**Camden Organisational Development and Learning & Development**

**Contract for learning services**

**Between:** Camden Organisational Development and Learning & Development *(Hereafter referred to as ‘OD and L&D’ or ‘The Council’ or ‘The Authority’)*

**and:**

*(Hereafter referred to as ‘Learning Provider’ or ‘The Contractor’)*

**Contract start date: Contract end date:**

1. **Appointment**
	1. OD and L&D has agreed for above named Learning Provider to provide services (hereafter referred to as ‘work’) as part of the OD and L&D trainer procurement pool.
	2. A description of the service to be provided by the Learning Provider can be found in Schedule 1: Commissioning work against the learning contract at the end of this contract. Once the fees and the work have been agreed, and the learning provider is under contract, the work can be formally agreed in writing binding the contract which will be attached to Schedule 1.
	3. Unless otherwise expressly stated, the work shall include the first preliminary discussion, all the design and delivery, learning resources, evaluation and any such other work that is agreed and confirmed in writing.
	4. OD and L&D is under no obligation to provide work for the Learning Provider and the Learning Provider is under no obligation to accept work offered by OD and L&D.
	5. The work will be carried out by the Learning Provider appointed, who may not sub-contract work without the prior agreement in writing from OD and L&D.
	6. All OD and L&D events are subject to quality assurance exercises. Learning Providers will not always be notified in advance. Events are evaluated with the aim of constantly monitoring the quality and impact of provision and pursuing continuous improvement.
	7. All Learning Providers are expected to keep their presenters/facilitators’ continuous professional development up to date and provide a record upon request.
2. **Principles**
	1. The Learning Provider’s presenters/facilitators will conduct themselves in a proper, skilful and professional manner ensuring that learners receive a positive experience.
	2. Learning is expected to be based on current research and evidenced good practice.
	3. The Learning Provider shall not use any opportunity presented by OD and L&D to support any organisation or activity which is likely to bring OD and L&D into disrepute; or enter into any agreement with any political or religious organisation if the effect of that agreement would be to promote a particular political or religious point of view.
	4. Information gained as a result of carrying out the work will be confidential.
	5. The Learning Provider shall not market any other resources, events, artefacts or services except with the prior written agreement from the head of OD and L&D.
	6. The Learning Provider shall not agree any further work with learners or solicit further work from OD and L&D partners without written agreement from the head of OD and L&D.
	7. The Learning Provider shall take all necessary precautions to ensure that all confidential information is treated appropriately under the Data Protection Act.
	8. The Learning Provider will ensure the safety, security, and privacy of learners whether the event is hosted in a physical or virtual environment.
3. **Copyright, access to documents and learning resources**
	1. Where development of learning, assignment or consultancy is commissioned as new by OD and L&D, the entire copyright in all material written by the Learning Provider in the course of carrying out this work will be held by OD and L&D, who shall have the exclusive right to publish any such material throughout the legal term of copyright. Any use of this material by the Learning Provider to market and deliver learning outside of this contract shall be subject to a separate agreement with OD and L&D.
	2. Where learning has been devised independently by a Learning Provider and is procured as part of this contract, the entire copyright in all material written by the Learning Provider in the course of carrying out this work will be held by the Learning Provider, who shall have the exclusive right to publish any such material throughout the legal term of copyright.
	3. Any course descriptions or event outlines provided by the Learning Provider may be used by Camden OD and L&D for marketing purposes.
	4. The use of London Borough of Camden logos, or any reference to work done with or on behalf of the organisation must be agreed in writing with OD and L&D.
	5. Access to documents
		1. The Learning Provider shall comply with any Code of Practice on access to official information issued by Camden Council or Her Majesty’s Government, and shall promptly respond to reasonable requests for information.
		2. The Learning Provider shall, upon termination of this contract, immediately deliver to OD and L&D all correspondence, documents, specification papers and property belonging to OD and L&D that may be in his/her possession or under his/her control.
	6. Learning resources
		1. The Learning Provider is responsible for the preparation, printing and delivery of all learning resources to the required professional standard by the dates as set out in the written confirmation of arrangements.
4. **Course administration**
	1. The Learning Provider is responsible for the safe and efficient administration of each event. This includes:
		1. The Learning Provider will be given access to the learning management system, Learning Pool, so they can view bookings when required. The Learning Provider can monitor the progress of their event using the online facilities available through Learning Pool <https://camden.learningpool.com/>, raising any concerns with OD and L&D.
		2. agreeing any changes to the programme with OD and L&D, providing updated information for publication.
		3. where the event is taking place in the physical environment the Learning Provider will inform all attendees about evacuation procedures in the event of a fire or incident alarm.
		4. where the event is taking place in the physical environment the Learning Provider will provide information on facilities available, for virtual events this will be done by establishing arrangement around break times for the event.
		5. ensuring completion of the register and allowing enough time for learners to complete evaluations.
		6. distributing any other resources as requested/required by OD and L&D.
		7. returning any information or equipment to OD and L&D after the session has concluded
	2. The Learning Provider shall notify the OD and L&D of any health and safety risks which may arise in connection with the Work.
	3. The Learning Provider is asked to advise OD and L&D of any special needs relating to mobility access to physical events or any other access requirements to either physical/virtual events, or other particular needs to ensure appropriate facilities are available.
	4. Where an event involves contact with children/young people/adults at risk of harm or children/young people/adults at risk of harm’s data, the Learning Provider will provide OD and L&D on request with documentary evidence that a recent Disclosure and Barring Service check (DBS) confirms that the Learning Provider and any other presenters/facilitators are approved for such work.
5. **Prices, fees, payment and expenses**
	1. The prices/fees/expenses payable for the work shall be agreed for each piece of work separately and documented in the written confirmation of arrangements which will be attached to Schedule 1: Commissioning work against the learning contract upon agreement being reached. Delivery of consultancy or a course programme and administration undertaken by the Learning Provider. The Learning Provider shall not be entitled to any other payment in respect of the provision of the work unless otherwise stated in the written confirmation of arrangements.
	2. After the learning session / consultancy period, it is the responsibility of the Learning Provider to invoice OD and L&D promptly, using the appropriate Camden Council procedure.
	3. Payment will be approved upon receipt of a completed register and delegate evaluations.
	4. Cancellation fees

Unless otherwise agreed:

* + 1. If the Learning Provider is given notice of cancellation at least 10 working days prior to an event, there will be no fee payable by OD and L&D.
		2. If the Learning Provider is given notice of cancellation between 9 and 5 working days prior to an event, a payment of 50% of the fees agreed in the written confirmation of arrangements will be payable by OD and L&D.
		3. If the Learning Provider is given notice of cancellation on or after 4 working days prior to an event, the fee agreed in the written confirmation of arrangements will be payable in full by OD and L&D.
		4. If a development fee was agreed prior to the cancellation of the event then the OD and L&D will honour payment of all agreed development fees upon completion of the agreed development work.
		5. If the Learning Provider cancels for any reason no fees will be paid.
		6. Cancellation by either party will be confirmed in writing.
		7. Cancellation fees will not be paid in the event of national or local emergencies that are beyond the control of OD and L&D. However, every effort will be made to reconvene the learning event.
1. **Insurance and benefit**
	1. Neither party excludes or limits liability to the other party for:
2. death or personal injury caused by its negligence; or
3. fraud; or
4. fraudulent misrepresentation; or
5. any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
	1. Subject to **Condition 6.3,** the Learning Provider shall indemnify OD and L&D and keep OD and L&D indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the services or the performance or non-performance by the Learning Provider of its obligations under the Contract or the presence of the Learning Provider or the Learning Provider’s staff, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Learning Provider, or any other loss which is caused directly or indirectly by any act or omission of the Learning Provider.
	2. The Learning Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of OD and L&D or by breach by OD and L&D of its obligations under the Contract.
	3. It is a condition of this agreement that the Learning Provider shall take out Public liability Insurance:
		1. as a minimum of £2m cover for all presenters/facilitators that do not deliver courses with a physical component; and / or
		2. as a minimum of £5m cover for presenters/facilitators that deliver courses that pose a potential physical risk (e.g. Health and Safety and Occupational therapy).
	4. The Learning Provider confirms that he/she is responsible for his/her own insurance arrangements (and will supply a copy of the appropriate certificate of insurance on request as proof of cover).
	5. This agreement does not form the basis of an employment relationship between OD and L&D and the Learning Provider. The Learning Provider is responsible for accounting for his/her own tax and National Insurance contributions including those deducted at source where evidence of self-employment is unavailable.
	6. The Learning Provider acknowledges that he/she is not eligible to receive any of the benefit of employment provided by London Borough of Camden such as holiday pay, sick pay etc.
	7. The Learning Provider is not an agent of OD and L&D and cannot create any obligations for it.
6. **Equal opportunities**
	1. Where applicable the Learning Provider shall do all it reasonably can to seek the elimination of all forms of discrimination in its employment practices, ensuring that in the management and provision of its services no person is discriminated against whether directly or indirectly or by way of victimisation or harassment in relation to sex, religion, race, disability, colour, nationality, ethnic or national origins, marital status, maternity, paternity, gender reassignment, age, part time or temporary status and sexual orientation in accordance with an established single equality scheme (as amended from time to time). The Learning Provider shall provide a copy of its equal opportunities policy to the Council upon request.

1. **Freedom of information and data protection**

**8.1 Freedom of Information**

The Council is subject to the provisions of the Freedom of Information Act 2000 (“the FOIA”). As such the Contractor acknowledges that the Council may be obliged to disclose information relating to this Agreement and shall not be liable to Contractor or any other person for any loss suffered as a result of a bona fide disclosure of information under the FOIA. More particularly:

* + 1. upon receipt of a request for information the Council shall, wherever possible, consult with the Contractor and take into account its views on disclosure and the applicability of any exemptions;
		2. not respond directly to a request for information under FOIA and shall instead pass any request to the Council within two Working Days of receipt; and
		3. provide the Council with a copy of all information in its possession or power in a form that the Council requires within five Working Days of request at no cost to the Council; and
		4. provide all necessary assistance as reasonably requested by the Council to respond to a request for information within the time for compliance set out in FOIA or any other similar legislation, regulations guidelines or codes of practice.

**8.2 Data Protection**

8.2.1Definitions

“**Controller**” shall have the same meaning as set out in the GDPR and for the purposes of this Contract shall be the Council;

**“Data Loss Event”** shall mean any event that results, or may result, in unauthorised access to Personal Data held by the Contractor 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”** shall mean an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

**“Data Protection Legislation”** shall mean:

1. the GDPR, the LED and any applicable national implementing Law as amended from time to time
2. the DPA 2018 to the extent that it relates to processing of personal data and privacy;
3. all applicable Law about the processing of personal data and privacy;

**“Data Protection Officer”** shall have the same meaning as set out in the GDPR and for the purposes of this Contract shall be identified in the Schedule of Processing, Personal Data and Data Subjects ;

**“Data Subject”** shall have the same meaning as set out in the GDPR and for the purposes of this Contract shall be identified in the Schedule of Processing, Personal Data and Data Subjects ;

**“Data Subject Access Request”** shall mean 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 2018”** Data Protection Act 2018

**“GDPR”** shall mean the General Data Protection Regulation (Regulation (EEA) 2016/679);

**“Law”** shall mean any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

**“LED”** shall mean the Law Enforcement Directive (Directive (EEA) 2016/680);

**“Personal Data”** shall have the same meaning as set out in the GDPR and for the purposes of this Contract shall be identified in the Schedule of Processing, Personal Data and Data Subjects ;

**“Personal Data Breach”** shall have the same meaning as set out in the GDPR and includes but is not limited to the exposure or potential or possible exposure of data including but not limited to Personal Data to any third parties to the Contract or those who have neither a contractual nor statutory right of access to the data including any circumstances in which such exposure or possible exposure would constitute a breach of the provisions of the Data Protection Legislation;

“**Process**” has the meaning given to it under the Data Protection Legislation and for the purposes of this Contract, the processing activities taking place are described in the Schedule of Processing, Personal Data and Data Subjects ;

“**Processor**” shall have the same meaning as set out in the GDPR and for the purposes of this Contract shall be the Contractor;

**“Protective Measures”** shall mean the appropriate technical and organisational measures which may include: psonymising 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 the such measures adopted by it;

**“Staff”** shall mean all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement;

**“Sub-processor”** shall mean any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

8.3 The Parties shall (and shall procure that any of its Personnel) duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Contract.

8.4 The Provider may be requested to obtain an appropriate accreditation certificate as required by the Council, to demonstrate such compliance with Data Protection Legislation.

8.5 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Contractor is the Processor.

8.6 The Contractor shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.

8.7 The Contractor shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:

1. a systematic description of the envisaged processing operations and the purpose of the processing;
2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
3. an assessment of the risks to the rights and freedoms of Data Subjects; and
4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

8.8 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

1. Process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects , unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Council before processing the Personal Data unless prohibited by Law;
2. ensure it does not knowingly or negligently do or omit to do anything which places the Contractor or the Council in breach of the Council’s obligations under the Data Protection Legislation;
3. ensure that it has in place Protective Measures to protect against:
	* + 1. unauthorised or unlawful processing of Personal Data;
			2. accidental loss or destruction of, or damage to, Personal Data,

and such measures to be reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:

1. nature of the data to be protected;
2. harm that might result from a Data Loss Event;
3. state of technological development; and
4. cost of implementing any measures;
5. ensure the Personal Data is kept and stored securely in accordance with any reasonable requirements of the Council;
6. ensure that:
7. the Staff do not process Personal Data except in accordance with this Agreement (and in particular the Schedule of Processing, Personal Data and Data Subjects );
8. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
9. are aware of and comply with the Contractor’s duties under this Condition;
10. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
11. 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 Council or as otherwise permitted by this Agreement; and
12. have undergone adequate training in the use, care, protection and handling of Personal Data;
13. not transfer Personal Data outside of the EEA unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
14. the Council or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Council;
15. the Data Subject has enforceable rights and effective legal remedies;
16. the Contractor 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 Council in meeting its obligations); and
17. the Contractor complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data; and
18. at the written direction of the Council, securely destroy or return Personal Data (and any copies of it) to the Council on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

8.9 The Contractor shall notify the Council immediately if it:

1. is in breach of the Protective Measures required to be put in place pursuant to Condition 16.7(c);
2. receives a Data Subject Access Request (or purported Data Subject Access Request);
3. receives a request to rectify, block or erase any Personal Data;
4. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
5. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
6. 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
7. becomes aware of a Data Loss Event, and without undue delay and in any event within 24 hours, the Contractor shall notify the Council, by:
8. contacting the Authorised Officer; and
9. calling the Council’s ICT Helpdesk on 0207 974 4321; and
10. emailing the Council’s Data Protection Officer dpo@camden.gov.uk

to inform them of the Data Loss Event, including in its notification to the Council:

* + 1. a description of the Data Loss Event including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned; and
		2. a description of the measures that the Contractor has taken or proposes to take to address the Data Loss Event, including, where appropriate, measures to mitigate its possible adverse effects

8.10 Following the Contractor’s notification of a Data Loss Event under Condition 16.9(g), the Contractor shall immediately assess the risks and consequences of the Data Loss Event and take measures, including:

to mitigate the possible adverse effects of the Data Loss Event; and

to protect the data and the interests/safety of the Data Subject and/or Data Controller, and inform the Council as to the measures that it has taken.

8.11 The Contractor’s obligation to notify under Condition 16.9 shall include the provision of further information to the Council in phases, as details become available.

8.12 Taking into account the nature of the processing, the Contractor shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Condition 16.9 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:

* 1. the Council with full details and copies of the complaint, communication or request;
	2. such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
	3. the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
	4. assistance as requested by the Council following any Data Loss Event;
	5. assistance as requested by the Council with respect to any request from the Information Commissioner’s Office, or any consultation by the Council with the Information Commissioner's Office.

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

1. the Council determines that the processing is not occasional;
2. the Council determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
3. the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

8.14 The Contractor shall provide the Council with such information as the Council may reasonably require to satisfy itself that the Contractor is complying with its obligations under the Data Protection Legislation, in relation to this Contract.

8.15 The Contractor shall allow for audits of its data processing activity by the Council or the Council’s designated auditor, in accordance with the Contract’s Audit Condition to inspect and audit, the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract and Data Protection Legislation.

8.16 The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.

8.17 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:

1. notify the Council in writing of the intended Sub-processor and processing;
2. obtain the written consent of the Council;
3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Condition such that they apply to the Sub-processor; and
4. provide the Council with such information regarding the Sub-processor as the Council may reasonably require.

8.18 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

8.19 The Contractor shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Contractor or its Staff of this Condition, including but not limited to any fine imposed by the Information Commissioner’s Office upon the Council for a Data Loss Event caused by the Contractor, its Staff and any appointed Sub-processors.

8.20 The Contractor may, at any time on not less than 30 Working Days’ notice, revise this Condition by replacing it with any applicable controller to processor standard Conditions or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by variation to this Contract, subject to the Council’s prior written agreement).

8.21 The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Council may on not less than 30 Working Days’ notice to the Contractor amend this Contract to ensure that it complies with any guidance.

8.22 The provisions of this Condition shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

**Local Government Transparency Code 2014**

8.23 The Council shall publish Transparency Data in compliance with the mandatory requirements within the Local Government Transparency Code 2014.

8.24 The Council may publish Transparency Data in accordance with the recommended requirements within the Local Government Transparency Code 2014.

1. **Termination of contract**
	1. The Authority shall be entitled upon the happening of any of the following events to terminate the Contract, without prejudice to any accrued rights or remedies under the Contract, forthwith by written notice having immediate effect:
		1. the Contractor offering or giving or agreeing to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Authority or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor);
		2. if the Contractor has entered into any contract with the Authority in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge unless before the Contract is made particulars of such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Authority;
		3. if the Contractor has committed in relation to any contract with the Authority an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) Local Government Act 1972;
		4. if the Contractor has submitted a tender which is based on confidential information by virtue of the Contractor's employment of former officers of the Authority with access to relevant confidential information;
		5. the Contractor ceases to carry on business;
		6. if the Contractor consists of a body corporate, the Contractor having a receiver, manager, administrator or provisional liquidator appointed or having a proposal in respect of its company for a voluntary arrangement approved in accordance with the Insolvency Act 1986 or being the subject of a resolution or order for winding up or being the subject of similar procedures under the law of any other state provided that an amalgamation or reconstruction of a limited company shall not be deemed to be a breach of this Condition if the company resulting therefrom effectively agrees to be bound by or to assume the obligations imposed on the Contractor under the Contract and is capable of fulfilling those obligations;
		7. the Contractor having an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or having an administrative receiver appointed or being the subject of similar procedures under the law of any other state;
		8. the Authorised Officer certifying in writing to the Authorised Officer that the Contractor has committed a substantial irremediable Default;
	2. Upon such termination in addition to such consequences as are set out in the other provisions of these Conditions of Contract:-
		1. the Contractor shall forthwith cease to perform the Service;
		2. the Contractor shall fully and promptly indemnify the Council in respect of the cost of providing the Service or having the Service provided or any part thereof as would have been provided by the Contractor during the remainder of the Contract Period to the extent that such cost exceeds such sums as would have been lawfully payable to the Contractor for providing the Service. The Council shall be at liberty to have the Service or any part thereof provided by any persons (whether or not servants of the Council) as the Council shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having the Service or part thereof provided;
		3. the Council shall cease to be under any obligation to make further payment to the Contractor and shall be entitled to retain any payment which may have fallen due to the Contractor, before termination, until the costs, loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;
		4. the Council shall be entitled to employ and pay other persons to provide and complete the provision of the Service or any part thereof and to use all the Contractor's physical resources or other things, and all such details, descriptive schedules or other documents for the purpose thereof;
		5. the Council shall be entitled in respect of any loss or damage to the Council resulting from or arising out of the termination of the Contract, to deduct the same from any sum or sums which would but for **Condition 9.2.3** have been due from the Council to the Contractor under the Contract or any other contract or be entitled to recover the same for the Contractor as a debt. Such loss or damage shall include the reasonable costs to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Service or any part thereof;
		6. when the total costs, loss and/or damage resulting or arising out of the termination of the Contract have been calculated and after taking into account any deduction made or to be made by the Council from any sum or sums which would but for **Condition 9.2.3** have been due to the Contractor, any balance shown as due to the Council shall be recoverable as a debt or alternatively, the Council, subject to the Recovery of Sums Due, shall pay the Contractor any balance due to the Contractor;
		7. the rights of the Council under this **Condition 9** are in addition to and without prejudice to any other rights or remedies the Council may have against the Contractor directly or pursuant to any guarantee or indemnity; and
		8. termination or expiration of the Contract shall be without prejudice to the rights and remedies of the Contractor and the Council accrued before such termination or expiration and nothing in the Contract shall prejudice the right of either such party to recover any amount outstanding at the termination or expiration.
2. **Agreement and alteration**

10.1 The conditions set out in this contract between parties supersede all prior contracts and understandings relating to its subject matter.

10.2 I have read and understand this document and I accept the conditions contained within it.

10.3 This agreement can be changed with the written consent of both sides

Signed Date:

*On behalf of OD and L&D*

Signed .................................................................................................. Date ...............................................

*Trainer / Consultant*

Learning Provider Address**:** …………………………………………………………………………….…………. ………………………………………………………………………………………………………………..….…..….

Email: ……………………………………………..…………………Mobile:………………….…………………....

**Please return your signed contract to:**

Mr. Rashal Jahan-Ahmed

OD and L&D Business Operations Officer

Email: rashal.jahan-ahmed@camden.gov.uk

Postal address:

Organisational Development and Learning & Development

London Borough of Camden

3rd Floor Crowndale Centre

218 Eversholt Street

London

NW1 1BD

**Schedule 1: Commissioning work against the learning contract**

When commissioning out work the learning and development service explores and then selects learning providers using the following criteria:

* Expertise, knowledge and skills
* References/feedback
* Quality of delivery and learner experience
* Ability to deliver in format required
* Availability
* Price

There is an expectation that all decisions are underpinned by the values of equality, diversity and transparency.

The fees associated with each piece of work shall be agreed on with the successful organisation. It is expected that the agreed fee include the first preliminary discussion, all subsequent discussions, the design and delivery, learning resources, evaluation and any other work that is agreed and confirmed in writing.

Once the fees and the work have been agreed, and the learning provider is under contract, the work can be formally agreed in writing binding the contract to the work.

It is important that every separate piece of work is formally agreed and that this written communication:

* Refers back to the contract
* Specifies the details of the work agreed
* Specifies timelines
* Specifies price