collection frequency ● Collection maps ● Crew numbers – Including driver and collection operatives ● Shift patterns ● Receptacle(s) used, including volume ● Crew costs ● Depot and tipping locations ● Weighbridge data ● Vehicle registration numbers that can be linked to weighbridge data. What vehicle collected on which day – This will be used to match weighbridge data to the rounds ● Number of vehicles ● Tip times (average) ● Tipping locations opening times ● Tipping locations ● Full base maps via WLWA Ordnance Survey Account <p>Further data that may be available:</p> <ul style="list-style-type: none"> ● Electronic records of where single sided collections take place. In the absence of electronic records, physical maps can provide this info ● Electronic records detailing where assisted collections are required ● Vehicle tracking data – Please specify in your method statement the format that this information is required ● Round mileage records
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	<ul style="list-style-type: none">• Fuel usage including miles per gallon (MPG), consumption etc. for calculation of cost/carbon savings
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	Processor needs to delete all data under this contract from all their systems/storage and provide written evidence of such destruction within one month from expiry and/or termination of this Agreement.

Schedule 5 Relevant Policies

1. PREVENTION OF BRIBERY

1.1 The Consultant Company represents and warrants that neither it, nor to the best of its knowledge any Consultant Company's Personnel, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

1.2 The Consultant Company shall not during the term of this Agreement:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Client or any of the Client's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

1.3 The Consultant Company shall during the term of this Agreement:

- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under Clause 1.3(a) and make such records available to the Client on request.

1.4 The Consultant Company shall immediately notify the Client in writing if it becomes aware of any breach of Clause 1.1 and/or Clause 1.2, or has reason to believe that it has or any of the Consultant Company's Personnel have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

1.5 If the Consultant Company makes a notification to the Client pursuant to Clause 1.4, the Consultant Company shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation as is procedurally appropriate.

1.6 If the Consultant Company is in Default under Clause 1.1 and/or Clause 1.2, the Client may by notice:

- (a) require the Consultant Company to remove from performance of this Agreement any Consultant Company's Personnel whose acts or omissions have caused the Default; or
- (b) immediately terminate this Agreement.

1.7 Any notice served by the Client under Clause 1.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Client believes has committed the Prohibited Act and the action that the Client has elected to take (including, where relevant, the date on which this Agreement shall terminate).

2. ANTI-SLAVERY

2.1 The Consultant Company, if required to make a statement under Section 54 of the Modern Slavery Act 2015, shall notify the Client each time its statement is published.

2.2 The Consultant Company warrants from the Commencement Date and throughout the Contract Period that to the best of its knowledge:

- (a) No activity constituting an offence under the Modern Slavery Act 2015 is occurring within its business; and
- (b) No activity constituting an offence under the Modern Slavery Act 2015 is occurring within its supply chain.

2.3 The Consultant Company shall procure that any of its Sub-Contractors shall not engage in activity which would constitute a breach of Clause 2.2.

2.4 The Consultant Company acknowledges that the Client is subject to the requirements of Section 52 of the Modern Slavery Act 2015 and the Modern Slavery Act 2015 (Duty to Notify) Regulations 2015 and shall

assist and co-operate with the Client (at the Consultant Company's expense) to enable the Client to comply with its duties.

2.5 If the Consultant Company becomes aware of or has a reasonable suspicion of a breach of Clauses 2.2 and/or 2.3, it shall immediately notify the Client.

2.6 If the Consultant Company makes a notification to the Client pursuant to Clause 2.5 above, the Consultant Company shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to access the documents which led the Consultant Company to make the notification.

2.7 If the Consultant Company is in default under Clauses 2.2 and/or 2.3, the Client may:

- (a) Require the Consultant Company to remove from performance of this Agreement any Consultant Company Personnel, Sub-Contractors or Sub-Contractor Personnel whose acts or omissions have caused the default;
- (b) Immediately terminate this Agreement;
- (c) Refer the matter to the Police and/or other relevant agencies, authorities and bodies;
- (d) Take all or any combination of actions listed at (a), (b), (c)

2.8 If the Consultant Company is in Default under Clauses 2.2 and/or 2.3, the Client shall make a notification to the Secretary of State pursuant to section 52 of Modern Slavery Act 2015.

3. COUNTER-TERRORISM

3.1 The Consultant Company acknowledges that the Client is subject to the requirements of Section 26 of the Counter Terrorism and Security Act 2015 (the "Prevent Duty") and shall assist and co-operate with the Client (at the Consultant Company's expense) to enable the Client to comply with its duties.

3.2 The Consultant Company represents and warrants that neither it, nor to the best of its knowledge any Consultant Company Personnel have at any time prior to the Commencement Date:

- (a) Been engaged in any Extremist Activity or been subject to an investigation or prosecution which relates to alleged Extremist Activity.

- (b) Disseminated extremist views or been subject to an investigation or prosecution which relates to alleged dissemination of extremist viewpoints.
- (c) Allowed its funds or funds under its control to be used to support Extremist Activity or disseminate extremist viewpoints

3.3 The Consultant Company shall not, and shall procure that any of its sub-contractors shall not:

- (a) Allow its resources, or the resources of the Client, to the extent that they are available for the Consultant Company's use, to provide a platform for Extremist Activity or to disseminate extremist viewpoints.
- (b) Allow its funds or funds under its control to be used to support Extremist Activity or disseminate extremist viewpoints.
- (c) Do or suffer to be done anything which may cause the Client to be in breach of its obligations under the Prevent Duty.

3.4 The Consultant Company shall immediately notify the Client (in writing if appropriate), if it becomes aware of any breach of Clauses 3.2 or 3.3 above.

3.5 If the Consultant Company makes a notification to the Client pursuant to Clause 3.4 above, the Consultant Company shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to access the documents which led the Consultant Company to make the notification.

3.6 If the Consultant Company is in default under Clauses 3.2 and/or 3.3, the Client may:

- (a) Require the Consultant Company to remove from performance of this Agreement any Consultant Company Personnel whose acts or omissions have caused the default;
- (b) Immediately terminate this Agreement;
- (c) Refer the matter to the Police and/or other relevant agencies, authorities and bodies.
- (d) Take all or any combination of actions listed at (a), (b), (c)

3.7 If the Client takes action under Clause 3.6 above it may (if appropriate) specify to the Consultant Company the nature of the breach, the identity of the party who the Client believes has engaged in the Extremist Activity and the action that the Client has elected to take (including, where relevant, the date on which this Agreement shall terminate).