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Domestic Violence: Coordinating the Strategic Intervention (DVCI)

Project Evaluation

Terms and Conditions of Contract



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**This Agreement** is made the day of [20 ]

**Between**

1. **The Royal Borough of Kensington and CHELSEA of** Kensington Town Hall, Hornton Street, London W8 7NX, (“the Authority”); and
2. [**name**] [Ltd or Plc] (a company registered in England and Wales under number ……………………) whose registered offices is at [address] (“the Consultant”)

Hereinafter referred to as ‘the Parties’

**Background**

* 1. The Authority wishes to procure an independent evaluation of the Domestic Violence Coordinating the Strategic Intervention (DVCI) Project as part of the RBKC contract with the European Commission Erasmus + Programme for the delivery of the DVCI project.
  2. By a tender dated [ 2017 ] the Consultant has offered to provide such services.
  3. The Authority has accepted the Consultant’s offer subject to the Conditions set out in this document.

1. Definitions And Interpretations
   1. The following terms shall have the following meanings for the purposes of this Agreement:

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| **Phrase** | **Meaning** |
| Acceptance Date | means the date on which the Authority notified the Consultant that it had accepted the Consultant’s tender to provide the Services; |
| Agreement | means this Agreement comprising these Conditions and all the schedules attached hereto; |
| Authorised Officer | means the person (together with any duly authorised deputies) appointed by the Authority to act in such capacity in respect of this Agreement, or any replacement notified by the Authority to the Consultant; |
| Brief | means the Authority’s brief for the Services as included in Schedule 1 (if applicable); |
| Commencement Date | Means on or around 9th of October 2017*);* |
| Completion Date | means *on or around last Project conference in London on or around the last day of DVCI Project – 3rd of November 2017;* |
| Conditions | means the terms and conditions set out in this document (including any Special Conditions); |
| Confidential Information | means information whether or not marked “confidential” that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998; |
| Contract Period | means the period commencing on the Acceptance Date and ending on the date on the Completion Date; |
| EIR | means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to them; |
| Equalities Legislation | all Legislation which makes unlawful discrimination, harassment and/or victimisation on grounds of age, disability, sex, marital or civil partnership status, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation or temporary or part-time status in employment or otherwise including, without limitation, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 or any preceding, successor or amending Legislation concerning the same; |
| Fee | means the sum or rates and prices as set out in the Fee Schedule at Schedule 2; as submitted by the Consultant in their form of Tender; |
| FOIA | means the Freedom of Information Act 2000 and any Subordinate Legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to that Act; |
| Intellectual Property Rights | means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or not), applications for any of the above rights, copyright, database rights, domain, trade or business names, moral rights and any other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off together with all or any goodwill relating or attached thereto; |
| Performance Default | means a breach by the Consultant of its obligations under this Agreement including, for the avoidance of doubt but not limitation, a defect or omission in the provision of the Services or the failure to meet a Key Date; |
| Services | means the services described in Schedule 1; |
| Working Day | means any day from 9:00am until 6:00pm Monday to Friday inclusive other than a day which is a designated as a bank or public holiday in England save that for the purposes of Clause 14 Working Day shall have the meaning ascribed in sub-Clause 14.7; |

* 1. Unless the context requires otherwise, words in the singular shall include the plural and vice versa.
  2. Words importing individuals shall be deemed also to include reference to incorporated and unincorporated associations and vice versa.
  3. A reference to one gender shall include a reference to the other genders.
  4. Headings are included for ease of reference only and shall not affect the construction of the Agreement.
  5. Any reference to any Clause or Schedule or Appendix is, except where it is expressly stated otherwise, a reference to a clause of or schedule or appendix to these Conditions. A reference to a paragraph is to the relevant paragraph of the Schedule in which it appears.
  6. The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
  7. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, consolidation, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
  8. The expressions "subsidiary" and "holding company" shall have the meanings set out in Section 1159 of the Companies Act 2006.
  9. Any references to a "month" or "day" shall be to a calendar month or day respectively.
  10. The Brief takes precedence over the Consultant’s proposal and these terms and conditions of contract take precedence over both

1. The Appointment
   1. The Authority appoints the Consultant to provide the Service for the Contract Period in return for the Fee and subject to the terms of this Agreement.
2. Contract Management
   1. The Authorised Officer
      1. The Authority appoint and keep appointed throughout the duration of this Agreement a person as its Authorised Officer and shall give notice in writing to the Consultant from time to time of: -
         1. the name and contact telephone numbers of any person appointed as the Authorised Officer; and
         2. the removal of any notified person as an Authorised Officer
      2. For the avoidance of doubt, the Authorised Officer shall be entitled to monitor the performance of the Service by the Consultant and shall have the power to intervene in the case of any Consultant default.
3. The consultant’s Obligations
   1. Services to be provided by the Consultant

The Consultant warrants and undertakes that it shall:

* + 1. perform its obligations in accordance with this Agreement
    2. perform the Services with effect from the Commencement Date:
       1. in accordance with Schedule 1 of this Agreement and the contract documents (including but not limited to the Brief and any Proposal (if applicable);
       2. with all the due skill, care and diligence to be expected of a competent Consultant experienced in providing services of a similar kind, scope and complexity as the Services;
       3. in accordance with all applicable Legislation or other legal requirements relevant to the performance of the Services;

4.1.3 use in the performance of its obligations under this Agreement only such persons as are properly and sufficiently trained, qualified, competent, skilled, honest, and experienced in respect of the tasks or duties which they are to perform and the provision of this Agreement.

1. The Fee
   1. In consideration of the Consultant providing the Services in accordance with this Agreement the Authority shall pay to the Consultant the Fee which together with the disbursements if any specified in Schedule 2 (Fee Payments) shall be the sole remuneration due to the Consultant in respect of its obligations under this Agreement.
   2. The Consultant warrants that it has satisfied itself before entering into this Agreement as to the accuracy and sufficiency of the Fee which shall, except where expressly provided to the contrary, cover all the Consultant’s obligations under this Agreement and the Consultant shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Fee.
   3. Subject to Clause 6 (VAT), the Authority shall pay the Fee to the Consultant in accordance with the provisions of Schedule 2 (Fee Payments).
   4. Payment of the Fee shall be made within 30 (thirty) calendar days of receipt of a correct invoice by automated payment mechanism (BACS), unless other payment mechanisms are agreed in writing between the Authority and the Consultant.

Upon appointment the Authority will issue an Official Order to the Consultant. Invoices, quoting the Order Number must be submitted electronically to [RBKC.invoices@intelligentcapture.co.uk](mailto:RBKC.invoices@intelligentcapture.co.uk)

5.6 The Council and the Consultant shall give an early warning by notifying the other as soon as either becomes aware of any matter which could increase the Fee, delay completion, change the accepted programme, delay meeting a key date or affect the work of the Council.

1. Value Added Tax
   1. All sums payable under this Agreement unless otherwise stated are exclusive of Value Added Tax) (“VAT”) and other duties or taxes.
   2. The Authority shall pay to the Consultant such VAT as is properly payable in respect of the services subject to the Consultant submitting to the Authority a proper and correct VAT invoice therefor.
2. Variation to the Services
   1. Either party may propose a variation by giving written notice to the other party. Neither Party shall be obliged to give its consent to a variation save that in the event that a variation is proposed as a consequence of a change in law neither Party shall unreasonably withhold its consent to such variation or any reasonable modification to the contract.
   2. A variation shall not be effective unless it is recorded in writing and signed by the Authorised Officer and the Contract Manager and accordingly neither the Authority nor the Consultant shall implement a variation other than one which is in accordance with this Clause 7.
3. Intellectual Property
   1. This Agreement, together with all Intellectual Property Rights in it, shall be the exclusive property of the Authority.
   2. Any and all Intellectual Property Rights developed under this Agreement or arising from the provision of the Services by the Consultant shall belong to the Authority absolutely and the Consultant agrees that in the event that by operation of law any such Intellectual Property Right does not automatically vest in the Authority the Consultant shall execute or cause to be executed (by its staff if necessary) including following expiry or termination of this Agreement all deeds, documents and acts required to assign such Intellectual Property Right to the Authority with full title guarantee.
   3. The Consultant shall not cause suffer or permit anything which may damage or endanger the intellectual property of the Authority or the Authority’s title to it, nor assist or allow others to do so.
   4. The provisions of this Clause 8 shall survive the expiry or earlier termination of this Agreement without limit in point of time.
4. Audit and Information
   1. The Consultant shall keep full and proper records in relation to the performance of its obligations under this Contract and provide the Authority with any information regarding such records as may be reasonably requested in writing by the Authority and/or its internal or external auditors having regard to the Authority’s duties and responsibilities as a public authority.
   2. The provisions of this Clause 9 shall survive the expiry of Termination of this Agreement and shall continue in force in accordance with their terms.
5. Confidentiality
   1. The Consultant shall not use any Confidential Information issued or provided by or on behalf of the Authority in connection with this Agreement otherwise than for the purpose of this Agreement (except with the prior written consent of the Authority).
   2. Without prejudice to the generality of its obligations under Clauses 10.1 the Consultant shall take all necessary precautions to ensure that all Confidential Information obtained from the Authority under or in connection with this Agreement is given only to such of the Consultant’s employees, Sub-contractors, professional advisers or consultants as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;
   3. The provisions of Clauses 10.1 to 10.2 inclusive shall not apply to any information:
      1. which is already in the public domain other than through previous default by the party making the disclosure or any other person to whom that party is permitted to disclose such information under this Agreement;
      2. which is required to be disclosed by law
      3. which is disclosed by the Authority in accordance with the FOIA or EIR or otherwise;
      4. was already in the possession of the party making the disclosure without restrictions as to its use before it came into that party's possession or knowledge as a result of or in connection with this Agreement;
      5. is reasonably required by any person engaged in the performance of their obligations in relation to this Agreement for the performance of those obligations;
   4. The provisions of this Clause 10 shall survive the expiry or earlier termination of this Agreement without limit in point of time.
6. Freedom Of Information
   1. The Consultant acknowledges that, in order to comply with the FOIA and the EIR, the Authority may be obliged, on request, to provide or consider the provision of information to third parties where that information constitutes or may constitute Confidential Information. Subject to the provisions of this Clause 11, the Consultant shall assist and co-operate with the Authority (at the Consultant's expense) to facilitate the Authority’s compliance with the FOIA and/or EIR in that regard.
7. Liability
   1. Subject to Clause 12.2 the Consultant shall indemnify the Authority, and keep it indemnified, from and against any and all losses, costs, expenses, damages, claims demands or proceedings whatsoever and howsoever to the extent arising directly (but not indirectly or consequentially) whether in contract tort including negligence under statute in common law or otherwise out of the act default negligence breach of contract breach of statute or statutory duty by the Contractor or any of its employees or agents acting within the course of their employment or any of its sub-Contractors and their employees or agents.
   2. Neither Party limits its liability for death or personal injury caused by the negligence of the itself or any of its employees or agents acting in the course of their employment or in respect of a misrepresentation made fraudulently or in respect of any breach of an implied terms in respect of title to goods.
   3. **Insurance**
      1. Without limiting its liability hereunder the Consultant shall maintain throughout the duration of this Agreement and for a period of six (6) years following its expiry of early termination with an insurance company of good repute and at its own cost the following policies of insurance:
         1. Professional Indemnity liability with a limit of indemnity of not less than two million pounds (£2,000,000) per claim or series of claims arising out of one event;
         2. Public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) per claim or series of claims arising out of one event;
         3. Employer’s liability insurance in accordance with the Employer’s Liability (Compulsory Insurance) Act 1969 with a limit of indemnity of not less than five million pounds (£ 5,000,000) per claim or series of claims arising out of one event.
      2. The Consultant shall at the Commencement Date and thereafter upon request produce to the Authorised Officer for inspection the originals of the policies effecting the insurances referred to in this Clause 12 or evidence in the form of a broker’s letter that such policies are in place;
8. Defects In The Performance Of The Services
   1. The Consultant shall be responsible for correcting any Performance Default including, but not limited to, any Performance Default drawn to its attention in a written notice from the Authority.
   2. Without prejudice to the generality of Clause 13.1, in the event of a Performance Default the Authority shall be entitled to:
      1. issue a written notice to the Consultant (a “Default Notice”) which notice shall specify the Performance Default and in the event that such default is capable of remedy shall specify a reasonable period within which the Consultant shall effect a remedy;
      2. withhold payment of the Fee (or any instalment of the Fee) until the Performance Default is remedied
   3. In the case of a Default which is capable of remedy the Consultant shall remedy such Default at no cost to the Authority and within the period specified in the Default Notice or, if no such timescale is stipulated, as soon as possible.
   4. If the Consultant fails to remedy a Performance Default within the time specified in the Default Notice the Authority shall be entitled to itself remedy or to instruct a third party to remedy the Performance Default (if such default is capable of remedy by the Authority or a third party) and shall be entitled to deduct the cost it incurs in effecting such remedy from the Fee or any instalment of the Fee under Clause 38 or recover the same from the Consultant as a debt due.
   5. If it is not possible to remedy a Performance Default, the Authority shall be entitled in respect of such default to deduct from the Fee or any instalment of the Fee an amount equal to the value of the loss or damage suffered by the Authority arising directly or indirectly from the Performance Default including in respect of wasted staff and management time.
   6. The provisions of this Clause 13 are without prejudice to any other right or remedy available to the Authority under this Agreement or at law.
9. Termination
   1. The Authority may terminate this Agreement without liability to the Consultant by giving to the Consultant written notice having immediate effect or after such period as the Authority may determine if:-
      1. the Consultant is in material breach of any of its material obligations under this Agreement and in the case of a breach capable of remedy fails to remedy such breach within the period given for it to be remedied in the Default Notice; or
      2. the Consultant or any of its employees or agents acting or purporting to act on the Consultant’s behalf commits an act which is an offence under the Enterprise Act 2000;
      3. the Consultant makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
      4. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Consultant; or
      5. the Consultant ceases, or threatens to cease, to carry on business; or
      6. the Consultant or any of its employees shall have committed any offence under the Bribery Act 2010.
10. Consequences of Expiry or Termination
    1. Termination shall be without prejudice to the rights and remedies of the Authority and the Consultant accrued before such termination and nothing in this Agreement shall prejudice the right of either party to recover any amount outstanding as at the date of such Termination.
    2. Upon the completion of the Services or expiry or termination (for whatever reason) the Consultant shall: -
       1. forthwith cease to provide the Services;

15.2.2 without prejudice to the Authority’s other rights in this Agreement within 10 (ten) calendar days following Termination or the completion of the Services at the Consultant’s own cost return to the Authority or if instructed by the Authority to do so dispose of in accordance with the Authority’s instructions all and any documents, data (including Personal Data and Sensitive Personal Data where applicable) and other information and materials relating to the Service;

15.2.3 make good to the Authority any accounting discrepancy and/or loss or damage attributable to a Performance Default by the Consultant, its Staff, sub-Contractors and agents.

* 1. In the event that the Consultant fails to comply with its obligations in Clause 15.2.3 the Authority shall be entitled to recover its reasonable costs incurred in connection with exercising its rights pursuant to Clause 15.2.3 such sum to be recoverable by the Authority from the Consultant as a debt due.
  2. The provisions of this Clause 15 shall survive the expiry or early termination of this Agreement without limit in point of time.

1. Dispute Resolution
   1. In the event that any dispute arises between the Parties in connection with this Agreement, the matter shall be referred to a senior officer of the Authority and a senior representative of the Consultant for resolution.
   2. If any dispute is not resolved within 20 Working Days of the referral under Clause 16.1 (or such longer period as the Authority and the Consultant may agree) then the Parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure 2001 (the “Model Procedure”) or such later edition as may be in force from time to time.
   3. If the dispute is not resolved within 10 Working Days of the mediation, then the Parties may litigate the matter.
2. Data Protection
   1. For the purposes of this Clause 17, “Processing”, “Data Processor” and “Data Controller” shall have the meanings ascribed to them in the Data Protection Act 1998 (the “DPA”). “Personal Data,” shall mean Personal Data as defined in the DPA which is either supplied to the Consultant by the Authority or is obtained by the Consultant in the course of performing its obligations under this Agreement”.
   2. In relation to all Personal Data the Consultant shall at all times comply with the DPA as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Services.
   3. The Consultant shall only undertake Processing of Personal Data reasonably required in connection with the Services and shall not transfer any Personal Data to any country or territory outside the European Economic Area.
   4. The Consultant shall not disclose Personal Data to any third parties other than (a) to employees to whom such disclosure is reasonably necessary in order for the Consultant to carry out the Services; and (b) to the extent required under a court order;
   5. The Consultant shall bring into effect and maintain all necessary technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability of staff having access to the Personal Data.
   6. The Consultant shall indemnify and keep indemnified the Authority against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this Clause 17 by the Consultant and/or any act or omission of any sub-contractor.
3. Equal Opportunities and Race Relations
   1. The Consultant shall at all times comply with the Equality Act 2010 (the “Act”) and all relevant codes of practice in respect of its treatment of its employees and in the performance of the Services. In particular, the Consultant shall in its performance of its obligations in this Agreement take (and shall ensure that its servants, agents, employees and sub-Contractors take) all reasonable steps to eliminate unlawful discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act; advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the Act) and persons who do not share it; and foster good relations between persons who share such a protected characteristic and persons who do not share it. The Consultant shall also ensure that it and its servants, agents, employees and sub-Contractors provide all relevant information in this regard to the Authority so that the Authority can assess its own compliance with its general and specific duties under the Act.
4. Assignment and Sub-Contracting
   1. The Consultant shall not without the prior written consent of the Authority which consent the Authority shall be absolutely entitled to withhold or make subject to such conditions as it may require:
      * 1. assign, charge, novate or create any interest in including by way of a trust or otherwise deal with its rights or obligations arising under the Contract or any part thereof; or
        2. sub-contract the provision of the Services or any part thereof provided.
      1. Any consent given by the Authority under sub-Clause 24.1.1, shall, not relieve the Consultant from any liability or obligation under this Agreement so that the Consultant shall be responsible for the acts, defaults or neglect of any sub-contractors in all respects as if they were the acts, defaults or neglect of the Consultant. Any breach by the Consultant of Clauses 24.1.1 to 24.1.3 shall constitute a substantial and material breach of Contract by the Consultant.
5. No Agency Partnership Employment Or Tenancy
   1. The Consultant shall not: -
      1. be, act or hold itself out as an agent of the Authority; nor
      2. make any representations or give any warranties to third parties on behalf or in respect of the Authority; nor
      3. bind or hold itself out as having authority or power to bind the Authority.
   2. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties nor any landlord and tenant relationship.
6. Waiver
   1. The failure or neglect by either party to enforce at any time any term or provision of this Agreement or to exercise any right or remedy available to it under this Agreement or at law shall not be construed nor be deemed to be a waiver thereof nor in any way affect the validity of the whole or any part of this Agreement nor cause any diminution of the obligations established by this Agreement nor shall any waiver of a breach constitute a waiver of any subsequent breach whether such breach shall be a like breach or not or of the same term or not nor shall a waiver of any right to enforce any term or provision of this Agreement constitute a waiver of the right to subsequently enforce such term or provision or any other term or provision.
7. Notices
   1. Except as otherwise provided in this Agreement all notices or communication which are given under this Agreement shall be in writing and shall be sent to the recipient by notice given in accordance with the provision of this Clause 22.
   2. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served as follows:
      1. by hand when delivered, if by first class post 48 hours after posting, if by facsimile transmission when dispatched, subject to satisfactory transmission reports being received by the sender.
8. Force Majeure
   1. If either party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event that party will have no liability to the other for that failure to perform provided that such party could not with reasonable prudence and foresight have prevented overcome or avoided the failure.
   2. The Authority shall not be liable to make any payment to the Consultant in respect of the suspension of the Service or any part of it by reason of an event of Force Majeure and any sum already paid in respect of any part of the Service not yet performed shall be held to the credit of the Authority and returned to the Authority.
   3. The Force Majeure Events are explosion, war, civil disorder, fire or flood, actual or threatened terrorist attack.

**24 GENERAL**

24.1 The Consultant shall not without the prior consent of the Authority publish alone or in conjunction with any other person any articles or other information nor make any statement in or to the press or in any media relating to the Services provided that the Consultant shall be entitled to disclose that it is providing the services to the Authority.

24.2 If any provision of this Contract is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected thereby.

24.3 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Consultant to the Authority, the same may be recovered as a debt or deducted from any sum then due, or which at any time thereafter may become due to the Consultant under this Agreement or under any other contract between the Consultant and the Authority.

24.4 This Agreement is not exclusive and the Authority shall be entitled to procure services of the same or similar nature to the Services from any third party or carry them out itself.

24.5 The Parties do not intend that any term of this Contract be enforceable by any third party.

24.6 This Agreement constitutes the entire agreement and understanding between the parties in relation to the subject matter hereof and supersedes all prior representations, arrangements, understandings, agreements, statements, or warranties (whether written or oral) relating to the same.

**25 Law and Jurisdiction**

This Agreement shall be governed by the laws of England, and the Consultant agrees to submit to the exclusive jurisdiction of the English courts.

This Document is signed on the date stated at the beginning of this contract.

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| **Authorised to sign on behalf of the Council:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**    **Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Authorised to sign on behalf of the Contractor**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

Schedule 1 The Services

**DESCRIPTION OF THE PROJECT**: Launched in November 2016, DVCI is a two year, Erasmus+ funded project delivered in four countries (UK, Spain, Greece and Romania) by five organisations (The Royal Borough of Kensington and Chelsea, Standing Together Against Domestic Violence, The Region of Murcia, Dimitra and Catharsis).

The DVCI project aims to increase the skills and expertise of professionals, including statutory commissioners and policy makers, who are responsible for leading and coordinating responses to domestic violence (DV) and other forms of violence against women and girls (VAWG). The DVCI project will develop, test and implement innovative, work-based accredited training to support the crucial role of DV Strategic Coordination.

VAWG is a wide-spread and systematic violation of women’s full enjoyment of their human rights and is a problem faced by every society on a global scale. It raises a barrier to any effort to build peace, sustainable development and gender equality. VAWG is a multi-faceted issue that links to, and impacts on, a range of other social issues including poverty, unemployment, youth crime, homelessness, child abuse, health, and problematic substance use.

In the UK, the role of Domestic Violence Coordinator (DVC) role has become established across local and regional authorities to coordinate local partnerships and interventions. Standing Together has established the national DVC network to support networking and capacity building amongst DVCs. Currently, job descriptions and levels of skills and influence differ vastly, and there is no standard training that focuses on strengthening competencies and skills to support the role of DV Strategic Coordination. Professional training the DV field in the UK and partner countries, Romania, Spain and Greece is focused on supporting a range of front line roles. The DVCI project addresses this gap.

The following principles underpin the DVCI Project:

1. The **Coordinated Community Response**
2. **A Gendered approach** and understanding of violence against women as cause and consequence of gender inequality.
3. **Intersectionality,** an understanding and awareness of the multiple layers ofdiscrimination survivors may face.
4. **Survivor-centred**: improving outcomes for survivors andsurvivors’ needs are at the centre of all activities and outputs.

**Aims and Objectives and Key Deliverables of the DVCI Project**

1. To share good practice and develop an EU core curriculum and competencies for the DV Strategic Coordination role, involving relevant agencies with responsibility for dealing with DV and VAWG.
2. To develop nationally-adapted curricula for developing and delivering a coordinated community response to DV in the UK, Greece, Romania and Spain.
3. To pilot and accredit innovative work-based Vocational Educational Training (VET) to 160 professionals with responsibility for leading or coordinating DV interventions in four national contexts (45 in the UK, Romania and Greece, 25 in Spain).
4. To raise awareness of the need to improve skills of DV coordinators at a local, national and EU level and promote the EU curricula and training to support improved services for victims of DV and VAWG.

# DVCI Project Outcomes:

**At a local and national level, the project will result in**

* Improved competencies and skills of DV Strategic Coordinators, better trained and thus able to have a positive impact on those affected by domestic violence.
* Improved coordinated community response to DV, in a variety of settings, with victims of DV and other forms of VAWG receiving better, consistent and effective support as a result.
* DV Strategic Coordinator knowledge and skills are recognised and accredited, professionalising the role.

**At an international level the project will result in**

* The project will raise awareness of the Coordinated Community Response model and
* The need to recognise and professionalise DV coordination

The EU Core Curriculum and manual will raise awareness of the core competences and skills required and how to adapt these to different national contexts.

The manual will be relevant to DV Coordinators across the EU. The dissemination strategy will encourage other CVET providers and decision makers at a national and local level across the EU to adapt the training to their own context.

# Scope of Work for Evaluation:

**The consultant will complete the following scope of work:**

1. **Develop methodology** – work with DVCI project partners to refine methodology for collecting data and evaluating the pilot. The supplier will need to develop and/or coordinate a framework by which the individual partners and the entire programme of work can be measured for its impact and its contribution to a coordinated community response to VAWG. This will include attendance at the Transnational Workshop in Romania, November 2017 where the consultant/organisation will meet with partners.
2. **Data Collection** from all DVCI partners (both qualitative and quantitative) and key stakeholders/ participants in the pilot courses
3. **Data Analysis** that clearly highlights the effectiveness of the project and partnership model of activities.
4. **Liaison** with project partners in UK, Greece, Romania and Spain and attendance at the Transnational Workshop 3 in Romania in November 2017 (cost of the payment amount is specified in **2.2**)
5. **Interim Evaluation Report** will be required by 22 November 2017.
6. **Final Evaluation Report** – the final output will be a single research report that integrates findings from all aspects of the research. The report should be more than a collection of qualitative and quantitative data – it should seek to analyse the effectiveness of the project and partnership model of activities and make bold recommendations that can be presented to Senior Managers at each of the partner agencies, Local, Regional, National, and European Leaders; This will be submitted to the European Commission as part of the larger funding agreement between them and Kensington and Chelsea**.**
7. **Presentation of findings – the consultant(s) will be asked to present findings at local, regional and/or international forums and at the final dissemination conference in London at the end of the DVCI project in November 2018.**

# Timescales:

An **interim evaluation** report must be delivered to the Royal Borough of Kensington and Chelsea in electronic and paper form **by 22 November 2017**. The interim evaluation will focus on establishing a baseline against which to evaluate the overall impact of the project.

The **final report** is due **by 17 October 2018**. Two weeks will be required for the DVCI steering group to review and comment on the evaluation report before it is finalised and submitted to the European Commission by the end of the project in November 2018.

Schedule 2 Fee Payments

A total of …………. hours of work to be completed on the project at a rate of £…….. per hour for a total of £6,000 that will include expenses related to travel and translation.

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| **Dates worked** | **Total hours worked** | **Labour cost** | **Expenses** | **Total invoice** | **Paid by date** |
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