

Dated 2022

Between

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF BARNET**

AND

CONTRACT FOR THE PROVISION OF
for the provision of IT services required to support
and sustain E-CINS



LONDON BOROUGH OF BARNET

2 Bristol Avenue, Colindale, London, NW9 4EW

DPS Ref: 03851

THIS AGREEMENT is dated day of 2022

PARTIES

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of 2 Bristol Avenue, Colindale, London, NW9 4EW (**Authority**);

And

(2) **NSEP COMMUNITY INTEREST COMPANY** t/a Empowering-Communities, company registration number 06265613, **whose registered office is at** Unit 28, Riverside Business Centre, Lowestoft, Suffolk, **NR33 0TQ (Service Provider)**

BACKGROUND

- A. The Authority has invited and received from the Service Provider a proposal for the provision of IT services required to support and sustain E-CINS (the **Services**).
- B. The Authority has accepted the Service Provider's proposal
- C. The Authority has, through a competitive process, selected the Service Provider to provide the Services and the Service Provider is willing and able to provide the Services in accordance with the terms and conditions of this Agreement.
- D. The Service Provider has agreed to provide the Services to the Authority upon the terms set out in this Agreement.

AGREED TERMS

1. Definitions

Agreement means the suite of documents including these terms and conditions the Specification, the Pricing Schedule and the Service Provider's Quote which forms the contract between the Authority and the Service Provider

Approval and Approved The written consent of the Contract Manager or his/her authorised representative as notified in writing to the Service Provider

Best Industry Practice:	the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, any key performance indicators, the term, the pricing structure and any other relevant factors.
Business Continuity Plan	has the meaning given to it in Clause 16A}
Clause	means a clause within the Agreement
Commencement Date	1st April 2022
Confidential Information	means information, the disclosure of which would constitute an actionable breach of confidence, which has either been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which relates to the business, affairs, properties, assets, trading practices, the Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all Personal Data
Contract Manager	means the person for the time being appointed by the Authority as being authorised to place orders on behalf of the Authority and to administer the Agreement on behalf of the Authority or such person as may be nominated in writing by the Contract Manager to act on its behalf from time to time
Contract Period	means the duration of the Agreement which commences on the Commencement Date and continues for the Initial Contract Period.
Controller	the meaning given in the GDPR
Coronavirus	the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
Coronavirus Event	a Coronavirus epidemic or pandemic that is likely to directly and reasonably prevent, hinder or delay the performance of the Service Provider's obligations under the Agreement

Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
Data Protection Legislation	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA to the extent that it relates to processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy
Data Protection Officer	the meaning given in the GDPR
Data Subject	the meaning given in the GDPR
Data Subject Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data
DPA	means the Data Protection Act 2018
Effective Date:	the date(s) on which the Services (or any part of the Services), transfer from the Authority to the Service Provider or Sub-Contractor, and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Service Provider or Sub-Contractor.
EIR	means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
Employee Liability Information:	the information that a transferor is obliged to notify to a transferee under regulation 11(2) of TUPE
Employment Liabilities:	all claims, including claims without limitation for redundancy payments, unlawful deduction of

wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses.

FOIA

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

GDPR / UK GDPR

means the UK General Data Protection Regulation (Regulations)

Guidance

means any applicable guidance or directions with which the Service Provider is bound to comply

Information

has the meaning given under section 84 of the Freedom of Information Act 2000

Intellectual Property and Intellectual Property Rights

means the following and the rights in the following: patents, inventions, trade marks, service marks, logos, designs (whether registerable or otherwise), applications for any of the foregoing, copyright, databases, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off

Joint Controllers	where two or more Controllers jointly determine the purposes and means of processing
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply.
LED	means the Law Enforcement Directive (Directive (EU) 2016/680)
Local Government Transparency Code	means the Government Guidance of the same name published by the Ministry of Housing, Communities and Local Government on 27 February 2015, as amended from time to time
Party	means a party to this Agreement and Parties shall be construed accordingly
Personal Data / Personal Data Breach	the meaning given in the GDPR
Premises	means the location where the Services are to be provided as may be directed by the Council from time to time.
Price	the prices as set out in the Pricing Schedule attached to this Agreement at Schedule 2
Processor	the meaning given in the GDPR
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
Proposal	means the Service Provider's Proposal attached to this Agreement at Schedule 3
Relevant Transfer:	a relevant transfer of the Services for the purposes

	of TUPE.
Requests for Information	shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the EIR
Review Date	means the date as agreed between the Parties prior to the commencement of the Agreement
Services	means the services to be provided as specified in the Specification attached to this Agreement at Schedule 1
Service Provider's / Processor's Personnel	means all directors, officers, employees, agents, consultants and contractors of the Service Provider / Processor and/or of any sub-contractor /Sub-Processor engaged in the performance of its obligations under this Agreement
Service Provider's Proposal	means the Service Provider's Proposal attached to this Agreement at Schedule 3
Specification	means the description of the Services to be provided under the Agreement and attached at Schedule 1
Standing Orders	means the applicable version of standing orders or contract procedure rules of the Authority
Sub-Contractor:	the contractors or Service Providers engaged by the Service Provider to provide goods, services or works to, for or on behalf of the Service Provider for the purposes of providing the Services to the Authority.
Sub-Processor	any third party appointed to process Personal Data on behalf of the Service Provider related to this Agreement
Transferring Employees:	employees of the Authority whose contracts of employment transfer with effect from the Effective Date to the Service Provider by virtue of the application of TUPE.
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246)
Working Day	means the hours of 9am to 5pm Monday to Friday inclusive but excluding Bank and Public Holidays

Year means a period of twelve (12) consecutive months or part thereof during the Contract Period, the first year having commenced on the Commencement Date and each subsequent year commencing on the anniversary of the Commencement Date of this Agreement

2. General

- 2.1 The Authority's Contract Manager will be agreed in writing prior to the Commencement Date of the Agreement.
- 2.2 These terms and conditions apply to the Services provided by the Service Provider to the Authority and shall bind the Authority and Service Provider.
- 2.3 The Authority and the Service Provider may not change or vary any part of the Agreement or schedule unless they agree to do so in writing in accordance with Clause 27.
- 2.4 Except with the written consent of the other Party, neither Party shall make any press announcements or publicise the Agreement or any part thereof in any way.
- 2.5 The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the contract. This Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 2.6 The Service Provider shall provide as a minimum the following information:
 - a) Name/Address of Service Provider;
 - b) Contact name and telephone number of the Service Provider's office;
 - c) Documentation identifying the Service Provider's Personnel; and
 - d) Contact name and telephone number of the officer of the Authority who ordered the Services.

3. Provision of Services

- 3.1 The Service Provider shall at all times during the Contract Period provide the Services, or procure that the Services are provided:
 - a) with reasonable skill and care and in accordance with the best practice prevailing in the *graphic design identity, wayfinding and cultural/public* industry from time to time);

- b) in accordance with all applicable Laws and Guidance;
 - c) in accordance with the Specification;
 - d) in accordance with all relevant rules, codes, policies, procedures and standards of the Authority which may be referred to in the Specification; and
 - e) in accordance with the Service Provider's own established procedures and practices to the extent the same do not conflict with the requirements of Clause 3.1(a) to (d) .
- 3.2 Time of performance of the Services shall be of the essence.
- 3.3 The Service Provider shall provide the Services in a professional and timely manner and in accordance with best practice and the requirements of the Authority.
- 3.4 The Service Provider shall not delegate any duties or obligations in respect of the Services unless specifically authorised by the Authority.
- 3.5 The Service Provider shall notify the Authority immediately on becoming aware that it may be unable to provide the Services in accordance with the Agreement. The Service Provider shall provide the Services to the Authority with effect from the Commencement Date and for the Contract Period in accordance with the provisions of this Agreement.
- 3.6 In the event that the Service Provider does not comply with the provisions of this Agreement in any way, the Authority may without prejudice to its other rights under this Agreement:
- a) specify by written notice to the Service Provider such dates and/or times for the provision of the Services as it sees fit to address such non-compliance with this Agreement; and/or
 - b) may terminate this Agreement in whole or part with immediate effect by the service of written notice on the Service Provider; and/or
- 3.7 If this Agreement is terminated by the Authority as a result of the Service Provider's non-compliance with this Agreement such termination shall be at no loss or cost to the Authority and the Service Provider hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination for non-compliance including but not limited to the cost of purchasing alternative Services elsewhere.

4. Price and Payment

- 4.1 The Price shall be as detailed in the Pricing Schedule attached to this Agreement at Schedule 2 and shall not increase during the Contract Period.
- 4.2 The Authority shall pay for the Services as stipulated at Schedule 2 and within thirty(30) days of receipt by the Authority of a detailed invoice (and where VAT is payable a VAT invoice).All invoices must include reference to a valid Authority purchase order number. The Service Provider shall submit all invoices electronically in PDF format to a pre-defined Authority invoice email address or via XML. In the event that electronic submission is not possible the Service Provider shall notify the Authority to agree a suitable alternative method.

5. Inspection of Services

- 5.1 The Authority shall be entitled to inspect and observe the progress of the Services at any time whether on the Premises or those of the Service Provider or the Service Provider's Personnel and to reject any Services that are not in accordance with the Agreement. Upon rejection by the Authority the Service Provider shall forthwith re-provide any Services so rejected. Any such inspection or testing by the Authority shall not relieve the Service Provider of any obligations under the Agreement.

6. Service Provider's Warranties

- 6.1 The Service Provider hereby represents and warrants to the Authority that the Services shall be provided in accordance with Clause 3.
- 6.2 The warranty above shall be construed as a separate representation or warranty and shall not be limited by the terms of any of the other warranties or by any other term of the Agreement.
- 6.3 The warranty shall continue in full force and effect notwithstanding delivery or payment for the Services and notwithstanding termination of the Agreement for any reason.
- 6.4 If during the inspection of the Premises any Services are shown to be defective but capable of remedy then the Service Provider shall remedy them in accordance with the Specification at Schedule 1.

7. Indemnity and Insurance

- 7.1 The Service Provider shall indemnify the Authority and keep the Authority indemnified in full against all direct indirect or consequential liability loss damages injury costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Authority as a result of or in connection with:

- a) any breach (in whole or part) of any of the warranties on the part of the Service Provider;
 - b) any damage to property or Premises to the extent that such damage is caused by relates to or arises from the provision of the Services;
 - c) any claim made against the Authority in respect of any liability loss damage injury cost or expense sustained by the Authority's employees or by any third party to the extent that such liability loss damage injury cost or expense is caused by relates to or arises from the provision of the Services;
 - d) any negligent act or omission of the Service Provider or the Service Provider's Personnel in providing the Services which causes financial loss to the Authority;
- 7.2 The Authority may set off against any sums due to the Service Provider whether under these terms and conditions or otherwise any lawful set-off or counterclaim to which the Authority may at any time be entitled.
- 7.3 The Service Provider shall maintain employers and public liability insurance cover with a reputable insurance company to the satisfaction of the Authority and with minimum indemnity limits per occurrence of £{£5,000,000.00(five million pounds)} and £{£5,000,000.00(five million pounds)} respectively. In addition, at the request of the Authority, the Service Provider may be required to maintain professional indemnity cover with a minimum indemnity limit of £{£250,000.00(two hundred fifty thousand) (} per occurrence. Proof of cover will be produced before the Contract Commencement Date and at any time on demand by the Authority including the policy and evidence of premium payment.

8. Service Provider's Obligations

- 8.1 The Service Provider shall provide the Services with due skill and attention and in accordance with best industry practice in relation to the provision of services the same as or substantially similar to the Services
- 8.2 The Service Provider shall notify the Authority immediately on becoming aware that it may be unable to provide the Services either at the location specified and/or on the day(s) and/or at the times specified or in accordance with any instructions specified.

9. THIS CLAUSE HAS BEEN PURPOSELY LEFT BLANK

10. Status

- 10.1 The Service Provider shall at no time act on the Authority's behalf nor shall they hold themselves out as acting on the Authority's behalf and the Service Provider understands that this Agreement does not create an agency or partnership of any kind between the Service Provider and the Authority.

11. Termination

- 11.1 The Authority may terminate the Agreement without cause on giving the Service Provider 45 business days' (being Monday to Friday excluding bank holidays) notice of such termination in writing.
- 11.2 The Authority shall be entitled immediately to terminate the Agreement and to recover from the Service Provider the amount of any loss resulting from such termination if the Service Provider is in breach of any of the terms of the Agreement.
- 11.3 The Authority may terminate the Agreement at any time before the Services are provided by giving written notice. On giving such written notice:
- a) the Service Provider shall cease to be bound to provide the Services and the Authority shall cease to be bound to accept the Services;
 - b) the Authority shall cease to be bound to pay that part of the Price which relates to those Services which have not been accepted;
 - c) the Authority shall not be liable for any loss or damage whatsoever arising from such termination.
- 11.4 The Authority may terminate this Agreement at any time in the event of the Service Provider (in the case of an individual) becoming bankrupt or making a composition or arrangement with his creditors or (in the case of a company) having a winding up order made or (except for the purposes of reconstruction or amalgamation) a resolution for voluntary winding up is passed or a receiver or manager administrator or administrative receiver is appointed or possession taken of the Service Provider's assets by or on behalf of the holders of any debentures secured by a floating charge and the Authority shall be entitled to repayment of any monies paid in advance.
- 11.5 The Agreement shall come to an end at the end of the Contract Period if it has not already come to an end or been terminated before that date.
- 11.6 Termination or coming to an end of the Agreement shall be without prejudice to any claims for prior breach of the Agreement and all of the terms and conditions which expressly or impliedly have effect after termination of the Agreement for any reason will continue to be enforceable notwithstanding such termination or coming to an end.

12. Assignment

- 12.1 The Service Provider shall not assign sub-contract licence or otherwise dispose of any part of its rights and obligations unless agreement in writing has been given by the Authority. Before considering whether to give such agreement the Authority must satisfy itself that any such assignment sub-contract licence or disposal shall be in accordance with the Authority's Standing Orders.

13. Severability

- 13.1 Any provision herein which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of the Agreement.

14. Waiver

- 14.1 No waiver or forbearance by the Authority (whether express or implied) in enforcing any of its rights under the Agreement or these terms and conditions shall prejudice its rights to do so in the future

15. Anti-Corruption

- 15.1 The Service Provider shall not:

- a) offer or agree to give any person working for or engaged by the Authority any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between the Service Provider and the Authority, including its award to the Authority and any of the rights and obligations contained within it; or
- b) enter into this Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Authority by or for the Service Provider, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Authority before execution of this Agreement.

- 15.2 If the Service Provider (including any of the Service Provider's Personnel) in all cases whether or not acting with the Service Provider's knowledge breaches:

- a) Clause 15.1; or
- b) the Bribery Act 2010

in relation to this Agreement or any other contract with the Authority, the Authority may terminate this Agreement by written notice with immediate effect.

- 15.3 Any termination under Clause 15.2 shall be without prejudice to any right or remedy that has already accrued, or substantially accrues, to the Authority.
- 15.4 Notwithstanding the Arbitration Clauses below any dispute relating to:
- a) the interpretation of Clause 15.1 to Clause 15.3 inclusive; or
 - b) the amount of value of any gift, consideration or commission
- shall be determined by the Authority and the decision shall be final and conclusive.
- 15.5 For the purpose of this Clause the expression "loss" shall include the reasonable cost to the Authority of the time spent by its officers in terminating the Agreement and in making alternative arrangements for the supply of the Services.

16. Anti-Slavery

- 16.1 The Service Provider, if required to make a statement under Section 54 of the Modern Slavery Act 2015, shall notify the Authority each time its statement is published.
- 16.2 The Service Provider warrants from the Commencement Date and throughout the Contract Period that to the best of its knowledge:
- a) No activity constituting an offence under the Modern Slavery Act 2015 is occurring within its business; and
 - b) No activity constituting an offence under the Modern Slavery Act 2015 is occurring within its supply chain.
- 16.3 The Service Provider shall procure that any of its sub-contractors shall not engage in activity which would constitute a breach of this Clause.
- 16.4 The Service Provider acknowledges that the Authority is subject to the requirements of Section 52 of the Modern Slavery Act 2015 and the Modern Slavery Act 2015 (Duty to Notify) Regulations 2015 and shall assist and co-operate with the Authority (at the Service Provider's expense) to enable the Authority to comply with its duties.
- 16.5 If the Service Provider becomes aware of or has a reasonable suspicion of a breach of this Clause, it shall immediately notify the Authority.
- 16.6 If the Service Provider makes a notification to the Authority pursuant to Clause 16.5 above, the Service Provider shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the

Authority to access the documents which led the Service Provider to make the notification.

16.7 If the Service Provider is in Default under Clauses 16.2 and/or 16.3, the Authority may:

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

16.8 If the Service Provider is in default under this Clause, the Authority shall make a notification to the Secretary of State pursuant to section 52 of Modern Slavery Act 2015.

16A. Business Continuity

16A.1. The Service Provider acknowledges that the Authority has business continuity and emergency planning obligations pursuant to the requirements of the Civil Contingencies Act 2004.

16A.2. The Service Provider shall provide to the Authority either on the Commencement Date or within 30 days of the Commencement Date, draft documented arrangements for the Authority's approval (such approval not to be unreasonably withheld) that meet good practice guidelines to effectively protect the Authority from the consequences of a business interruption or series of business interruptions to the provision of the Services (the "**Business Continuity Plan**"). The Business Continuity Plan shall, as a minimum, set out details of the response to, management of recovery from and continuity strategies that will be implemented when a business interruption or series of business interruptions to the provision of the Services occurs.

16A.3. The Service Provider shall ensure that, as a minimum, the Business Continuity Plan:

- a) fully integrates with the Authority's own business continuity arrangements and business continuity policies;
- b) includes detailed plans for restoring and maintaining the provision of the Services depending on the nature of the disruptive incident;

- c) includes detailed plans for restoring, adapting and/or maintaining the provision of the Services in the event of a Coronavirus Event;
- d) includes plans for maintaining regular communication with the Authority during a business interruption or series of business interruptions; and
- e) includes an IT service continuity plan.

16A.4. The Service Provider shall provide an annual update to the Service Provider of the Business Continuity Plan ensuring compliance at all times with this clause.

16A.5. The Service Provider shall undertake a test of the Business Continuity Plan no less than once per annum; or more frequently if it is practicable under this Agreement. The Service Provider shall inform the Authority when such tests or exercises are scheduled (providing at least one month's notice) and, if requested to do so, the Service Provider shall provide to the Authority a written report of the outcomes of such tests or exercises.

16A.6. The Authority reserves the right to attend any business continuity tests or exercises undertaken by the Service Provider and to invite the Service Provider to any relevant business continuity exercises held by the Authority.

16A.7. The Authority reserves the right to audit the Business Continuity Plan. The Authority will accept audits that cover the Services carried out by a {United Kingdom Accreditation Service} accredited auditor, provided that the scope of the audit covers the Services delivered by this Agreement.

16A.8. The Service Provider shall promptly, and in any event within {30} days, implement any actions or remedial measures which the Service Provider or Authority considers to be necessary as a result of:

- a) audits;
- b) business continuity tests or exercises;
- c) business interruptions;
- d) emerging risks;
- e) a change to the Services; and/or
- f) a change to underlying business processes.}

17. Dispute Resolution

- 17.1 In the event that the Authority and the Service Provider cannot settle a dispute which will lead to the termination of the Agreement then the dispute may (at the option of either Party) be referred for expert determination by an expert who will be a member of the Institute of Arbitrators.
- 17.2 The expert shall be selected by mutual agreement within fourteen (14) days of a request from one Party to the other. In the absence of agreement the selection will be undertaken by a third party selected by mutual agreement.
- 17.3 Fourteen (14) days after the expert has accepted the appointment the Parties shall submit a written report on the dispute to the expert and to each other and 7 days thereafter shall submit any written replies they wish to make to the expert and to each other.
- 17.4 Both Parties will then afford the expert any necessary assistance that the expert requires to consider the dispute.
- 17.5 The expert shall be instructed to deliver his/her determination to the Parties within fourteen (14) days of the submission of the written reports.

18. Data Protection

The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Service Provider is the Processor unless otherwise specified in Schedule 4. The only processing that the Processor is authorised to do is listed in Schedule 4 by the Controller and may not be determined by the Processor.

- 18.1 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 18.2 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and

- d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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

- a) process that Personal Data only in accordance with Schedule 4, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- c) ensure that :
 - i. the Processor's Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 4);
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Processor's Personnel who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Processor's duties under this Clause;
 - B. are subject to appropriate confidentiality undertakings with the Processor or any Sub-Processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and

- d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - i. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - iv. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- e) at the written direction of the Controller, and at the Processor's sole cost, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

18.4 Subject to Clause 18.6, the Processor shall notify the Controller immediately if it:

- a) receives a Data Subject Request (or purported Data Subject Request);
- b) receives a request to rectify, erase or cease the processing of any Personal Data;
- c) receives any other request, complaint or communication from any third party relating to either Party's obligations under the Data Protection Legislation;
- d) receives any communication from the Information Commissioner or any other regulatory Controller in connection with Personal Data processed under this Agreement;
- e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f) becomes aware of a Data Loss Event.

- 18.5 The Processor's obligation to notify under Clause 18.5 shall include the provision of further information to the Controller in phases, as details become available.
- 18.6 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation including any complaint, communication or request made under Clause 18.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- a) the Controller with full details and copies of the complaint, communication or request;
 - b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d) assistance as requested by the Controller following any Data Loss Event including but not limited to all information and findings relating to any internal or external investigation into the Data Loss Event;
 - e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 18.7 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- a) the Controller determines that the processing is not occasional;
 - b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 18.8 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 18.9 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

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

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

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

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

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

18.14 Where the Parties include two or more Joint Controllers as identified in Schedule 4 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 5 in replacement of Clauses 18.1-18.14 for the Personal Data under Joint Control.

19. Confidentiality and Intellectual Property

19.1 Each Party shall:

- a) treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- b) not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

- 19.2 At any time whether prior to or upon the termination or expiration of the Agreement the Service Provider shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Service Provider shall not make or retain copies. The Service Provider shall certify full compliance with this Clause.
- 19.3 The Service Provider shall ensure that all electronic/digital records in its possession, custody or control which relate to personal information of the Authority's employees, rate-payers or service users, are delivered up to the Authority or securely destroyed.
- 19.4 The Service Provider shall:
- a) take all necessary precautions to ensure that all Confidential Information obtained from the Authority under or in connection with the Agreement is given only to such of the Service Provider's Personnel and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;
 - b) take all necessary precautions to ensure that all Confidential Information obtained from the Authority under or in connection with the Agreement is treated as confidential and not disclosed (without prior Approval) or used by any of the Service Provider's Personnel or such professional advisors or consultants' otherwise than for the purposes of the Agreement;
 - c) where it is considered necessary in the opinion of the Authority, ensure that the Service Provider's Personnel or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Agreement; and
 - d) not use any Confidential Information received otherwise than for the purposes of the Agreement or as otherwise set out in this Agreement.
- 19.5 The provisions of Clauses 19.1 to Clauses 19.3 shall not apply to any Confidential Information received by one Party from the other:
- a) which is or becomes public knowledge (otherwise than by breach of this Clause 19);
 - b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

- d) is independently developed without access to the Confidential Information; or
- e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR pursuant to Clause 20 (Freedom of Information).

19.6 Nothing in this Clause shall prevent the Authority:

- a) disclosing any Confidential Information for the purpose of the examination and certification of the Authority's accounts; or any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
- b) disclosing any Confidential Information obtained from the Service Provider to any other department, office or to any person engaged in providing any services to the Authority for any purpose relating to or ancillary to the Agreement;
- c) provided that in disclosing information under Clause 19.6 a) or b) the Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

19.7 Nothing in this Clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

19.8 In the event that the Service Provider fails to comply with Clauses 19.1 to Clauses 19.6, the Authority reserves the right to terminate the Agreement by notice in writing with immediate effect.

19.9 All Intellectual Property conceived or made by the Service Provider in the course of providing the Services will belong to the Authority and the Service Provider hereby assigns and agrees to assign all their interest therein to the Authority. Whenever requested to do so by the Authority the Service Provider will at the Authority's expense execute any and all applications assignments or other instruments which the Authority deems necessary to give effect thereto.

20. Freedom of Information and Transparency

20.1 The Service Provider acknowledges that the Authority is subject to the requirements of the FOIA and the EIR and shall assist and cooperate

with the Authority (at the Service Provider's expense) to enable the Authority to comply with these Information disclosure requirements.

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

- a) Provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR;
- b) transfer to the Authority the Request for Information as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information;
- c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

20.3 The Service Provider acknowledges that the Authority may be required under the FOIA and EIR to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Service Provider. The Authority shall take reasonable steps to notify the Service Provider of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.

20.4 The Service Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with Clause 20.3.

20.5 **Transparency**

20.5.1 The Service Provider acknowledges that the Authority is subject to the Local Government Transparency Code

20.5.2 The Service Provider and its sub-contractors shall assist and cooperate with the Authority to enable the Authority to meet its obligations pursuant to:

a) the Local Government Transparency Code

b) other relevant legislation; and

all relevant Authority policies including, but not limited to, the Authority's "Declaration and Commitment Statement to Transparency"

c) ¹

20.5.3 The Service Provider acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Authority shall determine whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Authority shall consult with the Service Provider to inform its decision regarding any redactions and shall have due regard to the Service Provider's representations but shall have the final decision at its absolute discretion.

20.5.4 Notwithstanding any other provision of this Agreement, the Service Provider hereby gives its consent for the Authority to publish to the general public this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Agreement agreed from time to time.

20.5.5 Where data is held by the Service Provider on behalf of the Authority, the Service Provider will ensure that any such datasets as reasonably requested by the Authority (to meet its obligations pursuant to Clause 20.5.4) will be made available to the Authority without charge in a machine-readable format for publication.

21. Health and Safety

21.1 The Service Provider shall at all times adopt safe methods of work and comply with the requirements of the Health and Safety at Work etc Act 1974 as amended and all other relevant statutory provisions.

21.2 For the avoidance of doubt it is agreed that it is the responsibility of the Service Provider (at no additional cost to the Authority) to provide such health, safety and welfare measures as may be necessary and as required by legislation associated guidance and approved codes of

¹<https://www.barnet.gov.uk/sites/default/files/assets/citizenportal/documents/councilanddemocracy/0087200penDataA4Leafletdigital.pdf>

practice both for the Service Provider's Personnel and all persons coming into the Premises.

- 21.3 The Service Provider shall within one month of the Commencement Date prepare and deliver to the Authority a Health & Safety Policy. The policy shall be reviewed annually at the same time and an amended copy delivered to the Authority. Copies of current policy shall at all times be made available to the Service Provider's Personnel.
- 21.4 The Service Provider shall nominate a competent qualified and experienced person to be responsible for the health, safety and welfare matters.
- 21.5 the Authority may suspend the provision of the Services in the event of non-compliance by the Service Provider with the requirements of this Clause and/or of any legislation with regards to health and safety matters. The Service Provider shall not resume provision of the Service until the Authority is satisfied that the non-compliance has been rectified. Any such period of suspension shall be considered to be a period during which the Service Provider has wrongfully failed to provide the Services.

22. Equal Opportunities

- 22.1 The Service Provider shall at all times comply with its statutory obligations under the Equality Act 2010 and Codes of Practice issued by the Equality and Human Rights Commission and other relevant legislation.

23. THIS CLAUSE HAS BEEN PURPOSELY LEFT BLANK

24. THIS CLAUSE HAS BEEN PURPOSELY LEFT BLANK

25. Force Majeure and Coronavirus

- 25.1 Force Majeure shall mean any Act of God fire tempest war insurrection riot civil disturbance rebellion emergency government regulations or embargoes explosions floods or sustained failure of public power supplies and other events beyond the reasonable control of the Service Provider or the Authority where such events could not have been prevented by the taking of reasonable steps to avoid or mitigate such events.
- 25.2 The Service Provider shall not be liable for any delays or failures in performance of its obligations under the Agreement, in whole or in part (excluding payment of moneys due) to the extent that such delay or non-performance is due to Force Majeure.

- 25.3 The Authority shall not be liable for any delays or failures in performance of its obligations under this Agreement, in whole or in part, (excluding payment of moneys due) to the extent that such delay or non-performance is due to Force Majeure.
- 25.4 For the avoidance of doubt, it is hereby expressly agreed that industrial relations difficulties or failure to provide adequate assets, premises, equipment, materials consumables and/or staff or similar matters, which a prudent and diligent Service Provider could have avoided with the application of foresight are not to be considered as events of Force Majeure.
- 25.5 The Party claiming Force Majeure will promptly notify the other in writing of the reasons for the delay or failure (and the likely duration) and will take all reasonable steps to overcome the delay or failure and that Party will continue to perform all other obligations which are not prevented by such Force Majeure. As regards such delay or failure the Party claiming Force Majeure will take all reasonable steps to bring the circumstances to a close or to find a solution whereby the Agreement may be performed despite the Force Majeure.
- 25.6 If the Force Majeure in question prevails for a continuous period in excess of three (3) months after the date on which the Force Majeure begins, the Parties shall meet to agree upon the action to be taken to avoid further delay in the performance of the Agreement. If no agreement is reached within a further period of two months then either Party may be given notice in writing terminating the Agreement on a date being not less than one month after the date on which such notice is served.

25.7 Coronavirus

- 25.7.1 {Notwithstanding the ongoing and foreseeable nature of the global Coronavirus pandemic}, subject to the remaining provisions of this Clause 25.7, neither party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Coronavirus Event.
- 25.7.2 In the event that either party is delayed or prevented from performing its obligations under this Agreement by a Coronavirus Event, such party shall:
- a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

- b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement, including but not limited to remote working and all other reasonable measures; and
 - c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 25.7.3 The Service Provider cannot claim relief from the performance of any of its obligations under the Agreement which are unaffected by a Coronavirus Event, and can only claim partial relief from performance of obligations which are only partially affected by a Coronavirus Event, and shall therefore remain liable for performance or partial performance as appropriate of all obligations under the Agreement that are reasonably achievable despite the existence of a Coronavirus Event.
- 25.7.4 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Coronavirus Event and to facilitate the continued performance of this Agreement.
- 25.7.5 Where the Service Provider is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Coronavirus Event in accordance with Best Industry Practice.
- 25.7.6 The affected party shall notify the other party as soon as practicable after the Coronavirus Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Coronavirus Event unless agreed otherwise by the parties.
- 25.7.7 The Authority may, during the continuance of any Coronavirus Event, terminate this Agreement by written notice to the Service Provider if the Coronavirus Event affects all or a substantial part of the Services and continues for more than sixty (60) Working Days or within any other reasonable timeframe reasonably stipulated by the Authority.
- 25.7.8 Where the Authority has the right to terminate this Agreement under Clause 25.7.7 above it may, prior to or instead of terminating the whole of this Agreement, serve a notice requiring the partial termination of this Agreement to the extent that it relates to any part of the Services which are materially affected by the Coronavirus Event.

- 25.7.9 If this Agreement is terminated by the Authority under this clause such termination shall be at no loss or cost to the Authority and the Authority shall not be liable to the Service Provider for any losses or costs which the Service Provider may suffer as a result of any such termination including, for the avoidance of any doubt, any claim for loss and expense or loss of business or profits.

26. Notices

26.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing marked for the attention of the other Party and shall be:

- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); and
- b) sent by email to the Party's authorised representative at the email address specified by each Party.

26.2 Any notice or communication shall be deemed to have been received:

- a) if delivered by hand, on signature of a delivery receipt;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; and
- c) if sent by email, at 9.00 am on the next Working Day after transmission.

26.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this Clause, "writing" shall include e-mail.

27. Variation

27.1 The Parties may agree in writing at any time to vary this Agreement.

28. Consequences of Termination

28.1 On the expiry of the Contract Period or if this Agreement is terminated in whole or in part for any reason, the Service Provider shall co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a replacement service provider.

28.2 On termination of this Agreement (or where reasonably so required by the Authority) the Service Provider shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith at the Service Provider's cost and the Service Provider shall certify full compliance with this Clause.

28.3 The provisions of Clause 7 (Indemnity and Insurance), Clause 11 (Termination), Clause 18 (Data Protection), Clause 19 (Confidentiality & Intellectual Property), Clause 20 (Freedom of Information) and this Clause 28 (Consequences of Termination) shall survive termination or expiry of this Agreement.

29. Third Parties

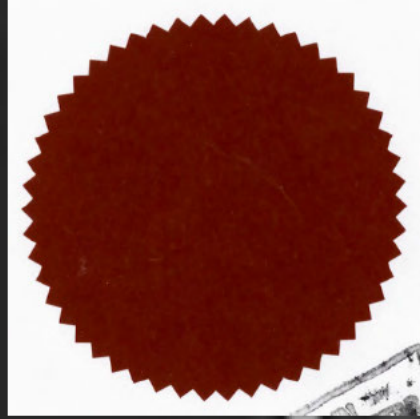
29.1 No person who is not a party to the Agreement shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

30. Jurisdiction

30.1 The Agreement shall be governed and construed in accordance with the law of England and Wales and each Party agrees to submit to the exclusive jurisdiction of the Courts of England.

31. Costs

31.1 Each of the Parties shall pay their own costs and expenses incurred by them in connection with this Agreement.



Executed as a deed by **NSEP COMMUNITY INTEREST COMPANY**

acting by either: two of its directors; a director
and its company secretary or by a single director
in the presence of a witness



Director Signature

.....GARY PETTENGELL.....

Director Name



Secretary Signature

...SARAH PETTENGELL.....

Secretary Name

SCHEDULE 1: SPECIFICATION

Effective Date: 1st April 2022

1. Service Overview

This Service is for a period of 48 months.

2. Goals & Objectives

The **purpose** of this Service to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Authority by the Service Provider. The **goal** of this Service is to obtain mutual Service for IT service provision between the Service Provider and the Authority

- I. The **objectives** of this Service are to:
- II. Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- III. Present a clear, concise and measurable description of service provision to the Authority .
- IV. Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider and Authority will be used as the basis of the Service and represent the **primary stakeholders** associated with this SLA:

4. Periodic Review

The **Director of Services** ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual Service is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

Director of Services: Sarah Pettengell, Empowering-Communities

Next Review Date: December 2022

5. Service Scope

The following Services are covered by this Agreement;



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6 Authority Requirements

I. Authority Responsibilities and/or requirements in support of this Service include:

II. [REDACTED]

III. The Authority's use of E-CINS is deemed to continue unless and until it is terminated by the Authority or the Service Provider in accordance with this agreement. The Authority shall have the right to cancel this Service by giving not less than 45 days notice in writing expiring on the anniversary of their renewal date. The Service Provider shall have the right to terminate this Service by giving not less than 90 days notice expiring on the anniversary of the Authority's renewal date and forthwith if the Authority breaches any of these terms and conditions.

7 Service Provider Requirements

Service Provider Responsibilities and/or requirements in support of this Service include:

- I. Meeting response times associated with service related incidents.
- II. Appropriate notification to The Authority for all scheduled maintenance.
- III. If the Service Provider suspects that any information provided to it by The Authority (whether in relation to application details or the use of the system or otherwise) is untrue, inaccurate, incomplete or not current, the Service Provider may (in its discretion) refuse to grant access or may suspend access or terminate the Authority's use of E-CINS. 6

8 Service Assumptions

Assumptions related to in-scope services and/or components include: Changes to services will be communicated and documented to all stakeholders.

- I. [REDACTED]
- II. [REDACTED]
- III. [REDACTED]

9 Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

10 Service Availability

- I. [REDACTED]
- II. [REDACTED]
- III. [REDACTED]
- IV. [REDACTED]
- V. [REDACTED]
- VI. [REDACTED]

11 Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Authority following our escalation policy.

12 Secure Data Processing

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Our Information Security Policy is reviewed annually as a minimum.

[REDACTED]

Deputy Information Asset Administrator: [REDACTED] (Quality Manager);

Data Protection Officer: Sarah Pettengell (Director of Services)

A consistent and effective approach is applied to the management of information security incidents.

Responsibilities and procedures are in place to handle information security events and weakness effectively once they have been reported. Where evidence is required, it is collected to ensure compliance with legal requirements.

Empowering-Communities E-CINS Service Level Agreement

[REDACTED]

13 Return of data

At the end of the commercial relationship data will be returned to the Data Controller (Authority) using an approach to be agreed between

14 Empowering- Communities and the Authority.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

vii. These refer to very unlikely situations. For example: where an organisation uses E-CINS for areas outside of the SLA District.

[REDACTED]

[REDACTED]

SCHEDULE 2: PRICING SCHEDULE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 3: SERVICE PROVIDER'S PROPOSAL

SCHEDULE 4: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Data Protection Officer: Lucy Martin (Records and Information Service Manager)

Description	Details
Subject matter of the processing	<p>The Service Provider will provide and maintain a multi agency IT Platform which enables secure sharing as follows:</p> <ul style="list-style-type: none"> • Case Management which will be used by Family Services Domestic Abuse and MARAC team, Community Safety team for multiple areas including crime prevention, community safety, and CAFT anti-fraud; and • the Potential Violent Persons Register (PVPR) which will be managed by the Safety, Health and Wellbeing team (SHAW), who oversee entry of information onto the system, with data entry done by the service area. Each service will have someone who co-ordinates at service level and access will be rolled out to partners/ contractors Re, CSG and Barnet Group and BELS teams for employee safety. <p>As part of this Contract the Service Provider shall be required to process personal, special category data, law enforcement including criminal data and security intelligence services about the service users (some of who are classified as vulnerable) in order to provide the Services.</p>
Duration of the processing	This agreement is for an Initial Term of 3 years from 1st April 2022 to 31 st March 2026
Nature and purposes of the processing	<p><i>Purpose of the processing</i> Environmental Crime Lawful basis: Environmental Protection Act 1990 To identify, prevent and prosecute environmental crime. We want to deter individuals from committing environmental crime. As a result of investigations individuals or businesses may be subject to the issuing of Fixed penalty notices or prosecution though</p>

Prevent and Channel

Lawful basis:

Counter Terrorism and Security Act 2015
The Revised Prevent Duty Guidance - the statutory Channel guidance

The Channel Project and Prevent Case Management (PCM) is a community-based initiative which works with the police, local organisations, communities and the 'Prevent' strand of the Home Office Counter Terrorism Strategy "Contest" to respond to concerns about individuals at risk of, or vulnerable to, radicalisation that might lead to them becoming terrorists or supporting terrorism. These individuals may not have committed a criminal offence, but information held by police and statutory partners may raise concerns of extremism.

Counter Fraud

Lawful basis Fraud Act 2006

The council has a Corporate Anti-Fraud Team (CAFT), which is a specialist investigative unit established to investigate allegations of fraud and irregularities, including:

- housing tenancy fraud
- procurement fraud
- payroll and pension fraud
- other kinds of internal fraud, bribery, corruption or money laundering activity.
- blue badge fraud and misuse
- staff fraud

The Potentially Violent Persons Register

Lawful basis. Health and Safety at Work etc. Act 1974 and

Legal duty under RIDDOR – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 – to record and report incidents of work-related violence.

To assist the council in meeting its legal obligation to assess the risks to our employees (including the risk of reasonably foreseeable violence) for the purposes of maintaining a Potentially Violent Persons

[REDACTED]

- Restrictions on use where information is shared with partners such as
- All access to ECINS requires a sponsored organisational requester and the system requires the individual to provide specific and verified user data
- Domestic Abuse Contractors access the system in their secure office premises
- Police access to the system is undertaken in secure police premises
- IOM/Probation access into the system is undertaken in secure Probation/Police offices.
- For Potentially Violent Persons register, other local authorities, police, Health Agencies, Voluntary Agencies, Housing Providers, Barnet Homes, BELS, CSG and Re staff access into the system is undertaken in secure office premises
- Information Sharing Agreements in place

	<p>on an annual basis and cases that have reached their retention period will be required to be deleted. Individual Profiles are archived when the case is deemed no longer active. Information will be removed/deleted manually at the end of the retention period. Cases in scope for the deletion (weeding) process at the 10-year point will need to be reviewed at the 7-year point of case being open. The organisational administrator is the only profile which can request deletion of the case via ECINS.</p> <p><u>Will it be adapted/altered?</u> The Service Provider may anonymise data in order to share information managers in reports</p>
<p>Type of Personal Data</p>	<ul style="list-style-type: none"> ▪ Name ▪ address, ▪ contact details ▪ date of birth, ▪ Equalities information ▪ Property information ▪ Social services information ▪ Human resources information ▪ Employment ▪ Education information ▪ Housing information ▪ Family/ relationship information ▪ NHS information ▪ Information from another local authority ▪ Images in photographs, film or CCTV ▪ Referral/ Assessment information ▪ Referees ▪ Criminal (allegation or prosecution) information ▪ Health/ medical information ▪ Support work

Management Plan (or where reasonably so required by the Authority before such completion) the Service Provider shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered and returned to the Authority forthwith and the Service Provider's Chief Executive Officer shall certify full compliance with Clause 40.