



Freedom of Information Act Publication Scheme	
Protective Marking	Official
Publication Scheme Y/N	Yes
Title	Gifts, Loans, Donations & Sponsorship Data - 2019/20
Version	V.01
Summary	Section 93 of the Police Act 1996 agreement between MOPAC and CSC Computer Science Ltd for sponsorship of the MET Excellence Awards 2019 on 18/03/2020 value £20,000
(B)OCU or Unit, Directorate	Third Party Contracts Team, Directorate of Commercial and Finance
Author	Dawn Mills
Review Date	31/03/2021
Date Issued	09/01/2020

EVENTS SPONSORSHIP AND EXHIBITOR AGREEMENT

**pursuant to
s.93 Police Act 1996 and s.15 Police Reform and Social Responsibility Act 2011**

- (1) Mayor's Office for Policing and Crime**
- (2) CSC Computer Sciences Limited**

Dated

09th December 2019

This Agreement is made the 9th day of December 2019
between:

- (1) the **MAYOR'S OFFICE FOR POLICING & CRIME** of City Hall, The Queen's Walk, More London, London SE1 2AA (the 'Authority') and
- (2) **CSC Computer Sciences Limited** ('the Sponsor') whose office is at whose office is at 1 Pancras Road, Kings Cross, London N1C

BACKGROUND

The Authority is the governing and contracting body for the Metropolitan Police Service ('MPS').

The MPS is hosting The Met Excellence Awards 2019 ('the Event') and has included the provision of exhibition and sponsorship opportunities for relevant third parties.

The Authority is able to supply goods and services to any body or person pursuant to Section 15 of the Police Reform and Social Responsibility Act 2011. For third parties wanting to exhibit at the event, the Authority, through the MPS, is delivering marketing, advertising and business development opportunities.

The Authority is able to enter into sponsorship arrangements pursuant to Section 93 of the Police Act 1996 and provide marketing, advertising and business development opportunities.

The Sponsor wishes to enter into an arrangement with the Authority, which the parties have agreed will be subject to the conditions set out in this Agreement.

1. DEFINITIONS:

The following terms shall have the following meaning unless the context otherwise requires:

- 1.1 **The Agreement** means this agreement (including any Schedule to it).
- 1.2 **Commencement Date** means the date when this Agreement shall take effect as set out in Schedule 1.
- 1.3 **Exhibition Fee** means the charge being made to exhibit at the Event.
- 1.4 **Expiry Date** means the date when this Agreement shall expire as set out in Schedule 1.
- 1.5 **Intellectual Property Rights** means all patents, trade marks, designs, copyright, database rights, inventions, trade secrets and other confidential information, know-how, business names and all other intellectual property rights of a similar nature in any part of the world, whether registered, registerable or not and including all applications and the right to apply for any of the foregoing rights and the right to sue for past infringements of any of the foregoing rights;
- 1.6 **Materials** means any supplies or equipment employed in or produced by the Sponsor in connection with the Initiative and/or any publicity materials employed in or produced by the Sponsor in connection with the Sponsorship, including any publicity posters, leaflets, press releases, promotional videos or CDs or other written materials.
- 1.7 **Sponsorship** means the support provided by the Sponsor in connection with the Initiative as described in Schedule 1.

2. SPONSORSHIP

- 2.1 In consideration of the Authority's obligations set out in this Agreement and the rights granted to the Sponsor under this Agreement, the Sponsor shall provide the Sponsorship or and Exhibition Fee to the Authority in accordance with the provisions of this Agreement.

- 2.2 The parties agree and acknowledge that acceptance of the Sponsorship or an Exhibition Fee does not make any of the obligatory or statutory functions of the Authority and MPS totally or partially dependent on the provision of Sponsorship or Exhibition Fee.
- 2.3 The Sponsorship or Exhibition Fee is accepted by the Authority in the belief that it enables the MPS to enhance or extend the service that it would normally be expected to provide.
- 2.4 VAT will be applied to the Sponsorship in accordance with VAT Notice 701/41.

3. RIGHTS AND OBLIGATIONS

- 3.1 The Sponsor warrants and represents that as at the date of signature of this Agreement there is no actual or potential conflict between the interests of the Sponsor and the interests of the Authority and/or the MPS and that the provision of the Sponsorship will not create any such conflict of interest. The Sponsor shall notify the Authority of any actual or potential conflict of interest which may arise during the term of this Agreement.
- 3.2 The Sponsor shall provide the Sponsorship or Exhibition Fee in accordance with the provisions set out in Schedule 1.
- 3.3 The Authority shall use the Sponsorship or Exhibition Fee solely for the purposes of delivering the Event.
- 3.4 Neither the Sponsor nor any agent acting for the Sponsor shall give the impression of representing or being in any way connected with the Authority or the MPS other than by this Agreement.
- 3.5 By accepting the Sponsorship or Exhibition Fee neither the Authority nor the MPS endorses the business or any products of the Sponsor.
- 3.6 Other than as expressly permitted under this Agreement, the Sponsor shall not use the Authority's or the MPS's name or logo without the prior written consent of the Authority and shall not release any publicity statement in connection with the Sponsorship without the prior written consent of the Authority.
- 3.7 For the avoidance of doubt, no rights of any kind other than those rights set out in this Agreement are granted to the Sponsor by the Authority, nor to the Authority by the Sponsor. In particular no right or interest in respect of either party's Intellectual Property Rights is granted to the other, except as expressly set out in this Agreement.
- 3.8 The Sponsor shall not act in any way which:
- (a) is likely to be detrimental to any initiative which has been organised by the Authority using the Sponsorship or Exhibition Fee; or
 - (b) is likely to cause damage to the reputation of the MPS or Authority in the eyes of the general public.
- 3.9 The Sponsor shall ensure that any equipment, materials or other items provided to the Authority and/or the MPS as part of the Sponsorship:
- (a) are fit for the purpose for which they are provided in connection with the Initiative;
 - (b) comply with all applicable laws and standards; and
 - (c) are free from material defects.

The Sponsor shall indemnify and keep indemnified the Authority and the MPS from and against all reasonable costs, expenses (including, but not limited to, legal and other professional fees and expenses), losses, damages and other liabilities (of whatever nature) suffered or incurred by the Authority and/or the MPS and arising directly out of the Sponsorship, breach of this Agreement by the Sponsor or the Sponsor's negligence, except to the extent that any such costs, expenses, losses,

damages or other liabilities were caused or contributed to by any negligence of the Authority or the MPS.

4 PAYMENT TERMS AND CANCELLATIONS The Sponsor accepts that they may be invoiced prior to the Event, and will make all due payments within 30 days of the invoice issue date in accordance with Mayor's Office for Policing and Crime standard payment terms.

4.2 Acceptance of this Agreement constitutes a liability for the Sponsor for the agreed fee.

4.3 Where the Sponsor wishes to cancel, cancellation charges will be enforced by the MOPAC as follows:

a) Prior to 6 months before the Event	10% of the value of the Sponsorship or Exhibition Fee
b) Within 6 months of the Event	25% of the value of the Sponsorship or Exhibition Fee
c) Within 4 months of the Event	50% of the value of the Sponsorship or Exhibition Fee
d) Within 2 months of the Event	75% of the value of the Sponsorship or Exhibition Fee
e) Within 4 weeks of the Event	100% of the value of the Sponsorship or Exhibition Fee

4.4 Prior to enforcing the above cancellation fees, the MOPAC will endeavour to provide the Sponsor with alternative packages that may suit the Sponsor's needs.

4.5 In the event of cancellation or postponement of the Event by the MOPAC, the MOPAC will promptly notify the Sponsor and a full refund of any fee will be processed within 30 days. The parties agree that the MOPAC shall not be in breach of this Agreement by virtue of the cancellation or postponement.

5 USE OF MATERIALS

5.1 When designing and preparing Materials, the Sponsor shall ensure that:

- a) the name, logo or strapline of the Sponsor does not dominate or detract from the purpose of the Initiative;
- b) the Materials do not contain any sales messages or advertising content;
- c) Materials are fit for purpose and conform to all applicable national and international standards;
- d) Materials are produced, distributed, maintained and disposed of in an environmentally responsible manner; and
- e) the Authority's name and logo and/or the MPS's name and logo shall be used solely in accordance with the Authority's instructions.

5.2 The Sponsor shall not use, distribute or make the Materials available without first obtaining the prior written approval of the Authority to the design and content of the Materials.

5.3 Any Intellectual Property Rights in the Materials shall vest in the party creating it and if created jointly shall be owned jointly. Subject to Clause 4.2, either party shall be entitled to use the Materials in the manner anticipated by the parties in pursuing the Initiative and/or the Sponsorship. Either party may use the Materials for activities that are not connected with the Initiative and/or the Sponsorship with the consent of the other party, not to be unreasonably withheld.

5.4 The Sponsor shall indemnify and keep indemnified the Authority and the MPS from and against all reasonable costs, expenses (including, but limited to legal and other professional fees and expenses), losses, damages and other liabilities (of whatever nature) suffered or incurred by the Authority and/or the MPS, and arising out of or in connection with any claim, action or demand claiming that the Materials infringe the Intellectual Property Rights of any third party.

6 TERM AND TERMINATION

6.1 This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with its terms, shall continue until the Expiry Date, when this Agreement shall automatically terminate.

6.2 It should, however, be understood that certain post event media coverage of the Event may occur and that it may include reference of the Sponsor by name or photograph.

- 6.3 The Authority reserves the right to terminate this Agreement with immediate effect at any time on giving written notice to the Sponsor.
- 6.4 Either party may terminate this Agreement immediately by written notice if the other party commits a material breach of this Agreement and in the case of a breach capable of remedy, fails to remedy that breach within 30 days after being served with a written notice specifying the breach and requiring it to be remedied.
- 6.5 Upon termination, the Sponsor shall immediately withdraw all Materials from public circulation.
- 6.6 Upon termination, the Authority shall return any unused Materials to the Sponsor within 30 days, where the value of the Materials exceeds the cost of returning the Materials.

7 CORRUPTION, GIFTS AND PAYMENT OF COMMISSION

- 7.1 The Sponsor shall not:-
- a) offer to give or agree to give to any person employed by, appointed by or representing the Authority any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forbore to do any act in relation to the obtaining or execution of this Agreement or any other agreement with the Authority, or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement; and
 - b) enter into this Agreement or any other agreement with the Authority in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge, unless, before the agreement is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Authority.
- 7.2 Any breach of this Clause by the Sponsor or by anyone employed by it or acting on its behalf (with the knowledge of the Sponsor, or, if without the Sponsor's knowledge, under circumstances in which it may be reasonable assumed that the Sponsor should and could have had knowledge of the breach) or the commission of any offence by the Sponsor or by anyone employed by it or acting on its behalf under the Prevention of Corruption Acts 1889 to 1916 and the Bribery Act 2010, in relation to this or any other agreement with the Authority, shall entitle the Authority to terminate this Agreement and recover from the Sponsor for any loss, liability, damage, cost or expense reasonably incurred as a direct result of such termination.
- 7.3 Where legally possible and without causing negative impact to any investigation, the Authority will enter into frank discussions with the Sponsor if it believes any breach of Clause 7.1 has occurred. However, the Authority shall have the right to ultimately solely determine whether any such breach has occurred and have the right to terminate this Agreement. The amount of value of any such gift, consideration or commission shall be decided by the Authority whose decision shall be final and conclusive.

8 DATA PROTECTION

- 8.1 The Parties agree to fully comply with all relevant data protection legislation but also acknowledge and agree that no processing of personal data (as defined in relevant data protection legislation) is to take place in furtherance of this Contract unless and until the parties have complied with the provisions of the clause 8.2 below.
- 8.2 Notwithstanding the above, in the event either Party becomes aware of any need for or believes that data processing (as defined in relevant data protection legislation) is to occur by either Party that Party shall notify the other with immediate effect and the Parties shall ensure that no processing of personal data takes place until sufficient data processing clauses (as determined by the Authority) are in place (whether by variation to this Agreement or by way of separate data processing agreement) between the Parties.

9 FREEDOM OF INFORMATION

9.1 The Sponsor acknowledges that:

- (a) the Authority is a public authority for the purposes of the Freedom of Information Act 2000 and that, as such, the Authority is required to make information available to the public either through its publication scheme or on request;
- (b) the name of Sponsors, the resources provided including the value and the purpose of any sponsorship is published through the publication scheme; and
- (c) details of the Sponsorship, the Exhibition Fee and this Agreement may be disclosed by the Authority pursuant to the Freedom of Information Act 2000.

10 TRANSPARENCY

10.1 The Sponsor acknowledges that the Authority is subject to the Elected Local Policing Bodies (Specified Information) Order 2011. The Sponsor gives consent to the Authority to publish the contents of this agreement and information regarding amounts paid by the Sponsor under this Agreement ("the Agreement Information"). The Authority in its absolute discretion may redact all or part of the Agreement Information prior to its publication. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

11 ADDITIONAL TERMS AND CONDITIONS

11.1 Each party shall comply with its respective obligations set out in this Agreement, and the Schedules hereto, including any extraordinary terms or conditions subsequently agreed and incorporated into this Agreement at a later date.

12 GENERAL

12.1 This Agreement shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to in it and the subject matter of it and shall supersede any previous agreement(s), prior drafts, undertakings, representations, warranties and arrangements of any nature whatsoever (whether or not in writing) between the parties in connection with the subject matter of this Agreement.

12.2 Each of the parties acknowledges and agrees that it has not been induced to enter into this Agreement in reliance upon, and in connection with this Agreement does not have any remedy and waives all rights in respect of, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this Agreement.

12.3 Nothing in this Agreement shall operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.

12.4 If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.

12.5 Any notice required to be given under this Agreement shall be in writing and shall be sent by registered or recorded delivery post to the address of the other party as listed above or to such other address as that party may have previously notified in writing to the party.

12.6 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.

- 12.7 Nothing in this Agreement shall constitute any partnership between any of the parties or be deemed to have created any relationship of agency between them and neither party shall have the authority to contract on behalf of or otherwise bind the other in any way.
- 12.8 Nothing in this Agreement shall prevent the Authority from undertaking any competitive process to source and secure a comparable product in the future. Nothing in this Agreement shall provide the Sponsors with any presumption or likelihood of success during any procurement process undertaken by the Authority.
- 12.9 Nothing in this Agreement shall be seen as offering or providing any exclusive opportunity to the Sponsor
- 12.10 This Agreement and any dispute or claim, including a dispute or claim of a non-contractual nature, arising under or in connection with this Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.

SIGNED BY: A. Horsley
(for and on behalf of the Mayor's Office for Policing & Crime)

NAME IN CAPITAL LETTERS: TONY HORSLEY DATE: 09/12/19

POSITION IN ORGANISATION: COMMERCIAL DIRECTOR - 3RD Party Contracts Team

SIGNED BY: L. Illsley
(for and on behalf of CSC Computer Sciences Limited)

NAME IN CAPITAL LETTERS: LANCE ILLSLEY DATE: 03/12/19

POSITION IN ORGANISATION: AGM

SCHEDULE 1

SPONSORSHIP DETAILS

1. **TERM**

Commencement Date: 18th March 2020

Expiry Date: 19th March 2020

2. **SPONSOR**

CSC Computer Sciences Limited - 1 Pancras Road, Kings Cross, London N1C

Contact: Lance Illsley - MPS Account General Manager

Telephone No: +44.7802.223.126

E-mail: lillsley@dxc.com

3. **THE OFFER**

THE SPONSORSHIP PACKAGE

Team Awards - for those who have made a significant overall contribution to operational policing, have achieved exceptional results in reducing crime and building trust and confidence within the community.

- Support Team of the Year
- Operational / Specialist Team of the Year
- Investigator/ Investigation of the Year
- Safer Neighbourhoods Team of the Year

Building a Better Met Award - for those who have made significant progress in making our working practices more efficient or improving our culture in terms of equality, diversity and inclusion

Acknowledgment of your sponsorship on every table during the ceremony

- The option to provide table favours for all guests

Pre ceremony communications

Your logo will be included in our internal campaign to promote the awards. 45,000 Met employees will be exposed to your brand across all our on and offline channels, including dedicated Intranet pages, plasma screens, emails, feature articles and marketing products.

External coverage

- Your brand will be included in our press releases to launch the public vote as well as throughout the coverage of the ceremony
- Your brand will be included across our social media channels (1.23 million followers on Twitter, 220,878 likes on Facebook), internet and in any external advertisements

Ceremony brochure

- Inside page publication of logo and acknowledgement of your sponsorship
- Publication of logo on your specific award category
- Two half page adverts inside the brochure

Ceremony branding

- Your sponsorship will be mentioned in the Commissioner's speech during the ceremony
- Your logo will be on your specific award category slide

Invitation to the ceremony

- An invitation for two guests to attend the ceremony and afternoon tea reception

Photos of the ceremony

- After the ceremony, we will arrange for you to have photos with the Commissioner and overall winner(s) - subject to their approval.
- We will share photos of the event with you following the ceremony for your use in internal communications.

The price for this opportunity **£20,000 + VAT**

THE PURPOSE OF THE OFFER

The opportunity for CSC Computer Sciences Limited to market, advertise and to create business development opportunities at The Met Excellence Awards 2019 on the 18th March 2020

