



CONTRACT

between

**Yorkshire and the Humber - Probation
Service**

and

Offploy C.I.C.

for

Intensive Employability Workshops





THIS CONTRACT is made on

BETWEEN:

THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ acting through HIS MAJESTY’S PRISON AND PROBATION SERVICE an executive agency, sponsored by the Ministry of Justice, (“HMPPS”); and the PROBATION SERVICE (“PS”) (collectively, the “**Authority**” and/or “**Buyer**”); and

Offploy C.I.C. (registered in England under number 10204780), whose registered office is at 10-12 Parade Street, Leeds LS21 2BH (the “**Supplier**”),

each a **Party** and together the **Parties**.

BACKGROUND:

The Authority wishes to appoint the Supplier to provide certain services (“Services”) in relation to rehabilitation of offenders on the terms set out in this Contract to deliver the following high-level strategic objectives:

- (a) To enhance the employability and skills of offender.

1. Definitions used in the Contract

1.1 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

<p>“Central Government Body”</p>	<p>means a body listed in one of the following subcategories of the Central Government classification of the Public sector Classification Guide, as published and amended from time to time by the office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
<p>“Charges”</p>	<p>means the charges for the Services as specified at clause 5A.</p>
<p>“Commencement Date”</p>	<p>means the date upon which the Supplier begins to deliver the Services.</p>
<p>"Confidential Information"</p>	<p>means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which</p> <ul style="list-style-type: none"> (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
<p>"Controller"</p>	<p>has the meaning given to it in the UKGDPR;</p>



" Buyer Cause "	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
" Data Protection Legislation "	(i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018;
" Data Protection Impact Assessment "	an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018;
" Data Protection Officer "	has the meaning given to it in the UKGDPR;
" Data Subject "	has the meaning given to it in the UKGDPR;
" Data Loss Event "	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
" Data Subject Request "	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data;
" DPA 2018 "	Data Protection Act 2018;
" Existing IPR "	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
" Expiry Date "	means the date for expiry of the Contract as set out in clause 3.1 of the Contract;
" FOIA "	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
" Force Majeure "/ " Force Majeure Event "	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take



	reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	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, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Joint Controllers"	takes the meaning given in Article 26 of the UKGDPR;
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UKGDPR;
"Personal Data Breach"	has the meaning given to it in the UKGDPR;
"Processor"	has the meaning given to it in the UKGDPR;
"Protective Measures"	appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Contract, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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



	such measures adopted by it including those outlined in Schedule 4 (Buyer Information Assurance, Cyber Security and Vetting requirement);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	means the specification for the Services to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in Schedule 1;
"Staff"	means all directors, officers, employees, agents, consultants, volunteers and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Term"	means the period from the commencement of the Contract to the Expiry Date as such period may be extended in accordance with clause 3.2 or terminated in accordance with the terms and conditions of the Contract;
"UKGDPR"	the UK General Data Protection Regulation;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurementpolicynote-0815-tax-arrangements-of-appointees) applies in respect of the Services;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In this Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa;
- (b) reference to a numbered clause is a reference to the whole of that clause unless stated otherwise;



- (c) references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central government body;
- (d) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (e) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (f) the Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the Schedules;
- (g) a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time;
- (h) references to re-enactment of any statute or statutory provision (including any subordinate legislation) include references to the preservation, continuation of effect, conversion or incorporation of any of them into the law of England and Wales, Scotland and Northern Ireland, whether by the European Union (Withdrawal) Act 2018 or any other legislation relating to the withdrawal of the United Kingdom from the European Union; and
- (i) references to the Contract are references to the Contract as amended from time to time.

2. The Services

- 2.1 In consideration of the Supplier’s performance of its obligations under the Contract and delivery of the Services in accordance with the Specification, the Buyer shall pay the Supplier the Charges.
- 2.2 The work under this Contract shall be conducted in a spirit of cooperation in order to achieve the shared aim of reducing reoffending and delivering public services effectively and efficiently. Both Parties agree to act in good faith to support the objectives and principles of this Contract.

3. Term

- 3.1 The Supplier shall deliver the Services outlined in the Specification at Schedule 1 for the period commencing on 1st December 2024 (the “Commencement Date”) which shall end on 31st March 2025 (the “Expiry Date”).

4. Change

- 4.1 This Contract may not be amended or varied other than in accordance with this clause 4.
- 4.2 Either Party may from time to time during the term of this Contract, by written notice to the other Party, request a Variation. A Variation Notice must set out in as much detail as is reasonably practicable the proposed Variation(s).



4.3 If a Variation Notice is issued, the Buyer and the Supplier must enter into good faith negotiations for a period of not more than 30 Business Days from the date of that notice (unless such period is extended by the Parties in writing) with a view to reaching agreement on the proposed Variation, including on any adjustment to the Charges that, in all the circumstances, properly and fairly reflects the nature and extent of the proposed Variation. If the Parties are unable to agree a proposed Variation within such time period (or extended time period), the proposed Variation shall be deemed withdrawn and the Parties shall continue to perform their obligations under this Contract.

4.4 No Variation to this Contract will be valid or of any effect unless agreed in writing. All agreed Variations shall form an addendum to this Contract.

5. Service Delivery

5.1 The Supplier shall deliver the Services to the Buyer in accordance with the Specification, to a professional standard, using reasonable skill and care, in accordance with Good Industry Practice and using its own policies and processes for internal quality control, in compliance with all applicable law (see clause 7).

5.2 The Supplier shall promptly inform the Buyer if the Services cannot be delivered at any time during the Term.

5.3 If the Supplier fails to provide any of the Services, or is unable to provide them on time, it must immediately:

- (a) inform the Buyer in writing and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

5.4 The Buyer will provide the Supplier with reasonable access to its premises at reasonable times if so required, for the purpose of supplying the Services upon reasonable notice to the Buyer and on condition that as long as a list of supplier Staff requiring such access is provided to the Buyer at least 3 Working Days in advance and the Supplier complies with the Buyer's Health and Safety Policy as communicated to the Supplier as and/or when necessary.

5.5 The Supplier must, at its own risk and expense, provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned in good working condition or equivalent to the Buyer on expiry or termination of the Contract.

5.6 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than reasonable fair wear and tear.

5A Pricing and Payment (Charges)



- 5A.1 In exchange for the Services the Supplier shall be entitled to invoice the Buyer for the Charges as outlined below:

Invoice Number	Date to be invoiced	Payment Amount
1	REDACTED	£ 10,000.00
TOTAL		£ 10,000.00

- 5A.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice;
- (b) include all costs connected with the supply of Services.

- 5A.3 All invoices must be sent, quoting a valid purchase order number (PO Number), to: REDACTED

The Supplier must send an invoice to the Buyer within 10 Working Days of the month end the Charges apply to.

- 5A.4 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the purchase order number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Services which have been delivered in accordance with the Specification (if any).

- 5A.5 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account (which is to be duly notified to the Buyer upon contract award).

- 5A.6 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Services unless, in accordance with clause 10.4, the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 17.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 16.

- 5A.7 The Buyer may retain or set off payment of any amount owed to it by the Supplier if notice and reasons are provided.

- 5A.8 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier and Indemnities

- 6.1 If the Supplier fails to comply with the Contract as a result of a Buyer Cause:

- 6.1.1 the Buyer cannot terminate the Contract under clause 10;



- 6.1.2 the Supplier is entitled to the payment of its reasonable and proven additional expenses, and to relief from liability under this Contract;
 - 6.1.3 the Supplier is entitled to such reasonable additional time needed to deliver the Services;
 - 6.1.4 the Supplier cannot suspend the ongoing supply of the Services.
- 6.2 Clause 6.1 only applies if:
- 6.2.1 the Supplier gives notice to the Buyer within 10 Working Days of becoming aware of any Buyer Cause;
 - 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
 - 6.2.3 makes best endeavours to mitigate the impact of the Buyer Cause.
- 7. Compliance with Laws and Insurance**
- 7.1 The Supplier agrees to comply with all laws regulating the way it operates, its work practices, the work it carries out and the Staff it engages.
- 7.2 The Supplier must, in connection with provision of the Services, use reasonable endeavours:
- (a) to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
 - (b) to support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
 - (c) not to use or allow its subcontractors to use modern slavery, child labour or inhumane treatment;
 - (d) to meet the applicable Government Buying Standards applicable to Services which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 7.3 The Supplier will have an Equal Opportunities Policy and where the Services involves work with vulnerable adults, children, young people or other vulnerable groups, a Safeguarding Children Policy and or Safeguarding Vulnerable Adults Policy shall be in place to promote good practice and ensure risks to vulnerable people are assessed and mitigated appropriately.
- 7.4 The Supplier will comply with the HMPPS vetting requirements as outlined in Schedule 4 and obtain all approvals and licences and any profile checks, including but not limited to Disclosure and Barring Service (“DBS”) checks, to the extent required by law or otherwise required by the Buyer. In any case the



Supplier shall carry out a DBS check at a level appropriate to the role undertaken by the subject of the check on all staff engaged in a Regulated Activity (as defined in the Safeguarding Vulnerable Groups Act 2006) or otherwise where DBS advice or guidance or a risk assessment shows such a check is desirable or necessary provided always that the law permits such a check to be carried out.

- 7.5 The Supplier shall comply with the Equality Act 2010 and shall not treat one individual or group of people less favourably than others because of age, disability, gender reassignment, marriage and civil partnership, race religion and belief, pregnancy and maternity, sex and sexual orientation and, further shall seek to promote equality among its employees and generally.
- 7.6 The Supplier shall maintain and procure proper insurance policies relevant to its activities including any assets provided by the Buyer and shall when requested, provide evidence of such insurance to the Buyer.

8. Confidentiality and IPR

- 8.1 Each Party agrees to not disclose, use or exploit any information that could reasonably be considered as the disclosing Party's Confidential Information and shall not disclose any Confidential Information belonging to the other Party without the other Party's prior written consent, except to such extent as may be necessary for the performance of the Party's obligations under this Contract or required by law. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.
- 8.2 The Supplier may disclose the Buyer's Confidential Information only to Staff who are directly involved in providing the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality. If required by the Buyer, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Buyer.
- 8.3 Nothing in clause 8.1 prevents the Buyer disclosing any Confidential Information obtained from the Supplier:
- (a) for the purpose of the examination and certification of the Buyer's accounts;
 - (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
 - (c) to Parliament and Parliamentary committees;
 - (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all Government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other Government departments or other Contracting Authorities on the basis that the information is confidential and



is not to be disclosed to a third party which is not part of any Government department or any Contracting Authority; or
(e) to any consultant, contractor or other person engaged by the Buyer

provided that in disclosing information under clauses 8.3 (d) and (e) the Buyer discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

8.4 Each Party shall retain ownership of their Existing IPR (existing intellectual property rights). The Supplier will grant to the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, as needed, for any Existing IPR required to receive or benefit from the Services under this Contract. Any New IPR created by the Supplier by virtue of this Contract is owned by the Buyer who shall grant the Supplier a perpetual, royalty-free, non-exclusive licence to use said New IPR.

9. Monitoring Review and Completion Report

9.1 The Parties will each appoint a single point of contact to act on all matters in relation to the Contract and the Services. For the purposes of this Contract the contact details are given in Schedule 3.

9.2 The Supplier is to comply with the management information requirements outlined in the Specification at Schedule 1 (if any). The Parties will meet at regular intervals to discuss performance and service delivery and the Supplier is to submit any other evidence that the Buyer may reasonably request from time to time.

10. Termination

10.1 The Buyer may terminate this Contract with immediate effect where the Supplier has:

- (a) offered, given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or agreeing not to do or for having done or having agreed not to do any act in relation to this Contract; or
- (b) committed any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010;
- (c) given any fee or reward the receipt of which is an offence under Section 117(2) and (3) of the Local Government Act 1972;
- (d) insolvency proceedings brought against them;
- (e) been found to be in material breach of any other term of this Contract; or
- (f) committed any criminal offence referred to in the Public Contracts Regulations 2015, regulations 57(1) and 57(2).

10.2 The Buyer has the right to terminate this Contract at any time without reason or liability before the Expiry Date by giving the Supplier not less than 30 days' written notice and in such a case clause 10.3(b) to 10.3(g) applies.



10.3 Where the Buyer terminates the Contract under clause 10.1 all of the following apply:

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Services for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) the accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract; the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (f) the following clauses survive the termination of the Contract: 6 [Buyer's obligations to supplier], 8 [Confidentiality and IPR], 10 [Termination], 11 [Data Protection], 12 [Freedom of Information], 16 [Dispute Resolution], 21 [Entire Agreement], 24 [Invalidity/Severability], 26 [Law and Jurisdiction] and any clauses which are expressly or by implication intended to continue.

10.4 Termination by the Supplier

- (a) The Supplier can issue a reminder notice in writing sent to the Buyer's Nominated Single Point of Contact named in Schedule 3 if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 10.4(a):
 - i. the Buyer must promptly pay all outstanding charges incurred to the Supplier;
 - ii. the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - iii. clauses 10.3(d) to 10.3(f) apply.

10.5 Indemnities

- (a) Neither Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) shall be more than 125% of the Charges paid or payable to the Supplier.
- (b) Neither Party shall be liable to the other for:
 - i. any indirect losses;
 - ii. loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).



- (c) Notwithstanding clause 10.5(a) neither Party limits or excludes any of the following:
- i. its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - ii. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - iii. any liability that cannot be excluded or limited by law.
 - iv. wilful misconduct of the Supplier, any of its subcontractor and/or supplier Staff that impacts the Contract;
 - v. non-payment by the Supplier of any tax or National Insurance.
 - vi. any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services (an "IPR Claim"). In this case, the Supplier shall indemnify the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
 - vii. any and all Losses incurred by the Buyer if the Supplier breaches clause 11 and any Data Protection Legislation; in which case the Supplier shall indemnify the Buyer in full and without limit.
- (d) Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- (e) If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

11. Data Protection

- 11.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 2 (Data Processing) by the Buyer and may not be determined by the Supplier. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UKGDPR.
- 11.2 The Supplier shall notify the Buyer immediately if it considers that any of the Buyer's instructions infringe Data Protection Legislation.
- 11.3 The Supplier shall, at its own cost, provide all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Buyer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;



- (c) an assessment of the risks to the rights and freedoms of Data Subjects;
and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 11.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 2 unless the Supplier is required to do otherwise by law. If it is so required, the Supplier shall promptly notify the Buyer before processing the Personal Data unless prohibited by law;
 - (b) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Buyer may reasonably reject. In the event of the Buyer reasonably rejecting Protective Measures put in place by the Supplier, the Supplier must propose alternative Protective Measures to the satisfaction of the Buyer. Failure to reject shall not amount to approval by the Buyer of the adequacy of the Protective Measures. Protective Measures must take account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
 - (c) ensure that:
 - i. the Staff do not process Personal Data except in accordance with the Contract (and in particular Schedule 2);
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to Personal Data and ensure that they:
 - a. are aware of and comply with the Supplier's duties under this clause 11;
 - b. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - c. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Buyer or as otherwise allowed under this Contract;
 - d. have undergone adequate training in the use, care, protection and handling of the Personal Data; and
 - (d) not transfer Personal Data outside of the UK unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
 - i. the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;



- ii. the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with UKGDPR Article 46 or s.75 of the DPA 2018) as determined by the Buyer;
 - iii. the Data Subject has enforceable rights and effective legal remedies;
 - iv. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations); and
 - v. the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data; and
 - (e) at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of the Contract unless the Supplier is required by law to retain the Personal Data;
- 11.5 subject to clause 11.6, the Supplier shall notify the Buyer immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Contract;
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
 - (f) becomes aware of a Data Loss Event.
- 11.6 The Supplier's obligation to notify under clause 11.5 includes the provision of further information to the Buyer in phases as details become available.
- 11.7 Taking into account the nature of the processing, the Supplier shall provide the Buyer with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 11.5 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:
- (a) the Buyer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Buyer to enable the Buyer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Buyer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Buyer following any Data Loss Event; and



- (e) assistance as requested by the Buyer with respect to any request from the Information Commissioner's Office or any consultation by the Buyer with the Information Commissioner's Office.
- 11.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11. This requirement does not apply if the Supplier employs fewer than 250 people unless the Buyer determines that the processing:
- (a) is not occasional;
 - (b) includes special categories of data as referred to in Article 9(1) of the UKGDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UKGDPR; or
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11.9 The Supplier shall allow for audits of its Data Processing activity by the Buyer or the Buyer's designated auditor.
- 11.10 Each Party shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 11.11 Before allowing any Sub-processor to process any Personal Data in connection with the Contract, the Supplier must:
- (a) notify the Buyer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Buyer;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 11 such that they apply to the Sub-processor; and
 - (d) provide the Buyer with such information regarding the Sub-processor as the Buyer reasonably requires.
- 11.12 The Supplier remains fully liable for the acts and omissions of any Sub-processor.
- 11.13 Notwithstanding the provisions of clause 4, the Buyer may, at any time on not less than 30 Working Days' notice, revise this clause 11 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 incorporated by attachment to the Contract).
- 11.14 The Parties agree to take account of any guidance published by the Information Commissioner's Office. The Buyer may upon giving the Supplier not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 11.15 In relation to Personal Data processed for Law Enforcement Purposes, the Supplier shall:
- (a) maintain logs for its automated processing operations in respect of:



- i. collection;
- ii. alteration;
- iii. consultation;
- iv. disclosure (including transfers);
- v. combination; and
- vi. erasure.

(together the “**Logs**”).

(b) ensure that:

- i. the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
- ii. the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
- iii. the Logs are made available to the Information Commissioner’s Office on request

(c) use the Logs only to:

- i. verify the lawfulness of processing;
- ii. assist with self-monitoring by the Buyer or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
- iii. ensure the integrity of Personal Data; and assist with criminal proceedings

(a) as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and

(b) where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:

- i. persons suspected of having committed or being about to commit a criminal offence;
- ii. persons convicted of a criminal offence;
- iii. persons who are or maybe victims of a criminal offence; and
- iv. witnesses or other persons with information about offences.

11.16 This clause 11 applies during the Term and indefinitely after its expiry.

12. Freedom of Information

12.1 The Supplier acknowledges that the Buyer is subject to the requirements of the FOIA and the EIR.

12.2 The Supplier shall transfer to the Buyer all requests for information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:



- (a) give the Buyer a copy of all Information requested in the Request for Information in its possession or control in the form that the Buyer requires within 5 Working Days (or such other period as the Buyer may specify) of the Buyer's request;
- (b) provide all necessary assistance as reasonably requested by the Buyer to enable the Buyer to comply with its obligations under the FOIA and EIR; and
- (c) not respond to directly to a Request for Information unless authorised to do so in writing by the Buyer.

- 12.3 The Supplier acknowledges that the Buyer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier.
- 12.4 The Buyer shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

13. Communication and Notices

- 13.1 All notices and communications under this Contract shall only be deemed served if made in writing to the single point of contact as outlined in Schedule 3 and are considered effective on the working day of delivery as long as sent via email (without an error message or out of office being received) before 5:00pm on that working day, otherwise the notice is effective on the next Working Day.
- 13.2 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

14. Publicity

- 14.1 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer (not to be unreasonably withheld) and must take all reasonable steps to ensure that supplier Staff do not either.

15. Complaints

- 15.1 The Supplier shall deal with any complaints about the Services, received from whatever source, in accordance with its complaints procedure, which shall be made available to the Buyer on request.
- 15.2 The Supplier shall keep a written record of all complaints received in respect of the Services. A summary in writing of all complaints received about the Services shall be provided to the Buyer at regular intervals.

16. Dispute Resolution



- 16.1 The Parties shall consult each other in good faith to reach an agreement to resolve any dispute which may arise with respect to any matter relating to this Contract.
- 16.2 If the dispute is not resolved in accordance with clause 16.1 above, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 16.3 to 16.5.
- 16.3 16.3 Unless the Buyer refers the dispute to arbitration using clause 16.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
 - (b) grant interim remedies;
 - (c) grant any other provisional or protective relief.
- 16.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 16.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 16.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 16.4.
- 16.6 The Supplier cannot suspend the performance of the Contract during any dispute.

17. Probation Service Requirements

- 17.1 The Buyer has various requirements which must be met as part of this Contract. The Supplier commits to ensuring that they and any sub-contractor involved in the delivery of the Services, satisfy these requirements:
- (a) The Supplier will meet the Buyer's information assurance and cyber security requirements as contained in Schedule 4, as updated from time to time.
 - (b) The Supplier must allow any auditor appointed by the Buyer access to their premises (on reasonable notice) to verify contract accounts, records and performance of everything to do with the Contract and



provide information to the auditor and reasonable co-operation at their request.

- (c) The Supplier shall ensure that there are no grounds for mandatory exclusion of any subcontractor with whom the Supplier may enter into a subcontract in relation to the provision of these Services under regulation 57 of the Public Contracts Regulations 2015 (PCR 2015) or any subsequent applicable legislation.

18. Assignment

- 18.1 Neither party shall assign, transfer or otherwise dispose of any of its rights or transfer (including by way of novation) or otherwise dispose of any of its obligations under this Contract, without the prior written consent of the other Party and any such purported assignment, transfer or disposal shall be void.

19. Third Party Rights

- 19.1 A person who is not a party to this Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. This clause does not affect any right or remedy of a third party which exists or is available independently from the Contracts (Rights of Third Parties) Act 1999.

20. Waiver

- 20.1 A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party. A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

21. Entire Agreement

- 21.1 This Contract (and the documents referred to in it) contain the whole agreement between the parties relating to the transactions contemplated by this Contract and supersede all previous agreements between the parties relating to these transactions. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Contract.
- 21.2 The Supplier acknowledges that, in agreeing to enter into this Contract, it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those set out in this Contract and the documents referred to in it) made by or on behalf of the Authority at any time before the signature of this Contract.

22. Force Majeure

- 22.1 Subject to compliance with clause 22.2, neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure Event.



22.2 If either Party becomes aware of a Force Majeure Event which gives rise to, or is likely to give rise to, any failure or delay on its part it shall:

- (a) immediately notify the other by the most expeditious method then available;
- (b) inform the other of the period for which it is estimated that such failure or delay shall continue;
- (c) use its best endeavours to resume performance of its obligations as quickly as possible and minimise the duration and impact of such failure or delay.

22.3 For the avoidance of doubt, the Buyer shall not be required to pay the Supplier in respect of any period during which (and to the extent that) the Supplier is prevented or delayed in performing its obligations due to a Force Majeure Event. In these circumstances, the Charge shall be adjusted and any necessary refund or credit effected in accordance with the Buyer's reasonable instructions.

23. No partnership or agency

23.1 The Supplier shall at all times be an independent contractor and nothing in this Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Buyer and the Supplier and, accordingly, the Supplier shall not be authorised to act in the name of, or on behalf of, or otherwise bind the other party or the Buyer save as expressly permitted by the terms of this Contract.

24. Severability

24.1 The provisions contained in each clause and paragraph of this Contract shall be enforceable independently of each of the others and their validity shall not be affected if any of the others is invalid. If any provision is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

25. Counterparts

25.1 This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this Contract by executing a counterpart.

26. Governing Law and Jurisdiction

26.1 This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

26.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this Contract



(including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this Contract) and the parties accordingly submit to the exclusive jurisdiction of the English courts.

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THIS CONTRACT has been signed on behalf of the Parties by their duly authorised representatives on the date which appears on page 2.

Signature on behalf of: Offploy C.I.C.	
Signature	
Print Name	
Position	
Date	

Signature on behalf of: The Secretary of State for Justice	
Signature	
Print Name	
Position	
Date	



SCHEDULE 1

Service Specification

1. INTRODUCTION

- 1.1 Employability is a key predictor of the likelihood of reoffending and therefore an important target for intervention. An offending history is often a barrier to progression and requires specialist support, advice and intervention.
- 1.2 Offploy CIC provide employability Services to support socially excluded people at risk of offending, focussing on skill development, improving access to resources and tackling mindset and self-belief challenges.
- 1.3 Offploy CIC provide employment opportunities for people with Lived Experience of the Criminal Justice System and also strive to advocate for change of societal views, working with employers and organisations to encourage them to recognise the potential in every person, regardless of their past.

2. BACKGROUND

- 2.1 Offploy CIC will provide intensive employability support for up to 30 People on Probation in the Hull Probation Delivery Unit, delivered via 2 group workshops.
- 2.2 Upon completion of the workshops all participants will be provided with information and signposting to support their progression.
- 2.3 Offploy CIC will deliver an additional tailored, 1-1 support/mentoring workshop for 10 People on Probation.

3. PURPOSE (OVERALL AIMS)

- 3.1 The overall aims of this service are:
 - 3.1.1 To provide People on Probation with the necessary information, tools and resources to move forward with their employment, training and educational journey, improving their confidence and skills, allowing them to integrate successfully into society and the workforce.

4. SERVICE OBJECTIVES (DESIRED OUTCOMES)

- 4.1 After completing the workshop all participants will be able to:
 - 4.1.1 Create a personal “employment toolkit” which includes a quality CV and appropriate cover letter.
 - 4.1.2 Show improved understanding of Spent/Unspent convictions, when and how to disclose offences and requirements of DBS (Disclosure and Barring Service) checks.



- 4.1.3 Identify a pathway to progress their own ETE journey.
- 4.1.4 Show improved ability to search for and secure suitable opportunities.
- 4.2 Where People on Probation are selected for additional support they will be provided with a further of 6 hours of 1-1 intervention where they will:
 - 4.1.5 Create a bespoke Disclosure Statement based on Spent/Unspent Convictions;
 - 4.1.6 Improve their interview skills;
 - 4.1.7 Target appropriate employment, training or educational opportunities.;
 - 4.1.8 Access support to engage effectively with providers including accompanied interview.

5. LEVELS OF SERVICE

- 5.1 The workshops:
 - 5.1.1 shall have space for up to 15 People on Probation in each, 30 in total.
 - 5.1.2 will be delivered at a PDU location in Hull, at times and specific locations to be agreed between the Parties.
- 5.2 All participants completing the workshop will be provided with written information and signposting to support their progression.
- 5.3 Offploy CIC will select 10 (out of the 30) People on Probation to each receive 6 additional hours of 1-1 tailored support and mentoring, at times to be agreed between the Parties.
- 5.4 All Offploy CIC staff involved in the direct delivery of provision will be quality Matrix Accredited and qualified at or above Level 2 Information, Advice and Guidance (IAG).

6. ELIGIBLE/TARGET COHORT - PERSONS ON PROBATION

- 6.1 Open to all People on Probation within the Hull Probation Delivery Unit who are motivated to progress into work, training or education as identified by the Probation Practitioner

7. REFERRALS, NOMINATIONS AND ACCESS ROUTES/MECHANISMS

- 7.1 A workshop booking system shall be agreed by both parties that will enable Offploy CIC to easily identify who will be attending and will include the email contact details of the referring Probation Practitioner.
- 7.2 When booking the workshop, Probation Practitioners shall pay due regard to the assessment of risk posed by the Person on Probation, their motivation to attend and their suitability for group work.



- 7.3 Offploy CIC will notify the Probation Practitioner as to which People on Probation have been selected for 1-1 tailored support/mentoring. After obtaining consent from the Person on Probation, the Practitioner will complete a referral form providing information regarding contact details, risk and offence summary.

8. HOW PERSONS ON PROBATION' NEEDS WILL BE MET

- 8.1 People on Probation experience many barriers that prevent progression into employment, training and education. Offploy CIC understand that an offending history, experience of stigma, prejudice and discrimination often impacts on self-belief resulting in limited opportunity.
- 8.2 The Offploy CIC Intensive Employability Workshops are designed to support People on Probation with their specific employability needs and provide them with the necessary tools and resources to improve their prospects, knowledge, confidence and mindset.

9. COMMUNICATION REQUIREMENTS

- 9.1 Offploy CIC will provide email feedback to the Probation Practitioner confirming participant attendance immediately after each workshop.
- 9.2 Offploy CIC will ensure that every Workshop participant is provided with information and signposting to progress their ETE journey.
- 9.3 Offploy CIC will notify Probation Practitioners of participants selected for intensive support by email as soon as is reasonably practicable.
- 9.4 Probation Practitioners will obtain participant consent and complete and return a referral to Offploy CIC within 5 working days of the offer of intensive support. Where the offer of support is declined the Probation Practitioner will advise Offploy CIC as soon as is reasonably practicable so that another participant can be selected.
- 9.5 After each scheduled appointment Offploy CIC will, within 1 day, email the Probation Practitioner confirming the progress and proposed activity of the Person on Probation.
- 9.6 Urgent safeguarding issues must be communicated to a Probation Practitioner (either the referrer or Duty Officer) within 2 hours of identification by way of direct contact.
- 9.7 Offploy will provide the Probation Service with a monthly report confirming:
- 9.7.1 The number of People on Probation completing the workshop.
 - 9.7.2 The number of People on Probation engaging with intensive support.
 - 9.7.3 The number of People on Probation attending for employment, training or educational interview.



9.7.4 The number of successful interview outcomes leading to employment, training or learning offers.

10. ASSESSMENT and EXCHANGE OF INFORMATION

- 10.1 An agreed eligibility criteria will ensure that only suitable participants are referred to the workshops by Probation Practitioners.
- 10.2 Where a Person on Probation is selected for intensive support the Probation Practitioner will be required to complete a referral form providing details of risk and a summary of previous convictions.

11. EVALUATION

- 11.1 The Probation Service will provide participants with an anonymised perception survey at the end of the service. This information will provide the Probation Service with key insights that will influence future strategy and service design.

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SCHEDULE 2
Data Processing

REDACTED

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SCHEDULE 3

Nominated Single Points of Contact

In accordance with clause 6.1 of the Contract, the contact details for nominated single points of contact of the Parties are: -

Name of Organisation	Link Officers Name & Contact Details	
Yorkshire and the Humber - Probation Service	Name: Role: Email: Tel:	REDACTED
Offploy C.I.C.	Name: Role: Email: Tel:	REDACTED

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SCHEDULE 4

Buyer Information Assurance, Cyber Security and Vetting requirements

1 Information assurance policy:

[Information Security Policy Framework \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)



Information-Security-
Policy-Framework.doc

2 Staff Vetting policy:

[pi-03-2014-security-vetting.pdf \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)



pi-03-2014-security-
vetting.pdf

3 Government's 10 Steps to Cyber Security, currently available at:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>