

CONTRACT

Provision of retained Cyber Security Incident response team

THIS CONTRACT is made the **01st December 2021** and shall continue until **30th November 2022**

BETWEEN

(1) The Mayor and Burgesses of the London Borough of Lambeth of Lambeth Town Hall, Brixton Hill, London SW2 1RW. (the Council)

AND

(2) the Service Provider, [address] ("the Service Provider")

1 Appointment

The Council engages the Service Provider to provide retained Cyber security incident response team services.

(CONDITIONS OF CONTRACT)

2 Definitions & Interpretations

2.1 Definitions

Contract	means the Contract entered into by the Council and the Service Provider embodied in the Conditions of Contract and schedules
Contract Standard	means such standards as complies with all relevant provisions of the Contract and where to the extent that no criteria are stated in the Contract the standard is to be to the satisfaction of the Authorised Officer.
Schedules	mean the Schedules attached to these Conditions
Services	means delivery of 24/7 cyber security response team as described in any briefs, schedules and appendices attached hereto.

2.2 Interpretations

Words in the singular include the plural and vice versa;
 Words in the masculine include words in the feminine and vice versa
 Words importing individuals shall be treated as importing corporations and vice versa;
 Headings are for reference only and shall not affect the construction of the Contract;

3 The Service Provider's obligations

- 3.1 The Service Provider shall devote such of his time attention and abilities to the provision of the Services in these Conditions and Schedules to the best professional standards and in accordance with current laws, statutory instruments, rules, regulations and bylaws.
- 3.2 The Service Provider shall comply with the reasonable direction of the Authorised Officer and use his best endeavours to provide the Service
- 3.3 The Service Provider shall at all times comply with the requirements of Health and Safety legislation and regulations and shall not risk the health and safety of others.
- 3.4 The Service Provider shall co-operate with any staff or sub-contractor employed directly or indirectly by the Council and shall undertake the Services at no detriment to any other service provided by or on behalf of the Council.

4 The Council's obligations

- 4.1 The Council shall fulfil its obligations to the Service Provider and shall pay the Service Provider in accordance with Schedule 2.

5 VAT

- 5.1 All sums, unless otherwise stated, are exclusive of VAT and other duties or taxes

6 Confidentiality

- 6.1 The Service Provider shall not at any time during or after the Term divulge or allow to be divulged to any person any confidential information.

7 Indemnity

- 7.1 The Service Provider shall indemnify and keep indemnified the Council from and against any and all loss damage or liability (whether criminal or civil) resulting from the Service Provider's breach.
- 7.2 The Council shall not be liable to the Service Provider for the death of or injury or loss or damage to property unless due to the negligence of the Council or its servants or agents.
- 7.3 The Council shall not be liable for any consequential losses, including but not exclusively, loss of profit, earning, income, business, goodwill, savings opportunities, reputation or associated costs to the Service Provider howsoever caused.

8 Insurance

- 8.1 The Service Provider shall maintain at its own cost a policy of insurance to cover its liability in respect of any act or default for which it may become liable to indemnify the Council under the terms of this Contract in the following minimum sums:
- (a) Employers' liability of £10,000,000 (ten million)
 - (b) Public liability of £5,000,000 (five million)
 - (c) Professional indemnity of £2,000,000 (2 million)
- 8.2 The Service Provider shall provide the insurance policies to the Authorised Officer on request.

9 Authorised Officer

- 9.1 The Authorised Officer shall be the Senior Assurance Officer or such other person nominated in writing by the Council to act in the name of the Council for the purposes of the Contract.

10 Monitoring of the Contract

- 10.1 The Service Provider shall provide the Authorised Officer with any information relating to the carrying out of the Services which the Authorised Officer may reasonably request.
- 10.4 The Council shall be entitled to implement systematic and/or random inspection to ensure that the Service Provider undertakes the Services to the Contract Standard.

11 Termination

- 11.1 The Council reserves the right to terminate this Contract by giving 30 days' written notice.
- 11.2 The Council may terminate the Contract forthwith if it is of the reasonable opinion that the Service Provider:
- (a) is in default in the performance of the Contract.
 - (b) has failed to undertake the Services specified in the Contract or has failed to do so to the Contract Standard and beyond remedy.
 - (c) has attempted to offer a reward contrary to the Bribery Act 2010 or any other relevant statute.

12 Termination consequences

- 12.1 In the event that the Contract is terminated pursuant to this condition 12 the Council will not be obliged to pay to the Service Provider any further sums other than those lawfully owing.

13 Intellectual Property and Delivery up of documents on termination

- 13.1 The Service Provider agrees that the Council shall own all reports and other documents and all other intellectual property produced by the Service Provider under this Contract and shall own all publication rights. The Service Provider shall indemnify the Council against all costs and damages associated with infringements of intellectual property rights in relation to the Services provided by the Service Provider.

14 Status of the Service Provider

- 14.1 During the Term the Service Provider shall not be or purport to be an employee or agent of the Council

15 Anti-fraud

- 15.1 The Service Provider shall be aware of the Council's anti-fraud policies and shall report any suspicions of corruption by employees abusing their position, and by others, to the Chief Internal Auditor, at the Council's Town Hall office.

16 Disclosure and Barring

- 16.1 The Service Provider warrants that its staff are fit and proper persons to undertake the Services and that any staff members who regularly work with vulnerable persons have

- undergone enhanced Disclosure and Barring checks and that the results of those checks were satisfactory
- 16.1 The Service Provider shall provide the original of the Disclosure and Barring check to the Authorised Officer on request
- 17 Variations**
- 17.1 The Authorised Officer may from time to time request the Service Provider to agree to provide additional, different or reduced levels of Services.
- 17.3 The Service Provider shall not vary the services without the written authority of the Authorised Officer.
- 18 Data Protection and Freedom of Information**
- 18.1 The Service Provider shall lawfully process data relating to this Contract in accordance with the provisions of the Data Protection Act 2018 and General Data Protection Regulations 2018 as set out in the Data Schedule below, and shall cooperate with the Council in respect of a Freedom of Information Act 2000 request.
- 19.0 Equal Opportunities**
- 19.1 The Service Provider shall use all reasonable endeavours to comply with all statutory provisions, rules and regulations relating to equality and discrimination.
- 19.2 In the event that any finding of unlawful discrimination by the Service Provider during the Contract period, the Service Provider shall inform the Council the steps it proposes to take to prevent repetition of the unlawful discrimination.
- 20 Complaints in Respect of Service Provision**
- 20.1 The Service Provider shall outline the system proposed for dealing with complaints from members of the public, Council officers and members.
- 21 Disputes**
- 21.1 The parties shall attempt to resolve any disputes or differences and where necessary seek to resolve them by using an alternative dispute resolution procedure.
- 22 Waiver**
- 22.1 Failure by either party to enforce any of the terms or conditions of this Contract shall not be a waiver of them, nor shall such failure create an estoppel.
- 23 Supersedes prior Agreements**
- 23.1 This Contract supersedes any prior contracts or agreements between the parties to undertake the Services whether written or oral and any such prior contracts or agreements are cancelled as at the date of signing of this contract but without prejudice to any rights that have already accrued to either of the parties
- 24 Entire Agreement**
- 24.1 Each party agrees that this Contract, its schedules and any agreed amendments or variations contains the whole agreement between parties relating to the subject matter of the Contract.
- 25 Notices**
- 25.1 Notices and other communications shall be delivered to the addresses stated in this Contract or as otherwise agreed in writing.
- 26 Governing Law**
- 26.1 This Contract shall be governed by English law
- 27 Third Parties**
- 27.1 The Contract (Rights of Third Parties) Act 1999 are expressly excluded from this Contract.

Signed for and on behalf of the Council

Print name.....

Signature.....

Print name.....

Signature.....

Signed for and on behalf of the Service Provider

Print Name.....

Signature.....

SCHEDULE 1 – THE SERVICES

- Specification to be embedded at point of contract compilation

SCHEDULE 2 - INVOICING

Payment Terms

1. The Council operates an electronic only policy for issuing Purchase Orders and receiving Invoices from Service Providers. Service Providers are therefore required to operate in the same way in order to work with the Council.
2. The Council manages Purchases Orders and Invoices electronically through an electronic portal on the internet provided by a third party in partnership with the Council.
3. The electronic portal is offered free of charge to a Service Provider by the Council. The Council will direct the third party partner to make contact with the Service Provider for the Service Provider to create an account within the electronic portal to enable them to operate electronically with the Council.
4. The Service Provider will be able to view their Purchase Orders and the status of their Invoices within the electronic portal in real time.
5. Both the Council and the Service Provider shall adhere to the following procedure in respect of invoicing and payments in respect of the Services:-
 - (a) The Service Provider shall submit to the Council each month (or as otherwise agreed by the Parties in writing) an invoice, by electronic means through the portal only setting out the sums for each type of work together with a record detailing the work carried out, in accordance with the prices tendered and;
 - (b) Once the Council agrees the details of the electronic invoice and the work record it will arrange payment, which will be made within a 30 days of invoice date unless disputed by the Council.
 - (c) Where the Council disputes the amounts entered on an invoice the parties shall discuss the differences and the Service Provider shall submit such further information as required by the Council to verify the invoice sum.
 - (d) Once agreed, the Service Provider shall submit a corrected Invoice as agreed pursuant to Condition 5.1(a), above.
6. Where the Service Provider fails to submit its invoices electronically through the portal the timescale in 5(b) will necessarily increase.

DATA SCHEDULE pursuant to Section 59 of the Data Protection Act 2018

Data Protection Law: the General Data Protection Regulations 2018 (GDPR), the Data Protection Act 2018 (DPA), and all applicable law about the processing of personal data and privacy;

Controller, Processor, Data Subject, Personal Data, Personal, take the meaning given in the DP Law;

1. In its capacity as Data Processor, the Service Provider agrees that it will —
 - (a) act only on instructions from the Council in its capacity as Data Controller,
 - (b) ensure that the persons authorised to process personal data are subject to an appropriate duty of confidentiality,
 - (c) assist the Council by any appropriate means to ensure compliance with the rights of the data subject under this Part,
 - (d) at the end of the provision of services the Service Provider shall —
 - (i) either delete or return to the Council (at the choice of the Council) the personal data to which the services relate, and
 - (ii) delete copies of the personal data unless subject to a legal obligation to store the copies,
 - (e) make available to the controller all information necessary to demonstrate compliance with this schedule, and
 - (f) comply with the requirements of this schedule for engaging sub-processors.
2. The Service Provider may transfer personal data to a third country or international organisation only if instructed by the controller to make the particular transfer.

The table below details the data use under this agreement:- **Counterparty to complete detail herein**

the subject matter	Eg. Data to enable professional training agencies to train Adult Learners on behalf of the Council
the nature of the processing	Data processed into databases (name databases)
the type of personal data	(please complete)
purpose of the processing	(please complete)