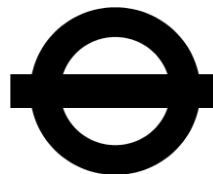


TFL RESTRICTED



Contract Reference Number: GLA82660 & CW67168

Date: 17th September 2024

Contract for Services
between
Greater London Authority
and
ICF Consulting Service Limited

Version: Generic November 2021

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THIS CONTRACT is made the 17th day of September 2024.

BETWEEN:

- (1) Greater London Authority ("**the Authority**"); and
- (2) ICF CONSULTING SERVICES LIMITED, Company number 04161656, 1st Floor 62/63 Threadneedle Street, London, England, EC2R 8HP. ("**the Service Provider**").

RECITALS:

- A. The GLA appoints the Service Provider to deliver the Evaluation of the Skills for Londoners' Community Outreach Programme, as further detailed in Schedule 3.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

"Affected Party"	has the meaning given to it in Clause 27.3;
"Authority Assets"	means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group;
"Authority Group"	shall mean where the Authority is: (a) TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any "member of the Authority Group"

shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor's Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation ("**Functional Bodies**") each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any "**member of the Authority Group**" shall refer to the GLA, any Functional Body or any such subsidiary;

"Authority Premises" any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

"Business Day" any day excluding Saturdays, Sundays or public or bank holidays in England;

"Cessation Plan" a plan agreed between the Parties or determined by the Authority pursuant to Clauses 29.1 to 29.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 29.6 to 29.10 (inclusive) to give effect to a Public Procurement Termination Event;

"Charges" the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 27.6 or Clause 32;

"Confidential Information" all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether

	commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the

	Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;
“Electronic Invoicing Platform”	the Authority’s invoicing platform for the submission and receipt of electronic invoices;
“Electronic Procure-to-Pay (eP2P) Vendor Handbook”	the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link- https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5 ;
“Force Majeure Event”	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
“Holding Company”	any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;
“Insolvency Event”	any of the following: <ul style="list-style-type: none"> (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its

creditors or becoming subject to an administration order;

- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) the Service Provider applying to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986;
- (d) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (e) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (f) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (g) being an individual or firm, the Service Provider's financial position deteriorating so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract are in jeopardy; or
- (h) any similar event to those in (a) to (g) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, utility

model, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”	the Service Provider’s key personnel named in Schedule 1;
“Losses”	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“PDF Invoices”	invoices in PDF (portable document format) format;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other

	person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 29.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and</p>

which may be reasonably inferred from the Contract;

“Specification”	the specification and other requirements set out in Schedule 3;
“Supply Chain Finance Option”	has the meaning given to it in paragraph 1 of Part B of Schedule 6;
“Term”	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
“VAT”	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. **Commencement and Duration**

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 27.

3. **The Services**

- 3.1 The Service Provider:
 - 3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
 - 3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
 - 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
 - 3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 3.2 Notwithstanding anything to the contrary in the Contract, the Authority’s discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
- 3.3 The Service Provider shall provide the Services:

- 3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
 - 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
 - 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. Charges

- 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.
- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with

the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

- 4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.¹

5. **Payment Procedures and Approvals**

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:

5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

- 5.2 The Service Provider shall submit:

5.2.1 PDF Invoices via email to the email address set out in Schedule 1 and shall ensure that each PDF Invoice has a unique file reference and be a separate PDF file; or

5.2.2 electronic invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; and

each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT, the Authority's name and address and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices, which are sent to the Authority via email, are taken to have been received at the time of transmission. Electronic invoices are taken to have been received at the time when they are transmitted to the Authority via the Electronic Invoicing Platform.

- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider,

¹ As of 1 March 2021, additional provisions may be required if the VAT reverse charge applies to certain Services which are classified as construction services under the Construction Industry Scheme and where TfL is not the End User. Please refer to Commercial Technical Bulletin, Issue 67 (11.09.19) for an overview of the VAT reverse charge and its application, and consult with the Governance and Best Practice team for guidance in the first instance. For Contracts requiring additional provisions, please consult with TfL Legal for the appropriate drafting.

the Service Provider shall identify these separately on the relevant invoices.

- 5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:

5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 18, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.

- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.

- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable

under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

6.1.1 the Service Provider:

6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and

6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.
- 7.2 The Service Provider shall deal with the Contract Manager (or their nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
- 7.2.1 variations to the Contract;
 - 7.2.2 any matter concerning the terms of the Contract; and
 - 7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

- 7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

8. Service Provider's Personnel

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide

a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).

- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
 - 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 9.2.2 be responsible for payments to that person;
 - 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

- 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
- 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
- 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 9.2.7 include a term in each sub-contract (of any tier):
 - 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;
 - 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;
 - 9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant sub-contractor fails to comply in the

performance of its contract with legal obligations in the fields of environmental, social or labour law; and

- 9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and

9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. **Conflict of Interest**

10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.

10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 27.1.4.

11. **Access to Premises and Assets**

11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of

charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

12.1 The Service Provider, at no additional cost to the Authority:

- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's

workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

- 12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 where possible, shall provide the Services in such a manner as to:
 - 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and

- 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 Where the GLA is the Authority the Service Provider shall:
 - 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4 - 12.1.5 as are relevant to the Contract and the Service Provider's activities;
 - 12.1.7.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4 - 12.1.5;
 - 12.1.7.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4 - 12.1.5;
 - 12.1.7.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;
 - 12.1.7.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
 - 12.1.7.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010, the Criminal Finances Act 2017 and any guidance issued by the Secretary of State under it; and
- 12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

- 12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

- 12.2.9 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- 12.2.10 enhance the environment and have regard to the desirability of achieving sustainable development;
- 12.2.11 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 12.2.12 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

13. **London Living Wage**

For the purposes of this Clause 13, the following expressions have the corresponding meanings:

"CCSL"	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
"London Living Wage"	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

“Subcontractor” a sub-contractor (of any tier) of the Service Provider.

13.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority’s estate in the circumstances set out in Clause 13.3.1.

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

13.2.9 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

13.2.9.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

13.2.9.2 on the Authority’s estate including (without limitation) premises and land owned or occupied by the Authority,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

13.2.10 ensure that none of:

13.2.10.1 its employees; nor

13.2.10.2 the employees of its Sub-contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

13.2.11 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

13.2.11.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

13.2.11.2 reasonable evidence that Clause 13 has been implemented;

13.2.12 disseminate on behalf of the Authority to:

13.2.12.1 its employees; and

13.2.12.2 the employees of its Sub-contractors,

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

13.2.13 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

13.2.13.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

13.2.13.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 13.3.1 have been complied with.

13.3 For the avoidance of doubt the Service Provider shall:

13.3.9 implement the annual increase in the rate of the London Living Wage; and

13.3.10 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

13.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.

13.5 Without limiting the Authority's rights under any other termination provision in this Contract, the Service Provider shall remedy any breach of the provisions of this Clause 13 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this Clause 13 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

14. **Corrupt Gifts and Payment of Commission**

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor

favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

15. Equipment

15.1 Risk in:

15.1.9 all Service Provider Equipment shall be with the Service Provider at all times; and

15.1.10 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

15.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

16. Quality and Best Value

16.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

16.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

17. Records, Audit and Inspection

17.1 The Service Provider shall, and shall procure that its sub-contractors shall:

17.1.9 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the

purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

17.1.10 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

17.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

18. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

19. **Indemnity**

19.1 Subject to Clause 19.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

19.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

20. **Insurance**

20.1.9 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the "**Insurances**")

20.1.10 public liability to cover injury and loss to third parties;

20.1.11 insurance to cover the loss or damage to any item related to the Services;

20.1.12 product liability; and

20.1.13 professional indemnity Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

20.2 The insurance cover will be maintained with a reputable insurer.

20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.

20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.

20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

21. **The Authority's Data**

21.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.

21.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

22. **Intellectual Property Rights**

22.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on

behalf of the Service Provider in the provision of the Services (the “**Products**”) provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.

- 22.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority’s prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 22.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.
- 22.5 The Service Provider’s contribution will be named in the resources published by the Authority and the Authority will use its best endeavours to credit the Service Provider as author each time that content is published by the Authority.

23. Privacy, Data Protection and Cyber Security

- 23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.
- 23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

24. Confidentiality and Announcements

- 24.1 Subject to Clause 25, the Service Provider will keep confidential:
 - 24.1.9 the terms of this Contract; and
 - 24.1.10 any and all Confidential Information that it may acquire in relation to the Authority.
- 24.2 The Service Provider will not use the Authority’s Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 24.1.
- 24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:
 - 24.3.9 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);

24.3.10 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

24.3.11 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.

24.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.

25. **Freedom of Information and Transparency**

25.1 For the purposes of this Clause 25:

25.1.9 “**FOI Legislation**” means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

25.1.10 “**Information**” means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

25.1.11 “**Information Access Request**” means a request for any Information under the FOI Legislation.

25.2 The Service Provider acknowledges that the Authority:

25.2.9 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

- 25.2.10 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 25.3.9 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
- 25.3.10 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26. **Dispute Resolution**

- 26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 26.5 Where a dispute is referred to mediation under Clause 26.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 26.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 26.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.
- 26.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. Breach and Termination of Contract

27.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

27.1.9 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

27.1.10 the Service Provider is subject to an Insolvency Event;

27.1.11 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;

27.1.12 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

27.1.13 the Service Provider or any of its officers, employees or agents commits any act of bribery or other offence described in the Bribery Act 2010 and/or the Criminal Finances Act 2017; or

27.1.14 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or

27.1.15 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.

27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

- 27.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 27.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 27.4 Without prejudice to the Authority's right to terminate the Contract under Clause 27.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 27.4 may be disapplied by notice to that effect in Schedule 1.
- 27.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 27.1, 27.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 29.
- 27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

28. **Consequences of Termination or Expiry**

- 28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

28.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

28.3 Upon expiry or termination of the Contract (howsoever caused):

28.3.9 the Service Provider shall, at no further cost to the Authority:

28.3.9.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

28.3.9.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

28.3.10 the Authority shall (subject to Clauses 18, 28.1 and 28.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

28.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

29. **Declaration of Ineffectiveness and Public Procurement Termination Event**

29.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

29.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior

to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive.

- 29.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 29.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

29.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

29.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 29.2 to 29.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

- 29.4 Where there is any conflict or discrepancy between the provisions of Clause 28 and Clauses 29.2 to 29.6 (inclusive) and 29.12 or the Cessation Plan, the provisions of these Clauses 29.2 to 29.6 (inclusive) and 29.12 and the Cessation Plan shall prevail.

- 29.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

- 29.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.

- 29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:

- 29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
- 29.7.2 if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.
- 29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.
- 29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
- 29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 29.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 29.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

30. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 15, 17-21 (inclusive), 22.2, 23-26 (inclusive), 28, 29-32 (inclusive), 34-41 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

31. **Rights of Third Parties**

31.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 (“**Third Party Act**”), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

32. **Contract Variation**

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider’s exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider’s exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. **Novation**

33.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).

33.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

33.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

34. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

35. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

36. Notices

36.1 With the exception of invoices, any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand or prepaid recorded delivery first class post addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address notified to the other Party in writing in accordance with this Clause as an address to which notices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

36.1.9 if delivered by hand, at the time of delivery; or

36.1.10 if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted.

37. Entire Agreement

37.1 Subject to Clause 37.2:

37.1.9 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of

any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

37.1.10 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

38. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

39. Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

40. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

41. Governing Law

41.1 The Contract shall be governed by and construed in accordance with the law of England and Wales.

41.2 Without prejudice to Clause 26, the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract.

41.3 Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

41.4 Subject to Clause 41.3, each Party waives any objection to, and submits to, the jurisdiction of the courts of England and Wales. Each Party agrees that a judgment or order of any such court is binding upon it and may be

enforced against it in the courts of England and Wales or any other jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by)	
for and on behalf of)	
the Authority)	
	Signature	Print name and position
		Date:

Signed by)	
for and on behalf of)	
the Service Provider)	
	Signature	Print name and position
		Date:

SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** GLA82660 & CW67168
2. **Name of Service Provider:** ICF Consulting Services Limited
3. **Commencement:**
 - (a) **Contract Commencement Date:** 6th September 2024
 - (b) **Service Commencement Date:** 6th September 2024
4. **Duration/Expiry Date:** 5th September 2025 with the option to extend for a further year subject to budgetary approval. Extension must be exercised before 5th September 2025.
5. **Payment (see Clauses 5.1 and 5.4):**

Clause 5.1

Fees and payment milestones are detailed in Schedule 4.

Clause 5.4

Payment must be made within 30 days of receipt of invoices.
6. **Email address where PDF Invoices shall be sent:**

Invoices@tfl.gov.uk
7. **Time for payment where not 30 days (see Clause 5.4):**
8. **Details of the Authority's Contract Manager**

Name: [redacted]
Address: City Hall, Kamal Chunchie Way, London, E16 1ZE
Email: [redacted]
9. **Details of the Authority's Procurement Manager**

Name: [redacted]
Address: Transport for London, 5 Endeavour Square, London E20 1JN
Email: [redacted]
10. **Service Provider's Key Personnel:**

Name & Position	Contact Details	Area of Responsibility
[redacted]		

11. **Notice period in accordance with Clause 27.4 (termination without cause):**
90 days unless an alternative is specified
12. **Address for service of notices and other documents in accordance with Clause 36:**

For the Authority: Greater London Authority, City Hall,
Kamal Chunchie Way, London, E16 1ZE

For the attention of: [redacted]

For the Service Provider:
13. **Office facilities to be provided to the Service Provider in accordance with Clause 11.3:** N/A
14. **Training to be provided by the Service Provider in accordance with Clause 8.8:** N/A

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

Not applicable

SCHEDULE 3 – SPECIFICATION

[redacted]

SCHEDULE 4 – CHARGES

[redacted]

SCHEDULE 5 - PROJECT PLAN

[redacted]

SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 32 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

PART B – SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS

1. The Authority is developing a scheme and system whereby the Service Provider may be permitted, at the Authority's sole discretion, to seek payment of invoices in respect of Charges under this Contract within a time period less than the 30 days of receipt set out Clause 5.4.1 in consideration for a reduction in the Charges due thereunder (the **"Supply Chain Finance Option"**).
2. The Service Provider hereby agrees that where such requests are made by the Service Provider and approved by the Authority, by way of such process and/or systems put in place by the Authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the Service Provider's exercise of the Supply Chain Finance Option and the valid and legally binding:
 - 2.1 variation by the Parties of the related Charges due and payable to the Service Provider under this Contract; and
 - 2.2 waiver by the Service Provider of any right held previously by it to invoice for and be paid the amount by which the Charges are reduced pursuant to its exercise of the Supply Chain Finance Option.

**SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS**

SCHEDULE 8 – RE-TENDER COOPERATION

[This Schedule should set out any specific requirements that will be required of the Service Provider to assist with the re-tendering of the Services, in particular setting out any information/documents/data, etc. likely to be required with (where possible) dates for meeting those requirements]

SCHEDULE 9 – DATA SHARING AGREEMENT

DATA PROTECTION SHARING AGREEMENT

Version 1.2 – May 2021

1. DEFINITIONS

- 1.1 In this agreement, unless expressly stated otherwise, the following terms shall have the following meanings:

Data Controller: the organisation or person who, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

Data Processor: the organisation or person who processes data on behalf of a Data Controller;

Data Protection Legislation: the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, or such other domestic legislation that supplements and /or implements the UK GDPR, along with associated guidance and Codes of Practice, and any other applicable legislation or matters of common law relating to the protection, privacy and/or the processing of Personal Data.

the terms **personal data**, **process**, **processing**, **supervisory authority**, **Data Controller**, **Data Processor** and other words or that have a particular meaning under Data Protection Legislation shall have the same meanings here as is ascribed to them under such Data Protection Legislation.

2. BACKGROUND

- 2.1 The primary aim of the evaluation is to assess how and to what extent the programme has met the objectives of the programme. In addition to this impact evaluation, the process and management of the programme should also be assessed within the evaluation scope. ICF will consider the experience of organisations applying to the community outreach programme alongside the support they received with the application process and delivery of grant management. Recommendations for the management of future funding rounds will be included as part of the interim and final evaluation reports.

- 2.2 The lawful basis for processing personal data under the Data Protection Legislation:

Legal Obligation (Article 6 (1)(c)) - Article 6(1)(c) provides a lawful basis for where processing is necessary for compliance with a legal obligation to which the controller is subject.

The piece of legislation within section 87 of the Education and Skills Act 2008 covers the sharing of learner data to be used in connection with the exercise of an assessment function of the SoS defined as:

- (a) evaluating the effectiveness of training or education;
- (b) assessing policy in relation to the provision of training or education; or
- (c) assessing policy in relation to social security or employment as it affects the provision of or participation training or education.

2.3 As part of the evaluation, ICF have been scored and awarded the contract of services with an approach of them carrying out analysis on the target cohorts captured by the project. In order to do this successfully, they will require access to the project data contained in the Participant Data Forms which contain personal data of all participants enrolled across all 29 projects under the Community Outreach Programme. In addition, ICF will also require access to the case studies submitted from organisations as part of their claims which contain personal information of participants enrolled on to the Programme.

2.4 As part of ICF's methodology to the evaluation specification, they have included research activities of producing case studies with the organizations and to conduct a series of participant interviews in order to capture meaningful feedback to build into the interim and final reports. ICF may also wish to conduct a survey to capture broader feedback from as many participants as possible. The above activities set out in 2.3 and 2.4 require personal data to be shared with ICF.

3. GENERAL

3.1 This agreement shall only be valid in the case that responsibilities under Data Protection law and the status of any party as a Data Controller (alone or jointly), or as a Data Processor has been clearly documented in **Appendix 1** Section 1.2 / 1.3 in advance of any exchange or processing of data.

3.2 In addition to Appendix 1, this agreement shall only be valid where, with respect to assigned duties in Appendix 1 – Section 1.2 / 1.3 the responsibilities of parties have been further detailed in a relevant appendix. These should be completed on the following basis:

- (a) Where parties are identified as **Data Processors** in Appendix 1 Section 1.3, this agreement shall require completion of **Appendix 2** to provide Data Processor instruction.

3.3 Where multiple parties agree to exchange data, relevant responsibilities for each party must be identified in Appendix 1, and corresponding appendices completed in parallel for each relationship.

3.4 Parties agree that variations to any appendix to this agreement must be made in writing, agreed by all parties and stored alongside this document.

- 3.5 This agreement shall be subject to periodic review to assess the effectiveness of this agreement to ensure that arrangements resulting in the sharing of data between parties to ensure remain proportionate, effective and otherwise fit for purpose. This shall be established in Appendix 1 – Section 1.5.
- 3.6 Parties identified as public authorities for the purposes of the Freedom of Information Act 2000, shall ensure they are listed visibly to all other parties Appendix 1 – Section 1.4 and, as appropriate, shall clarify any information deemed to be held “on behalf of” the Public Authority in Appendix 3.
- 3.7 Where the arrangement involves parties acting as Joint Data Controllers, the key terms / essence of this agreement must be made available to Data Subjects whose data are processed by those terms.
- 3.8 Where the arrangement involves sharing between Independent Data Controllers sharing agreement and/or Data Processor instruction but does not refer to a Joint Data Controller agreement, the key terms / essence of this agreement may be made available to Data Subjects whose data are processed by these terms, by mutual agreement of all parties and documented in Appendix 1 – Section 1.5.

4. DATA PROCESSORS

- 4.1 Where a party to this agreement agrees to carry out processing on behalf of a Data Controller, they shall be deemed a Data Processor. Data Processors and their Data Controllers must be identified in Appendix 1 – Section 1.3.
- 4.2 A Data Processor shall not process personal data shared with them by a Data Controller except under specific instructions from the Data Controller. Where a Data Controller-Data Processor relationship has been identified in Appendix 1 – Section 1.3, Appendix 2 must be completed for this agreement to be valid. This agreement and the terms of Appendix 2 shall then be treated as a binding contract to the Data Processor.
- 4.3 Data Processors subject to this agreement shall agree:
 - (a) To only act on the documented instruction in Appendix 2 of the Data Controller with regards to both processing of the personal data generally and the transfer of personal data to a third country or international organisation, unless otherwise required to do so by a legal obligation. Unless otherwise specified at Appendix 2, the Data Processor is prohibited from transferring such personal data outside of the EEA.
 - (b) To first inform the Data Controller of any legal requirement that obliges it to process personal data or transfer such data to a third country outside of the terms of the agreement in Appendix 2, unless that law prohibits such acts to inform on important grounds of public interest.

- (c) To ensure that all staff or authorised persons processing data on behalf of the Data Controller have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality. This will be done by ensuring that all authorised persons will undertake training in the Data Protection legislation to understand data subject rights and the obligations in a Data Controller and Data Processor agreement which can be demonstrated to the Data Controller upon request.
- (d) To ensure appropriate technical and organisational measures to ensure a level of security appropriate to the risk, by means at the choice of and demonstrable to the Data Controller at their request. As appropriate these may include means to:
 - (i) Pseudonymise and encrypt personal data during transfer or whilst at rest;
 - (ii) Ensure the ongoing confidentiality, integrity, availability and resilience of systems and services to prevent a breach condition under UK GDPR;
 - (iii) Ensure that the ability to restore access or availability of personal data in a timely manner is in place in the event of a physical or technical incident;
 - (iv) Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing;
- (e) To ensure that, compliance can be maintained with any approved code of conduct issued by supervisory authorities and agreed in Appendix 2, section 2.11;
- (f) To assist and co-operate with the Data Controller in ensuring general compliance with appropriate technical and organisational security measures in matters relating to the transferred personal data, undertaking relevant Data Protection Impact Assessments where required, and to assist with preparing for matters of prior consultation with the supervisory authority where high risks to rights and freedoms of data subjects cannot be mitigated.
- (g) At the choice of the Data Controller, to securely delete or return to the Data Controller all the personal data shared under this Agreement at the end of the provision of services relating to processing, and to securely delete existing copies unless otherwise obliged to retain them by a legal obligation (in which case the Data Processor shall promptly notify the Data Controller of such legal obligation) and to confirm to the Data Controller once the process of such deletion or return has been completed.
- (h) To make available to the Data Controller all information necessary to demonstrate compliance with obligations laid down in this agreement and to contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.

4.4 Where the Data Processor wishes to engage another Data Processor for carrying out specific activities on behalf of the Data Controller, the Data Processor must seek the prior written permission of the Data Controller. This agreement shall be contingent on:

- (a) The agreement and demonstration to the Data Controller that this agreement or a contract with parity of terms has been established with any further Data Processors.
 - (b) That all agreements are, at the choice of the Data Controller, demonstrable and transparent to the Data Controller.
 - (c) The Data Processor remaining fully liable to the Data Controller for the performance of the obligations of any further Data Processor so engaged.
- 4.5 Where the Data Processor receives a request from a data subject to exercise rights under the Data Protection Legislation, or a complaint or request relating to the Data Controller's obligations under the Data Protection Legislation, it shall notify the Data Controller within 2 working days and not take further steps in relation to the same until such time that it receives written instructions to do so from the Data Controller.
- 4.6 In the event that the Data Controller requests information from the Data Processor for the purpose of complying with a request or complaint in accordance with clause 5.5, the Data Processor shall retrieve the relevant data and provide a full copy of such to the Data Controller without undue delay but in any event within two (2) business days of such a request being made.
- 4.7 Where the Data Processor becomes aware of any unauthorised or unlawful processing, accidental alteration, loss, destruction or disclosure of, or damage or access to the personal data, the Data Processor shall:
- (a) Record the details of the suspected incident in a security incident log and undertake an initial investigation immediately into the suspected incident;
 - (b) Notify the Data Controller of the suspected incident and the findings of the initial investigation without undue delay and in any event within 24 hours of becoming aware of the suspected incident. The Data Processor shall take no further steps in relation to the same until such time that it receives written instructions to do so from the Data Controller;
 - (c) Fully co-operate with the Data Controller in the course of any investigation undertaken by the Data Controller and any subsequent corrective actions arising therefrom, including any report to, and investigation by, the relevant supervisory authority and/or notification to any affected individuals; and
 - (d) Implement any measure necessary to restore the security and integrity of any compromised personal data.
- 4.8 The Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of Data Processors and provide sufficient opportunity to object to such changes.

- 4.9 Without prejudice to the rights to compensation and liability, general conditions for imposing administrative fines and penalties for infraction of Data Protection Legislation, where a Data Processor fails to adhere to or exceeds the terms of Appendix 2, the Data Processor shall be considered to be a Data Controller in respect of that processing with independent responsibilities to Data Protection Legislation.
- 4.10 It is the obligation of the Data Processor to immediately inform the Data Controller if, in the Data Processors opinion, an instruction infringes the Data Protection Legislation or wider matters of the law.
- 4.11 Aside from general responsibilities of a Data Controller as listed in Section 3 a Data Controller instructing a Data Processor shall:
- (a) Monitor publications by the supervisory authority and ensure that this agreement remains consistent with standard contractual clauses requirements for matters of technical and organisational security and engagement of Data Processors.
 - (b) Upon changes to standard contractual clauses by the supervisory authority to issue and agree a revision to this contract within three months of their final publication by the supervisory authority.
 - (c) To ensure that Data Processor instruction as identified in Appendix 2, support the rights and freedoms of data subjects and that Data Processor instruction only includes measures that are fair and legal to the data subject.

5. FREEDOM OF INFORMATION

- 5.1 Where a party to this agreement is identified in Appendix 1 - Section 1.4 as a Public Authority or body with responsibilities under Section 5, Section 6 or Schedule 1 of the Freedom of Information Act 2000 ('FOIA'), they should complete **Appendix 3** to establish the application of the "right of access to information held by public authorities" in any shared arrangement.
- 5.2 Parties to this agreement acknowledge the separation of Data Protection legislation from FOIA and note that Data Controller / Data Processor status are not clear determinants of responsibilities under FOIA.
- 5.3 Parties acknowledge that the responsibilities of public authorities to Freedom of Information extend beyond personal data that is otherwise the scope of this agreement.
- 5.4 Parties acknowledge that correspondence, reports or other information sent directly into systems operated by public authorities shall be deemed to 'hold' the information under Freedom of Information and that, as such may be considered for disclosure under Freedom of Information.
- 5.5 Parties acknowledge that it is the sole responsibility of the Public Authority to determine the application of freedom of information, including the application of exemptions, to data directly 'held' by them. This shall be irrespective of the status of the Public Authority as Data

Processor or Data Controller with respect to this agreement and the exercise of FOIA shall be considered an overriding legal responsibility of the Public Authority.

- 5.6 Where parties contributing data to be held by a Public Authority have a concern for their commercial interests, or other legal exemptions they may make this concern known to the Public Authority via Appendix 3, section 3.3 (a). This may be taken into consideration by the Public Authority during the review of materials ahead of disclosure under FOIA, however parties acknowledge the Public Authority bears sole discretion over their responsibilities to disclosure.
- 5.7 Parties not listed in Appendix 3 as public authorities for the purposes of FOIA shall have no direct responsibilities or requirements to disclose information.
- 5.8 Information held on behalf of a Public Authority by another party to this agreement shall have responsibilities to supply information to the Public Authority in the event of request under FOIA being considered by the Public Authority.
- 5.9 The determination of what information shall be deemed held on behalf of a Public Authority shall be made in Appendix 3 – Section 3.1. Specifically, with reference to this agreement:
 - (a) Where a Public Authority acting as Data Controller instructs a Data Processor, the Data Controller's obligations to respond to FOIA requests and requirements for the Data Processor should be clarified in Appendix 3 - Section 3.1.
 - (b) Where a Public Authority and other parties are acting as Joint Data Controllers, the status of any information as 'held' on behalf of that Public Authority shall be considered and listed in Appendix 3 - Section 3.1;
 - (c) Where a party to this agreement is sharing information as Data Controller with a Public Authority, no information held by any other party to this agreement shall be deemed to be held on behalf of a Public Authority, unless explicitly stated in Appendix 3 - Section 3.1 by mutual agreement. Data Controllers recognise that information shared and 'held' directly by the Public Authority shall be considered a matter for Public Authority decision in line with Section 5.5.

APPENDIX 1: INFORMATION GOVERNANCE PROTOCOL

With respect to any relationship requiring the transmission of data or determination of its purposes between the Greater London Authority and any third party, this agreement will only be valid if both this section and any corresponding protocols listed in Italics have been completed.

- 1.1 With respect to the determination of the nature, means and purposes of processing, the following parties to this agreement will be Data Controllers:

Legal Entity
THE GREATER LONDON AUTHORITY

- 1.2 With respect to the determination of the nature, means and purposes of processing, the following parties to this agreement will be Data Processors on behalf of a Data Controller:

Legal Entity as Data Processor	Processing on behalf of Data Controller(s)
ICF Consulting Services Limited ("ICF")	THE GREATER LONDON AUTHORITY

*Where Data Processors have been identified, **Appendix 2** must be completed,*

- 1.3 With respect to Freedom of Information Legislation, the follow parties are identified as public authorities:

Legal Entity designated as Public Authorities
THE GREATER LONDON AUTHORITY

*Where a party to this agreement is a Public Authority under Schedule 1, Section 5 or Section 6 of the Freedom of Information Act, **Appendix 3** should be completed.*

- 1.4 Review period for the effectiveness of this agreement and any arrangements resulting in the sharing of data between parties:
- (a) *Due to the delivery timeframe, this agreement will be reviewed only where the need for ad hoc sharing of data is requested.*
- 1.5 With respect to 'Data Controller-to-Data Processor' arrangements or 'Data Controller-to-Data Controller' sharing arrangements established in this agreement, detail, as applicable, provisions by which for the key terms or essence of this agreement will be made known to Data Subjects.
- (a) *A Privacy Notice shared with participants has outlined the GLA as an Independent Data Controller, noting that personal data may be made available to other organisations in compliance with data protection legislation.*

APPENDIX 2: DATA PROCESSOR INSTRUCTION

This section must be filled out to detail the intention and binding instruction of any Data Controller to enable processing on their behalf via a Data Processor. This section must be filled out where a Data Controller-Data Processor relationship has been listed in Appendix 1, section 1.3.

2.1 The Data Processor shall only process the personal data relating to:

Data Processor	Responsible Data Controller	Categories of Data Subjects
ICF	GLA	Individuals aged 19+ accessing community outreach provision.

2.2 The Data Processor shall remain consistent with the purpose and legal basis of processing:

Data Processor	Responsible Data Controller	Purpose	Legal Basis
ICF	GLA	1. The purpose for processing personal data is to evaluate the Programme's success with the target groups specified in the Programme prospectus and within the project applications. The processing of personal data will also allow evaluators to contact participants to facilitate feedback and interviews as outlined in the bid. Section 87 of the Education and Skills Act 2008 allows for the sharing of learner data in connection with the exercise of an assessment function of the SoS as outlined above at para. 2.2 therefore, processing of personal data is necessary for compliance with a legal obligation to which the GLA (as the data controller) is subject	Article6(1)(c) Article 9(2)(g)

2.3 The Data Processor shall only carry out processing of data with relevance to:

Data Processor	Responsible Data Controller	Subject Matter & Categories of Data
ICF	GLA	<p>Personal data that will be shared with, collected and/or processed by ICF include:</p> <ul style="list-style-type: none"> • Participant ID Number • Full Name • Borough • Postcode with final two digits redacted. • Contact information (number and email) • Age on joining • Education attainment/ basic skills information on joining • On Programme engagement activities • Referral and destination information • Case studies where authorization to share is present <p>This data is required to evaluate the success of the Programme in relation to the broad range of target groups captured by the projects. This data sharing will help provide evaluators reliable data to identify trends of those being referred to AEB provision and those not to help steer future Programme design. Personal information such as name and contact information allow a personalized and targeted interaction with the participant to help maximize the engagement in participant interviews and feedback.</p>

2.4 Where applicable: With reference to categories of Data Subjects listed in appendix 2.1, processing of special category data shall be limited to:

Data Processor	Responsible Data Controller	Subject Matter & Categories of Data
ICF	GLA	<p>Special category data that will be shared with, collected and/or processed by ICF include:</p> <ul style="list-style-type: none"> • Gender • Racial and ethnic origin • Learners with learning difficulties or disabilities (LLDD) • Employment status

		<ul style="list-style-type: none"> • Benefit status • Barriers to accessing education • Barriers relating to numeracy learning <p>This data is required to evaluate if the Community Outreach programme is increasing participation in Adult Education Budget (AEB) and London Multiply provision within target groups.</p>
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2.5 The Data Processor shall only carry out processing by means and nature of:

Data Processor	Responsible Data Controller	Categories of work and means of processing
ICF	GLA	<p>ICF have been instructed to process data to evaluate the overall impact of the programme on generating referrals into adult learning amongst key target groups, referral pathways, how engagement methods change for different cohorts and demographics work, and how organisations work to establish strong relationships with local adult education providers.</p> <p>Data processed will include:</p> <ul style="list-style-type: none"> • Personal data collected upon participation in community outreach activities. • Outcome and programme data reported by the GLA and grantees. • Qualitative data captured by evaluators in interviews with GLA staff; interviews and case studies with grantees and participant interviews.

2.6 The Data Processor shall only carry out processing for the period of time:

Data Processor	Responsible Data Controller	Duration of processing
ICF	GLA	The evaluation is expected to be concluded by 30 September 2025.

2.7 With reference to categories of Data Subjects listed in 2.1 and specific categories of personal data processed under 2.3 and 2.4, provide details of the agreed retention period and party responsible for ensuring management and erasure:

Data Processor	Responsible Data Controller	Duration of processing
ICF	GLA	All data processed for evaluation (including personal/sensitive data) will be permanently deleted no more than three months after the evaluation's completion and receipt of the final report.

- 2.8 With reference to categories of Data Subjects listed in 2.1 and specific categories of personal data processed under 2.3 and 2.4, provide details of any onwards sharing to other parties, the assignment of responsibilities and any agreements which may be in place:

Data Flow:	Responsibility	Purpose	Governing Contract
N/A		N/A	

- 2.9 The right to be informed will be met where data has not been collected by the Data Controller by:

Party Responsible:	Sources	Privacy Notice / Alternative Measure
ICF		A Privacy Notice shared with participants and published on the GLA's website has outlined the GLA as a Data Controller, noting that personal data may be made available to other organisations (with specific reference to evaluation) in compliance with data protection legislation.

- 2.10 At the end of the period, unless otherwise instructed by the Data Controller, the Data Processor will return or delete data under the following terms:

(a) *The Skills and Employment Unit will monitor the erasure and/or disposal of all data processed by IES and obtain confirmation in writing to this effect.*

- 2.11 Details of agreed transfers to a third country or international organisation by the Data Processor on behalf the Data Controller

(a) N/A

- 2.12 Details of any agreed engagement of further Data Processors by the party as acting as Data Processor in this agreement and measures to ensure compliance.

(a) N/A

- 2.13 Details of types of information that will be made available to the Data Controller by the Data Processor necessary to demonstrate compliance:
- (a) *The signed contract for services with the Data Processor cites data protection policies fully compliant with GDPR and ISO 9001 and ISO 27001, Cyber Essentials Plus accreditation and data security standards including key cryptography (FIPS 140-2 standard), storage on secure servers in a UK data centre, and destruction using industry standard techniques.*
- 2.14 Details of expected contribution by the Data Processor to audits mandated by the Data Controller.
- (a) *N/A*
- 2.15 Details of any agreed code of conduct issued by the Information Commissioners Officer or other supervisory authority the Data Processor is expected to adhere to:
- (a) Details of relevant code of conduct include:
- (i) *Data sharing: a code of practice in line with section 121 of the Data Protection Act 2018.*
- (ii) *Section 46 (FOIA) Code of practice on good records management.*

APPENDIX 3: FREEDOM OF INFORMATION

This section should be filled out whoever one or more parties to this agreement is a Public Authority for the purposes of Freedom of Information.

3.1 Information held on behalf of a Public Authority

Public Authority	Legal entity holding data	Description of information held on behalf of the authority
GLA	ICF	<i>Information held on behalf of the GLA under the contract for services with ICF includes learner data supplied by the GLA and Community organisations with Grant Agreements with the GLA.</i>

3.2 Instruction for the return or erasure of data held 'on behalf of' the Public Authority at the end of the duration of processing.

- (a) Detail Upon submission of the information requested by the GLA, the organisation must erase the data held 'on behalf of' the GLA with the exception of normal business data that is held solely for the organisation's own business purposes.

3.3 Commercial interests and legal exemptions of a party to this agreement requested to be taken into consideration by the Public Authority during any Freedom of Information decision.

- (a) The data that will be in scope will predominantly be person-identifying data, directly or indirectly. Therefore, it is likely that an exemption will mostly apply under s40 (1) – any information to which a request for information relates is exempt information if it constitutes personal data of which the applicant is the data subject and
- (b) S40 (2) – any information to which a request for information is also exempt information, if (a) it constitutes personal data which do not fall within subsection (1), and
- (c) Either of the two conditions identified within the FOI Act is not satisfied.

Names and contact details of responsible persons

Please define the responsible persons along with contact details for each party to this agreement.

Data Controller: **Greater London Authority**

Name:

Job Title:

Email Address:

Phone Number:

Postal Address:

ICF Consulting Services Limited

Data Processor:

Name:

Job Title:

Email Address:

Phone Number:

Postal Address:

Names and contact details of Data Protection Officers for organisations

Where such post exists in line with Data Protection legislation:

Data Controller **Greater London Authority**

Name:

Job Title:

Email Address:

Phone Number:

Postal Address:

Data Processor: **ICF Consulting Limited**

Name:

Job Title:

Email Address:

Phone Number:

Postal Address:

