

OFFICIAL

Dated 13/03/2017

THE SECRETARY OF STATE FOR JUSTICE AS PART OF THE CROWN
-and-

THE SUPPLIER AGENCY

AGREEMENT
relating to
Specialist Research Partner

Contents

Standard Terms

- 1 Definitions and Interpretation
- 2 Contract Period
- 3 Contractor's Obligations
- 4 Notices
- 5 Goods

Payment and Contract Price

- 6 Payment
- 7 Recovery of Sums Due

Statutory Obligations and Regulation

- 8 Prevention of Corruption
- 9 Discrimination
- 10 The Contracts (Rights of Third Parties) Act 1999

Information

- 11 Authority Data
- 12 Protection of Personal Data
- 13 Freedom of Information
- 14 Confidentiality
- 15 Official Secrets Acts 1911-1989, Section 182 of the Finance Act 1989
- 16 Publicity, Media and Official Enquiries
- 17 Intellectual Property Rights
- 18 Audit

Control of the Contract

- 19 Assignment and Sub-Contracting
- 20 Variation
- 21 Waiver
- 22 Severability

Liabilities

- 23 Indemnity and Insurance

Default, Disruption and Termination

- 24 Termination on Change of Control and Insolvency
- 25 Termination for Convenience
- 25A Termination for Procurement Reasons
- 26 Material Breach
- 27 Consequences of Expiry or Termination

- 28 Survival
- 29 Recovery upon Termination
- 30 Force Majeure

Disputes and Law

- 31 Governing Law
- 32 Dispute Resolution

Schedules

- 33 Schedule A: Pricing and Payment
- 34 Schedule B1: Specification
- 35 Schedule B2: Contractors Response
- 36 Schedule C: Goods or Services
- 37 Schedule D: Prisons
- 38 Schedule E: Licence Agreement – (Software)

This Agreement is dated: 13/03/2017

Parties between:

The Secretary of State for Justice acting as part of the Crown of 102 Petty France, London SW1H 9AJ ("the Authority"); through the authorised representative of the Ministry of Justice Commercial and Contract Management Directorate (CCMD) – Digital and Technology. 102 Petty France London, SW1H 9AJ

and

The Supplier Agency registered under company number 2845452 and whose registered office is at Room 2A31, South Bank Technopark, 90 London Road, London SE1 6LN (the "Contractor").

STANDARD TERMS

1. Definitions and Interpretations

1.1. Definitions

In these Conditions:

"Authority" means the Secretary of State for Justice acting as part of the Crown " .through the authorised representative(s) identified in the Contract Letter

"Authority Data" means data in any form or media which are:

- i) supplied to the Contractor by the Authority; or
- ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or
- iii) any Personal Data for which the Authority is the Data Controller.

"Authority Representative" means the authorised representative of the Ministry of Justice Commercial and Contract Management Directorate (CCMD) – Digital and Technology, 102 petty France London, SW1H 9AJ

"Basic Disclosure" means Disclosure Scotland's Basic Disclosure Certificate which contains details of convictions considered "unspent" under the Rehabilitation of Offenders Act 1974.

"Confidential Information" means any information which is designated by either Party as confidential or which, by its nature is or ought to be considered as

confidential (whether or not it is so marked) and includes all Personal Data, all IPRs and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of either Party.

"Contract" means the written agreement between the Authority and the Contractor consisting of these clauses and any attached Schedules, including the Authority's Specification: Schedule B1 and the Contractors Response: Schedule B2

"Contracting Authority" means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2015.

"Contract Letter" means the letter identifying those documents which form the Contract.

"Contract Period" means the period from the date specified in clause 2.1 to:

- (a) the date of expiry specified in clause 2.1; or
- (b) following any extension as specified in clause 2.1 and/or pursuant to clause 2.2, the date of expiry of the extended period(s); or
- (c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract

"Contract Price" means the amount payable from time to time for the Goods or Services as set out in the Pricing and Payment Schedule (including any pricing adjustment agreed between the Authority and the Contractor.

"Contractor" means the person, firm or company who supplies or agrees to supply Goods or Services to the Authority.

"Data Controller", "Data Processor" and "Data Subject" shall have the same meanings as set out in the Data Protection Act 1998.

"Force Majeure" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding: any industrial action occurring within the Contractor's or any sub-contractor's organisation; or

the failure by any sub-contractor to perform its obligations under any sub-contract.

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

"Goods" means the articles/materials which the Contractor agrees to sell to the Authority as detailed in this Contract.

"Information Legislation" means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Data Protection Act 1998 and any other subordinate legislation or Codes of Practice in relation to such legislation.

"Intellectual Property Rights" means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, 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.

"Law" means any applicable Act of Parliament, subordinate legislation, exercise of the royal prerogative, enforceable European Community right, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirement or any Regulatory Body of Which the Contractor is bound to comply.

"Licence Agreement" means the licence agreement entered into between Contractor and The Authority as set out in Schedule E.

"Management Information" means the information specified in the Monitoring Schedule.

"Month" means a calendar month.

"Party" means a party to the Contract.

"Personal Data" shall have the same meaning as set out in the Data Protection Act 1998.

"Personnel" means all employees, agents, consultants and contractors of the Authority, Contractor and/or sub-contractor.

"Premises" means the location where the Goods are to be delivered or the Services are to be provided.

"Price" means the price to be paid by the Authority to the Contractor for the Goods or Services exclusive of VAT.

"Quality Standards" means the quality standards published by BSI British Standards. The national Standards Body of the United Kingdom, the International Organisation for Standardisation of other reputable or equivalent body, (and their successor bodies) that skilled and experienced operator in the same type of industry or business sector as the contractor would reasonable and ordinarily be expected to comply with, and as may be further detailed in Schedule B1: Specification and Schedule B2: Contractors Response.

"Regulatory Bodies" mean those government departments and regulatory and other entities, committees, ombudsman and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority and "Regulatory Body" shall be constructed accordingly.

"**Services**" means the services which the Contractor agrees to provide to the Authority as detailed in this Contract.

"**Specification**" means the description of the Goods or Services to be supplied under the Contract detailed in the Specification Schedule.

"**VAT**" means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

"**Working Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

1.2. General

The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract and supersedes all prior representations, negotiations and undertakings between the Parties, except in respect of fraud or fraudulent misrepresentation. The Contractor shall be an independent contractor and nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Contractor.

A reference to any Act of Parliament, Order, Regulation or Statutory Instrument shall include a reference to any amendment or re-enactment thereof.

Paragraph headings do not affect the interpretation of the Contract.

2. Contract Period

2.1. The Contract shall commence on 13th March 2017 and shall automatically expire upon the delivery of the Goods or Services against the total Contract Price of up to £103,838 unless:

2.1.1. terminated earlier.

3. Contractor's Obligations

3.1. The Contractor shall deliver the Goods or Services in accordance with the Schedule B1: Specification and Schedule B2: Contractors Response.

- 3.2. The Contractor shall fulfil its obligations under the Contract with all reasonable skill, care and diligence to the reasonable satisfaction of the Authority.
- 3.3. Subject to the Prisons Schedule, when visiting any premises of the Authority, the Contractor's Personnel shall comply with any reasonable instructions, including the Authority's health and safety and environmental policy. Contractor's Personnel may be excluded permanently from such premises at the Authority's sole discretion.
- 3.4. Where time is stipulated by the Authority for the delivery of the Goods or Services, time shall be of the essence.
- 3.5. If the Contractor fails to deliver the Goods or Services within the time agreed by the Parties, the Authority may refuse to accept and pay for some or all the Goods or Services and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.
- 3.6. The Contractor shall comply with the Authority's procedures for the vetting of Contractor's Personnel in respect of all persons employed or engaged in the provision of the Goods or Services. The Contractor confirms that all persons employed or engaged by the Contractor were vetted and recruited on a basis that is equivalent to and no less strict than the Contractors' Personnel Vetting .Procedures
- 3.7. At the Authority's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.
- 3.8. The Contractor shall ensure that any person employed in the provision of the Goods or Services has undertaken a criminal records check by means of a Basic Disclosure or a Disclosure and Barring Service (DBS) check or Counter Terrorist Check as per the Contractor's Personnel Vetting Procedures. The Contractor shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the criminal records disclosure check or otherwise) is employed or engaged in the provision of the Goods or Services.

- 3.9. The Contractor shall also ensure its suppliers and all personnel with access to the Authority's Prison Estate and / or access to or handling Security classified data shall be cleared to Counter Terrorist Check level.
- 3.10. Where the Authority deems it necessary the Contractor shall provide a list of Personnel who will be undertaking regulated activity according to the Protection of Freedoms Act 2012. The Authority may in its sole discretion refuse access to its Premises by any member of the Contractor's Personnel who has not been subjected to the necessary checks by the Disclosure and Barring Service

4. Notices

- 4.1. Any notice must be in writing and delivered to the address notified. If sent by letter, it shall be deemed to have been given 2 Working Days after the letter was posted; if sent by receipted electronic mail or facsimile, it will be deemed to have been given 4 hours after it was sent unless, in any case, the receiving Party acknowledges earlier receipt.

5. Goods and Services

- 5.1. The Contractor shall ensure that:
 - 5.1.1. the Goods and Services conform in with Schedule B1: Specification and Schedule B2: Contractors Response and, where applicable, with any sample approved by the Authority; and
 - 5.1.2. the Goods are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Contractor by the Authority.
- 5.2. The Goods shall be delivered when they have been taken to the address specified in the contract, unloaded and accepted by the Authority. Where the Goods are collected by the Authority, the point of delivery shall be when the Goods are loaded on the Authority's vehicle
- 5.3. Ownership of and risk in the Goods shall, without prejudice to any other rights or remedies of the Authority pass to the Authority at the time of delivery.
- 5.4. Where the Goods and / or Services are not delivered to the Authority on the due date for delivery, the Authority shall within ten (10) Working Days of the due date, give notice to the Contractor that the Goods have not been delivered and may either: request the Contractor free of charge to deliver

substitute Goods and/ or Services within the timescales specified by the Authority or terminate the Contract for non-delivery.

- 5.5. The Authority may by written notice to the Contractor reject any of the Goods and / or Services which fail to conform to the approved sample or fail to meet Schedule B: Specification, Schedule B2 Contractors Response and fails to meet the Authority's reasonable satisfaction and acceptance. Such notice shall be given within a reasonable time after delivery to the Authority of such Goods. If the Authority rejects any of the Goods pursuant to this clause the Authority may (without prejudice to other rights and remedies) either:
- 5.5.1. have the Goods either repaired by the Contractor or replaced by the Contractor; or
 - 5.5.2. treat the Contract as discharged by the Contractor's breach and obtain a refund from the Contractor for the Goods and/ or Services in respect of which payment has already been made.
- 5.6. The Goods shall be manufactured, stored, tested and packed in accordance with all relevant British and/or European standards applicable to them from time to time. They shall be marked with the Contract or other reference .number, appropriate weights and the identity of the contents
- 5.7. The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation in the contract, the Contractor shall agree the relevant standard of the services with the Authority prior to the supply of the Services with the Authority prior to the supply of the Services and in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

PAYMENT AND CONTRACT PRICE

6. Payment

- 6.1. On receipt of an invoice, the Authority shall pay the Contractor the Contract Price, in accordance with the Pricing and Payment Schedule.
- 6.1A. Where the Contractor submits an invoice to the Authority in accordance with clause 6.1, the Authority shall consider and verify that invoice in a timely fashion. The Authority shall pay all sums due to the Contractor under such invoice within the period of thirty (30) days from the date on which the Authority has determined that the invoice is valid and undisputed. Where the Authority fails to comply with this clause 6.1A and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 6.1 after a reasonable time has passed.
- 6.2. Interest shall be payable by the Authority on the late payment of any undisputed sums properly invoiced in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.
- 6.3. Where the Contractor (or a sub-contractor at any stage of remoteness from the Authority) enters into a sub-contract with a supplier or contractor made wholly or substantially for the purpose of performing (or contributing to the performance of) its obligations under the whole or any part of the Contract (or relevant sub-contract), it shall include within such a sub-contract:
 - 6.3.1. a provision having the same effect as clause 6.1A of the Contract; and
 - 6.3.2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards, a provision having the same effect as clause 6.1A of the Contract.

7. Recovery of Sums Due

- 7.1. Wherever any sum of money is recoverable from or payable by the Contractor, the Authority may deduct that sum from any sum due, or which at any later time may become due to the Contractor under the Contract or under any other agreement with the Authority.

STATUTORY OBLIGATIONS AND REGULATIONS

8. Prevention of Corruption

- 8.1. The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

9. Discrimination

- 9.1. The Contractor shall not unlawfully discriminate in employment and in the provision of Goods or Services. The Contractor shall comply with the Equality Act 2010 and all applicable amendments, regulations and Codes of Practice or any future or other legislation which concerns discrimination in employment and service delivery (the "Equalities Provisions"). The Contractor shall take all reasonable steps to procure the observance of the Equalities Provisions by those of its Personnel engaged in providing the Goods or Services.

10. The Contracts (Rights of Third Parties) Act 1999

- 10.1. A person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties.

INFORMATION

11. Authority Data

- 11.1. The Contractor shall use the Authority Data only as necessary for the performance of its obligations under this Contract unless otherwise authorised in writing by the Authority.

12. Protection of Personal Data

- 12.1. The Parties agree that the Authority is the Data Controller and that the Contractor is the Data Processor for the purposes of this Contract.
- 12.2. The Contractor shall:
 - 12.2.1. process the Personal Data only in accordance with instructions from the Authority in order to meet its contractual obligations or as required by law;
 - 12.2.2. implement appropriate technical and organisational measures to protect the Personal Data;
 - 12.2.3. take reasonable steps to ensure the reliability of any Contractor's Personnel including applicable vetting and security checks and ensure that all Contractor's Personnel are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;
 - 12.2.4. not Process Personal Data outside the European Economic Area without the prior written consent of the Authority and, where the Authority consents to a transfer, to comply with the applicable statutory requirements and any reasonable instructions notified to it .by the Authority
- 12.3. The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under the Contract in such a way as to cause the Authority to breach any of its applicable obligations under the Data . Protection Legislation

13. Freedom of Information

- 13.1. The Contractor acknowledges that the Authority is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority to enable the Authority to comply with its Information disclosure obligations.

14. Confidentiality

- 14.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor hereby gives consent for the Authority to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Contract, to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract. Prior to publication the Authority may, at its sole discretion, in whole or in part, redact information for one or more of the following grounds
- (a) National security;
 - (b) Personal data;
 - (c) Information protected by intellectual property law;
 - (d) Information which it is not in the public interest to disclose (under a Freedom of Information Act analysis);
 - (e) Third party confidential information;
 - (f) IT security; or
 - (g) Prevention of fraud.
- 14.2. Subject to clause 14.1 the Parties undertake to maintain the confidentiality of any Confidential Information including the requirements regarding confidentiality as set out in Schedule E: Licence Agreement.
- 14.3. Nothing in the Contract shall prevent the Authority from disclosing the Contractor's Confidential Information (including the Management Information)
- 14.3.1. to any Crown body or any other Contracting Authority on the understanding that they shall be entitled to further disclose the Confidential Information to other Crown bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Authority;
 - 14.3.2. to any consultant, contractor or other person engaged by the Authority or any entity specified in clause 14.3.1 (including any benchmarking

organisation) for any purpose relating to or connected with this Contract, including for the avoidance of doubt any person conducting a Gateway review;

14.3.3. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

14.3.4. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions or for the purpose of the exercise of its rights under this Contract;

14.3.5. on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract;

14.3.6. for the purpose of the examination and certification of the Authority's accounts; or

14.3.7. for 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.

14.4. The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 14.3 is made aware of the Authority's obligations of confidentiality.

14.5. The provisions of this clause shall survive the termination of this Contract however that occurs

15. Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989

15.1. The Contractor undertakes to abide by, and ensure that its Personnel abide by, the provisions of:-

15.1.1. the Official Secrets Acts 1911 to 1989; and

15.1.2. Section 182 of the Finance Act 1989.

15.2. In the event that the Contractor and its Personnel fail to comply with this clause, the Authority reserves the right to terminate the Contract by giving .notice in writing to the Contractor

16. Publicity, Media and Official Enquiries

16.1. Without prejudice to the Authority's obligations under the Information Legislation and Government Policy to Publish all contracts over £10,000

neither Party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

- 16.2. Both Parties shall take reasonable steps to ensure that their Personnel comply with clause 16.1.

17. Intellectual Property Rights

- 17.1. The Intellectual Property Rights (including the copyright) in any reports, documentation or materials produced as part of any Goods or Services are hereby assigned to and shall vest in the Authority.
- 17.2. The Contractor warrants that all necessary licences, permissions and consents required in relation to the acquisition by the Authority of the Goods or Services shall have been obtained, and shall indemnify the Authority against any claims, costs, proceedings, expenses and demands from any third parties alleging infringements of any Intellectual Property Rights
- 17.3. The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority.

18. Audit

- 18.1. The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long as may be agreed between the Parties, full and accurate records relating to the Contract including the Goods or Services, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request provide to the Authority or the Authority's Personnel such access to those records as may be requested by the Authority.

CONTROL OF THE CONTRACT

19. Assignment and Sub-Contracting

- 19.1. The Contractor shall not assign or sub-contract any obligations under the Contract without the prior consent of the Authority, which shall not be unreasonably withheld or delayed. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties.
- 19.2. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 19.3. Copies of each sub-contract shall, at the request of the Authority, be sent by the Contractor to the Authority as soon as reasonably practicable.

20. Variation

- 20.1. The Authority may request in writing a variation to the Goods or Services (a "**Variation**") provided that such request does not amount to a material change to the Specification. The Authority shall give the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required. The Authority shall specify a time limit within which the Contractor shall respond to the request for a Variation. If the Contractor accepts the Variation it shall confirm the same in writing.

21. Waiver

- 21.1. The failure of either Party to enforce their rights under the Contract shall not constitute a waiver and shall not prejudice their right to take enforcement action in the future.

22. Severability

- 22.1. If any part of the Contract is unenforceable, such unenforceability shall not affect the remainder of the Contract.

LIABILITIES

23. Indemnity and Insurance

- 23.1. The Contractor shall indemnify the Authority against all claims, damages and any other liabilities which may arise as a result, directly of the performance or purported performance of this Contract, the aggregate liability not to exceed £500,000, except to the extent that any injury, loss or damage is caused by the negligence, wilful misconduct or breach of the Contract by Authority Personnel.
- 23.2. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance for the duration of the Contract Period, [and, in relation to Professional Indemnity insurance, for a minimum of six (6) years following the termination of the Contract, including but not limited to Professional Indemnity, Public Liability and Employer's Liability insurance, in such sums as will enable the Contractor to comply with its obligations under the Contract, including the indemnity in the previous paragraph and as may be described in the Specification Schedule. The Contractor shall provide written evidence of such insurance as and when required by the Authority.

DEFAULT, DISRUPTION AND TERMINATION

24. Termination on Change of Control and Insolvency

- 24.1. The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is the subject of proceedings under the Insolvency Act 1986.

25. Termination for Convenience

- 25.1. The Authority shall have the right to terminate the Contract at any time by giving one (1) Months' written notice to the Contractor.

25A. Termination for Procurement Reasons

- 25.2. 25A.1 The Authority shall have the right to terminate the Contract at any time by giving one (1) Month's written notice to the Contractor where:
- 25.3. 25A.1.1 this Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of the Public Contracts Regulations 2015;
- 25.4. 25A.1.2 the Contractor, at the time this Contract was awarded, was in one of the situations referred to in regulation 57(1) of the Public Contracts Regulations 2015, including as a result of the application of regulation 57(2) of the Public Contracts Regulations 2015, and should therefore have been excluded from the procurement procedure; or
- 25.5. 25A.1.3 this Contract should not have been awarded to the Contractor in view of a serious infringement of obligations under the Treaty on the European Union, the Treaty on the Functioning of the European Union and Directive 2014/24 that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of Treaty on the Functioning of the European Union.

26. Material Breach

- 26.1. In the event of a material breach by the Contractor the Authority may either:
- 26.1.1. take over the provision of some or all of the Goods or Services; or
- 26.1.2. partially terminate the Contract, reduce the Contract Price, and provide or procure a third party to provide that part of the Goods or Services at the Contractor's cost; or
- 26.1.3. terminate the whole of the Contract.

- 26.2. If the Contractor fails to supply any of the Goods or Services in accordance with the Contract, and the failure is remediable, the Contractor shall, on the instruction of the Authority, at its own cost remedy the failure (and any .damage resulting from the failure) within ten (10) Working Days
- 26.3. In the event that the Contractor fails to comply with clause 26.2 the Authority may terminate the Contract (or that part of the Contract) with immediate effect by notice in writing.

27. Consequences of Expiry or Termination

- 27.1. Where the Authority terminates the Contract under clause 26 and then makes other arrangements for the supply of Goods or Services, the Authority may recover from the Contractor any reasonable costs which it incurs in so doing throughout the remainder of the Contract Period. No further payments shall be payable by the Authority to the Contractor until the Authority has established the final cost of making those other arrangements.

28. Survival

- 28.1. Termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses 6 (Payment), 7 (Recovery of Sums Due), 8 (Prevention of Corruption), 11 and 12 (Authority Data and Protection of Personal Data), 13 (Freedom of Information), 14 (Confidentiality), 15 (Official Secrets Acts 1911-1989), 17 (Intellectual Property Rights), 18 (Audit), 23 (Indemnity and Insurance), 27 (Consequences of Expiry or Termination), and 31 (Governing Law).

29. Recovery upon Termination

- 29.1. On the termination of the Contract for any reason, the Contractor shall immediately return to the Authority all Confidential Information and any other property belonging to the Authority supplied to the Contractor for the purpose of the Contract.

30. Force Majeure

- 30.1. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure.

DISPUTES AND LAW

31. Governing Law

- 31.1. Subject to the provisions of clause 32, the Parties accept the exclusive jurisdiction of the English Courts and agree that the Contract is to be governed and construed according to English Law.

32. Dispute Resolution

- 32.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.
- 32.2. If the dispute cannot be resolved by the Parties pursuant to clause 32.1 the dispute shall be referred to mediation as agreed by the parties unless:
 - 32.2.1. the Authority considers that the dispute is not suitable for resolution by mediation; or
 - 32.2.2. the Contractor does not agree to mediation.
- 32.3. If the mediation is unsuccessful, then any dispute or difference between them .may be referred to the courts
- 32.4. If the Parties reach agreement on the resolution of their dispute the agreement shall be reduced to writing and shall be binding.

Duly authorised for and behalf of the Authority

Signature:

Name:

Title:

Date:

Duly authorised for and on behalf of the Contactor

Signature:

Name:

Title:

Date:

SCHEDULE A: PRICING AND PAYMENT

A.1 The purpose of this Schedule A: is to set out the provisions relating to the Charges applicable to the Goods and Services.

A.2 Charges payable by the Authority are detailed in Table 1a Day Rates, Table 1b Focus Groups, Table 1c In-depth Interviews, Table 1d Participant Research and Table 1e Questionnaire detailed below.

Table 1a. Day Rates

Role	Qty	Day Rate
Project Director 1	1	[Redacted]
Project Director 2 (Reduced Rate)	1	[Redacted]
Recruitment Lead	1	[Redacted]
Project Design and Lead Researcher	1	[Redacted]
Senior Researcher	1	[Redacted]
Project Manager	1	[Redacted]
Admin	1	[Redacted]

Table 1b. Focus Groups

The total cost per user group of [Redacted] is based on a group of 8 participants and the Contractors estimate of the Authority's requirements and is detailed in their response at Schedule 2b. The Authority may request a change to the service subject to the provisions of clause 20.1.

Description	Cost
Staff costs – initial participant recruitment (based on costs in table 1.a)	[Redacted]
Staff Costs – focus group delivery (based on table 1.a)	[Redacted]
Participant fees (based on 8 non-offender participants)	[Redacted]
Participant travel and other expenses including carer	[Redacted]
Venue and catering	[Redacted]
Community group support	[Redacted]
Interpreter costs (estimated at £150 per group, but only costed for 1/4 of groups)	[Redacted]
Staff travel	At cost

Table 1c. In-depth Interview of four (4)

The cost per in-depth interview group of [Redacted] is based on the Contractors estimate of the Authority's requirements and is detailed in their response at Schedule 2b. The Authority may request a change to the service subject to the provisions of clause 20.1.

Description	Cost
Staff costs – recruitment of interviewees (based on table 1.a)	[Redacted]
Staff Costs – interviews, analysis and write-up (based on table 1.a)	[Redacted]
Transcribing	[Redacted]
Staff travel	At cost

Table 1d. Participant Research (for participants with complex and complicated needs).

The estimated cost per research session of £[Redacted] includes all costs including staff time for a group of up to 6 participants and is based on an assumption that the focus groups will be held close to a location where the participants are recruited.

Description	Cost
Cost per participant	[Redacted]
Project Management (for group of 5-6 users)	[Redacted]

Table 1e. Questionnaire

The costs per interview group of £[Redacted] are based on the Contractors estimate of the Authority's requirements and is detailed in their response at Schedule 2b. This is an optional service the Authority may call off subject to the provisions of section A4 of this Schedule A.

Description	Cost
Staff Costs (based on table 1.a)	[Redacted]

Other Costs

- A.3 The Contractor may claim for travel and subsistence in accordance with the rates set out in Annex A of the Ministry of Justice Travel and Subsistence policy. Any expenses shall be by prior written approval of HMCTS.
- A.4 The charges are based on the following assumptions.
- The Authority will provide a written request to call off the services as listed within this schedule.
 - The Contractor shall provide a cost forecast to the Authority detailing spend to date and any committed spend within 5 working days of the end of the previous month.
- A.5 The Charge for the service shall not exceed the total sum of £103,838.
- A.6 All rates in Schedule A are exclusive of VAT.
- A.7 The Contractor shall not exceed the day rates detailed in Table 1.

SCHEDULE B1: SPECIFICATION

1 Background to the Requirements

Business Context

The HMCTS Reform Programme is transforming many of its customer facing services. A core principle of the Reform Programme is to transform these services around the needs of the users of the justice system. The programme is in the process of gathering the user insight and expertise to inform service transformation. However an area of particular difficulty for the programme team is in accessing the users that are digitally excluded or have “special needs” which may prevent them from accessing our services digitally. In research terms these are called “hard to reach” users. As HMCTS’ plans to move a number of core services online are discussed publically, there are increasing concerns about access to justice for those who are not digitally literate. As a result our work on the Assisted Digital service offering is high profile and high risk. To mitigate this risk HMCTS need to work with a supplier who can provide access to these “hard to reach” users for its own research and testing purposes, ensuring that the Assisted Digital support services HMCTS put in place truly support the needs of digitally excluded and vulnerable users.

- HMCTS are seeking to commission a piece of research to inform the ongoing development of the Assisted Digital service offering and provide some assurance to senior leaders, the Judiciary and the public that HMCTS is designing a service that meets these user needs, meets the obligations of the Equality Act 2010, reduces the risk of Judicial Review of redesigned digital processes and ensures HMCTS is meeting the needs of all users, including the most marginalised and vulnerable users of court services.
- HMCTS are seeking a supplier who is able to access “hard to reach” users for research and testing purposes. Recruitment of participants should be by methods suitable for this user group type. HMCTS already have in place a contract to recruit user participants, therefore this requirement is only for the recruitment of hard to reach users.
- The proposed approach is to contract with a supplier for a maximum period of up to 12 months to address the requirement outlined above. A termination provision will be included with the contract to allow early termination when we go out to open competition.

Business Challenge

- Currently HMCTS are unable to recruit User Participants defined as “hard to reach”
- HMCTS does not have the in-house expertise to undertake research on Assisted Digital user needs.
- HMCTS has ongoing digital transformation projects in different stages of development and needs this work undertaken sharply over the next 12 months.

2 Objective

The objective of the research and recruitment of user participants is to provide a better understanding of the impact the digitisation on court services will have on users who require Assisted Digital support as an enabler to support HMCTS in ensuring their needs are met.

3 Scope

3.1 In Scope

HMCTS are contacting with Revolving Doors to recruit and research with users of the justice system with multiple and complex needs, including low levels of digital literacy and/or experiences of digital exclusion. The work HMCTS would like to procure from the Supplier is detailed below.

Focus groups

- The Supplier will gather the majority of the data through interactive focus groups, designed for different 'hard to reach' groups and led by experienced researchers. This will be the primary source of data, this works well for groups who may not be able to access questionnaires or respond well to other methods;
- The Supplier will use visual formats for people with low literacy levels, ensuring participants are briefed and supported in advance ensuring useful relevant information is provided;
- The Supplier will use a peer-led approach to build empathy to promote a more honest and detailed response;
- Focus groups will include no fewer than 6 people and no more than 10;
- The Supplier will seek to ensure that the time of day at which the research is held is convenient/appropriate for the target group; and
- Detailed notes will be taken of each focus group, with the group's permission.

In depth interviews

- To understand a complex issue in depth, for example the reason why something is or is not working for a particular sub-group The Supplier shall conduct in depth qualitative interviews;
- In depth interviews could also be used for people who are unable or do not wish to participate in group activities or focus groups for practical or other reasons; and
- The Supplier will also use telephone or Skype interviews if appropriate to ensure inclusivity.

Questionnaires

- The Supplier shall recommend the above qualitative methods as being most effective working with the target 'hard to reach' groups, and can also if required design or adapt bespoke, accessible, paper-based or online

questionnaires, including people with learning disabilities or low literacy levels.

Analysis and Reporting Phase

- The reporting requirements will be based on the needs of HMCTS reform programme and shall be agreed with the Supplier.

Coverage

- HMCTS require a national view of the issues to inform the service design. We therefore require a Supplier who can offer regional coverage in the following areas: London/SE; South West; North East; Midlands and North West.

3.2 Out of Scope

The following are out of scope;

- Recruitment of User Participants other than “hard to reach” which are defined as a person with low technical skills, or who has accessibility or disability issues, or who speaks English as a second language

SCHEDULE B2: CONTRACTORS RESPONSE

REVOLVING DOORS PROPOSAL FOR INSIGHT INTO 'HARD TO REACH' USERS' NEEDS AND RECRUITMENT

[Redacted]

SCHEDULE C: GOODS OR SERVICES

C1. Definitions and Interpretations

In these Conditions:

"Equipment" means the Contractor's equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract.

"Installation Works" means, as the context so requires:

- (d) collectively, all works which the Contractor is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Specification and the Tender; or
- (e) where there are a series of works to be carried out during the Contract Period to install the Goods in accordance with the Specification and the Tender, each set of installation works.

"Key Personnel" means those members identified as such of the Contractor's " .Personnel in the Specification

"Quality Standards" means the quality standards published by the British Standards Institute, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification Schedule.

C2. The Services

C2.1. The Contractor shall supply the Services during the Contract Period in accordance with Schedule B1 Specification and Schedule B2 Contractors Response.

C3. Provision and Removal of Equipment

C3.1. The Contractor shall provide all the Equipment necessary for the supply of the Services. The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior written approval.

C3.2. All Equipment brought onto the Premises shall be at the Contractor's own risk. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor. The Contractor shall provide for the

haulage or carriage to and the removal from the Premises of Equipment when no longer required at its sole cost.

C3.3. The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.

C3.4. The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably possible:

C3.4.1.remove from the Premises any Equipment which in the reasonable opinion of the Authority is either hazardous, noxious or not in accordance with the Contract; and

C3.4.2.replace such item with a suitable substitute item of Equipment.

C3.5. On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Contractor's Personnel

C4. Key Personnel

C4.1. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority.

C4.2. The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

C5. Licence to Occupy Premises

C5.1. Any land or Premises made available to the Contractor by the Authority in connection with the Contract, shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

C6. Offers of Employment

C6.1. For the duration of the Contract and for a period of twelve (12) Months thereafter neither the Authority nor the Contractor shall employ or offer

employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that Party's prior written consent.

C7. Environmental Requirements

C7.1. The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

C8. Health and Safety

- C8.1. The Contractor shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of the Contract. The Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Authority's Premises and which may affect the Contractor in the performance of the Contract.
- C8.2. While on the Premises, the Contractor shall comply with any health and safety measures implemented by the Authority in respect of Contractor's Personnel and other persons working on those Premises.

C9. Remedies in the event of Inadequate Performance

- C9.1. Where a complaint is received about the standard of the Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Authority shall notify the Contractor, and where considered appropriate by the Authority, investigate the complaint. The Authority may, in its sole discretion, uphold the complaint and take further action in accordance with clause 26 (Material Breach) of the General Terms.
- C9.2. Without prejudice to its rights under clause 7 (Recovery of Sums Due) of the General Terms, the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the

Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

C10. Monitoring and Management Information

C10.1. Not used

C10.2. Not used

C10.3. The Contractor agrees that the Authority may provide the Cabinet Office with information relating to the Services and Goods procured and any payments made under the Contract.

C10.4. Upon receipt of information provided by the Authority to the Cabinet Office under C10.3, the Authority and the Contractor shall consent to the Cabinet Office:

- (1) storing and analysing the Management Information and producing statistics; and
- (2) sharing the Management Information or any statistics produced using the Management Information, with any other Contracting Authority.

C10.5. In the event that the Cabinet Office shares the Management Information or information provided under clause C10.3 in accordance with C10.4(2), any Contracting Authority receiving the Management Information shall be informed of the confidential nature of that information and shall be requested not to disclose it to any body who is not a Contracting Authority (unless).required by law

C10.6. The Authority may share the outputs of this Proof of Concept with third parties.

C11. Professional Indemnity

C11.1. The Contractor shall at all time comply with the quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation in the contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

C12. The Goods

C12.1. The Contractor shall ensure that the Goods are fully compatible with any Equipment, to the extent specified in Schedule B1 Specification and Schedule B2 Contractors Response.

C12.2. The Contractor acknowledges that the Authority relies on the skill and judgment of the Contractor in the supply of the Goods and the performance of its obligations under the Contract.

C12.3. The Contractor shall supply and, where relevant, install the Goods in accordance with the Specification and the Tender and with all applicable provisions of the Contract.

C13. Delivery

C13.1. Subject to Schedule D, the Contractor shall deliver the Goods at the time(s) and date(s) specified in the Specification, to the Premises or location agreed. Unless otherwise specified, deliveries shall only be accepted during normal business hours.

C13.2. Unless otherwise stated in the Specification, where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods have been removed from the transporting vehicle at the Premises and accepted by the Authority. Where the Goods are collected by the Authority, the point of delivery shall be when the Goods are loaded on the Authority's vehicle.

C13.3. Time of delivery shall be of the essence and if the Contractor fails to deliver the Goods within the time promised or specified in the Specification, the Authority may release itself from any obligation to accept and pay for the Goods and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.

C13.4. The Authority shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Authority elects not to accept such over-delivered Goods it shall give notice in writing to the Contractor to remove them within five (5) Working Days and to refund to the Authority any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Authority may dispose of such Goods and charge the Contractor for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Contractor unless they are accepted by the Authority.

C13.5. The Authority shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.

C13.6. Unless expressly agreed to the contrary, the Authority shall not be obliged to accept delivery by instalments. If, however, the Authority does specify or agree to delivery by instalments, delivery of any instalment later than the date

specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Authority, entitle the Authority to terminate the whole of any unfulfilled part of the Contract without further liability to the Authority.

C13.7. Unless otherwise stated in the Specification, there shall be no charge for delivery of the Goods to the Premises or for packaging used by the Contractor. Returnable packaging will only be returned at the Contractor's risk and expense.

C14. Risk and Ownership

C14.1. Subject to clause C13 above, risk in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause C16 below) pass to the Authority when delivery is completed to the Authority's reasonable satisfaction.

C14.2. Ownership of the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause C16 below), pass to the Authority at the time of delivery (or payment, if earlier).

C15. Non Delivery

C15.1. Where the Goods, having been placed in transit, fail to be delivered to the Authority on the due date for delivery, the Authority shall, (provided that the Authority has been advised in writing of the dispatch of the Goods), within ten (10) Working Days of the notified date of delivery, give notice to the Contractor that the Goods have not been delivered and may request the Contractor free of charge to deliver substitute Goods within the timescales specified by the Authority or terminate the Contract in accordance with clause C13.4 (Delivery).

C16. Inspection, Rejection and Guarantee

C16.1. The Authority or its authorised representatives may inspect or test the Goods either complete or in the process of manufacture during normal business hours on reasonable notice at the Contractor's premises and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge, including further testing and inspection if reasonably required by the Authority. No failure to make complaint at the time of such inspection or test and no approval given during or after such inspection or test

shall constitute a waiver by the Authority of any rights or remedies in respect of the Goods and the Authority retains the right to reject the Goods.

C16.2. The issue by the Authority of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Authority's acceptance of them.

C16.3. The Contractor hereby guarantees the Goods for a period of 12 Months (in line with the manufactures warranty) or such other period as may be agreed between the Parties from the date of delivery against faulty materials or workmanship. If the Authority shall within that period or within twenty-five (25) Working Days thereafter give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Contractor shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall elect) free of charge

C16.4. Any Goods rejected or returned by the Authority shall be returned to the Contractor at the Contractor's risk and expense.

C17. Labelling and Packaging

C17.1. On dispatch of any consignment of the Goods the Contractor shall send the Authority an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. The Goods shall be packed and marked in a proper manner.

C17.2. The Goods shall be accompanied by a delivery note showing the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered

C18. Training

C18.1. Where indicated in the Specification, the Contract Price shall include the cost of instruction of the Authority's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements detailed in the Specification.

C19. Contract Performance

C19.1. The Contractor shall ensure that:

C19.1.1. the Goods conform in all respects with the Specification and, where applicable, with any sample or performance demonstration approved ;by the Authority

C19.1.2. the Goods operate in accordance with the relevant technical specifications and correspond with the requirements of the Specification and any particulars specified in the Contract;

C19.1.3. the Goods conform in all respects with all applicable Laws; and

C19.1.4. the Goods are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Contractor by the Authority.

C19.2. The Installation Works shall be deemed to be completed when the Contractor receives a notice issued by the Authority in accordance with clause C20.2.1. Notwithstanding acceptance of any Installation Works in accordance with that clause, the Contractor shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the Installation Works.

SCHEDULE D: PRISONS

SPECIAL CONDITIONS: HER MAJESTY'S PRISONS

D1. Access to Authority Premises

- D1.1. Where the Contractor's Personnel are required to have a pass for admission to the Premises the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Contractor's Personnel who cannot produce a proper pass when required to do so by any of the Authority's personnel, or who contravene any conditions on the basis of which a pass was issued, may be refused admission to the Authority's Premises or required to leave those premises if already there.
- D1.2. The Contractor shall promptly return any pass if at any time the Authority so requires or if the person to whom the pass was issued ceases to be involved in the performance of the Contract. The Contractor shall promptly return all passes on completion or earlier termination of the Contract.
- D1.3. Contractor's Personnel attending the Premises may be subject to search at any time. Strip searches shall only be conducted on the specific authority of the Authority under the same rules and conditions applying to the Authority's personnel. The Contractor is referred to the Prison Rules 1999 Part III and the Prison (Amendment) Rules 2005 and the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008. The Contractor is also referred to the definition of misconduct contained in the said Rules and clause 3 of the General Terms and Conditions.

D2. Security

- D2.1. Whilst on the Premises the Contractor's Personnel shall comply with all security measures implemented by the Authority in respect of staff and other persons attending those premises. The Authority shall provide copies of its written security procedure to the Contractor on request. The Contractor and all members of the Contractor's Personnel shall be prohibited from taking any photographs on the Premises unless the Authority has given prior approval and an Authority representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without the Authority's prior written approval.

- D2.2. The Authority shall have the right to carry out any search of Contractor Personnel or of vehicles used by the Contractor at the Premises.
- D2.3. The Contractor shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible to the Authority for security matters, and when required by the Authority shall:
- D2.3.1. take all reasonable measures to make any Contractor's Personnel identified by the Authority available to be interviewed by the Authority, or by a person who is responsible to the Authority for security matters, for the purposes of the investigation. Contractor's Personnel shall have the right to be accompanied by and to be advised or represented by the other person whose attendance at the interview is acceptable to the Authority; and
- D2.3.2. subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by the Authority or by a person who is responsible to the Authority for security matters, for the purposes of the investigation, so long as the provision of that material does not prevent the Contractor from performing the Contract. The Authority shall have the right to retain any such material for use in connection with the investigation and, so far as possible, shall provide the Contractor with a copy of any material retained.

D3. Safeguarding Vulnerable Persons

- D3.1. Individuals who are held in lawful custody or on probation are regarded as vulnerable persons under the Safeguarding Vulnerable Groups Act 2006. Where the Authority deems it necessary the Contractor will provide a list of the Personnel who will be providing the Goods or Services for vetting by the Independent Safeguarding Authority. The Authority may in its sole discretion refuse access to its Premises by any member of the Contractor's Personnel who does not successfully complete the vetting procedure.

D4. Offender Management Act 2007

- D4.1. Nothing in this Contract shall be deemed to provide any authorisation to the Contractor in respect of any provision of the Offender Management Act 2007. The Contractor in providing the Goods or Services will comply with the provisions of PSO 1100 as published by the Authority from time to time.

SCHEDULE E: LICENCE AGREEMENT

I. Schedule Not Used