

Contract for Services

Between

Essex County Council

and

Jon Morter

Dated 1st April 2022

CONSULTANT SCHEDULE

Between

Essex County Council ["Client"] and Jon Morter ["Consultant"]

1. Consultant Contact: Jon Morter [REDACTED]
2. Client Representative: [REDACTED] - Head of Strengthening Communities
3. Description of Services/Deliverables: Project defined as in SCHEDULE
4. Commencement Date: 1st April 2022
5. Estimated Completion Date: 31st March 2023
6. Termination Notice Period: One Week
7. Standard Working Hours: Variable to meet Project Requirements
8. Fees: Fixed Price for Project set at **£12,000.00**

Agreement to the Consultant Schedule

Signed: _____ Date: _____
(on behalf of the Client)

Signed: _____ Date: _____
(on behalf of the Consultant)

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF THE CONTRACT FOR SERVICES.

NB: All rates are exclusive of Value Added Tax

* Please sign and date as indicated

CONTRACT FOR SERVICES

This Agreement is made this **1st April 2022**

PARTIES

ESSEX COUNTY COUNCIL of County Hall Chelmsford Essex CM1 1QH (“Client”)

and

JON MORTER of [REDACTED] (“Consultant”)

WHEREAS

(a) The Consultant carries on the business of the provision of Services relating to all aspects specified in the attached Schedule

(b) The Client has requested the Consultant and the Consultant has agreed with the Client to provide the Services on the terms and subject to the conditions of this Agreement.

IT IS HEREBY AGREED THAT

1. Definitions

- 1.1 **“Agreement”** means this consultancy Agreement;
- 1.2 **“Commencement Date”** means [1st April 2022];
- 1.3 **“Confidential Information”** means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the Project of the Client or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with this Agreement, whether or not such information (if in anything other than oral form) is marked confidential.
- 1.4 **“Consultant”** shall mean [Jon Morter] who is suitably qualified and will physically perform the Services;
- 1.5 **“Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation:
 - (a) the UK GDPR;
 - (b) the Data Protection Act 2018 (“DPA”);
 - (c) the Privacy and Electronic Communications Regulations 2003 (SI2003/2426) as amended and

- (d) the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority which are applicable to the Client or Consultant;
- 1.6 **“Information”** has the meaning giving under the Freedom of Information Act 2000;
- 1.7 **“Intellectual Property Rights”** means patents, rights to inventions, copyright and neighbouring and related rights, moral rights trademarks and service mark, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 1.8 **“Project”** means the discrete project identified in the attached Schedule;
- 1.9 **“Services”** shall mean the Services to be provided by the Consultant in a consulting capacity for the purposes of the Project pursuant to the attached Schedule
- 1.10 **“Termination Date”** means the termination of this Agreement, however so arising;
- 1.11 **“UK GDPR”** means
- 1.12
- 1.13 **“Works”** means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, discoveries, developments, improvements or innovations and all materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in connection with the provision of the Services.

2. The Services

- 2.1 The Client shall engage the Consultant and the Consultant shall provide the Services pursuant to this Agreement.
- 2.2 This Agreement shall commence on the Commencement Date and shall continue unless and until terminated
- (a) As provided for under the terms of this Agreement; or
- (b) By either party giving to the other prior written notice (as per clause 10) confirming the Termination Date
- 2.3 The Consultant hereby warrants the following undertakings:
- (a) The Consultant is qualified and sufficiently skilled to perform the Services required for this Agreement in accordance with the standards of good professional practice
- (b) The Services will be provided with all due care, skill, ability and diligence and the Consultant will use its best endeavours to promote the interests of the Client
- (c) to give the Client all such information and reports as it may reasonably require in connection with matters relation to the provision of the Services or the Project.

2.4 If the Consultant is unable to provide the Services for any reason, it shall advise the Client of that fact as soon as is reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 5 in respect of any period during which the Services are not provided.

2.5 Unless it has been specifically authorised to do so by the Client in writing, the Consultant shall not:

- (a) have any authority to incur any expenditure in the name of or for the account of the Client; or
- (b) hold itself out as having authority to bind the Client.

2.6 The Consultant shall comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.

2.7 The Consultant shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engaged in any activity practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.

2.8 In the Performance of the Services the Consultant shall and shall use reasonable endeavours to ensure that they comply with the convention of human rights and comply with the Human Rights Act 1998 and Equality Acts.

2.9 The Consultant shall follow any equality policies and the Client's policies on equality and diversity.

3. Confidentiality and Ownership of Rights

- a. The Consultant undertakes that they will keep in strictest confidence all details of the programs and the systems to which the programs belong and of the affairs of the Client or of the Client's customers, which come to its/his/her knowledge during the course of providing the Services
- b. The undertaking in **clause 3.1** does not relate to information or details which are already known to the persons concerned, which are or become public knowledge or which are disclosed to the Consultant by a third party

4. Working for third parties and non-solicitation

4.1 It is acknowledged that the Consultant shall be fully entitled to provide services under other contracts during the term of this Agreement providing it does not conflict with its performance of the Services under this Agreement or cause a breach of any of the Consultants obligations under this Agreement.

5. Payment

5.1 The Client shall pay the Consultant a fee of £12,000.00 following submission of an invoice which gives details of the provision of Services.

5.2 The Client shall pay the invoice referred to in clause 5.1 within 30 days of receipt provided the invoice is undisputed.

- 5.3 The Consultant shall bear its own expenses incurred in providing the Services.
- 5.4 Ongoing monitoring of the delivery of the Services will be through regular contact between the Client and the Consultant.

6. Consultants Responsibilities

- 6.1 Whilst the Consultant's method of working shall be their own, the Consultant will ensure Project timings and deliverables are strictly adhered to and carried out with due diligence and care. Any potential delays or changes to the Project should be raised and agreed with the Client at the earliest opportunity
- 6.2 it is expressly agreed that the Consultant shall be responsible for ensuring that all tax, national insurance and similar payments based on the performance of the Services by the Consultant, on behalf of the Consultant, are made.
- 6.3 The Consultant shall be exclusively liable for and shall indemnify the Client against any taxes assessed or charges in respect of any payment made by the Client to the Consultant by reason of this Agreement or performance thereof or the provision of the Services hereunder, other than taxes payable by the Client in the ordinary course on profits accruing to the Client from this Agreement
- 6.4 Both parties acknowledge and accept that this is an Agreement for the supply of professional Services only and not a contract of employment
- 6.5 The Consultant shall rectify, at their own expense and in their own time, any defective works reasonably notified to it during the currency of this Agreement. The Consultant will be liable to refund to the Client payment for any work which proves not to have been performed at all or not performed with due skill and diligence
- c. 6.6 It is a condition of this Agreement that the Consultant undertakes that shall at all times comply with the relevant provisions of the Client's prevailing Health, Safety and Security Policies, insofar as they are applicable to an independent contractor or visitor.

7. Confidential Information

- 7.1 The Consultant acknowledges that in delivering the Project and providing the Services it will have access to Confidential Information and accepts the restrictions provided for in this clause 7.
- 7.2 The Consultant shall not (except in the proper course of its duties) either during the Services or at any time after the Termination Date, use or disclose to any third party, any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by the Client or required by law; or
 - (b) any information which is already in the public domain otherwise than through the Consultants unauthorised disclosure.
- 7.3 At any time as requested by the Client, the Consultant will promptly return all and any Client Confidential Information or property of the Client in its possession.

8. Data Protection

8.1 The Consultant consents to the Client holding and processing data relating to it for legal, personnel, administrative and management purposes and in particular any processing of personal data as defined in the UK GDPR relating to the Consultant.

8.2 The Consultant consents to the Client making such information available to such officers, advisors or other agents as necessary.

8.3 The Consultant consents to the transfer of such information to such person as the Client deems necessary for the purposes of achieving the Project including to any such person outside of the European Economic Area.

8.4 The Consultant shall comply with the Clients data protection policy and relevant obligations under the Data Protection Legislation when processing personal data relating to an employee, worker, customer, service user, client, supplier or agent of the Client.

9. Freedom of Information

- 9.1 The Consultant acknowledges that the Client is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with the Client (at the Consultants expense) to enable the Client to comply with information disclosure requirements.
- 9.2 The Consultant shall transfer any Request for Information to the Client as soon as practicable after receipt and in any event within two (2) business days of receiving such request.
- 9.3 The Consultant shall provide the Client with a copy of all Information in its possession as the Client requests as soon as is practicable and in any event within two (2) business days of the Client's request.
- 9.4 The Consultant will provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to a Request for Information within the timescales as set out in the FOIA.
- 9.5 In no event shall the Consultant respond directly to a Request for Information unless expressly authorised by the Client.
- 9.6 The Consultant shall ensure that all Information produced in the course of this Agreement or relating to the Project is retained for disclosure and shall permit the Client to inspect such records from time to time.
- 9.7 The Consultant acknowledges and agrees that the Client retains sole discretion in whether and how to respond to any Request for Information.

10. Termination

10.1 Without prejudice to any other remedies, the Client may terminate this Agreement forthwith in the case of the Consultant committing a breach of its obligations hereunder or failing to remedy the breach within seven [7] days of receiving written notice to so do.

10.2 In the case of a serious breach, which is not capable of being remedied, then the Agreement may be terminated by the Client without the need for such notice. Such serious breaches include: -

- (a) the Consultant commits any gross misconduct affecting the Project;
- (b) the Consultant commits any serious or repeated breach or non observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful instruction of the Client
- (c) is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non – custodial sentence is imposed)

- (d) it is the reasonable opinion of the Client that the Consultant is negligent or incompetent in the performance of the Services
 - (e) the Consultant ceases to provide the Services
 - (f) The Consultant commits a fraud or dishonesty or acts in a manner which in the opinion of the Client brings or is likely to bring the Consultant or the Client into disrepute and is materially adverse to the interests of the Client
 - (g) the Consultant commits any breach of the Client's policies or procedures
 - (h) the Consultant commits any offence under the Bribery Act 2010
- 10.3 The Consultant or the Client may terminate this Agreement at any time upon one [1] weeks' notice or such shorter notice period as the Consultant or Client may reasonably impose
- 10.4 Except as otherwise provided in this Clause, this Agreement shall take effect from the Commencement Date and shall terminate on the Termination Date or the actual and satisfactory completion of the Services in the reasonable opinion of the Client
- 10.5 The Client may terminate this Agreement at any time if the Services are not performed satisfactorily in the reasonable opinion of the client
- 10.6 Upon Termination Date the Consultant shall: -
- (a) immediately deliver to the Client all Client property and original Confidential Information in its possession or under its control
 - (b) irretrievably delete any Information relating to the Project or belonging to the Client stored on any magnetic or optical disc or memory and all matters derived from such sources which is in its possession or under its control outside the premises of the Client
 - (c) provide a signed statement that it has complied fully with its obligations under this clause together with such evidence of compliance as the Client may reasonably request

11. Liability

11.1 The Consultant shall be liable to the Client and indemnify the Client for all losses [including reasonable legal fees thereof], damages and expenses incurred by the Client arising from a wilful act or breach of the Consultant, arising out of, through or during performance of the Consultant's duties under this Agreement.

11.2 Neither party can limit their liability in respect of death, injury or fraud.

12. Intellectual Property

12.1 The Consultant hereby assigns to the Client all existing and future Intellectual Property Rights in the Works created during the course of providing the Services under the Project.

12.2 The Consultant warrants that it has not given and will not give permission to any third party to use any of the Works nor any of the Intellectual Property Rights in the Works and is unaware of any use by any third party of any of the Works or Intellectual Property Rights and use of the Works or the Intellectual Property Rights by the Client will not infringe any third party rights.

12.3 The Consultant agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client in respect of any infringement claim relating to the Works supplied by the Consultant to the Client during the course of providing the Services.

13. Notices

13.1 Any notice or other communication given to either party under or in connection with this Agreement shall be in writing and shall be either: -

(a) delivered by hand and deemed received at the time the notice is given at the address;
(b) pre paid first class post or other next working day delivery and is deemed received at 9.00am on the second business day after posting or at the time recorded by the delivery service;

(c) if sent via email then at time sent unless un-delivery notification received.

13.2 This clause does not apply to service of any proceedings or other documents in any legal action or where applicable any arbitration or other dispute resolution and such notice shall be delivered in person.

14 Variation

14.1 This Agreement and the contents of the Schedules may not be varied unless in writing agreed by both parties

14.2 Neither party may assign this Agreement without the consent of the other provided however that the consent shall not be required for the assignment by the Client to a holding, subsidiary or associated Company of the Client

15. Warranty

15.1 Each of the parties warrants its power to enter into this Agreement and has obtained all necessary approvals to do so.

16. Third Party Rights

16.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term under this Agreement.

17. Governing Law

17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales

16. Jurisdiction

16.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales

Signed for the acceptance of the Terms and Conditions for the Contract of Services

For and on behalf of the Client

Signed: _____



Head of Strengthening Communities

Date: _____

For and on behalf of the Consultant

Signed: _____

Jon Morter

Date: _____

SCHEDULE – Project Scope and Deliverables

Programme Overview

Expert social media consultancy including content creation and community mapping exercises, both geographical and thematic, and actively manage relationships with the admins in Essex to support the delivery of the outcomes aligned to the various campaigns by encouraging participation and strengthening links from the wider 'unknown' digital communities. This requires an extensive and intimate knowledge of the current landscape of digital community groups.

Delivery

The following Services shall be provided to constitute delivery of the Project under this Agreement

Due Diligence

The Consultant will ensure existing Project timings and deliverables are adhered to any potential delays or changes to the project are raised and agreed with ECC at the earliest opportunity.

Project Management and Oversight

- Working in collaboration to ensure co-ordination of messaging across communication channels
- Monitor progress and outcomes relating to the delivery of the various campaigns
- Actively participate in the regular Project Meetings providing feedback on key achievements and issues faced by the various campaigns