

LVPS

Buyer Contract



Ministry
of Justice

Commercial & Contract Management Directorate (CCMD)
1st floor, 5 Wellington Place
Leeds
LS1 4AP

Attn:

Email:

Dear

Award of Buyer Contract under LVPS prj 8352 - Section 28 for Intimidated Victims and Witnesses

I am writing to inform you that **the Ministry of Justice** (the “**Buyer**”) proposes to make an award of a contract to you to provide the Deliverables on the terms set out in this letter (the “**Buyer Contract**”). The Buyer Contract will be created by the Supplier emailing the Buyer to accept the offer of the Buyer Contract in accordance with the instructions in this letter.

This award is made under the CCS Low Value Purchase System, which is a system established by the Crown Commercial Service under Part 4 of the Public Contracts Regulations 2015 for suppliers who are able to provide goods and/or services where the value of the contract is below the relevant thresholds for Part 2 of the Public Contracts Regulations 2015 to apply (“**LVPS**”).

The Buyer Contract

The Buyer Contract shall be as follows:

- a) The Supplier shall supply the Deliverables on the terms set out in this letter and the contract conditions specified in Annex A to this letter (the “**Conditions**”);
- b) The Charges for the Deliverables are specified in Part 2 of Annex F;
- c) Any special terms set out in Annex B to this letter apply to the Buyer Contract (each a “**Special Term**”);
- d) No other Supplier terms are part of the Buyer Contract. That includes any terms written in the email accepting the offer of the Buyer Contract or presented at the time of delivery;
- e) If any of the Conditions conflict with any of the terms of this letter or with any Special Term, the terms of this letter or the relevant Special Term prevails. If any of the Special Terms conflict with any of the terms of this letter, the relevant Special Term prevails.

The Term shall begin on the date of your email confirming acceptance of the offer to enter into the Buyer Contract and the Expiry Date shall be **30/09/2022** unless it is otherwise extended or terminated in accordance with the terms and conditions of the Buyer Contract.

If the Buyer and the Supplier enter into the Buyer Contract, the Buyer and the Supplier will, each at their own expense, do all acts and things necessary or desirable to give effect to the Buyer Contract.

Accepting the offer of the Buyer Contract

Signed for and on behalf of **Ministry of Justice**

Name: [REDACTED]

Job Title: [REDACTED]

Signature: [REDACTED]

Name:

Buyer name (Procurement)

Signature:

Date: [REDACTED]

Date:

We accept the terms set out in this letter and its [Annex/Annexes], including the Conditions.

Signed for and on behalf of the Supplier

Name: [REDACTED]

Job Title: [REDACTED]

Signature: [REDACTED]

Date: [REDACTED]

Contract management information

In order to make the Buyer Contract operate properly, you will need the information set out in Annex C to this letter.

If you accept the Buyer Contract, please provide the following information with your email of acceptance:

- Commercially Sensitive Information (not applicable or insert your Commercially Sensitive Information)
- Supplier Address for notices (if different to the Supplier's Registered Address)
- Supplier's account for payment of Charges

If you have any queries, please contact the team on [REDACTED]

Yours faithfully,

[REDACTED]

Assistant Commercial Manager

**Annex A
Conditions**

1. DEFINITIONS USED IN THE BUYER CONTRACT

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

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"Buyer"	means the person identified in the letterhead of the Letter;
"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 Buyer Contract and in respect of which the Buyer is liable to the Supplier;
"Buyer Contract"	has the meaning given to it in the Letter;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"Central Government Body"	means a body listed in one of the following sub-categories 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:

- 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;

"Charges"	means the charges specified in Part 2 of Annex F and which in aggregate shall in no circumstances exceed the thresholds set out in regulation 5 of the Regulations;
"Commercially Sensitive Information"	the Confidential Information listed in the email of acceptance comprising of commercially sensitive information relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (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;
"Controller"	has the meaning given to it in the UK GDPR;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR, as amended from time to time, (ii) the Data Protection Act 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Buyer at the address and

	on the date specified in Annex C, which shall include unloading and any other specific arrangements agreed in any Special Term. “ Delivered ”, “ Deliveries ” and “ Delivery ” shall be construed accordingly;
“ Deliverables ”	Offered Deliverables that are ordered under the Buyer Contract and described in Part 1 of Annex F;
“ DOTAS ”	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
“ Electronic Invoice ”	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
“ 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 Buyer Contract (whether prior to the date of the Buyer Contract or otherwise);
“ Expiry Date ”	means the date for expiry of the Buyer Contract as set out in the Letter;

"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 Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected Party which prevent or materially delay the affected Party from performing its obligations under the Buyer Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the affected Party, including:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of a Central Government Body, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff, or any other failure in the Supplier or the subcontractor's supply chain;</p>
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> a) the legislation in Part 5 of the Finance Act 2013; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"Goods"	means the goods to be supplied by the Supplier to the Buyer under the Buyer Contract;
"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"	<ul style="list-style-type: none"> 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 Buyer Contract; or b) any Personal Data for which the Buyer is the Data

"Halifax Abuse Principle"	Controller; the principle explained in the CJEU Case C-255/02 Halifax and others;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"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;
"Insolvency Event"	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Appendix 2 of Annex D;
"Joint Control"	where two or more Controllers jointly determine the purposes and means of Processing and "Joint Controller" shall be construed accordingly;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Letter"	the letter from the Buyer to the Supplier offering to enter into the Buyer Contract;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement,

judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise;

“LVPS”

has the meaning given to it in the Letter;

“LVPS Contract”

the contract between CCS and the Supplier for the admission of the Supplier to the LVPS pursuant to which the Supplier makes the Offered Deliverables available for sale under this Buyer Contract;

“Maximum Liability Amount”

the amount specified in Annex C of the Letter;

“Minimum Warranty Period”

the minimum period for which the Supplier warrants the Deliverables specified in Annex C of Letter;

“New IPR”

all intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Buyer Contract but shall not include the Supplier's Existing IPR;

“Occasion of Tax Non-Compliance”

where:

a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or

	b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the first day of the Term or to a civil penalty for fraud or evasion;
"Offered Deliverables"	Goods and/or Services which meet the description of the service heading relating to the Deliverables and the location of the Deliverables as detailed in the LVPS;
"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 UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Buyer Contract;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p> <p>ii) reward that person for improper performance of a relevant function or activity;</p> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Buyer Contract; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p>

	<p>iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
“Protective Measures”	appropriate technical and organisational measures 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;
"Purchase Order Number"	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Buyer Contract;
“Recall”	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right intellectual property rights) that might endanger health or hinder performance;
“Relevant Requirements”	applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"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 Buyer Contract;
“Special Term”	any special term specified in Annex B to the Letter;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
“Suitability	The questionnaire completed by the Supplier as part of its

"Assessment Questionnaire"	application for inclusion in the LVPS, as set out at Annex E;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Buyer Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Buyer Contract;
"Supplier"	means the person named as Supplier in the Letter;
"Term"	means the period from the start date of the Buyer Contract identified in paragraph 6 of the Letter to the Expiry Date as such period may be extended in accordance with paragraph 6 of the Letter or terminated in accordance with the terms and conditions of the Buyer Contract;
"Transparency Information"	<p>the content of the Buyer Contract, including any changes to the Buyer Contract agreed from time to time, except for:</p> <p>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(ii) Commercially Sensitive Information;</p>
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	<p>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/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and</p>
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. UNDERSTANDING THE BUYER CONTRACT

In the Buyer Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Buyer Contract are for information only and do not affect the interpretation of the Buyer Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. HOW THE BUYER CONTRACT WORKS

- 3.1 Any Special Terms that the Buyer has included in Annex B supplement or change these Conditions.
- 3.2 This Buyer Contract is a separate contract from the LVPS Contract and survives the termination of the LVPS Contract.
- 3.3 The Supplier acknowledges it has all the information required to perform its obligations under the Buyer Contract before entering into the Buyer Contract. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

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- 3.4 The Supplier will not be excused from any obligation, or be entitled to additional Charges because it failed to either:
- (a) verify the accuracy of any information provided to the Supplier by or on behalf of the Buyer prior to the first day of the Term; or
 - (b) properly perform its own adequate checks.
- 3.5 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 3.6 The Supplier warrants and represents all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.
- 3.7 The Buyer and the Supplier acknowledge and agree that the Buyer awarded this Buyer Contract to the Supplier pursuant to Part 4 of the Regulations and that as such the value of this Buyer Contract, including any form of option, any renewal and any modifications, shall be less than the relevant threshold mentioned in Regulation 5 of the Regulations.

4. WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

- (a) The Supplier must provide Deliverables:
 - (i) in accordance with the Offered Deliverables;
 - (ii) to a professional standard;
 - (iii) using reasonable skill and care;
 - (iv) using Good Industry Practice;
 - (v) using its own policies, processes and internal quality control measures as long as they do not conflict with the Buyer Contract;
 - (vi) on the dates agreed; and
 - (vii) that comply with all Law.
- (b) The Supplier must provide Deliverables with a warranty of at least the Minimum Warranty Period (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.
- (c) The Supplier must assign all third party warranties and indemnities covering the Deliverables for the Buyer's benefit.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.

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- (d) Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three Working Days of Delivery.
 - (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
 - (f) The Supplier must Deliver the Goods on the date and to the specified location during the Buyer's working hours.
 - (g) The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
 - (h) All Deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
 - (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
 - (j) The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and will give notice of actual or anticipated action about the Recall of the Goods.
 - (k) The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
 - (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with clause 4.2. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

4.3 **Services clauses**

- (a) Late Delivery of the Services will be a default of the Buyer Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- (c) The Supplier must at its own risk and expense provide all equipment required to Deliver the Services.
- (d) The Supplier must allocate sufficient resources and appropriate expertise to the Buyer Contract.
- (e) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

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- (f) The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
 - (g) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Buyer Contract.

5. PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the Charges. The Supplier shall raise invoices promptly and in any event within 90 days from when the Charges are due.
- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice;
 - (b) include all costs connected with the supply of Deliverables.
- 5.3 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 stated in the email accepting the Buyer Contract.
- 5.4 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 Deliverables which have been Delivered (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 5.5 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 5.8 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

6. THE BUYER'S OBLIGATIONS TO THE SUPPLIER

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

- (a) the Buyer cannot terminate the Buyer Contract under clause 11;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Buyer Contract;
- (c) the Supplier is entitled to additional time needed to Deliver the Deliverables; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
- (b) demonstrates that the failure would not have occurred but for the Buyer Cause; and
- (c) mitigated the impact of the Buyer Cause.

7. RECORD KEEPING AND REPORTING

7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in Annex C to the Letter.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Buyer Contract:

- (a) during the term of the Buyer Contract;
- (b) for seven years after the date of expiry or termination of the Buyer Contract;; and
- (c) in accordance with UK GDPR.

7.3 The Buyer or an auditor can audit the Supplier.

7.4 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Buyer Contract and provide copies for the audit.

7.5 The Supplier must provide information to the auditor and reasonable co-operation at their request.

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- 7.6 Where the audit of the Supplier is carried out by an auditor, the auditor shall be entitled to share any information obtained during the audit with the Buyer.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Buyer Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Buyer Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Buyer Contract immediately for material breach (or on such date as the Buyer notifies).

8. SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the Buyer Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and in accordance with the Staff Vetting Procedures; and
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on the Buyer Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 26.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

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- 8.6 The Supplier shall use those persons nominated in the email of acceptance (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform the Buyer Contract;
 - (b) the Buyer Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Buyer Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Buyer Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Buyer Contract; and
 - (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clauses 3.6 and 9.1 are repeated each time the Supplier provides Deliverables under the Buyer Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- (a) willful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Buyer Contract; and
 - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

10. INTELLECTUAL PROPERTY RIGHTS (IPRS)

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- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:
- (a) receive and use the Deliverables; and
 - (b) use the New IPR.
- 10.2 Any New IPR created under the Buyer Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Buyer Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Buyer Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If 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 Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; or
 - (b) replace or modify the relevant item with substitutes that do not infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
- 10.7 In spite of any other provisions of the Buyer Contract and for the avoidance of doubt, award of the Buyer Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing with reference to the acts authorised.

11. ENDING THE CONTRACT

11.1 Ending the Buyer Contract without a reason

The Buyer has the right to terminate the Buyer Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice.

11.2

When the Buyer can end the Buyer Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate the Buyer Contract by issuing a termination notice in writing to the Supplier:
 - (i) there is a Supplier Insolvency Event;
 - (ii) if the Supplier is in breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iii) there is any material breach of the Buyer Contract;
 - (iv) there is a material default of any Joint Controller Agreement relating to the Buyer Contract;
 - (v) there is a breach of clauses 3.6, 3.7, 10, 14, 15, 26 or 31;
 - (vi) if the Supplier repeatedly breaches the Buyer Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Buyer Contract;
 - (vii) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which is not pre-approved by the Buyer in writing;
 - (viii) if the Buyer discovers that the Supplier was in one of the situations set out in Section 2 of the Suitability Assessment Questionnaire at the time the Buyer Contract was awarded or is in breach of clause 26.1 of this Contract; or
 - (ix) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the following non-fault based events happen, the Buyer has the right to immediately terminate the Buyer Contract:
 - (i) there is a change to the Buyer Contract which cannot be agreed using clause 24 or resolved using clause 33; or
 - (ii) if there is a declaration of ineffectiveness in respect of any change to the Buyer Contract.

11.3

When the Supplier can end the Buyer Contract

The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Buyer Contract if the Buyer fails to pay an undisputed

invoiced sum due and worth over 10% of the total Buyer Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

11.4

What happens if the Buyer Contract ends

- (a) Where a Party terminates the Buyer Contract under any of clauses 11.1, 11.2(a), 11.2(b), 11.3, 20.2, 23.4 or 31.3 all of the following apply:
- (i) the Buyer's payment obligations under the terminated Buyer Contract stop immediately;
 - (ii) accumulated rights of the Parties are not affected;
 - (iii) the Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the termination date;
 - (iv) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
 - (v) the Supplier must promptly return any of the Buyer's property provided under the Buyer Contract;
 - (vi) 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;
- (b) In addition to the consequences of termination listed in clause 11.4(a), where the Buyer terminates the Buyer Contract under clause 11.2(a), the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Buyer Contract.
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- (c) In addition to the consequences of termination listed in clause 11.4(a), if either the Buyer terminates the Buyer Contract under clause 11.1 or the Supplier terminates the Buyer Contract under either of clauses 11.3 or 23.4:

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- (i) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
and
 - (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 Buyer Contract had not been terminated.
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- (d) In addition to the consequences of termination listed in clause 11.4(a), where a Party terminates under clause 20.2 each Party must cover its own Losses.
- (e) The following clauses survive the termination of the Buyer Contract: 7, 8.5, 10, 12, 14, 15, 16, 17, 18, 33, 34 and any clauses which are expressly or by implication intended to continue.

11.5

Partially ending and suspending the Buyer Contract

- (a) Where the Buyer has the right to terminate the Buyer Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Buyer Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Buyer Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.5, but the Supplier may not either:
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.1.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.5.

12. HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

- 12.1 Each Party's total aggregate liability under or in connection with the Buyer Contract (whether in tort, contract or otherwise) is no more than the higher of the Maximum Liability Amount or 150% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
- (a) any indirect Losses; or
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by Law; or
 - (d) its liability to the extent it arises as a result of a default by the Supplier, any fine or penalty incurred by the Buyer pursuant to Law and any costs incurred by the Buyer in defending any proceedings which result in such fine or penalty.
- 12.4 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Buyer Contract, including any indemnities.
- 12.5 If more than one Supplier is party to the Buyer Contract, each Supplier Party is jointly and severally liable for their obligations under the Buyer Contract.

13. OBEYING THE LAW

The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:

- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
- (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;

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- (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
 - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

14. DATA PROTECTION

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex D of the Letter.
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Buyer.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Buyer Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with clause 14.6 unless the Buyer is at fault.
- 14.8 The Supplier:
 - (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;

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- (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
 - (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.
- 14.9 In the event that, following the end of the UK's transition period for exit from the EU, CCS determines in its absolute discretion that any of the Standard Contractual Clauses for data transfers issued by the European Commission from time to time applies to any Processing under or in connection with this Buyer Contract, at its own expense, each Party shall do everything necessary to give full effect to the relevant Standard Contractual Clauses as part of this Buyer Contract.
- 15. WHAT YOU MUST KEEP CONFIDENTIAL**
- 15.1 Each Party must:
- (a) keep all Confidential Information it receives confidential and secure;
 - (b) except as expressly set out in clauses 15.2 to 15.4 or elsewhere in the Buyer Contract, not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent; and
 - (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
 - (c) if the information was given to it by a third party without obligation of confidentiality;
 - (d) if the information was in the public domain at the time of the disclosure;
 - (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
 - (f) on a confidential basis, to its auditors;
 - (g) on a confidential basis, to its professional advisers on a need-to-know basis; or

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- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 In spite of clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Buyer Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 15.4 In spite of clause 15.1, the Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; or
 - (e) under clauses 5.8 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Buyer Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. WHEN YOU CAN SHARE INFORMATION

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.

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- 16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, in its absolute discretion.

17. INVALID PARTS OF THE CONTRACT

- 4 If any part of the Buyer Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Buyer Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Buyer Contract, whether it is valid or enforceable.

18. NO OTHER TERMS APPLY

- 5 The provisions incorporated into the Buyer Contract are the entire agreement between the Parties. The Buyer Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.
- 6

19. OTHER PEOPLE'S RIGHTS IN A CONTRACT

- 7 No third parties may use the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**") to enforce any term of the Buyer Contract unless stated (referring to CRTPA) in the Buyer Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 8

20. CIRCUMSTANCES BEYOND YOUR CONTROL

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- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Buyer Contract while the inability to perform continues, if it both:
- (a) provides written notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either Party can partially or fully terminate the Buyer Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. RELATIONSHIPS CREATED BY THE CONTRACT

- 9 The Buyer Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. GIVING UP CONTRACT RIGHTS

- 10 A partial or full waiver or relaxation of the terms of the Buyer Contract is only valid if it is stated to be a waiver in writing to the other Party.
- 11

23. TRANSFERRING RESPONSIBILITIES

- 23.1 The Supplier cannot assign, novate or transfer the Buyer Contract or any part of the Buyer Contract without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Buyer Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Buyer Contract if it is novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

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- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Buyer asks the Supplier for details about subcontractors, the Supplier must provide details of subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. CHANGING THE CONTRACT

- 24.1 Either Party can request a variation to the Buyer Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.
- 24.2 For 101(5) of the Regulations, if the Court declares any variation to the Buyer Contract ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Buyer Contract as they existed immediately prior to that variation and as if the Parties had never entered into that variation.

25. HOW TO COMMUNICATE ABOUT THE CONTRACT

- 25.1 All notices under the Buyer Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to the Buyer or Supplier must be sent to their address in the Letter or in the email of acceptance, respectively.
- 25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 26.1 The Supplier must not during the Term:
- (a) commit a Prohibited Act or any other criminal offence referred to in Section 2 of the Suitability Assessment Questionnaire; or
 - (b) do or allow anything which would cause the Buyer, including any of its employees, consultants, contractors, subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 26.2 The Supplier must during the Term:

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- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its subcontractors to do the same;
 - (b) keep full records to show it has complied with its obligations under clause 26 and give copies to the Buyer on request; and
 - (c) if required by the Buyer, within 20 Working Days of the first day of the Term, and then annually, certify in writing to the Buyer, that they have complied with clause 26, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 26.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of clauses 26.1 or 26.2 or has any reason to think that it, or any of the Supplier Staff, has either:
- (a) been investigated or prosecuted for an alleged Prohibited Act;
 - (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - (c) received a request or demand for any undue financial or other advantage of any kind related to the Buyer Contract; or
 - (d) suspected that any person or Party directly or indirectly related to the Buyer Contract has committed or attempted to commit a Prohibited Act.
- 26.4 If the Supplier notifies the Buyer as required by clause 26.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the audit of any books, records and relevant documentation.
- 26.5 In any notice the Supplier gives under clause 26.3 it must specify the:
- (a) Prohibited Act;
 - (b) identity of the Party who it thinks has committed the Prohibited Act; and
 - (c) action it has decided to take.

27. EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Buyer Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

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- (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 27.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Buyer Contract.
- 28. HEALTH AND SAFETY**
- 28.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 28.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer premises that relate to the performance of the Buyer Contract.
- 29. ENVIRONMENT**
- 29.1 When working at the Buyer's premises, the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.
- 30. TAX**
- 30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Buyer Contract where the Supplier has not paid a minor tax or social security contribution.
- 30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Buyer Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

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- 30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the Term, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements; and
 - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

31. CONFLICT OF INTEREST

- 31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Buyer Contract, in the reasonable opinion of the Buyer (a "**Conflict of Interest**").
- 31.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.
- 31.3 The Buyer can terminate its Buyer Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

32. REPORTING A BREACH OF THE CONTRACT

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13 or clauses 26 to 31.
- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. RESOLVING DISPUTES

- 33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, 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

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- 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 33.3 to 33.5.
- 33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
 - (b) grant interim remedies; and
 - (c) grant any other provisional or protective relief.
- 33.4 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.
- 33.5 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 33.3, 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 33.4.
- 33.6 The Supplier cannot suspend the performance of the Buyer Contract during any dispute.

34. WHICH LAW APPLIES

- 12 This Buyer Contract and any claim, dispute or difference (whether contractual or non-contractual) arising out of, or connected to it, are governed by English law.

Annex B Special Terms

Section 4.2 “Goods clauses” not applicable and all clauses relating to goods do not apply as this is a services contract and the clauses relate to the delivery of a final report as detailed in the contract

Annex C Contract Management Information

PAYMENT

All invoices must be sent, quoting a valid purchase order number (PO Number), to: The Contract Manager

Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact the contract manager

[REDACTED]

between 09:00-17:00 Monday to Friday.

PROCEDURES AND POLICIES

The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.

The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Buyer Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

MINIMUM WARRANTY PERIOD: The duration of the contract.

MAXIMUM LIABILITY AMOUNT: The total value of the contract.

Annex D Processing Data

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Buyer Contract dictates the status of each party under the Data Protection Act 2018. A Party may act as:

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- (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Buyer Contract and shall specify in Appendix 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Appendix 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

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4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
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- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (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.
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5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Buyer Contract:
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- (a) Process that Personal Data only in accordance with Appendix 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in clause 14.3 of the Conditions, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
-

- (i) nature of the data to be protected;
- (ii) harm that might result from a Personal Data Breach;
- (iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

- (i) the Processor Personnel do not Process Personal Data except in accordance with the Buyer Contract (and in particular Appendix 1 (*Processing Personal Data*));
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Processor's duties under this Annex D, clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Conditions;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (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 Controller or as otherwise permitted by the Buyer Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
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(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

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- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor 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 Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
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- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Buyer Contract unless the Processor is required by Law to retain the Personal Data.
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6. Subject to paragraph 7 of this Annex D, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Buyer Contract it:
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- (a) receives a Data Subject Access Request (or purported Data Subject Access 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 Buyer 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 Personal Data Breach.
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7. The Processor's obligation to notify under paragraph 6 of this Annex D shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Annex D (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
-

- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
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9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Annex D. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
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- (a) the Controller determines that the Processing is not occasional;

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- (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
-

- 10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor. Any audit or inspection permitted hereunder is not intended to include any information related to the Supplier's provision of services to other clients or other client data residing on Supplier's computer systems. The Supplier agrees that any audit or access to Supplier's premises will be in a manner that minimises interference with the Supplier's business operations, and that any request by the Buyer for an audit or access to the Supplier's premises may not be granted by the Supplier more than once in any 12 month period unless an audit is requested as a result of an actual or suspected Data Protection Breach.
- 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12. Before allowing any Subprocessor to Process any Personal Data related to the Buyer Contract, the Processor must:

-
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Annex D such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
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- 13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

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14. The Buyer may, at any time on not less than thirty (30) Working Days' notice, revise this Annex D 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 Buyer Contract).
 15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Buyer Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Buyer Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Appendix 2 to this Annex D.

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Annex D above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Buyer Contract.
21. The Parties shall only provide Personal Data to each other:

-
- (a) to the extent necessary to perform their respective obligations under the Buyer Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

-
- (c) where it has recorded it in Appendix 1 (*Processing Personal Data*).
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22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
23. A Party Processing Personal Data for the purposes of the Buyer Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Buyer Contract (**"Request Recipient"**):
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- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
- (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

-
- (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Buyer Contract and shall:

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- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
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26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Buyer Contract as specified in Appendix 1 (*Processing Personal Data*).

27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Buyer Contract which is specified in Appendix 1 (*Processing Personal Data*).

28. Notwithstanding the general application of paragraphs 2 to 15 of this Annex D to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of

Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 17 to 27 of this Annex D.

Appendix 1 - Processing Personal Data

This Appendix shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Appendix shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are: [REDACTED]
2. The contact details of the Supplier's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Appendix.

Description	Details
Identity of Controller for each Category of Personal Data	The Parties are Joint Controllers The parties acknowledged that the Buyer is the controller for the purposes of Data Protection Legislation for the project and for the data collected from the pilot courts; individual Witness Care Units are each the controller for the contact details of witnesses; the Supplier and Buyer are joint controllers of the following Personal Data where it is gathered during the research: age range, gender identification, disability status, nationality, first language and individual contributions to the research through in-depth interview(s).
Duration of the Processing	The duration of the processing of personal information will last until the completion of the contract when the final report is accepted, and final payment is made. The supplier will securely delete all personal data and most project administration and management data three months after the final report is accepted, retaining only limited project data that is required for audit purposes. Final report is expected by the end of September 2022 (contract end date) and will be subject to Ipsos UK review to ensure their research is included as intended.
Nature and purposes of the Processing	The purpose of processing this data is for research and statistical purposes and for performance of a task carried out in the public interest. This is to support the government's national rollout of Section 28 (s.28) for intimidated witnesses. The personal data is for the recruitment of eligible witnesses. The approach is outlined here: <ol style="list-style-type: none">1. MoJ Data and Analysis will transfer the following references to individual Witness Care Units (WCUs): case number, court name, number of intimidated witnesses and date of s.28 hearing.

	<ol style="list-style-type: none"> 2. WCUs will use references to look up case details and identify eligible witnesses 3. WCUs will approach eligible witnesses with Ipsos UK recruitment materials and invite them to participate in the study 4. Witnesses who give their consent to take part in the study will be provided with Ipsos UK contact details to schedule interviews 5. Ipsos UK will conduct interviews <p>All data will be collated and stored in accordance with the Data Protection Act 2018, Freedom of Information Act 2000, the UK General Data Protection Regulation.</p>
Type of Personal Data	<p>As part of the interview, Ipsos UK will ask witnesses to provide demographic and case characteristics, including:</p> <ul style="list-style-type: none"> • Age range (this can be provided as 18/19; 20-39; 40-59; 60+; declined to answer; not known) • Gender (male, female, non-binary, trans*, other, declined to answer, not known) • Disability (none identified, physical, mental, learning, communication, declined to answer, not known) • First language (English, Welsh, other, declined to answer, not known) • Offence type (Sexual, Modern slavery, both) • Case outcome (Guilty verdict, Not guilty verdict, Ineffective/cracked trial – 'guilty' indicates at least one defendant found guilty) • Nationality (UK/British national; EU/EEA national; other; declined to answer, not known) <p>Witnesses can refuse to provide this information,</p>
Categories of Data Subject	<p>S.17(4) intimidated witnesses and victims testifying in sexual offences and modern slavery cases.</p>
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>The supplier will securely delete all personal data and most project administration and management data three months after the final report is accepted, retaining only limited project data that is required for audit purposes.</p> <p>The arrangements for secure deletion and destruction are that (1) electronic copies of the Personal Data and project data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software that meets HM Government standards and (2) any hard copy will be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste. The supplier will confirm that this has been done via email.</p>

Appendix 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

- 1.1. With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Appendix 2 (*Joint Controller Agreement*) in replacement of paragraphs 2-15 of Annex D (*Where one Party is Controller and the other Party is Processor*) and paragraphs 17-27 of Annex D (*Independent Controllers of Personal Data*). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
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- 1.1.1. The Parties acknowledge that in accordance with paragraph 16 of Annex D and for the purposes of the Data Protection Legislation, the Parties are Joint-Controllers of the following Personal Data where it is gathered during the research: age, gender identification, disability status, nationality, first language and individual contributions to the research through the depth interview(s).
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1.2. The Parties agree that the Supplier

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

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- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
 - (e) shall make available to Data Subjects the essence of this Appendix (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the Supplier's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3. Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1. The Supplier and the Buyer each undertake that they shall:

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- (a) report to the other Party on or before the last Working Day of each month on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

-
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,
- that it has received in relation to the subject matter of the Buyer Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in clauses 2.1(a)(i) to (v);
 - (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
 - (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Buyer Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Appendix;
 - (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
 - (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
 - (g) take all reasonable steps to ensure the reliability and integrity of any of its Processor Personnel who have access to the Personal Data and ensure that its Processor Personnel:
 - (i) are aware of and comply with their duties under this Appendix 2 (*Joint Controller Agreement*) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

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- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
 - (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

- 2.2. Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Appendix in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 2.3. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

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- a) receive and use the Deliverables, subject to Ipsos' prior review and written agreement; and
 - b) use the New IPR
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2.4. use the New IPR.

2.5.

3. Data Protection Breach

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- 3.1. Data Protection Breach is defined as a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any personal data transmitted, stored or otherwise processed.
 - 3.2. Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or
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circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in clause 3.2.

3.3. Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

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- (a) the nature of the Personal Data Breach;
 - (b) the nature of Personal Data affected;
 - (c) the categories and number of Data Subjects concerned;

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- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - (e) measures taken or proposed to be taken to address the Personal Data Breach; and
 - (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1. The Supplier shall permit:

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- (a) the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Appendix 2 and the Data Protection Legislation; and/or
 - (b) the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Buyer Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

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- (c) Any audit or inspection permitted hereunder is not intended to include any information related to the Supplier's provision of services to other clients or other client data residing on Supplier's computer systems. The Supplier agrees that any audit or access to Supplier's premises will be in a manner that interference with the Supplier's business operations, and that any request by the Buyer for an audit or access to the Supplier's premises may not be granted by the Supplier more than once in any 12 month period unless an audit is requested as a result of an actual or suspected Data Protection Breach.

4.2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Buyer Contract:

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- a) During the term of the Buyer Contract;
 - b) For two years after the date of expiry or termination of the Buyer Contract, except that Personal Data may be deleted sooner in accordance with UK GDPR
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4.3. The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1. The Parties shall:

(a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

(b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Buyer Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer may on not less than thirty (30) Working Days' notice to

the Supplier amend the Buyer Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: *This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]*

7.1. If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

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- (a) if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
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- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

-
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in clause 33 of the Conditions (*Resolving disputes*).
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7.2. If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal

Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3. In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “**Claim Losses**”):

(a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;

(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

(c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4. Nothing in either clause 7.2 or clause 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data

Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

8. Termination

If the Supplier is in material default under any of its obligations under this Appendix 2 (*Joint Controller Agreement*), the Buyer shall be entitled to terminate the Buyer Contract by issuing a termination notice to the Supplier in accordance with clause 11 of the Conditions (*Ending the contract*).

Unreasonable late Delivery of the Services will be a default of the Buyer Contract

9. Sub-Processing

In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Buyer Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

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- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Buyer Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Annex E
Suitability Assessment Questionnaire

Annex F

Part 1 – Deliverables

Statement of Requirements: Process evaluation of Section 28: Understanding intimidated witnesses' experiences of pre-recorded cross-examination

INTRODUCTION

1. This specification sets out the requirements for a suitably qualified and experienced contractor to undertake qualitative interviews to explore the views and experiences of intimidated witnesses who have received Section 28 (s.28) – a special measure that is currently being piloted in seven Crown Courts. This project will help inform future decision on how the s.28 process could be re-fined to improve the witness experience as the national rollout of s.28 for intimidated witnesses is undertaken.
2. This project is commissioned by the Ministry of Justice (MoJ) Data and Analysis Directorate (MoJ-DAD). It forms part of a wider process evaluation of the s.28 pilot that is being conducted internally within MoJ-DAD.
3. The MoJ is a major government department, at the heart of the justice system. It is a ministerial department, supported by 33 agencies and public bodies. The organisation works together and with other government departments and agencies to bring the principles of justice to life for everyone in society.

BACKGROUND

4. Special measures were introduced through the Youth Justice and Criminal Evidence Act (YJCEA) 1999. They include a range of measures to support victims and witnesses (other than the accused) to give their best evidence and help reduce some of the anxiety of attending court.
5. s.28 allows for a vulnerable and/or intimidated witness to pre-record their cross-examination and re-examination before the trial and for the recorded video to be presented at trial. It is the last of the special measures in the 1999 Act to be implemented. Witnesses will first have to receive a Section 27 (s.27) direction, which enables their video-recorded interview with the police to be admitted as evidence-in-chief, in order to be eligible for s.27.
6. The primary aim of early cross-examination is to improve the quality of the evidence provided by the witness. It is envisaged that this will be achieved by:
 - **Improving the experience for witnesses** (e.g. less stressful/traumatic/accessing the full range of support earlier)
 - **Making it easier for vulnerable/intimidated witnesses to recall/recount events** clearly by reducing the length of time between offence/complaint and cross-examination

7. In 2014, s.28 was piloted with vulnerable witnesses in Liverpool, Leeds and Kingston-upon-Thames Crown Courts. Vulnerable witnesses are considered vulnerable on the basis of their age (i.e. under 18 years old) or if they suffer from a mental disorder within the meaning of the Mental Health Act 1983, or have a significant impairment of intelligence and social functioning, or have a physical disability or a physical disorder, and the quality of their evidence is likely to be diminished as a consequence. A process evaluation¹ of the pilot of s.28 for vulnerable witnesses was published in 2016. The findings revealed that:

- Around half of s.27 cases became s.28 cases;
- Greater discretion over who is able to receive s.28 would be beneficial i.e. in cases of siblings or friends who fall either side of the age cut off;
- Some eligible witnesses were not being identified by police and CPS at a sufficiently early stage;
- Some s.28 witnesses had no sense of the cross-examination being earlier than it would have been otherwise, suggesting communication could be improved;
- The police, CPS and defence had concerns about the expedited timeframes for third party disclosure;
- Many of the judges observed that front loading the work on s.28 cases had a positive effect on the amount of work required towards the end, particularly at the cross-examination and trial stage;
- Most practitioner groups felt non-s.28 cases needed to be de-prioritised to make sure the expedited timetable for s.28 cases to be achieved;
- s.27 witnesses reported spending longer waiting at court due to procedural delays which did not affect a s.28 witness;
- Practitioners felt strongly the technology used for the pilot was inadequate;
- Some practitioners felt it would be beneficial for any roll out of s.28 to include an option for witnesses to be cross examined in a remote location outside the court estate;
- The process of being cross examined proved stressful and difficult for both s.28 and s.27 witnesses. Most practitioners who attended s.28 cross-examinations however were of the opinion that s.28 process was reducing the level of distress and trauma for witnesses;
- Whilst only a small sample s.28 witnesses reported being cross examined for a shorter period of time than s.27 witnesses;
- Monitoring data showed durations of trial were slightly shorter on average in s.28 cases than s.27 cases;

¹ Ministry of Justice (2016) Process evaluation of pre-recorded cross-examination pilot [Process evaluation of pre-recorded cross-examination pilot \(Section 28\) \(publishing.service.gov.uk\)](#)

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- The monitoring data indicated there were fewer cracked trials for s.28 cases than s.27 only cases, more guilty pleas before trial in s.28 cases. However, it's possible some of the differences between s.28 and s.27 cases may be attributable to recording practices in the pilot.
8. In 2019, s.28 was piloted in three Crown Courts (Liverpool, Leeds and Kingston-upon-Thames) for a subset of intimidated witnesses (hereafter S.17(4) intimidated cohort) where the quality of evidence given by the witness is likely to be diminished by reason of fear or distress on the part of the witness in connection with testifying in the proceedings. Currently, this covers complainants in sexual offences and modern-day slavery cases. In September 2021, the pilot was extended to four additional Crown Courts: Wood Green, Isleworth, Durham and Harrow.
 9. In December 2021, the Secretary of State (SoS) publicly announced his intention to rollout s.28 nationally for the s.17(4) intimidated cohort as soon as practically possible. MoJ publicly committed to an evaluation of s.28 as part of the Rape Review action plan – published on 18 June 2021. There is currently no evaluation of the use of s.28 for the S.17(4) intimidated cohort.

PROJECT REQUIREMENTS

10. MoJ-DAD are undertaking a process evaluation to help understand whether the s.28 processes are working as intended for the S.17(4) intimidated cohort and to capture learnings that will help guide policy and operational decisions during the upcoming phased rollout of s.28.
11. As part of this process evaluation, MoJ-DAD wishes to commission an external research contractor to conduct interviews with intimidated witnesses. This research is being outsourced because MoJ-DAD does not have the requisite specialist expertise to conduct research with vulnerable groups on these sensitive issues.
12. The findings from the witness interviews will form part of the evidence for the wider process evaluation that is being conducted internally within MoJ-DAD. This consists of qualitative interviews with criminal justice practitioners involved in implementing s.28, including representatives from the following agencies: police, CPS, defence teams, judges, court staff and witness support services.
13. This document outlines the requirements for the witness interviews. Bidders must indicate how they intend to meet these requirements.

Scope of requirements

14. The aim of this project is to explore witness views and experiences of s.28 to determine whether the s.28 processes are working as intended for the s.17(4) intimidated cohort. The findings will provide necessary insight into how s.28 works in practice from the witness perspective and highlight any areas for improvement that can then be addressed during the wider rollout of s.28.

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15. To respond to this tender, prospective suppliers must provide information on how they will meet the objective. This should include a proposal for the witness interviews covering how this will be delivered in practice.
 16. The Supplier will be required to deliver a comprehensive and robust evidence base within the timeframe detailed in this Statement of Requirements.
 17. The research contract is expected to commence in February 2022 and will finish in September 2022.
 18. The following tasks are within the scope of requirement and the Supplier will:
 - Design the research methodology. This will include agreeing the final methodological approach for the witness interviews;
 - Design qualitative data collection tools to collect evidence on witness views;
 - Conduct the required qualitative fieldwork and analysis to gain insights from witnesses on their experiences of s.28;
 - Use the qualitative data to answer the research objectives and feedback findings to the Authority;
 - Produce a final report of publishable standard on the witness interviews.

Out of Scope

19. The following tasks are outside the scope of requirement:
 - An impact evaluation to provide robust evidence of the impact of s.28 on outcomes for the s.17(4) intimidated cohort.
 - An economic evaluation to determine the costs and benefits of implementing s.28.

Aims and Research Questions

20. The aim of the research is to explore witness views and experiences of s.28 and to identify whether the s.28 processes are working as intended for the s.17(4) intimidated cohort.
21. Key question areas (subject to topic guide development by the contractor) include:
 - How (and by whom), was the offer of s.28 communicated to witnesses?
 - Were witnesses aware that they could accept/decline the offer of s.28 and, if so, what were the motivations and barriers to take-up?
 - What were the witnesses' expectations and how did these differ from their actual experiences?
 - What were the practical issues with the process, and how could these be remedied during any wider roll-out?

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- How effective was s.28 at achieving its aims of: reducing stress and trauma for the witness; and making it easier for witnesses' to recall/recount events?

Methodology

22. Potential contractors must detail the methods that they propose to deliver the requirement, with justification for the approach(es) suggested. The requirement is for the contractor to conduct interviews with intimidated witnesses who have received s.28.
23. The Authority will input into and sign off all data collection tools. The supplier must build in time to incorporate feedback from the Authority into their planning process.
24. The contractor will be expected to work closely with the commissioners to plan and agree the detailed approach to the research and analysis. It is expected that the approach will be sensitive to potential geographical and contextual differences between the pilot areas.
25. At a minimum, bids should cover:
 - The methods and techniques that will be used to collect information from witnesses – including the steps that will be taken to prevent witnesses experiencing distress during the research process and any support services that will be made available to them;
 - The size and structure of the s.28 sample that is required to meet the research objectives and that can be accommodated within the specified budget;
 - An indication of the potential response rate that can be expected;
 - An outline topic guide detailing the main question areas that will be covered;
 - Details of the proposed analysis and reporting approaches;
 - Full consideration of the ethical and data protection issues relevant to the project and how they will be handled;
 - Evidence that the potential contractor has knowledge of the existing evidence base on research into special measures;
 - Evidence that the potential contractors has the practical capacity and technical skill/experience to deliver the research to the required standard;
 - Evidence that the potential contractor has the relevant skill/experience in conducting interviews with vulnerable groups on sensitive topics.

Outputs

26. Over the period of the contract the successful contractor must provide:
 - Weekly progress updates (via telephone or email)
 - A detailed research plan (following a project inception meeting with MoJ)

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- Regularly updated Risk Register (reviewed monthly)
 - Research tools (e.g. data collection tools and protocols for consent in line with GDPR requirements)
 - Updates for the evaluation steering group
 - A presentation on emerging findings after conclusion of the fieldwork and initial analysis
 - A report outline for the final report, setting out the main headings and subheadings to be included in the report.
 - A draft final report covering all aspects of the research including: a summary of the main findings, background and policy context, a high level summary of the methodologies, key findings and recommendations. Further information on methods and other technical information and supporting tables can be included as annexes. This will be presented in the MoJ format.
 - Final report of publishable standard incorporating feedback from MoJ-DAD, the wider policy team and peer review comments. The designated contract manager at MoJ-DAD will be responsible for collating and agreeing feedback from the various parties before passing it on to the contractor, and for obtaining sign off on final versions.
27. The aim is for the contractor to deliver 40 interviews however this is not a requirement given the timeframe for fieldwork and the smaller numbers of intimidated witnesses who have received s.28. It is agreed that work will be expedited once the contacts are available and to gather robust, diverse and comprehensive insight from as many participants as possible. There is flexibility within the agreement to review the approach to sampling on an iterative basis.
28. All draft reports must be complete including an executive summary, background and policy context, summary of the methods used and detailed description of the key findings. Bidders should ensure sufficient time and resource is set aside for drafting reports and responding to comments from those listed above. Whilst we cannot outline the number of drafts that will be required at this stage, as this will depend on quality of outputs, bidders should assume multiple rounds of comments will be required.
29. The Supplier will provide all outputs in plain English, and for these to be quality assured and proofread by the Supplier before submission to the Authority. All outputs will be reviewed by the Authority. Written reports must meet the standards set out in Annex A 'MoJ Publications Guidance'. The structure of the final report must be agreed with MoJ prior to drafting. MoJ holds the final decision on the appropriate dissemination of findings.
30. We would like the work to start in April 2022 and it is expected that the final output will be delivered by the end of September 2022.

PROJECT MANAGEMENT

Contractor obligations

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31. The project manager nominated by the contractor must have sufficient experience, seniority and time allocated to manage the project effectively.
 32. It is expected that following the project initiation meeting, regular contact will take place between the contractor and the MoJ by telephone, email, online and face to face meetings. The frequency of contact will be agreed at the project inception meeting.
 33. Tenderers must provide information about the technical skills and experiences of the proposed research team. This should as a minimum identify the project team that will be involved in working on the project, outlining their job/grade, skills, experience, the number of days that they will spend on the project, and the nature of their involvement.
 34. Tenderers must also:
 - Outline how the contract will be delivered in the event of staff changes during the project;
 - Provide details of how they will keep the commissioner updated on the progress of the project;
 - Describe in detail how they will manage this project to ensure that it runs to time and budget and;
 - Identify risks associated with the successful completion of the research and how they plan to mitigate them.

Reporting and governance arrangements

35. MoJ-DAD will nominate a contract manager, who will be the successful contractor's first point of contact during the project and will manage all administrative issues and contractual and technical matters. They or a nominated replacement will be available to deal with queries, be responsible for liaising with other colleagues during the course of the project, and ensure all parties are kept up to date on progress.
36. The contractor will be obliged to keep the MoJ project manager informed of progress by means of regular updates as required. Arrangements will be agreed by the MoJ project manager and the contractor and will likely include a combination of telephone and email updates and project meetings. The Authority shall reserve the right to call additional meetings when deemed necessary.
37. The s.28 evaluation steering group comprises government official from MoJ and other relevant stakeholders. It is crucial for the success of the evaluation that the steering group is fully involved in the project as it develops, and the contractor will be obliged to provide updates at steering group meetings. Any issues emerging between meetings will be discussed between the MoJ project manager and the contractor project manager.

Quality assurance

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38. All outputs shall be accurately drafted and proof-read before submission to MoJ. Poor quality outputs will be rejected by the MoJ.
39. All tenderers must commit to undertaking quality assurance of all deliverables and to provide details of the quality assurance procedures they have in place. The successful contractor will guarantee the accuracy of all outputs and detail what quality assurance processes have been undertaken. All research tools and project outputs will be agreed with the commissioner.

Risks

40. Tenderers must identify and assess the risks associated with undertaking the research and the proposals for managing and overcoming these. Bidders must provide a full risk register on award of the contract.

Timetable

41. Tenderers must confirm that they can meet the timetable below and outline how they will organise their team and research to do so. Alternative suggestions to how the work will be delivered are welcome, but a final quality assured, peer-reviewed report of publishable standard must be delivered by the end September 2022.
42. Suggested milestones are proposed below. If the milestones presented are not feasible, tenderers should provide their views of what can be delivered and when.

Table 1: Suggested milestones

DATE	SUGGESTED MILESTONES
March 2022	Contract awarded
	Project inception meeting
	Research plan submitted
April 2022	Final research plan report
April – June 2022	Qualitative fieldwork
May 2022	Presentation on emerging findings
July 2022	Peer-review-ready draft report
September 2022	Final report accepted

SECURITY

1. The successful contractor must ensure that some or all staff working on the project must have or be willing/able to obtain a Baseline Personnel Security Standard (BPSS) check.

Part 2 – Charges

PROJECT COSTS

1. The current budget for the work is £62,000.
2. Tenderers must submit clear costings for each aspect of the project. This must include a detailed breakdown of what activities each member of the research team will conduct with a specification of the time allocated and their daily rate; and any assumptions associated with the costs. Tenderers must demonstrate how their bid provides additional value in meeting the research aims while containing costs.

PAYMENT MILESTONES

3. Payment milestones will be tied to achievement of key stages of the contract.
4. Bidders must note that there is little scope for moving the interim summary reports, draft report and final report milestones within the project timetable.
5. The following milestones will be required:

Table 2: Payment milestones

Milestone and percentage of payment	Milestone	Expected date
Milestone 1 (30%)	Receipt and approval of final project plan and development of research tools (i.e. recruitment materials and topic guides)	31st April 2022

Milestone and percentage of payment	Milestone	Expected date
Milestone 2 (30%)	Completion of substantial fieldwork and presentation of emerging findings	31st May 2022
Milestone 3 (30%)	On delivery of peer-review-ready draft report	31st July 2022
Milestone 4 (10%)	On acceptance of the final report	30th September 2022