**Croydon Local Commissioning Model Contract**

|  |  |
| --- | --- |
| The Commissioner/We/Us | AUKC |
| The Provider/You | *Insert name of provider* |
| Effective date | *Insert start date* |
| Services | *Insert description of service to be provided including KPIs* |
| Term | *Insert period during which the service will be provided* |
| Price | *Insert amount of contract* |
|  |  |

1. The Commissioner appoints the Provider and the Provider agrees to provide the Services.
2. The Price shall remain fixed during the Term and be paid to the Provider in accordance with the Payment Schedule. The Price is exclusive of VAT. If the Provider is registered for VAT and the Services are a chargeable supply, the Commissioner will pay subject to receipt valid VAT invoice(s) from the Provider.
3. The Commissioner, its Agent Croydon Voluntary Action and the Provider shall co-operate as necessary to enable the Services to be provided.

**TERM**

1. This Contract shall commence on the date of this agreement and, unless terminated earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term. Except as otherwise provided in this Agreement, the obligations of the Provider will end upon the termination of this Agreement.
2. The Provider shall commence delivery of the Services on the Effective Date.

**PERFORMANCE**

1. You agree that you
2. have the right and authority to enter into this Contract and has the capability and capacity to fulfil its obligations under this Contract.
3. have all rights, consents, authorisations, licences and accreditations required to provide the Services and shall maintain such throughout the Term
4. will comply with laws and good practice so far as is relevant to the provision of the Services.
5. will provide the Services using reasonable skill and care using appropriately skilled, trained and experienced staff
6. will fully and promptly respond to reasonable requests for information in relation to this Contract, the Services, and complaints and disputes. provide us promptly with any information and reports including relevant monitoring information we require about the project and its impact on your community, both during and after the end of the project;
7. will obtain our written consent before making any significant changes to your project or to the status, ownership or constitution of your organisation;
8. will hold the funds received under this contract in a UK based bank or building society account which requires at least two unrelated people to approve all transactions and withdrawals;
9. will keep accurate and comprehensive records about your project both during the project and for seven years afterwards and provide us on request with copies of those records and evidence of expenditure of the grant such as original receipts and bank statements;
10. Evaluation is an essential funding requirement. You confirm that 5% of funds will be for evaluation purposes and that you will co-operate with any research or evaluation-related activities and further confirm that we may use any part of your application and/or project information for research or evaluation purposes;
11. You will let us know promptly about any significant issues or delays with your project or about any fraud, other impropriety, mismanagement or misuse in relation to the project or any legal claim and/or investigation made or threatened against you, any member of your governing body, or any organisation, employee or volunteer working on the project;

**PAYMENT**

1. We will make payment as follows:

* 50% of contract value – on signing this agreement
* 25% of contract value – on receipt of 2nd quarterly satisfactory monitoring report
* 25% of contract value – on receipt of 3rd quarterly satisfactory monitoring report t

**CONFIDENTIALILITY AND DATA PROTECTION**

1. All written and oral information and material disclosed or provided by the Commissioner to the Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor. The Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Provider has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
2. The Parties acknowledge their respective duties under Data Protection Legislation including the General Data Protection Regulations 2018 (GDPR) and the Data Protection Act 2018 and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Provider shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.
3. You will obtain the consent of your beneficiaries to receive and process their Personal Data in connection with the project

**SAFEGUARDING**

1. where your project involves working with children, or adults at risk, you must
2. establish appropriate safeguarding policies and procedures that all trustees, staff and volunteers follow, which fit with the policies and procedures of Croydon safeguarding adults board or Croydon Safeguarding Children Partnership
3. make sure all staff and volunteers receive regular training on child protection or working with adults at risk
4. manage concerns, complaints, whistleblowing and allegations relating to child protection or adults at risk effectively
5. have clear policies when DBS checks are required, how you assess the level of check needed and how you handle the information

**INSURANCE**

1. As a minimum level of protection, the Provider shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer’s liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Commissioner in writing.

**TERMINATION**

1. Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Contract which is not capable of remedy;
2. Upon expiry or earlier termination of this Contract, the Commissioner agrees to pay the Provider for the Services which have been completed by the Provider in accordance with this Contract prior to expiry or earlier termination of this Contract.
3. Immediately following expiry or earlier termination of this Contract the Provider shall comply with its obligations under any agreed exit plan.
4. This Agreement may be terminated at any time by mutual agreement of the Parties.

**CONDITIONS**

1. You acknowledge that we are entitled to suspend or terminate the contract and/or require you to repay all or any of the funds and/or impose additional conditions in the following situations. You must let us know if any of these situations have occurred or are likely to occur.
2. You use the funds in any way other than as approved by us or fail to comply with any of these terms and conditions, or any additional conditions agreed between us.
3. You fail to make good progress with your project or are unlikely in our view to complete the project or achieve the impacts agreed with us.
4. You provide us with false or misleading information, either on application or after award of the grant, act dishonestly, or if you or anyone involved in the project or your organisation is under investigation by us, a regulatory body or the police.
5. You do or fail to do anything that brings us into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other funding we have given you.
6. You enter into, or in our view are likely to enter into, administration, liquidation, Receivership or dissolution.
7. You receive any funds incorrectly either as a result of an administrative error or otherwise. This includes where You are paid in error before You have complied with your obligations under this contract. Any sum, which falls due under this paragraph, shall fall due immediately. If the You fail to repay the due sum immediately, or as otherwise agreed with us, the sum will be recoverable summarily as a civil debt.
8. You acknowledge that by signing this contract:
9. you confirm that the information in your application has been authorised by the governing body of your organisation;
10. your organisation is able to deliver the project described in your application;
11. the contract funds comes from public funds and you will not use them in a way which does not comply with the UK’s international subsidy control commitments effective from 1 January 2021. If the funds are deemed to be unlawful subsidy, you will repay the entire sum immediately. If you are concerned about subsidy control commitments , you will seek independent legal advice;
12. we have no liability for any costs or consequences incurred by you or third parties that arise either directly or indirectly from the project, nor from non-payment or withdrawal of the funds, save to the extent required by law.
13. These terms and conditions will continue to apply for (i) one year after payment of the last instalment; or (ii) until the project has been completed; whichever is the longer

**PARTNERSHIP**

1. Where the Services are to be delivered through a partnership
2. You will inform us of all the organisations included in the partnership who will be delivering any part of the Services on your behalf
3. You are responsible for ensuring that your partners accept and comply with these terms and conditions and follow any guidance issued by us. If they fail to do so, we may exercise our rights to terminate the contract and require repayment. You must enter into a legally binding agreement, with anyone with whom you share the funds and provide us with a copy on request;

**DISPUTES**

1. In the case of a Dispute arising out of or in connection with this Contract the Provider and the Commissioner shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute.
2. If a Dispute cannot be resolved between the Provider and the Commissioner either party may apply to CVA for mediation. Their decision shall be final.
3. During any Dispute, including a Dispute as to the validity of this Contract, it is agreed that the Provider shall continue its performance of the provisions of the Contract (unless the Commissioner requests in writing that the Provider does not do so).

**NOTICES**

1. Any notices required under this Contract may be sent either by first class post or by email with a read receipt and will be deemed to have been received 2 working days after posting or on receipt of the read receipt.

**GOVERNING LAW**

1. This Agreement will be governed by and construed in accordance with the laws of England

**SEVERABILITY**

1. If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER** .

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**SIGNATURES**

For the Commissioner: For the Provider:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_