DATED   **201[ ]**

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

and

[NAME OF SUPPLIER]

[TITLE OF CONTRACT]

Corporate Contract Database Register No. [CONTRACT NUMBER]

Director of Law and Governance
Resources Directorate
Islington Council
7 Newington Barrow Way
London N7 7EP
Ref. [   ]

<p style="color:red; text-align:center;">**[Description of contract]**</p>

PARTIES:

1	Name	The Mayor and Burgesses of the London Borough of Islington	"the Council"
	Address	Town Hall, Upper Street, N1 2UD	

2	Name		"the Provider"
	Address		
	Business Number		

1. DATES

Start Date	
End Date	
Extension	

Any decision to extend will be at the sole discretion of the Council.

2. PAYMENT

Amount	
Frequency	

The Provider will invoice the Council and the Council will pay the invoice within 30 days of receipt of an invoice for Services previously rendered in accordance with this Contract.

3. LONDON LIVING WAGE

3A.1   Without prejudice to any other provision of this Contract, the Provider shall:

3A.1.1   ensure that none of its employees engaged in the provision of the Services is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage (unless otherwise directed by the Council).

3A.1.2   provide to the Council such information concerning the payment of the London Living Wage to its employees or to the employees of its sub-

contractors engaged in the provision of the Services as the Council may reasonably require from time to time; and

3A.1.3   co-operate and provide all reasonable assistance to the Council in monitoring the effect of the London Living Wage on the quality of service provided under this Contract.

3A.2   In this Condition 3A the London Living Wage shall mean the basic hourly wage of £10.20 (before tax, other deductions and any increase for overtime) as may be updated from time by the Greater London Authority.

4.   OBLIGATIONS

4.1   The Provider will carry out the Services (as set out in Schedule 1) with due skill, care and diligence, in a professional, ethical and courteous manner. The Provider will adhere to any instructions given by the Council. The Services should be carried out in compliance with all relevant laws and regulations including those related to health, safety and the environment. Disruptions to members of the public should be kept to a minimum.

4.2   The Provider should employ qualified and trained people for the Services and should adhere to all equal opportunities and anti-discrimination laws and regulations.

4.3   The Provider shall treat all information as confidential and should co-operate with any requests for information from the Council.

5.   LIABILITIES

5.1   The Provider will be fully liable for (and indemnify the Council for) the consequences of any failure to perform the Services properly – including default, damage, negligence, fraud and omission.

6.   MONITORING, DEFAULT AND TERMINATION

6.1   The Council will regularly monitor the Services. The Provider must carry out any rectifications (as instructed by the Council) within 7 days (unless otherwise agreed between the Parties). Failure to do so may result in a reduction in payment.

6.2   Any issues relating to the performance of this Contract should be resolved between the Parties by negotiation. Either party may terminate this Contract early by giving one month's notice in writing.

7.   LAW

7.1   This Contract is to be governed and construed in accordance with the Laws of England and the Parties submit to the exclusive jurisdiction of the English Courts. The Contracts (Rights of Third Parties) Act 1999 does not apply.

8.   DATA PROTECTION

8.1A   For the purposes of this Condition 8 the terms "**Controller**", "**Processor"**,   " "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", and "**Data Protection Officer**" take the meaning given in the GDPR.

8.1B   For the purposes of this Condition 8 the flowing terms have the following meaning:

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the 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: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy;

Data Subject Access 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 2018: Data Protection Act 2018;

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679)

Law: shall include all Acts of Parliament and statutory regulations, instruments or orders, court decisions or judgements having the force of law and codes of practice issued thereunder and all applicable European Community legislation, as any of the same may be amended or interpreted from time to time.

LED: Law Enforcement Directive (Directive (EU) 2016/680)

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;

Provider's Personnel: means all directors, officers, employees, agents, consultants and contractors of the Provider and/or of any Sub-Provider engaged in the performance of its obligations under this Agreement;

Sub-processor: any third Party appointed to process Personal Data on behalf of the Provider related to this Agreement.

8.2   The Parties acknowledge that for the purposes of the Data   Protection Legislation, the Council is the Controller and the Provider is the Processor. The only processing that the Provider is authorised to do is listed in Schedule 2 by the Council and may not be determined by the Provider.

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

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

8.4.1   a systematic description of the envisaged processing operations and the purpose of the processing;

8.4.2   an assessment of the necessity and proportionality of the processing operations in relation to the Services;

8.4.3   an assessment of the risks to the rights and freedoms of Data Subjects; and

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

8.5   The Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

8.5.1   process that Personal Data only in accordance with Schedule 2, unless the Provider is required to do otherwise by Law. If it is so required the Provider shall promptly notify the Council before processing the Personal Data unless prohibited by Law;

8.5.2   ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:

8.5.2.1   nature of the data to be protected;

8.5.2.2   harm that might result from a Data Loss Event;

8.5.2.3   state of technological development; and

8.5.2.4   cost of implementing any measures;

8.5.3   ensure that:

8.5.3.1 the Provider Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 2);

8.5.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Provider Personnel who have access to the Personal Data and ensure that they:

8.5.3.2.1 are aware of and comply with the Provider's duties under this clause;

8.5.3.2.2 are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;

8.5.3.2.3 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this Contract; and

8.5.3.2.4 have undergone adequate training in the use, care, protection and handling of Personal Data; and

8.5.4 not transfer Personal Data outside of the EU unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

8.5.4.1 the Council or the Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Council;

8.5.4.2 the Data Subject has enforceable rights and effective legal remedies;

8.5.4.3 the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and

8.5.4.4 the Provider complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;

8.6 Subject to clause 8.7, the Provider shall notify the Council immediately if it:

8.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

8.6.2 receives a request to rectify, block or erase any Personal Data;

8.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

8.6.4   receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

8.6.5   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

8.6.6   becomes aware of a Data Loss Event.

8.7   The Provider's obligation to notify under clause 8.6 shall include the provision of further information to the Council in phases, as details become available.

8.8   Taking into account the nature of the processing, the Provider shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 8.6 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:

8.8.1   the Council with full details and copies of the complaint, communication or request;

8.8.2   such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

8.8.3   the Council, at its request, with any Personal Data it holds in relation to a Data Subject;

8.8.4   assistance as requested by the Council following any Data Loss Event;

8.8.5   assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.

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

8.9.1   the Council determines that the processing is not occasional;

8.9.2   the Council determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in   Article 10 of the GDPR; and

8.9.3   the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

8.10   The Provider shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.

8.11 The Provider shall designate a data protection officer if required by the Data Protection Legislation.

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

8.12.1 notify the Council in writing of the intended Sub-processor and processing;

8.12.2 obtain the written consent of the Council;

8.12.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 8 such that they apply to the Sub-processor; and

8.12.4 provide the Council with such information regarding the Sub-processor as the Council may reasonably require.

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

8.14 The Council may, at any time on not less than 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 Contract).

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

8.16 The Provider acknowledges that damages may not be an adequate remedy for breach of the provisions under this Contract. The Council reserves the right to seek equitable relief for a breach, including relief in the form of an injunction or specific performance.

8.17 The Provider shall indemnify and keep indemnified the Council against all actions, claims, costs, damages, deductions, expenses losses and liabilities incurred by the Council in respect of any breach by the Provider (and/or any act or omission of any sub-contractor) of its obligations under this Clause 8.

8.18 The Council may terminate this Contract forthwith by providing written notice to the Provider in the event that the Provider breaches any terms of this Clause 8.

8.19 Upon termination or expiry of this Contract the Provider shall (and ensure any sub-processors shall) within 10 Business Days, unless the Provider is legally required to preserve that type of data:

8.19.1 return all copies of information subject to the provisions under the DPA and/or GDPR to the Council in a secure format;

8.19.2　remove, delete or destroy any electronic Personal Data stored on the Provider's IT systems and/or any physical Personal Data retained by the Provider in any form whatsoever; and

8.19.3　certify to the Council its compliance with this clause 8.

SIGNED

Council Officer 1 (Name)	
Council Officer (Signature)	
Date	

Council Officer 2 (Name)	
Council Officer (Signature)	
Date	

Provider Officer (Name)	
Provider Officer (Signature)	
Date	

Schedule 1: **THE SERVICES**
[to be inserted]

SCHEDULE 2: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1.   The Provider shall comply with any further written instructions with respect to processing by the Council.

2.   Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	*[This should be a high level, short description of what the processing is about i.e. its subject matter]*
Duration of the processing	*[Clearly set out the duration of the processing including dates]*
Nature and purposes of the processing	*[Please be as specific as possible, but make sure that you cover all intended purposes.* *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.* *The purpose might include: employment processing, statutory obligation, recruitment assessment etc]*
Type of Personal Data	*[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]*
Categories of Data Subject	*[Examples include: Staff (including volunteers, agents, and temporary workers), Councils/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website et*
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	*[Describe how long the data will be retained for, how it be returned or destroyed]*