

**SECTION 1  
CONTRACT DETAILS**

**Date of Agreement: 16th May 2022**

**1. THE PARTIES**

<b>The Authority</b>	The Secretary of State for Justice Ministry of Justice MOJ Commercial and Contract Directorate (CCMD) 3 <sup>rd</sup> Floor 10 South Colonnade Canary Wharf, E14 4PU
<b>The Contractor</b>	Yalla Dev Ltd Space4 2nd Floor 113 Fonthill Road Finsbury Park, London, N4 3HH
<b>Each a 'Party' and together the 'Parties'</b>	

**Authorised Representatives**

<b>For the Authority:</b>	<b>[REDACTED]</b> 3rd Flr 10 South Colonnade, Canary Wharf, E14 4PU <b>[REDACTED]</b>
<b>For the Contractor:</b>	<b>[REDACTED]</b> Yalla Space4 2nd Floor, 113 Fonthill Road, Finsbury Park, London, N4 3HH <b>[REDACTED]</b>

**2. CONTRACT DETAILS**

<b>Authority Contract reference:</b>	Prj_8057 Con_20583
<b>Contractor Contract reference:</b>	Yalla Cooperative
<b>Contract title:</b>	Yalla Dev Prison Leavers Innovation Challenge (PLIC) Phase II
<b>Contract description:</b>	The Contractor will undertake Phase II of the innovation and development project entitled the Prison Leavers Innovation Challenge (PLIC) in accordance with the project specification detailed below, having completed Phase I.
<b>Commencement Date:</b>	16th May 2022

<b>Completion date:</b>	6 <sup>th</sup> October 2023
<b>Purchase order number:</b>	

### 3. FINANCIAL DETAILS

<b>Approved Cost:</b>	£253,721.00 plus VAT
<b>Payment method:</b>	Payment of the Approved Cost will be split into the Milestone Payments (which are subject to the achievement of the Milestones) as set out below and in Clause 4 of Section 2.
<b>Timing of payment:</b>	The Milestone Payments will be paid by the Authority to the Contractor within a maximum of 30 days of the Milestone Dates listed below and so far as possible within the Gov.uk "Prompt Payment" targets published at the time.
<b>VAT:</b>	The Approved Cost is NET of VAT and any other taxes and duties (if applicable). Exception: Any Telephony costs should be given as Net + VAT (due to the recoverability status of telephony in Crown IT contracts)

### 4. PROJECT DETAILS

#### Project Scope

<b>Specification:</b>	As described here and in Schedule C
<b>Contractor's Solution:</b>	<p>A digital learning tool based on the Turning Pages learning model. This will support this group of prison leavers to improve their literacy, enable them to engage more effectively with probation officers/probation services and subsequently achieve better outcomes.</p> <p>The Contractor Solution will at a minimum deliver the following functional deliverables (see Schedule C for further detail):</p> <ul style="list-style-type: none"> <li>• Meet key milestones as outlined in the design service standard</li> <li>• Meet functional deliverables as outlined in the design service standard</li> </ul> <p>The Contractor will at a minimum deliver the following non-functional deliverables (see Schedule C for further detail):</p> <ul style="list-style-type: none"> <li>• Meet the design standard before entering Steady State</li> <li>• Pass a Data Protection Impact Assessment before entering Steady State</li> <li>• Comply with security requirements relating to the cyber security assurance process as requested</li> <li>• Meet non-functional deliverables as outlined in the design service standard</li> <li>• Agree Key Performance Indicators (KPIs) or Service Level Agreements (SLAs) with the Authority before entering Steady State</li> <li>• Contribute to stakeholder engagement</li> <li>• Provide management information data returns to the Authority after one month of Steady State, and quarterly thereafter</li> <li>• Support the Authority's evaluation team and the Authority's independent external</li> </ul>

	<p>evaluator, TONIC and the University of Kent, to enable them complete the impact evaluation of the pilot</p> <ul style="list-style-type: none"> <li>• Upon request, provide the Authority with a right of access to and to use of their source code during the course of the Project</li> </ul>
<b>Key Deliverables:</b>	<p>Delivery of a digital learning tool to include the following functional deliverables:</p> <ul style="list-style-type: none"> <li>• Web application which can be accessed across all major devices and browsers (Chrome, Firefox, Edge, Safari)</li> <li>• User registration and log-in functionality</li> <li>• Role access based on user type - Learner, Coach, Facilitator, Referrer</li> <li>• Learners can use the tool to progress with the Turning Pages curriculum, with a coach and through self-learning</li> <li>• Coaches can use the tool to support and monitor their learners</li> <li>• Facilitator can use the tool to set up and monitor learners and coaches</li> <li>• Referrer can refer a prison leaver to the programme and receive updates on progress</li> <li>• Further priority deliverables identified through ongoing user research</li> <li>• Collect required data points for the independent evaluation</li> </ul> <p>The Contractor will also deliver the following non-functional deliverables:</p> <ul style="list-style-type: none"> <li>• Documented user research to validate the key functionality of the tool</li> <li>• Product Roadmap with prioritised issues, updated throughout, to inform the functional deliverables of the digital tool</li> </ul> <p>Programme set up</p> <ul style="list-style-type: none"> <li>• Agree final programme set up with Kent, Surrey &amp; Sussex Probation senior team</li> <li>• Recruitment of coaches</li> <li>• Training of coaches</li> <li>• Awareness raising with referees (Probation staff)</li> <li>• Distribution of learning materials</li> <li>• Distribution and set up of monitoring and evaluation systems and processes</li> </ul> <p>Steady-state programme delivery</p> <ul style="list-style-type: none"> <li>• Delivery of coaching sessions</li> <li>• Ongoing support for coaches on programme delivery, from Shannon Trust</li> <li>• Ongoing feedback from coaches and learners</li> <li>• Ongoing monitoring and evaluation of the programme - data collection</li> </ul>

## **Milestones**

**[REDACTED]**

## **Contractor Personnel**

<b>Key Staff details:</b>	<b>[REDACTED]</b>
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## **5. CONTRACT STRUCTURE**

This agreement ("Agreement") is made up of the following documents:

- these Contract Details (Section 1); and
- the attached Section 2 together with its Schedules A, B C, D & E.

If there is any conflict or ambiguity between the terms of the sections listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by the duly authorised signatory  
of the **Contractor**:

Signature [REDACTED]  
.....  
Full Name [REDACTED]  
.....  
Position Held [REDACTED]  
.....  
Date [REDACTED]

Signed by the duly authorised signatory  
of the **Authority**:

.....  
Signature [REDACTED]  
.....  
Full Name [REDACTED]  
.....  
Position Held [REDACTED]  
.....  
Date [REDACTED]

## **SECTION 2 TERMS AND CONDITIONS**

### **1. Definitions and Interpretation**

- 1.1. As used in this Agreement the following terms and expressions shall have the meaning ascribed to them below:

"Additional Data"	means information collected and/or used for the purposes of the Project (collected by the Contractor above and beyond that either provided to the Contractor by the Authority or mandated to be collected by the Contractor by the Authority), which can be processed manually, electronically or by other means;
"Approved Cost"	means the total cost agreed between the Parties for the Project as set out in the Contract Details;
"Authority IT Systems"	the information technology systems of the Authority;
"Authority's Representative"	means the person recorded in Section 1 and any other person authorised to represent the Authority in respect of this Agreement from time to time;
"Background IPR"	means Intellectual Property Rights owned or controlled by either of the Parties at the date of this Agreement or which shall at any time thereafter become so owned or controlled otherwise than as a result of the Project under this Agreement;
"Confidential Information"	means information that falls within the types of information which has been designated as confidential by either Party or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, goods, Services, developments, trade secrets, Intellectual Property rights, know-how, personnel, customers and contractors of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 2018, the Project and commercially sensitive information;
"Controller"	has the meaning given in the Data Protection Legislation;
"Commencement Date"	means the date referred to as being the commencement date as set out in Section 1;
"Competition"	the Authority's Prison Leaver Innovation Challenge as described in the prior information notice published by the Authority on 23 April 2021;
"Completion Date"	means the date set out in Section 1;
"Contractor's Representative"	means the person recorded in Section 1 and any other person authorised to represent the Contractor in respect of this Agreement, who shall have authority to bind the Contractor in all matters under this Agreement from time to time;

"Contractor's Staff"	means the Contractor's Representative and all employees consultants agents and subcontractors which the Contractor engages in relation to the Project;
"Cyber Essentials Certificate"	the Cyber Essentials Plus Certificate to be provided by the Contractor;
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Contractor's advanced cyber security approach under the Cyber Essentials Scheme;
"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the UK Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</a> ;
"Data"	means information collected and/or used for the purposes of the Project (either provided to the Contractor by the Authority or mandated by the Authority to be collected by the Contractor), which can be processed manually, electronically or by other means;
"Data Protection Legislation"	means the UK Data Protection Legislation and any other legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;
"Data Subject"	has the meaning given in the Data Protection Legislation;
"Default"	means any breach by a Party of its obligations under this Agreement (including a fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of a Party to this Agreement or its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate and/or amending, legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
"Foreground IPR"	means the Intellectual Property Rights developed during the Project including any APIs or other links into the Authority's system and any code in respect of such APIs or other links into the Authority IT Systems;
"Implementation Phase"	means the (approximately) 5 months at the beginning of this Agreement for the Contractor to further test and iterate their solution before entering live pilot deployment;
"Information"	has the meaning given under section 84 of the FOIA;

"Insolvency Event"	means where the Contractor passes a resolution, or the court makes an order that: <ul style="list-style-type: none"><li>(i) the Contractor be wound up (otherwise than for the purpose of a bona fide and solvent reconstruction or amalgamation); or</li><li>(ii) a receiver, manager or administrator on behalf of a creditor is appointed in respect of all or part of the business of the Contractor; or</li><li>(iii) circumstances arise which entitle a court or creditor to appoint a receiver, manager or administrator or which entitle the court (otherwise than for the purpose of a solvent and bona fide reconstruction or amalgamation) to make a winding up order; or</li><li>(iv) the Contractor ceases to trade or is unable to pay its debts within the meaning of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction;</li></ul>
"Intellectual Property Rights" or "IPR"	means patents, inventions (whether or not patentable or capable of registration), trademarks, service marks, copyrights, topography rights, design rights and database rights, (whether or not any of them are registered or registerable and including applications for registration, renewal or extension of any of them), trade secrets and rights of confidence, trade or business names and domain names and all rights or forms of protection of a similar nature which have an equivalent effect to any of them which may now or in the future exist anywhere in the world;
"Key Staff"	means the persons named in Section 1;
"Language"	means the English Language unless otherwise agreed;
"Material"	means any report, executive summary, paper, abstract or other document provided by the Contractor under Clauses 15 and 16;
"Milestones"	means the milestones described in Section 1;
"Milestone Dates"	means the milestone dates set out in Section 1;
"Milestone Payments"	means the milestone payments set out in Section 1;
"Party"	has the meaning given in the Contract Details;
"Personal Data"	has the meaning given in the Data Protection Legislation;
"Personal Data Breach"	has the meaning given in the Data Protection Legislation;
"Pilot Phase"	means the 12 months after the Implementation Phase in which the Contractor's pilot shall be in "live" or Steady State;
"Project"	means the specification and the Contractor's Solution to meet it as set out in Section 1;
"Project Period"	means the period commencing on the Commencement Date and ending on the Completion Date or such later date as may



	be agreed between the Parties unless otherwise determined in accordance with the terms of this Agreement;
"Research"	means any investigation into the data beyond the recruitment and enrolment of individuals onto the pilot, carried out by the Contractor in connection with the Project. This includes any form of service evaluation or academic or market research carried out by the Contractor in connection with the Project;
"Results"	means information or other material generated in order to meet the requirements of the Project;
"Retention"	means the sum determined in accordance with Clause 4.2 of this Agreement;
"Services"	means the services being provided by the Contractor to enable fulfilment of the Project;
"Solution"	means the solution prepared by the Contractor meeting or exceeding the requirements of the Project;
"Steady State"	means no significant changes are made to the delivery or design of the Solution; service users are able to start accessing the Solution; and data can begin to be collected for evaluation purposes, in parallel with a control group;
"Sub-Contract"	any contract or agreement or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof or facilities or services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof. Sub-Contractor shall be construed accordingly;
"UK Data Protection Legislation"	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and
"Variation"	means a variation to this Agreement executed through the completion of a Variation to Agreement Form signed on behalf of the Parties in accordance with Clause 6.

- 1.2. The interpretation and construction of this Agreement shall be subject to the following provisions:
- 1.2.1. reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
  - 1.2.2. the headings to Clauses are for ease of reference only and shall not affect the interpretation or construction of the Clauses;
  - 1.2.3. references to Clauses are references to Clauses in the Section of this Agreement in which they appear, unless otherwise stated;
  - 1.2.4. Clauses 2 to 36 in this Section 2 shall be treated as conditions or fundamental terms of this Agreement, breach of which shall entitle the innocent party to claim damages as well as affirm

or terminate the contract in accordance with Clause 20;

- 1.2.5. where the context allows, references to male gender include the female gender and the neuter, and the singular includes the plural and vice versa.

## **2. Administration and Direction of the Project**

- 2.1. The Authority may publish details of the Project for any non-commercial purpose, subject to the provisions of this Agreement. Such publication shall require the consent of the Contractor, and such consent shall not be unreasonably withheld or delayed.
- 2.2. The Contractor shall ensure that each member of the Contractor's Staff engaged on the Project observes the Conditions of this Agreement and any Variation and that the Contractor's Staff are advised of any consequent changes in the scope of this Agreement or the Project.
- 2.3. Notwithstanding the provisions of Clause 20, the Authority may terminate this Agreement if any of the Contractor's Key Staff are not available for the entire period needed to fulfil their duties in the Project, subject to prior discussion having first been held with the Contractor to attempt to identify and agree a mutually acceptable replacement and where the lack of availability of one or more of the Key Staff causes a material risk to the fulfilment of the delivery objective of the Project.
- 2.4. The objectives of the Project are set out in Section 1. Within such objectives, details of the exact programme to be followed and the day-to-day responsibility for carrying out this programme will be under the control of the Contractor, in consultation, where appropriate, with the Authority's Representative.
- 2.5. The Contractor shall ensure that it communicates in a full, frank and prompt manner with the Authority and such other third parties as may be notified to the Contractor by the Authority. The Contractor shall advise the Authority as required on the Project. In particular, the Contractor must notify the Authority of any proposed deviation from the agreed protocol or if significant developments occur as a study progresses, whether in relation to the safety of individuals or to scientific direction.
- 2.6. The Contractor shall only commence work on each Milestone once the Authority has approved such work in writing in advance. The Contractor shall complete each Milestone to the reasonable satisfaction of the Authority. A Milestone shall be deemed completed when the Authority notifies the Contractor as such in writing.
- 2.7. The Authority reserves the right to terminate this Agreement forthwith should the Contractor be unwilling or unable for any reason to continue with the Project or if, in the reasonable opinion of the Authority, the Contractor is consistently failing to achieve an acceptable standard in relation to the Project. If this occurs, the Authority shall not be obliged to make any further financial payment to the Contractor.

## **3. Obligations of the Contractor and the Authority**

- 3.1. The Contractor shall manage and complete the Project in accordance with the specification as set out in Section 1 and shall allocate sufficient resources to the Project to enable it to comply with this obligation.
- 3.2. The Contractor shall meet, any performance dates specified in Section 1 or elsewhere in this Agreement and the obligations of this Clause 3. If the Contractor fails to do so, the Authority may, after giving the Contractor not less than 14 days' notice of its intention to do the same, (without prejudice to any other rights it may have):
- 3.2.1. terminate this agreement in whole or in part without liability to the Contractor;
- 3.2.2. refuse to accept any subsequent performance of the Project which the Contractor attempts to make; and
- 3.2.3. hold the Contractor accountable for any loss and additional costs incurred.

3.3. The Contractor shall:

- 3.3.1. provide the Services in accordance with the Project Details set out in Section 1;
  - 3.3.2. co-operate with the Authority in all matters relating to the Project;
  - 3.3.3. subject to the prior written approval of the Authority, appoint or, at the written request of the Authority, replace on the Project without delay:
    - 3.3.3.1. the Contractor's Representative; and
    - 3.3.3.2. Key Staff or any member of the Contractor's Staff, who shall be suitably skilled, experienced and qualified to carry out the Project;
  - 3.3.4. subject to clause 3.3.3, ensure a the Contractor's Representative is appointed throughout the term of this Project;
  - 3.3.5. procure the availability of the Contractor's Representative and Key Staff for the purposes of the Project;
  - 3.3.6. promptly inform the Authority of the absence of the Contractor's Representative and/or Key Staff. If the Authority so requires, the Contractor shall provide a suitably qualified replacement;
  - 3.3.7. not make any changes to the Contractor's Representative or the Key Staff without the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed;
  - 3.3.8. ensure that the Contractor's Team uses reasonable skill and care during the Project;
  - 3.3.9. observe, and ensure that the Contractor's Team observe, all rules and regulations and any other reasonable requirements of the Authority; this shall include and not be limited to ensuring that the Approved Cost shall be utilised in accordance with the Project cost breakdown submitted by the Contractor at Project tender stage covering all Project materials, equipment and any applicable sub-contractor costs;
  - 3.3.10. notify the Authority as soon as it becomes aware of any issues which arise in relation to the Project;
  - 3.3.11. before the Commencement Date obtain, and at all times maintain:
    - 3.3.11.1. the Cyber Essentials Certificate in accordance with Schedule E (Cyber Essentials Scheme); and
    - 3.3.11.2. all necessary licences and consents and comply with all relevant legislation in relation to the Project;
  - 3.3.12. at all times comply with the requirements of the Cyber Essentials Scheme;
  - 3.3.13. immediately disclose to the Authority any potential conflict of interest, including where the Contractor may benefit from external advisors who were or have been involved in planning or undertaking the Project or the associated call for tenders; and
  - 3.3.14. ensure, as far as reasonably possible, the adoption of open standards and interoperability in the innovative solutions which are achieved as a result of the research services in order to promote early adoption.
- 3.4. The Contractor acknowledges and agrees that the Authority is entering into this Agreement on the basis that the details of the Project are accurate and complete in all material respects and is not misleading. Contractor does not undertake, and the Authority acknowledges, that any research undertaken as part of the Project will lead to any particular result.
- 3.5. Where in the receipt of the Services the Contractor: (i) proposes any API or other link into; and (ii) is

subsequently provided with access to and use of, any Authority IT Systems, the Contractor agrees that it (and will procure that its representatives and sub-contractors):

3.5.1. will not:

- 3.5.1.1. activate any such API or link or connect any new equipment to the Authority IT Systems without the prior written consent of the Authority;
- 3.5.1.2. copy or reproduce the software in the Authority IT Systems in any way;
- 3.5.1.3. modify, alter, adapt, make error corrections to or in any way interfere with the software used in the Authority IT Systems, or merge it with or incorporate it into other data, programs or systems; and
- 3.5.1.4. by any act and/or omission, damage or cause any loss of data or make any changes to any part of the Authority IT Systems without the prior written consent of the Authority;

3.5.2. will procure that no viruses, Trojan horses and/or other harmful or malicious code are introduced into the Authority IT Systems, and to this end will procure that its representatives and sub-contractors comply with all user policies which the Authority implements in respect of the same; and

3.5.3. will only access and use such Authority IT Systems in accordance with the terms of this Agreement, including the data protection and confidentiality provisions, as applicable, and any reasonable instructions of the Authority from time to time.

3.6. The Authority shall:

- 3.6.1. co-operate with the Contractor in all matters relating to the Project and appoint (and, as it thinks fit, replace) the Authority's Representative in relation to the Project, who shall have the authority contractually to bind the Authority on matters relating to the Project;
- 3.6.2. provide such access to the Authority's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Contractor and agreed with the Contractor in writing in advance, for the purposes of the Project;
- 3.6.3. provide such information as the Contractor may reasonably request and the Contractor considers reasonably necessary, in order to carry out the Project, in a timely manner, and ensure that it is accurate in all material respects; and
- 3.6.4. inform the Contractor of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Authority's premises.

#### **4. Accounting and Payments**

- 4.1. The total amount to be paid by the Authority to the Contractor shall not exceed the Approved Cost and shall be paid to the Contractor by Milestone Payments, with the payment of each Milestone Payment being conditional on the Contractor having achieved the appropriate Milestone to the reasonable satisfaction of the Authority. Subject to these limits the Contractor is free to administer the funds within the terms of this Agreement without further reference to the Authority.
- 4.2. If the Contractor only partially achieves a Milestone by the corresponding Milestone Date, the Authority may, without prejudice to any other right or remedy that the Authority may have, deduct and retain an amount not more than the percentage of that total Milestone Payment indicated in Section 1. The Retention shall become due and payable to the Contractor upon full achievement of the requisite criteria applicable to the relevant Milestone to the reasonable satisfaction of the Authority, not to be unreasonably withheld or delayed.
- 4.3. Payments to third parties shall remain the responsibility of the Contractor who shall ensure that such payments are made promptly.

- 4.4. During the Project Period, payments will be made by the Authority in accordance with dates and amounts specified in Section 1. The Authority may suspend this payment schedule at any time if in the view of the Authority, acting reasonably, satisfactory progress on the Project has not been maintained, or reports have not been submitted as required under Clauses 15 and 16.
- 4.5. The Contractor shall provide supporting evidence as may be reasonably required to prove that the Contractor has used the amounts paid in accordance with Section 1 in connection with the Project. The supporting evidence shall clearly identify all Project and associated overhead costs. The Contractor shall maintain proper financial records relating to the Project at all times during the Project Period and for a period of six years after the end of the Project Period.
- 4.6. The Contractor grants to the Authority and to any statutory or regulatory auditors of the Authority and to authorised agents the right of reasonable access to (and if necessary to copy) the relevant financial records during normal business hours.
- 4.7. The Contractor shall provide all reasonable assistance at all times during the term of this Agreement and during the period of two years after termination or expiry of this Agreement for the purposes of allowing the Authority to obtain such information as is necessary to fulfil the Authority's obligations to supply information for Parliamentary, Governmental, Judicial or other administrative purposes and/or to carry out an audit of the Contractor's compliance with this Agreement including all activities, performance, security and integrity in connection therewith.
- 4.8. On completion of the Project Period, the final payment in respect of costs properly incurred under this Agreement will be paid by the Authority to the Contractor within 30 (thirty) days, provided that:
  - 4.8.1. the Project has been completed to the reasonable satisfaction of the Authority;
  - 4.8.2. the reports required under Clauses 15 and 16 have been submitted by the Contractor; and
  - 4.8.3. an agreement has been reached in respect of any items remaining for disposal.
- 4.9. If at any time an overpayment has been made to the Contractor for any reason whatsoever, the amount of such overpayment shall be considered in the assessing of any further payments or shall be recoverable from the Contractor at the Authority's discretion.
- 4.10. The Contractor shall keep and maintain until six years after this Agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of the Project including:
  - 4.10.1. all aspects of the Project;
  - 4.10.2. all expenditure reimbursed by the Authority; and
  - 4.10.3. all payments made by the Authority,and the Contractor shall on request afford the Authority or the Authority's representatives such access to those records as may be required in connection with this Agreement.
- 4.11. Where the Contractor enters into a Sub-Contract with a contractor for the purpose of performing this Agreement, it shall cause a term to be included in such a Sub-Contract that requires payment to be made of undisputed sums by the Contractor to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the Sub-Contract requirements.
- 4.12. Wherever, under this Agreement, any sum of money is recoverable from or payable by the Contractor (including any sum that the Contractor is liable to pay to the Authority in respect of any breach of this Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under this Agreement or under any other agreement or contract with the Authority.
- 4.13. The Contractor shall make any payments due to the Authority without any deduction whether by way

of set-off, counterclaim, discount, abatement or otherwise, unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

## **5. Set Off**

If any sum of money shall be due from the Contractor to the Authority or any other Government Department, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Agreement or any other agreement with the Authority or with any other department, office or agency of the Crown.

## **6. Variation**

- 6.1. If at any time it appears likely that any provision of this Agreement, in particular in relation to the Services, needs to be varied, the Contractor shall immediately inform the Authority in writing requesting a Variation to the Agreement, giving full details of the justification for the request and giving proposals for the Variation to this Agreement. Upon receipt of such a request the Authority may:

- 6.1.1. agree to vary this Agreement;
- 6.1.2. vary the Project in a manner which the Contractor agrees can be carried out within the Project Period and Approved Cost;
- 6.1.3. refuse the request and require the continuation of the Project in accordance with this Agreement; or
- 6.1.4. give notice of termination in accordance with Clause 20.

- 6.2. Subject to Clause 6.3, any Variation to this Agreement shall be set out in a Variation to Agreement Form as set out at Schedule A to this Section 2 and must be signed by both Parties to take effect.

- 6.3. The Contractor shall be permitted to release software updates to maintain or improve the security and/or functionality of the Solution during Steady State, provided that: (i) the Contractor gives the Authority prior notice of such update; and (ii) there is no material degradation in the quality of the Solution.

## **7. Staff Appointments**

- 7.1. The Contractor shall ensure that the terms and conditions of staff employed to provide the Services contain provisions in respect of Intellectual Property Rights which are compatible with the terms of this Agreement.
- 7.2. The Contractor shall ensure that any individuals employed by or having a contract for services with the Contractor relating to this Agreement shall comply with any of the Authority's rules and regulations.

## **8. Publicity**

- 8.1. Neither Party shall without the prior written consent of the other Party release, or otherwise make available to third parties, information relating to this Agreement or the Project by means of any public statement in particular any press announcement or displays or oral presentations to meetings.
- 8.2. In the event that either Party fails to comply with Clause 8.1 the non-breaching Party reserves the right to terminate this Agreement for Default by notice in writing in accordance with Clause 20.4.
- 8.3. The Authority may not endorse, sponsor or recommend an organisation to avoid compromising their impartial position and stress any further Commercial competition. However objective case studies and description of the fact of the competition and outcomes by both the Authority and Contractor is permissible.

## **9. Confidentiality**

- 9.1. In respect of any Confidential Information that it may receive from the other Party and subject always

to the remainder of this Clause 9, the receiving Party undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the disclosing Party's prior written consent provided that:

- 9.1.1. the receiving Party shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the contract concerned; and
  - 9.1.2. nothing in this Agreement shall be construed as to prevent either Party from using data processing techniques, ideas, know-how and the like gained during the performance of the contract concerned in the furtherance of its normal business, to the extent that this does not result in a disclosure of confidential information or infringement of any valid Intellectual Property Rights of either Party or the unauthorised processing or release of any Personal Data.
- 9.2. Clause 9.1 shall not apply to any Confidential Information received by one Party from the other:
- 9.2.1. which is or becomes public knowledge (otherwise than by breach of this Clause);
  - 9.2.2. which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
  - 9.2.3. which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - 9.2.4. is independently developed without access to the Confidential Information as evidenced by the receiving Party's written notes; or
  - 9.2.5. which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or the Environmental Information Regulations 2004.
  - 9.2.6. which the other has approved for release in writing.
- 9.3. The obligations of each of the Parties contained in Clause 9.1 above shall continue without limit in point of time. In the event that the Contractor fails to comply with this Clause 9.3 the Authority reserves the right to terminate this Agreement by notice in writing for Default in accordance with Clause 20.4.
- 9.4. The Contractor and the Authority agree to enter into any non-disclosure agreement (NDA) required by the other Party where the terms of such non-disclosure agreement (NDA) are reasonable.
- 9.5. The Contractor and the Authority agree to enter into any data sharing agreement (DSA) required by the other Party where the terms of such data sharing agreement (DSA) are reasonable.

## **10. Data processing**

- 10.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation.
- 10.2. The Parties acknowledge that for the purposes of the Data Protection Legislation:
  - 10.2.1. in the event that the Contractor processes Personal Data on behalf of the Authority, Part A of Schedule B sets out the scope, nature and purpose of processing by the Contractor, the duration of the processing and the types of Personal Data and categories of Data Subject; and
  - 10.2.2. in the event that a Party, acting as Controller (whether jointly or independently) of certain Personal Data, wishes to share such Personal Data with the other Party, the Parties shall enter into a data sharing agreement in the form set out in Part B of Schedule B.
- 10.3. Without prejudice to the generality of Clause 10.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to the Contractor for the duration and purposes of this agreement.
- 10.4. Without prejudice to the generality of Clause 10.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this

Agreement:

- 10.4.1. process that Personal Data only on the documented written instructions of the Authority which are set out in Schedule B, unless the Contractor is required by applicable laws to otherwise process that Personal Data. Where the Contractor is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Contractor shall promptly notify the Authority of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Contractor from doing so;
- 10.4.2. ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 10.4.3. not transfer any Personal Data outside the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
  - 10.4.3.1. the Authority or the Contractor has provided appropriate safeguards in relation to the transfer;
  - 10.4.3.2. the Data Subject has enforceable rights and effective remedies;
  - 10.4.3.3. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - 10.4.3.4. the Contractor complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- 10.4.4. notify the Authority immediately, and in any event within 24 hours, by contacting the Authority's Representative, if it receives:
  - 10.4.4.1. a request from a Data Subject to have access to that person's Personal Data;
  - 10.4.4.2. a request to rectify, block or erase any Personal Data;
  - 10.4.4.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation including any communication from the Information Commissioner;
- 10.4.5. assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 10.4.6. notify the Authority without undue delay, and in any event within 1 hour, on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement, by contacting 0203 334 0324;
- 10.4.7. at the written direction of the Authority, delete or return Personal Data and copies thereof to the Authority on termination or expiry of this Agreement unless required by the applicable laws



to store the Personal Data;

- 10.4.8. maintain complete and accurate records and information to demonstrate its compliance with this Clause 10 and allow for audits by the Authority or the Authority's designated auditor pursuant to Clause 10.6 - 10.7 and immediately inform the Authority if, in the opinion of the Contractor, an instruction infringes the Data Protection Legislation.
- 10.5. The Contractor shall indemnify the Authority only against any losses, damages, cost or expenses incurred by the Authority arising from, or in connection with, any breach of the Contractor's obligations under this Clause 10.
- 10.6. Where the Contractor intends to engage a Sub-Contractor pursuant to Clause 4.11 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:
  - 10.6.1. notify the Authority in writing of the intended processing by the Sub-Contractor;
  - 10.6.2. obtain prior written consent from the Authority to the processing;
  - 10.6.3. enter into a written agreement incorporating terms which are substantially similar to those set out in this Clause 10.
- 10.7. The Authority may, at any time on not less than 30 working days' written notice to the Contractor, revise this Clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 10.8. The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

## **11. Confidentiality of Personal Data**

- 11.1. The collection, handling, processing and use of Personal Data shall be treated as confidential at all times.
- 11.2. The Contractor shall at all times be responsible for ensuring that all Personal Data (including Personal Data in any electronic format) is stored securely. The Contractor shall take appropriate measures to ensure the security of such Personal Data and guard against unauthorised access thereto or disclosure thereof or loss or destruction while in its custody.
- 11.3. Personal Data shall not be made available to anyone other than those employed directly on the Project by the Contractor, relevant staff within the Authority pursuant to Clauses 12.1 and 12.2, relevant staff within other government departments pursuant to Clause 12.1, and relevant staff employed TONIC and the University of Kent pursuant to Clause 12.3, to the extent that they need access to such information for the performance of their duties.
- 11.4. The Contractor shall fully indemnify and hold harmless the Authority, its employees and agents against only direct liabilities, losses, costs, charges and expenses incurred as a result of any claims, demands, actions and proceedings made or brought against the Authority by any person arising from the loss, unauthorised disclosure of Personal Data by the Contractor, or any Sub-Contractor, servant or agent of the Contractor or any person within the control of the Contractor.
- 11.5. Subject to Clause 11.4, the Contractor shall at its own expense conduct any litigation arising from any such claims, demands, actions or proceedings and all the negotiations for the settlement of the same and the Authority hereby agrees to grant the Contractor exclusive control of any such litigation or the negotiations for the settlement of the same.
- 11.6. No information which would lead to the identification of an individual shall be included in any publications without the prior agreement in writing of the individual concerned. No mention shall be made of individual officers of the Authority, nor shall information be included which might lead to their

identification, without the prior agreement in writing of the Authority.

11.7. The Contractor shall, at all times, comply with the provisions of the Data Protection Act 2018.

11.8. Any relevant information, including Confidential Information, produced by the Contractor and transferred to the Authority during the Project which is not Personal Data may also be shared by the Authority with the Crown, for their individual storage, processing and use in accordance with their information management and data sharing policies. For the avoidance of doubt, the Crown shall not release such Confidential Information to third parties without the Contractor's prior written permission.

## **12. Anonymising of Personal Data**

12.1. Non-anonymised, identifiable Personal Data collected by the Contractor, required for the purpose(s) outlined below of evaluation of the service or products shall be provided by the Contractor to the Authority with appropriate safeguards. Throughout the duration of the Agreement, the Authority reserves the right to inform the Contractor of additional purposes for which Personal Data shall be provided by the Contractor to the Authority with the appropriate safeguards.

12.2. Purpose(s) for which non-anonymised, identifiable Personal Data shall be provided by the Contractor to the Authority:

12.2.1. evaluation of the service or products;

12.2.2. linking data collected by the Contractor with the Authority's administrative datasets for the purpose of evaluation; and

12.2.3. linking data collected by the Contractor with other government departments' administrative datasets for the purpose of evaluation.

12.3. Without prejudice to Clause 11.8 and clause 12.1, unless agreed by the Authority, the Authority shall not be entitled to inspect, take or be supplied with copies of any Personal Data relating to third parties obtained in connection with the Project other than in an anonymised form. The Contractor shall ensure that all such Personal Data is anonymised as and when it is obtained and that the key to personal identities of all persons to whom the Personal Data relates is kept in a separate and secure place.

12.4. Anonymised Personal Data relating to the project will be transferred to the Authority's external evaluation contractors TONIC and the University of Kent, to the extent that they need access to such information for the performance of their duties, who have appropriate data processing and confidentiality clauses in their contract. TONIC and the University of Kent are acting as independent external evaluators of the programme who are responsible for the analysis of data to determine impact of the programme.

## **13. Rights to Data and Research**

13.1. The Authority shall own all rights to the Data. The Authority grants to the Contractor a right of access to and to use of the Data during the course of the Project in order to meet the requirements of the Project. The Contractor will comply with the Authority's directions and existing guidance on confidentiality of any Data which it accesses or uses.

13.2. The Contractor shall not be permitted to use the Data for Research without the express permission of the Authority. For the avoidance of doubt, the Contractor may not use the following data for Research without the express permission of the Authority:

13.2.1. Data provided to the Contractor by the Authority (e.g. NOMIS and DELIUS numbers); and

13.2.2. Data mandated by the Authority to be collected by the Contractor.

13.3. The Contractor shall be permitted to collect data above and beyond that mandated for collection by

the Authority ("Additional Data").

- 13.4. The Contractor shall own all rights to the Additional Data. The Contractor grants to the Authority a right of access to and to use of the Additional Data during the course of the Project. The Authority will comply with the Contractor's directions and existing guidance on confidentiality of any Additional Data which it accesses or uses.
- 13.5. The Contractor shall be permitted to use the Additional Data for Research.
- 13.6. The Contractor shall own all rights to the Research. The Contractor grants to the Authority a right of access to and to use of the Research during the course of the Project. The Contractor shall provide the Research to the Authority on a regular basis in compliance with the guidance notes issued by the Authority's Representative as amended from time to time. The Authority will comply with the Contractor's directions and existing guidance on confidentiality of any Research which it accesses or uses.

#### **14. Adherence to Authority Guidelines**

The Contractor will ensure that work in any way connected with this Project is conducted in accordance with the Authorities' guidelines as may be issued, or referred to, from time to time by the Authority, copies of which are to be made available to the Contractor as appropriate or on reasonable request.

#### **15. Monitoring and Reporting**

- 15.1. Progress of the Project will be reviewed periodically by the Authority's Representative against the specification and Contractor's Solution detailed in Section 1 and the Authority Supporting Information in Schedule C.
- 15.2. During the Implementation Phase, the Contractor shall provide monthly update reports and updated project planning documents. These documents shall be in a form and otherwise in compliance with the guidance notes issued by the Authority's Representative as amended from time to time.
- 15.3. During the Pilot Phase the Contractor shall update the Authority on the progress of the pilot and abide by the reporting and monitoring requirements in compliance with the guidance notes issued by the Authority's Representative as amended from time to time.
- 15.4. During the Project Period the Contractor shall provide verbal or written reports as reasonably required by the Authority on any aspect of the Project.
- 15.5. The Contractor will allow its facilities, procedures and documentation to be submitted for scrutiny by the Authority or its auditors in order to ascertain compliance with the relevant laws of the United Kingdom and the terms of this Agreement.
- 15.6. The Contractor shall retain and maintain all assets necessary to ensure continued compliance with the FOIA and all other primary legislation that may apply from time to time.
- 15.7. The Contractor shall provide a data monitoring return containing non-anonymised, identifiable data after 1 month of the Pilot Phase in a mutually agreed upon format, and then quarterly thereafter, detailing the individuals participating in the intervention, as well as potential control/comparison group of individuals.

#### **16. Final Report and Evaluation**

- 16.1. The Contractor shall abide by the reporting and monitoring requirements as in compliance with the guidance notes which will be issued by the Authority's Representative as amended from time to time.
- 16.2. Within 7 days of the end of the Implementation Phase, the Authority's Representative and Contractor's Representative shall attend a review meeting to discuss the Contractor's performance as against the

aims of the Project ("Implementation Review Meeting").

- 16.3. Notwithstanding the provisions of Clauses 15 and 16.1, the Authority's Representative is entitled to carry out a visit on 48 hours' notice and within normal working hours to the Contractor's premises for the purpose of due diligence and evaluation in respect of the Project.

## **17. Intellectual Property Rights**

- 17.1. All Background IPR used or supplied under this Agreement in connection with the Project shall remain the property of the Party introducing the same and nothing contained in this Agreement or any licence agreement pursuant to the Project shall affect the rights of either Party in its Background IPR.
- 17.2. Subject to Clauses 13 and 18.5, the Foreground IPR shall belong to the Contractor. The Contractor hereby grants to the Authority a UK wide irrevocable, royalty-free non-exclusive licence to access and use the Foreground IPR, together with any Background IPR supplied by the Contractor for use during the Project. Following completion of the Project, the Contractor reserves the right to licence the Foreground IPR at a fair and reasonable market price. The Contractor shall upon written request by the Authority provide a non-exclusive non sub-licensable UK wide licence to any third party within the UK at a fair and reasonable market price that will be subject to the terms of a separate licence agreement between the relevant parties.

## **18. Exploitation of Foreground IP and Results**

- 18.1. The Contractor shall promptly inform the Authority of any Results which are capable of exploitation whether patentable or not.
- 18.2. The Contractor shall, as appropriate, devise, publish, implement and maintain procedures for the management of Intellectual Property in the Results and in particular, but without limitation, shall use all reasonable endeavours to ensure that:
- 18.2.1. the Results of the Project are identified, recorded and carefully distinguished from the outputs of other research;
- 18.2.2. prior to any publication of the Results of the Project, patentable inventions arising from the Results are identified, duly considered for patentability and, where it is reasonable so to do, patent applications in respect thereof are filed at the British or European Patent Office; and
- 18.2.3. all such patent applications are diligently executed having regard to all relevant circumstances.
- 18.3. The Contractor shall permit the Authority to monitor the operation and effectiveness of the Contractor's procedures for the management of Intellectual Property in such a way as the Authority considers reasonably necessary.
- 18.4. Consistent with the good management of Intellectual Property and the agreement of the Authority, the Contractor shall use its best endeavours to:
- 18.4.1. promote the dissemination of the Results of the Project; and
- 18.4.2. where reasonable and practicable, exploit commercially such Results to generate either capital or revenue or both.
- 18.5. The Contractor may exploit commercially any publications arising from the Project.

## **19. Publication**

- 19.1. The Authority's Representative must be notified and give written approval prior to any publication (whether in oral, written or other form), in particular any press announcement, of the Research, Results, Data or Additional Data or of matters arising from such Research, Results, Data or Additional Data. One draft copy of the proposed publication shall be sent to the Authority's Representative as soon as reasonably practicable before intended publication, or not less than 28 days before the date

intended for publication, whichever is earlier.

- 19.2. In the event that the Contractor fails to comply with Clause 19.1 the Authority reserves the right to terminate this Agreement by notice in writing with immediate effect.
- 19.3. Subject to the provisions of Clause 9 and notwithstanding the provisions of Clause 18 the Authority's Representative may, at any time after consultation with the Contractor, publish public summaries of the Material, Research and/or Results for any non-commercial purpose, including information about Results attained and lessons learnt on the feasibility of the explored solution approaches and the potential for future deployment of solutions. The Authority shall acting reasonably take account of the Contractor's reasonable opinion that any such summaries or publications damage its legitimate commercial interest. The timing of any such publication will be subject as far as possible to prior consultation with the Contractor.
- 19.4. Any publication resulting from work carried out under this Agreement shall acknowledge the Authority's financial support and carry a disclaimer as the Authority may require or in the absence of direction from the Authority a notice as follows:

"This report is work commissioned by [the Authority]. However, the views expressed in this publication are those of the author(s) and not necessarily those of [the Authority]".

## **20. Termination Upon Occurrence of Events**

- 20.1. Without prejudice to any other provision of this Agreement, this Agreement may be terminated by either Party giving notice in writing to the other, unless the time remaining to the end of the contract phase is less than three months, in which case the notification time shall be all remaining time to the end of the contract phase. Should the option to terminate be exercised by the Authority, it shall indemnify the Contractor from and against all and any actual loss unavoidably incurred by reason or in consequence of the termination provided that the Contractor takes all immediate and reasonable steps to minimise the loss.
- 20.2. With regard to Clause 20.1 the Authority will not pay any sum which, when taken together with any sums paid or due or becoming due to the Contractor under this Agreement, will exceed such total sums as would have been payable under this Agreement if the Contractor had fulfilled its obligations under this Agreement.
- 20.3. The Authority may at any time and from time to time by notice in writing terminate this Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination if there is a change of control (as defined by section 416 of the Income and Corporation Taxes Act 1988) in the Contractor. The Authority shall only be permitted to exercise its rights pursuant to this Clause 20.3 for 6 (six) months after any such change of control and shall not be permitted to exercise such rights where the Authority has agreed in advance in writing to the particular change of control and such change of control takes place as proposed. The Contractor shall notify the Authority within 2 (two) weeks of any change of control taking place.
- 20.4. The Authority may at any time by notice in writing terminate this Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination if:
- 20.4.1. any approvals consent or licences required under this Agreement are not given unconditionally within 6 (six) months of the commencement of the Project Period;
- 20.4.2. following the Implementation Review Meeting, the Contractor has failed, in the Authority's absolute discretion, to meet the requirements of the Project;
- 20.4.3. in accordance with Clause 2.3, 2.7, 3.2, 6.1, 8.2, 9.3, 19.2, Schedule C or Schedule E;
- 20.4.4. the Contractor is subject to an Insolvency Event;
- 20.4.5. the Contractor is in Default under this Agreement and if:
- 20.4.5.1. the Default is capable of remedy and the Contractor shall have failed to remedy

the Default within 30 (thirty) days of written notice being sent to the Contractor specifying the Default and requiring its remedy; or

20.4.5.2. the Default is not capable of remedy; and

20.4.6. where any provision of this Agreement other than as previously specified in the preceding provisions of this Clause 20 expressly entitles the Authority to terminate this Agreement.

20.5. Termination of this Agreement by the Authority under the preceding provisions of this Clause 20 shall (at the option of the Authority) terminate this Agreement with immediate effect as from the date of service of the notice of that termination or from the expiry of a period (not exceeding 6 (six) months) specified in that notice.

## **21. Consequence of Termination**

21.1. Termination of this Agreement, however caused, shall not:

21.1.1. release the Contractor from any duty or obligation of confidence which falls on it, its servants, agents, employees or former employees under this Agreement or under the general law governing confidential information;

21.1.2. prejudice or affect any rights, action or remedy which shall have accrued before termination or shall accrue thereafter to any Party;

21.1.3. affect the continuing obligations of the Parties under this Agreement.

## **22. Equipment**

22.1. The Contractor shall take all practical steps to purchase all materials and equipment at a fair and reasonable price. The Authority may inspect the original quotations and invoices issued to the Contractor for equipment purchased in connection with the Project and recover any funds provided for the purchase if the Contractor does not provide this documentation on request.

22.2. At the end of the Project Period, and after the final presentation of the Results of the Project, all equipment purchased for use on the Project with funds provided by the Authority shall become the property of the Contractor.

## **23. Warranties and Representations**

23.1. The Contractor warrants and represents that:

23.1.1. the Contractor has full capacity and authority and all necessary licences, permits and consents to enter into and perform this Agreement;

23.1.2. this Agreement is executed by a duly authorised representative of the Contractor;

23.1.3. there are no actions, suits or proceedings pending or, to the Contractor's knowledge, threatened against or affecting the Contractor before any court or administrative body or tribunal that might affect the ability of the Contractor to meet and carry out its obligations under this Agreement;

23.1.4. the Project will be carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

23.1.5. the Contractor will discharge its obligations hereunder with all due skill, care and diligence including, but not limited to, good industry practice and (without limiting the generality of the foregoing) in accordance with its own established internal procedures;

23.1.6. the provision of the Project and the Authority's use thereof shall not infringe any Intellectual Property Rights of any third party to the best of its knowledge and belief but not having made

any search or any public register.

## **24. Indemnities, Liability and Insurance**

- 24.1. Subject to Clause 24.3, the Contractor shall indemnify the Authority, their officers, servants and agents fully against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of:
- 24.1.1. any damage to property, real or personal, including any infringement of third party Intellectual Property rights whether patents, copyright, registered designs or otherwise;
  - 24.1.2. any injury to persons, including injury resulting in death caused by negligence; and
  - 24.1.3. arising out of or in the course of or in connection with the Project caused by deliberate breach except in so far as such damages or injury shall be due to any act or neglect of the Authority.
- 24.2. Nothing in this Agreement will limit or exclude either Party's liability for any fraud or for any sort of liability which, by law, cannot be limited or excluded.
- 24.3. Subject to Clause 24.2, the aggregate liability of each Party to the other Party for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project, the Data or the Results, will not exceed an amount equal to 100% of the Approved Cost.
- 24.4. The Contractor shall promptly notify the Authority if any claim or demand is made or action brought against the Contractor for infringement or alleged infringement of Intellectual Property which might affect the Project.
- 24.5. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement.
- 24.6. The Contractor shall hold employer's liability insurance in respect of staff in accordance with any legal requirement for the time being in force.
- 24.7. The Contractor shall produce to the Authority's Representative, on request, copies of all insurance policies referred to in this Clause or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 24.8. The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Agreement. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in Clause 24.5.
- 24.9. The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.
- 24.10. Neither party is liable to the other under this Agreement for any (a) any indirect damages or losses; or (b) to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect.

## **25. Assignability**

- 25.1. The Contractor shall not sub-contract, transfer or assign the whole or any part of this Agreement without the prior written consent of the Authority whose consent may be subject to such terms and conditions as the Authority may see fit to impose. 5.1. The Authority has consented to the Contractor's

appointment of the subcontractors named in the Solution.

- 25.2. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they were its own.

## **26. Severability**

- 26.1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.
- 26.2. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity.

## **27. Waiver**

The waiver by the Authority of any right or remedy in respect of any breach of any term or condition or requirement of this Agreement shall not prevent the subsequent enforcement thereof and shall not be deemed to be a waiver of any right or remedy in respect of any subsequent breach.

## **28. Corrupt Gifts or Payments**

- 28.1. The Contractor shall at all times comply with all of its obligations under the Bribery Act 2010.
- 28.2. Any breach of this Clause, by the Contractor or by anyone acting on its behalf or employed by it, whether with or without its knowledge, or the commission of any offence by the Contractor or by anyone acting for it or employed by it in relation to this Agreement or any other contract shall entitle the Authority to terminate this Agreement and recover from the Contractor the amount of any loss resulting from such a termination and/or recover from the Contractor the amount or value of such gift, consideration or commission.

## **29. Dispute Resolution**

- 29.1. Any dispute between the Parties arising out of or in connection with this Agreement (other than in relation to the payment of any money) shall in the first instance be referred to the Contractor's Representative and the Authority's Representative for resolution. The Parties agree to work together in good faith to resolve any such dispute.
- 29.2. If within 14 days of the meeting of the Contractor's Representative and the Authority's Representative the dispute has not been resolved, the Parties agree to escalate the dispute to a Director of the Contractor and the appropriate Officer of the Authority or such other person as the Authority sees fit and who shall have responsibility to settle such dispute on behalf of the Authority. The Director of the Contractor and the Officer of the Authority shall meet within 7 days of the reference to them of any dispute and shall work together in good faith to resolve the dispute.
- 29.3. If within 14 days after such meeting the dispute has not been resolved, the dispute may be referred, by either Party, to mediation. The Parties shall agree the mediator within 14 days. The fee for the appointed mediator shall be shared equally between the Parties.
- 29.4. Nothing in Clauses 29.1, 29.2 or 29.3 shall preclude either Party from commencing legal proceedings in accordance with Clause 36.
- 29.5. If the matter cannot be resolved through mediation, the Parties will, at the request of either of them, attempt in good faith to resolve the dispute through an alternative Dispute Resolution ("ADR") procedure agreed in advance between the Parties.
- 29.6. In accordance with Clause 29.5 above, the dispute may be referred to a single arbitrator to be agreed upon by the Parties or in default of agreement within 14 days to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996. The



arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 and such arbitration rules as the Parties may agree or, in default of agreement, in accordance with the Rules of the London Court of International Arbitration which Rules are deemed to be incorporated by reference into this clause.

- 29.7. The decision of the Arbitrator shall be final and binding on the Parties, although nothing in this Agreement shall prevent either Party from seeking statutory remedies under the Arbitration Act 1996.

### **30. Notices**

All notices to be given hereunder shall be in writing and may be served either personally at or by registered post to the address of the relevant Party as set out in Section 1, or at another address as it may from time to time be notified in writing to the other Party. In the case of postal service notice shall be deemed to have been given 3 working days after the day on which the notice was posted.

### **31. Relationships**

Nothing in this Agreement shall be construed as to make any Party the employee, agent, partner or legal representative of the other Party for any purpose whatsoever. No Party is granted any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party. In fulfilling obligations pursuant to this Agreement, the Contractor shall be acting as an independent contractor at arm's length from the Authority.

### **32. Freedom of Information Act 2000**

- 32.1. The Contractor acknowledges and agrees that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004. The Contractor shall provide all necessary assistance to and fully cooperate with the Authority to enable the Authority to comply with its obligations under that legislation.
- 32.2. The Contractor shall and shall procure that its sub-contractors shall:
- 32.2.1. transfer any request for Information from any third party to the Authority as soon as practicable after receipt and in any event within five working days of receiving a request for Information;
  - 32.2.2. provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five working days (or such other period as the Authority may specify) of the Authority requesting that Information;
  - 32.2.3. provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004; and
  - 32.2.4. not oppose the disclosure of this Agreement or information relating to this Agreement if the Authority in its absolute discretion determines it is necessary to do so in order to comply with its obligations, save that the Authority shall have due regard for the concerns of the Contractor and may therefore redact some parts of this Agreement as the Authority deems necessary.
- 32.3. The Authority shall be responsible for determining at its absolute discretion whether any commercially sensitive Information and/or any other Information:
- 32.3.1. is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
  - 32.3.2. is to be disclosed in response to a request for Information, and in no event shall the Contractor respond directly to a request for Information unless expressly authorised to do so by the Authority.
- 32.4. Notwithstanding the provisions of Clause 9, the Contractor acknowledges that the Authority may be obliged under the FOIA, or the Environmental Information Regulations 2004 to disclose confidential

Information:

32.4.1. without consulting with the Contractor, or

32.4.2. following consultation with the Contractor and having taken its views into account.

32.5. The Contractor shall ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure for a reasonable amount of time and shall permit the Authority to inspect such records as requested from time to time.

### **33. Unlawful Discrimination and Human Rights**

33.1. The Contractor shall comply with all of its obligations under the Equality Act 2000 ("EA") and the Human Rights Act 1998 ("HRA").

33.2. The Contractor shall notify the Authority immediately of any investigation of or proceedings against the Contractor under the EA.

33.3. The Contractor shall indemnify the Authority against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the Authority arising out of or in connection with any investigation conducted or any proceedings brought under the EA due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.

33.4. The Contractor shall (and shall use all reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the HRA in the performance of this Agreement.

33.5. The Contractor shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the HRA.

33.6. The Contractor agrees to indemnify and keep indemnified the Authority against all loss, costs, proceedings or damages whatsoever arising out of or in connection with any breach by the Contractor of its obligations under Clause 33.

### **34. Contracts (Rights of Third Parties) Act 1999**

A person who is not a Party to this Agreement shall have no right to enforce any terms of it which confer a benefit on them.

### **35. Entire agreement**

This Agreement constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

### **36. Law**

This Agreement shall be considered as a contract made in England & Wales and be construed in accordance with the Law of England & Wales. The Courts of England & Wales shall have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement.

SCHEDULE A  
VARIATION TO AGREEMENT FORM

Project Title: .....

Project Application No: .....

Agreement between: **The Secretary of State for Justice** (“the Authority”) and  
[ ] (“the Contractor”)

dated (‘the Agreement’)

Variation No: VAR001 of \_\_\_\_\_

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

- 1. The Agreement is varied as follows:
- 2. Words and expressions in this Variation shall have the meanings given to them in the Agreement.
- 3. The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: The Authority

By:	.....
Full Name:	.....
Position:	.....
Date	.....

For: The Contractor

By:	.....
Full Name:	.....
Position:	.....
Date	.....

**SCHEDULE B**  
**DATA PROCESSING**

**PART A - Processing Personal Data**

1.1 The contact details of the Authority's Data Protection Officer are: **As appointed**

(a) **[REDACTED]**

(b) **[REDACTED]**

1.2 The contact details of the Contractor's Data Protection Officer are:

**[REDACTED]**

1.3 The Contractor shall comply with any further written instructions with respect to Processing by the Authority.

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>To be clear under all situation Data and Crown Data remains under the purview of the Authority.</p> <p><b>The Authority is the Controller and the Contractor is the Processor</b></p> <p><i>The Parties acknowledge that the Authority is the Controller and the Contractor is the Processor for the purposes of the Data Protection Legislation.</i></p>
Duration of the Processing	<p><i>The duration of processing will align with the Contract dates specified above.</i></p> <p><i>All processing shall begin after the Contract Commencement Date above and all processing shall cease before the Contract Completion Date above.</i></p>
Nature and purposes of the Processing	<p>The aims of the Prison Leavers Innovation Challenge, and the broader Prison Leavers Programme (PLP) is to improve MoJ's evidence base by evaluating the effectiveness of the interventions we are testing on reducing reoffending and improving other outcomes.</p> <p>Personal data will therefore be processed in order to allow us to either:</p> <p>a) understand the impact our interventions are having on individuals and link participant data to outcomes data already held in MoJ systems and data already held in other government department systems;</p> <p>b) understand the types of individuals we are reaching with our interventions so we can inform HMT (who funds the programme), how the intervention was implemented, and who are interventions are working best for;</p>

	<p>c) understand whether the level of contact with an intervention is a predictor of positive outcomes.</p> <p>Or, d) understand the economic implications of the implemented intervention.</p> <p>The solution will undergo a further Data Protection Impact Process before engaging data subjects which may further elaborate on the above.</p>
Type of Personal Data	<ul style="list-style-type: none"> <li>• Full Name</li> <li>• Gender</li> <li>• Date of Birth</li> <li>• Ethnicity</li> <li>• Email address</li> <li>• Address including Postcode</li> <li>• Prison-National Offender Management Information System (NOMIS) ID</li> <li>• PNC Number</li> <li>• Delius Number</li> <li>• Number of Offences</li> <li>• Main Index Offence</li> <li>• Date Sentenced</li> <li>• Sentence Length</li> <li>• Actual Date of Release</li> <li>• Establishment Released From</li> <li>• Probation Office Released To</li> <li>• Local Authority</li> <li>• Date of Recall</li> <li>• Reason for Recall</li> </ul>
Categories of Data Subject	
Plan for return and destruction of the data once the Processing is complete.UNLESS requirement under Union or Member State law to preserve that type of data	<p>Any Personal Data stored on Contractor systems in relation to this engagement shall be deleted by the Contractor at the latest by the Contract Completion Date above or, if the Contract is terminated earlier, the date of early termination.</p>



Prj\_8057 - Prison Leavers Innovation Challenge (PLIC)

**PART B – Template Data Sharing Agreement**

template to be inserted

**SCHEDULE C**

**AUTHORITY SUPPORTING INFORMATION**

Including Operational delivery information, processes and templates

**SUPPLIER GUIDENCE DOCUMENT**

[REDACTED]

**EXEMPLAR PROJECT PLAN (Guidance only)**

[REDACTED]

## SCHEDULE D

### CONTRACTOR'S SOLUTION

Including Operational delivery information, processes and templates

#### Process

The digital tool will be developed through a cyclical process of discovery, design and testing. The Contractor will use Scrum as the framework, using Agile to deliver the solution through a series of Sprints. Key stages in each Sprint will include:

- Discovery - Agree key priorities for next sprint
- Planning - Task prioritisation, time estimation and agree sprint plan
- Design + Build - Delivery of the tasks to achieve the sprint goals
- Test + Review - Quality Assurance, User Testing, Deployment

#### Deliverables

In order to build the solution in a user-centred way, the exact deliverables will evolve over the course of the Implementation phase. As a minimum the Contractor will deliver:

Delivery of a digital learning tool to include the following functional deliverables:

- Web application which can be accessed across all major devices and browsers (Chrome, Firefox, Edge, Safari)
- User registration and log-in functionality
- Role access based on user type - Learner, Coach, Facilitator, Referer
- Learner minimum deliverables:
  - Access and complete the education curriculum provided
  - Ability to track progress
  - Carry out self-learning or learning with a coach
- Coach minimum deliverables:
  - Monitor progress of their learners
  - Deliver in-person coaching
  - Provide reports/feedback to the facilitator
- Facilitator minimum deliverables:
  - Set up learners and coaches
  - Monitor progress of learners and coaches
  - Provide reports to relevant stakeholders
- Referrer minimum deliverables:
  - Refer a prison leaver to the programme
  - Receive updates on progress
- Further priority deliverables identified through ongoing user research
- Collection of required data points for the independent evaluation

The Contractor will also deliver the following non-functional deliverables:

- Documented user research to validate the key functionality of the tool
- Product Roadmap with prioritised issues, updated throughout, to inform the functional deliverables of the digital tool

#### Programme set up

- Agree final programme set up with Kent, Surrey & Sussex Probation senior team
- Recruitment of coaches
- Training of coaches
- Awareness raising with referees (Probation staff)
- Distribution of learning materials
- Distribution and set up of monitoring and evaluation systems and processes



## Prj\_8057 - Prison Leavers Innovation Challenge (PLIC)

### Steady-state programme delivery

- Delivery of coaching sessions
- Ongoing support for coaches on programme delivery, from Shannon Trust
- Ongoing feedback from coaches and learners
- Ongoing monitoring and evaluation of the programme - data collection

## **SCHEDULE E**

### **MoJ Modern Security Schedule**

#### **1. DEFINITIONS**

In this Schedule, the following definitions shall apply:

**“Application programming interface (API)”** In general terms, it is a set of clearly defined methods of communication among various components.

**“Authority Data”** means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
  - (i) supplied to the Contractor by or on behalf of the Authority; and/or
  - (ii) which the Contractor is required to generate, Process, store or transmit pursuant to this Agreement; or
- (b) any Personal Data for which the Authority is the Data Controller.

**“Authority Materials”** The Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Contractor, the IPRs in which:

- (a) are owned or used by or on behalf of the Authority; and
- (b) are or may be used in connection with the provision or receipt of the Services.

**“Data Destruction”** Data destruction is the process of erasing or otherwise destroying data or information whether in physical form (such as printed paper) or stored on virtual/electronic or physical mediums such as, but not limited to, tapes and hard disks; the purpose is to render data completely irretrievable and inaccessible, and therefore void.

**“Good Industry Practice”** At any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable laws.

**“Incident Report”** A formal document outlining a series of events and/or statements in relation to a Security Incident. The document includes, but is not limited to, coverage of the timeline of the incident, commencing with initial awareness, and concluding at the later of remediation or incident closure; contact details for all actors, stakeholders, and interested parties (including police and police reference

numbers, etc.); any geographic details (location of affected devices, etc.); a list of all losses or exposures (data files lost or compromised, etc.); a detailed account of all remedial activity taken; a detailed account of planned remedial activity, with an associated timeline; an assessment of the root cause or causes; an assessment of incident severity; an assessment of consequences; and any other supporting documentation and technical evidence not already addressed.

“National Cyber Security Centre (NCSC)” The [NCSC](#) is the UK’s authority on cyber security.

“Processing / Process” Any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Security Incident” A deliberate, accidental or inadvertent breach of a system’s security policy, resulting in an effect on its integrity or availability; or an unauthorised access or attempted access to a system.

“Sub-Processors” Any third Party appointed to Process Personal Data, on behalf of the Contractor, in relation to this Agreement.

## 2. PURPOSE

2.1. This Schedule conveys the spirit and principles of the minimum information security requirements required of the Contractor by the Authority while the Contractor, its Sub-contractors, Sub-Processors and supply-chain are in possession of, or maintains access to, Authority Data, information or systems.

2.2. Due to the constant nature of evolving informational risk threats, these requirements convey principles in lieu of an exhaustive and complete description of all possible definable requirements. The Contractor is required to create and maintain a proportional and holistic approach to information security in order to appropriately safeguard Authority Materials, including Contractor generated data or information, in relation to the fulfilment of this Agreement.

2.3. Due to the constant nature of evolving information risk and associated standards and guidance, a non-exhaustive list correct at the time of creation is included within the Appendix to this Schedule. The Contractor must review and comply with these policies throughout its provision of the Services throughout the Project Period.

**2.4. The Contractor must continuously review and improve its approach to information security to ensure any associated controls or defences are appropriate, modern, current and proportional, in order to adequately protect and assure data or information security at any point in time.**

**2.5. The Contractor must take all reasonable measures to ensure it (and any Sub-contractors and Sub-Processors) creates and maintains an adequate information security posture, fully compliant with this Schedule.**

### **3. GOVERNANCE**

**3.1. The Contractor shall create as required prior to the Processing of Authority Data, and thereafter maintain, an adequate and robust information security governance regime.**

**3.2. Within twenty (20) working days after the Commencement Date, the Contractor shall prepare and submit to the Authority for approval, in accordance with Paragraph 3.5.8, a fully developed, complete and up-to-date plan for the management of information security ("Information Security Management Plan") which shall comply with the requirements of Paragraph 3.5 and ISO/IEC 27001 certification (and any agreed equivalent replacement certification) recognised by the British Standards Institution.**

**3.3. The Parties acknowledge that the purpose of the Information Security Management Plan is to ensure a mature, modern and holistic organisational approach to security under which the specific requirements of this Agreement will be met.**

**3.4. The Information Security Management Plan shall:**

**3.4.1. comply with the ISO/IEC 27001 and ISO/IEC 27002 certifications (or any agreed equivalent replacement certifications) recognised by the British Standards Institution;**

**3.4.2. identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Contractor;**

**3.4.3. detail the process for managing any security risks from Sub-contractors and third parties authorised by the Authority with access to the Services, processes associated with the delivery of the Services, the Authority's premises, the Contractor System, the Authority IT System (to extent that it is under the control of**

the Contractor) and any technology (IT), information and data (including the Authority's Confidential Information and the Authority Data) and any system that could directly or indirectly have an impact on that information, data and/or the Services;

- 3.4.4. unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Authority's premises, the Sites, the Contractor System, the Authority IT System (to the extent that it is under the control of the Contractor) and any IT, Information and data (including the Authority Confidential Information and the Authority Data) to the extent used by the Authority or the Contractor in connection with this Agreement or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- 3.4.5. set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Schedule;
- 3.4.6. demonstrate that the Contractor Solution has minimised the Authority and Contractor effort required to comply with this Schedule through consideration of available, appropriate and practicable commodity services (for example, the use of commodity 'platform as a service' offerings from the UK HMG Crown Commercial Services G-Cloud catalogue);
- 3.4.7. be structured in accordance with ISO/IEC 27001 and ISO/IEC 27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 3.4.8. be written in plain Language which is readily comprehensible to the staff of the Contractor and the Authority engaged in the Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

3.5. If the Information Security Management Plan submitted to the Authority pursuant to Paragraph 3.2 is approved by the Authority, it shall be adopted by the Contractor immediately and thereafter operated and maintained in accordance with this Schedule.

3.6. If the Information Security Management Plan is not approved by the Authority, the

Contractor shall amend it within 10 (ten) working days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 (fifteen) working days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Authority pursuant to this Paragraph 3.6 may be unreasonably withheld or delayed. However any failure to approve the Information Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 3.5 shall be deemed to be reasonable.

**3.7. Approval by the Authority of the Information Security Management Plan pursuant to Paragraph 3.6 or of any change or amendment to the Information Security Management Plan shall not relieve the Contractor of its obligations under this Schedule.**

**3.8. The Information Security Management Plan and ISO/IEC 27001 certification (and any agreed equivalent replacement certification) must have an adequate scope to encompass all possible methods, locations and personnel that may be utilised in the Processing of Authority Materials.**

**3.9. The Information Security Management Plan scope must include applicable Authority security policies including, but not limited to: malware policies, software patching policies and password standards.**

**3.10. The Information Security Management Plan and ISO/IEC 27001 certification (and any agreed equivalent replacement certification) must be evidenced to the Authority on demand, including but not limited to, statements of scope and applicability, risk management plans and documentation and any other related artefacts.**

**3.11. The Contractor shall ensure there is always a named person and/or role from the Contractor, who is accountable for the Contractor's information risk and security management and the Contractor shall notify the Authority of this person from time to time.**

**3.12. The Authority retains rights to audit (in accordance with the provisions of this Agreement) the Contractor's information security posture at any time and the Contractor will provide relevant certifications, information, data and artefacts applicable to the same on demand, including but not limited to, physical access for the purposes of audit to locations used to Process Authority data subject to scheduling and adequate notice periods being provided by the Authority to the Contractor.**

**3.13. Security must be embedded in all service management processes and tools, including but**

**not limited to, change management, incident management, and other service management artefacts as described within ISO/IEC 20000 (and any agreed equivalent replacement certification).**

**3.14. The Contractor's organisation, including but not limited to, its systems and personnel used or involved in the fulfilment this Agreement, must adhere to all applicable laws or regulations, including but not limited to, the Official Secrets Act (1989) and Data Protection Legislation and comply with the relevant provisions of this Agreement.**

**3.15. The Contractor's systems must notify all users to read and accept the terms and conditions of that system, upon system registration, authentication or re-validation.**

**3.16. The Information Security Management Plan shall be fully reviewed and updated by the Contractor at least annually to reflect:**

**3.16.1. emerging changes in Good Industry Practice;**

**3.16.2. any change or proposed change to the IT environment, the Services and/or associated processes;**

**3.16.3. any new perceived or changed security threats; and**

**3.16.4. any reasonable change in requirement requested by the Authority.**

**3.17. The Contractor shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Information Security Management Plan at no additional cost to the Authority.**

**3.18. Subject to Paragraph 3.19, any change which the Contractor proposes to make to the Information Security Management Plan (as a result of a review carried out pursuant to Paragraph 3.16, an Authority request or otherwise) shall be as a Variation and shall not be implemented until approved in writing by the Authority.**

#### **4. ASSURANCE**

**4.1. The Contractor shall comply with the UK Government Security Classifications Policy in order to recognise government classification and handling markings and ensure the appropriate level of information security and information management required by the same.**

**4.2. The Contractor shall ensure that any technology developed or utilised for fulfilment of this Agreement, will be developed, reviewed and where appropriate proportionally remediated, in line with Good Industry Practice including professional certified independent technical security testing (such as Green Light CHECK Scheme) or as approved by the Authority against application source code and associated underlying infrastructure, and where possible utilise and align with the Open Standards for Government.**

**4.3. Professional certified independent technical security testing must include, but not be limited to, the Open Web Application Security Project (OWASP) 'Top 10'.**

**4.4. The Contractor may not utilise Authority Materials or Authority IT Systems for purposes other than those permitted by this Agreement and take all proportional measures to ensure the same.**

**4.5. The Contractor must not store or Process any Authority Materials outside of the United Kingdom without the prior written consent of the Authority.**

## **5. ACCESS, AUTHORISATION, AUTHENTICATION AND AUDIT**

**5.1. The Contractor Systems, including those controlling access to physical locations, must have auditable authorisation, authentication and access control based on least privilege, and aligned appropriately to the business and individual user requirements.**

**5.2. The Contractor's systems must ensure logical separation between purposes and zones of trust, for example, establishing and enforcing logical delineation between the Contractor's Systems involved in the delivery of the Services and development environments used to iterate and improve the Contractor's systems involved in the delivery of the Services. Such separation must include, but not be limited to, the unique credentials and the prohibition of the use of Authority Materials for non-service fulfilment (for example, testing) purposes unless authorised in advance by the Authority in writing.**

**5.3. The Contractor's access to the Authority IT Systems must be limited to only systems, services and Contractor's Staff directly required for the performance of the Services in**



**accordance with the terms of this Agreement.**

**5.4. Where Contractor access to Authority IT Systems uses or depends upon API credentials (such as providing a token or other credential for use during authentication, authorisations, or access control to an API endpoint), Contractor shall use industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed and during storage.**

## **6. RISK ASSESSMENT & MANAGEMENT**

**6.1. The Contractor must undertake risk assessment(s) of any component, including but not limited to systems, services, personnel, physical locations and supply chain (including all Sub-contractors and Sub-Processors), utilised or otherwise involved in the provision of the Services.**

**6.2. Holistic risk assessment(s) must support the Contractor's information security management system implementing the Information Security Management Plan ("Information Security Management System") and proactively recommend appropriate additional controls to be proportionally implemented to continuously refresh and improve the Contractor's information security regime.**

**6.3. The Contractor must disclose risk assessment findings on request to the Authority.**

## **7. AWARENESS & TRAINING**

**7.1. Contractor's Staff must be provided with adequate and relevant security-related education, training and awareness and include, but not be limited to, technical, physical and procedural security.**

**7.2. Education, training and awareness courses or certifications must be completed by all Contractor's Staff utilised in the direct or indirect performance of the Services at least once in every contracted year.**

**7.3. In particular, awareness and training materials must include and address items found or highlighted in the risk assessments prepared in accordance with paragraph 6 carried out with regard to the Contractor's provision of Services to the Authority.**

## **8. PERSONNEL SECURITY**

**8.1. The Contractor warrants that all Contractor's Staff are assured to the UK Government Baseline Personnel Security Standard (BPSS) prior to the ability to directly, or indirectly, access or influence Authority IT Systems or Authority Materials.**

**8.2. Additional clearances or vetting of Contractor's Staff may be required and will be determined and notified by the Authority on a case-by-case basis from time-to-time.**

**8.3. The cost of additional clearances or vetting of Contractor's Staff is the responsibility of the Contractor and the sponsorship for the same is the responsibility of the Authority.**

## **9. TECHNICAL SECURITY**

**9.1. The Contractor warrants that all Contractor's systems or Authority IT Systems utilised directly, or indirectly in the performance of the Services are configured and maintained in accordance with corresponding vendor best practices or as superseded by Good Industry Practice, including but not limited to vulnerability and patch management through an aggressive and timely patching regime and security-related change control to avoid regression or introduction of negative security changes.**

**9.2. The Contractor must continuously review technical security measures to ensure any appropriate, applicable and proportional changes are applied in response to, and in accordance with, changes to government and industry guidance.**

**9.3. Technical Security Standards, policies and guidance should align to UK National Cyber Security Centre (NCSC) publications and guidance wherever possible. The Authority reserves the right to request information on, and audit, the same.**

**9.4. The Contractor must ensure technical solutions and services adopt and fully comply with modern connectivity and cryptographic standards after applicable guidance and standards have been updated, including but not limited to, implementing iterations to in-transit encryption such as Transport Layer Security (TLS) and Internet Protocol Security (IPSec) and at-rest encryption.**

## **10. OPERATIONAL SECURITY & INCIDENT MANAGEMENT**

**10.1. The Contractor must create and maintain a robust operational security posture to ensure the proactive defences from threats to Authority Materials including but not limited to, awareness, detection, prevention, response and remediation processes/controls to effectively manage and remediate information security related events or incidents.**

**10.2. The Contractor must conduct continuous vulnerability, security, penetration testing. The findings are used to produce, and implement, security improvement plans to address fully any issues raised by the same.**

**10.3. Information security related monitoring must be carried out in line with modern best practices and as required by both risk assessment findings and the Contractor's Information Security Management System.**

**10.4. The Contractor must create and maintain adequate forensic readiness capability to facilitate independent review(s) of information security events or incidents. Such readiness must include, but not be limited to, granular access control data, technical network traffic data and a detailed timeline of system or user events per security event or incident.**

**10.5. The Contractor must inform the Authority if there is reasonable suspicion and/or confirmation of a negative security event or data breach that directly or indirectly Processes Authority Material or Authority IT Systems, within 24 (twenty-four) hours of awareness.**

**10.6. The Contractor must provide the Authority with an Incident Report following remediation to any Security Incident demonstrating timescales of events from detection through to recovery.**

## **11. DATA DESTRUCTION**

**11.1. The Authority requires the Contractor to ensure that Data Destruction has been adequately completed at the natural end and/or termination of contract and/or end of the Project Period.**

**11.2. The Contractor shall take all reasonable commercial measures to ensure Data Destruction is an irrevocable action to prevent the reconstitution of data from any individual or aggregate source, including archives, backups or 'cloud' storage through:**

- 11.2.1. the revocation or otherwise destruction of decryption keys and/or decryption mechanisms in order to render data inaccessible or otherwise void through the use of modern cryptography and/or;**

**11.2.2. data overwriting methods consisting of at least 3 (three) complete overwrite passes of random data and/or;**

**11.2.3. paper cross-shredding methods to satisfy at least the DIN 66399 Level 4 standard with a maximum cross cut particle surface area 160 (one hundred and sixty) millimetres squared with a maximum strip width of 6 (six) millimetres; and/or**

**11.2.4. alignment with methods described in the Appendix to this Schedule.**

**11.3. The Contractor shall notify the Authority when data destruction has taken place, including the final date by which such destruction shall be complete in the case of scheduled data destruction or natural data management lifecycles such as through automated backup or disaster recovery systems.**

**11.4. Where data cannot be immediately destroyed, access control methods must be put in place to limit completely any ability for data Retrieval or Processing until data destruction is completed.**

**11.5. The Contractor shall provide evidence of data destruction on request from the Authority, including but not limited to, copies of third-party data destruction certificates, copies of internal policy and process documents in relation to data management and data destruction.**

**11.6. The Contractor shall notify the Authority within 24 (twenty-four) hours of identification of unsuccessful or incomplete data destruction.**

## **12. BUSINESS CONTINUITY**

**12.1. Where applicable, the Contractor shall appropriately backup and/or archive Authority Data and any data arising from the Services at least once every 24 (twenty-four) hours.**

**12.2. The Contractor shall ensure that any data backup or archiving locations meet the information security requirements of the original data source, system or service.**

**12.3. The Contractor shall ensure that the backup systems and resulting backup data copies are**

**adequately resistant from tamper, corruption or otherwise negative influence, such as (but not limited to) virulent malware manipulating both source and backup data copies in the same event.**

**12.4. The Contractor shall, not less than quarterly, test and assure that backup and archival systems are viable, including but not limited to, a data and system restoration test to validate that restoration of the backup and archival systems are fully functional as designed and required by the Contractor's business continuity policies and plans.**

### **13. CYBER ESSENTIALS CERTIFICATION REQUIRED**

**13.1. The Authority requires that the Contractor provide a copy of its Cyber Essentials Certificate prior to the execution of this Agreement. Where the Contractor fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under this Agreement until such time as the Contractor has evidenced to the Authority its compliance with this Paragraph 13.1.**

**13.2. Where the Contractor continues to process Data, Additional Data or Results during the Project Period the Contractor shall deliver to the Authority evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Contractor under Paragraph 13.1.**

**13.3. Where the Contractor is due to process Data, Additional Data or Results after the Commencement Date but before the end of the Project Period of the Contract, the Contractor shall deliver to the Authority evidence of:**

**13.3.1. a valid and current Cyber Essentials Certificate before the Contractor processes any such Data, Additional Data or Results; and**

**13.3.2. renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Certificate obtained by the Contractor under Paragraph 13.1; and**

**13.3.3. at the Authority's request further to clause 3.3.12, obtain and maintain a Cyber Essentials Plus Certificate.**

**13.4. In the event that the Contractor fails to comply with Paragraphs 13.2 or 13.3 (as applicable), the Authority reserves the right to terminate this Agreement for Default.**

**13.5. The Contractor shall ensure that all Sub-Contracts with subcontractors who process Data contain provisions no less onerous on the subcontractors than those imposed on the Contractor under this Agreement in respect of the Cyber Essentials Scheme under Paragraph 13.1 of this Schedule.**

#### 14. CONSEQUENCES OF TERMINATION

14.1. This Schedule shall survive termination or expiry of this Agreement.

#### APPENDIX

##### INFORMATION SECURITY AND ASSURANCE

The list below is a non-exhaustive list of standards and guidance location(s) the Contractor is required to review and appropriately consider and integrate into their Services.

This list is supplementary to, or may be superseded by, other published commercial best practices/guidances, National Cyber Security Centre (NCSC) guidance or Authority guidance/instructions.

This list is correct at the time of issue and may be revised from time to time.

Guidance & Policies	Location
Ministry of Justice Data Sharing Principles	<a href="#">link</a>
Ministry of Justice Security Guidance	<a href="#">link</a>
APIs and System Integration Standard	<a href="#">link</a>

<b>Email security Standard</b>	<a href="#">link</a>
<b>Digital Service Standard</b>	<a href="#">link</a>
<b>Open Standards for Government</b>	<a href="#">link</a>
<b>UK HMG Technology Code of Practice</b>	<a href="#">link</a>
<b>Minimum Cyber Security Standard</b>	<a href="#">link</a>
<b>ISO/IEC 20000</b>	<a href="#">link</a>
<b>ISO/IEC 27001</b>	<a href="#">link</a>
<b>ISO/IEC 27002</b>	<a href="#">link</a>
<b>Cyber Essentials Plus</b>	<a href="#">link</a>
<b>National Cyber Security Centre (guidance)</b>	<a href="#">link</a>
<b>National Cyber Security Centre (risk management)</b>	<a href="#">link</a>
<b>National Cyber Security Centre (CHECK scheme)</b>	<a href="#">link</a>
<b>National Cyber Security Centre (end-user device reset procedures)</b>	<a href="#">link</a>
<b>National Cyber Security Centre (secure sanitisation of storage media)</b>	<a href="#">link</a>

National Cyber Security Centre (Cloud Security Principle 2: Asset Protection and Resilience - Data Destruction)	<a href="#">link</a>
Payment Card Industry Data Security Standard (Data Destruction)	<a href="#">link</a>
Government Security Classifications	<a href="#">link</a>
Security Policy Framework	<a href="#">link</a>