



Ministry  
of Justice

**LVPS**

**Buyer Contract**

**Evaluation of Courts and Tribunals Service Centres**

ZK Analytics Ltd  
Earlsfield Business Centre  
9 Lydden Road  
London SW18 4LT  
Company No 09217478

13<sup>th</sup> June 2025  
Ref: con\_25143

Dear Sir/Madam,

**Award of Buyer Contract under LVPS**  
**Evaluation of Courts and Tribunals Service Centres**

I am writing to inform you that **The Lord Chancellor** (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:

1. 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**”);
2. The Charges for the Deliverables are specified in Part 2 of Annex F;
3. Any special terms set out in Annex B to this letter apply to the Buyer Contract (each a “**Special Term**”);
4. 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;
5. 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 the contract is signed and the Expiry Date shall be **31/03/2026** 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 <b>The Lord Chancellor</b>		
Name:	[REDACTED]	
Job Title:	[REDACTED]	
Signature:	[REDACTED]	
Date:	[REDACTED]	

We accept the terms set out in this letter and its **Annexes**, including the Conditions.

Signed for and on behalf of <b>ZK Analytics Ltd</b>		
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 once you have signed:

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

If you have any queries, please contact me at [REDACTED].

Yours faithfully,

[REDACTED]

## Annex A Conditions

### 1. DEFINITIONS USED IN THE BUYER CONTRACT

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

<b>"Buyer"</b>	means the person identified in the letterhead of the Letter
<b>"Buyer Cause"</b>	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;
<b>"Buyer Contract"</b>	has the meaning given to it in the Letter;
<b>"CCS"</b>	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;
<b>"Central Government Body"</b>	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: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency
<b>"Charges"</b>	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;
<b>"Commercially Sensitive Information"</b>	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;
<b>"Confidential Information"</b>	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;
<b>"Controller"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Loss Event"</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018.;
<b>"Data Protection Legislation"</b>	(i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR. The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018;
<b>"Data Protection Officer"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the UK GDPR;

<b>"Data Subject Access Request"</b>	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;
<b>"Deliver"</b>	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. <b>"Delivered"</b> , <b>"Deliveries"</b> and <b>"Delivery"</b> shall be construed accordingly;
<b>"Deliverables"</b>	Offered Deliverables that are ordered under the Buyer Contract and described in Part 1 of Annex F;
<b>"DOTAS"</b>	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;
<b>"DPA 2018"</b>	Data Protection Act 2018
<b>"Electronic Invoice"</b>	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
<b>"Existing IPR"</b>	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)
<b>"Expiry Date"</b>	means the date for expiry of the Buyer Contract as set out in the Letter;
<b>"FOIA"</b>	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;
<b>"Force Majeure Event"</b>	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:  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,  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;
<b>"General Anti-Abuse Rule"</b>	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;
<b>"Goods"</b>	means the goods to be supplied by the Supplier to the Buyer under the Buyer Contract;
<b>"Good Industry Practice"</b>	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;
<b>"Government Data"</b>	<p>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</p> <p>b) any Personal Data for which the Buyer is the Data Controller;</p>
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"Independent Control"</b>	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 <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Information Commissioner"</b>	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;
<b>"Insolvency Event"</b>	<p>in respect of a person:</p> <p>a) if that person is insolvent;</p> <p>b) 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);</p> <p>c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business;</p> <p>d) 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;</p>
<b>"IR35"</b>	<p>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:</p> <p><a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a>;</p>
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Appendix 2 of Annex D;
<b>"Joint Control"</b>	where two or more Controllers jointly determine the purposes and means of Processing and <b>"Joint Controller"</b> shall be construed accordingly;
<b>"Law"</b>	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;
<b>"Law Enforcement Processing"</b>	processing under Part 3 of the DPA 2018;

<b>"Letter"</b>	the letter from the Buyer to the Supplier offering to enter into the Buyer Contract;
<b>"Losses"</b>	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;
<b>"LVPS"</b>	has the meaning given to it in the Letter
<b>"LVPS Contract"</b>	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;
<b>"Maximum Liability Amount"</b>	the amount specified in Annex C of the Letter;
<b>"Minimum Warranty Period"</b>	the minimum period for which the Supplier warrants the Deliverables specified in Annex C of Letter;
<b>"New IPR"</b>	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;
<b>"Occasion of Tax Non-Compliance"</b>	<p>where:</p> <p>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:</p> <p>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;</p> <p>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</p> <p>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;</p>
<b>"Offered Deliverables"</b>	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;
<b>"Party"</b>	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
<b>"Personal Data"</b>	has the meaning given to it in the UK GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the UK GDPR;
<b>"Processing"</b>	has the meaning given to it in the UK GDPR;
<b>"Processor"</b>	has the meaning given to it in the UK GDPR;
<b>"Processor Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under the Buyer Contract;
<b>"Prohibited Acts"</b>	<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>
<b>"Protective Measures"</b>	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;
<b>"Purchase Order Number"</b>	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;
<b>"Recall"</b>	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;
<b>"Relevant Requirements"</b>	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;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>"Request for Information"</b>	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);
<b>"Services"</b>	means the services to be supplied by the Supplier to the Buyer under the Buyer Contract;
<b>"Special Term"</b>	any special term specified in Annex B to the Letter;
<b>"Staff Vetting Procedures"</b>	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;
<b>"Suitability Assessment Questionnaire"</b>	The questionnaire completed by the Supplier as part of its application for inclusion in the LVPS, as set out at Annex E;



<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Processor related to the Buyer Contract;
<b>"Supplier Staff"</b>	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;
<b>"Supplier"</b>	means the person named as Supplier in the Letter;
<b>"Term"</b>	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;
<b>"Transparency Information"</b>	the content of the Buyer Contract, including any changes to the Buyer Contract agreed from time to time, except for:  (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and  (ii) Commercially Sensitive Information;
<b>"UK GDPR"</b>	the UK General Data Protection Regulation;
<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Workers"</b>	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) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>Working Day"</b>	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

2.1. In the Buyer Contract, unless the context otherwise requires:

- a) references to numbered clauses are references to the relevant clauses in these terms and conditions;
- b) 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;
- c) the headings in this Buyer Contract are for information only and do not affect the interpretation of the Buyer Contract;
- d) references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- e) the singular includes the plural and vice versa;
- f) 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
- g) 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.
- 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;

- 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;
- 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.
- 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.
- 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) wilful 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)

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:

- a) 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:

- a) 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;
  - 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;
    - 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.
  - 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**

- 13.1. 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](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;
  - 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;
  - 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
- 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.
- 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**

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**

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.

## **19. OTHER PEOPLE'S RIGHTS IN A CONTRACT**

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.

## **20. CIRCUMSTANCES BEYOND YOUR CONTROL**

- 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**

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**

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.

## **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.
- 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:
- 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
  - 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.

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 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**

34.1. 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 – NOT USED**

### **Special Terms**

## **Annex C**

### **Contract Management Information**

#### **PAYMENT**

The Buyer (including its various departments, agencies and arm's-length bodies) uses Basware eMarketplace to transmit purchase orders and receive invoices electronically. Supplier guidance on registration, receiving purchase orders and submitting invoices using Basware has been provided at the end of this Annex C.

Where Basware cannot be used invoices should be sent, quoting a valid purchase order number (PO Number), to:

Ministry of Justice  
PO Box 743  
Newport  
Gwent  
NP10 8FZ

[APinvoices-MOJ-U@gov.sscl.com](mailto:APinvoices-MOJ-U@gov.sscl.com)

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 our Accounts Payable section by email to the [APinvoices-MOJ-U@gov.sscl.com](mailto:APinvoices-MOJ-U@gov.sscl.com)

#### **DATE AND ADDRESS FOR DELIVERY:**

**Date of delivery:** The duration of the contract period.

**Address of delivery:**

HMCTS, Strategy and User Insight, 102 Petty France, London SW1H 9AJ

#### **BUYER'S ADDRESS FOR NOTICES:**

For the attention of the Contract Manager for con\_25143  
MoJ Commercial & Contract Management Directorate(CCMD)  
3.19, 10 South Colonnade, Canary Wharf London E14 4PU

Email: **[REDACTED]**

#### **BUYER'S AUTHORISED REPRESENTATIVE:**

**[REDACTED]**

#### **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 period.

**MAXIMUM LIABILITY AMOUNT**

The value of the contract.

**BASWARE SUPPLIER GUIDANCE**

Guidance found at [https://justiceuk.sharepoint.com/:w:/s/P2PSupport/Eeu7M-3ovqBJkjmiMOsz5KgBWfOl6YoaByijy0pLJK\\_dZA](https://justiceuk.sharepoint.com/:w:/s/P2PSupport/Eeu7M-3ovqBJkjmiMOsz5KgBWfOl6YoaByijy0pLJK_dZA)

## **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:
  - 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.
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:
  - 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
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Buyer Contract:
  - 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;
- 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;
- 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
- 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.
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:
- 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.
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.
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
  - a) the Controller determines that the Processing is not occasional;
  - 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.
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.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
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).
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**"):



- 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:
- 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.
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 and Data Subjects

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.

- (a) The contact details of the Buyer's Data Protection Officer are: Yinka Williams, [dataprotection@justice.gov.uk](mailto:dataprotection@justice.gov.uk).
- (b) The contact details of the Supplier's Data Protection Officer are: **[REDACTED]**
- (c) The Processor shall comply with any further written instructions with respect to processing by the Controller.
- (d) Any such further instructions shall be incorporated into this Appendix.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of Annex D and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>The Supplier will process a range of data from HMCTS, court users, legal professionals, HMCTS staff, to conduct an evaluation of Courts and Tribunals Service Centres. This data is likely to include primary and secondary quantitative and qualitative data, both anonymised and identifiable, including information on users' personal characteristics, call and other contact content, case management information, the experiences of users, professionals, and staffs' experience of the services, and other evaluation data regarding service delivery.</p> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Buyer Contract) for which Buyer is the Controller</li> </ul> <p><b>Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified</p>
Duration of the Processing	<p>For the data for which the Authority is Controller and the Supplier is Processor, data processing will be required over the length of the contract: June 2025 to March 2026. This applies to and for which the parties are Independent Controllers.</p> <p>For the data for which both parties are Independent Controllers, the data will be processed in duration that is in line with the parties' professional and regulatory obligations.</p>

Nature and purposes of the Processing	<p>For the data for which the Authority is Controller and the Supplier is Processor, processing will include the transfer, cleansing, and analysis of HMCTS MI and survey data, contact information of HMCTS staff, and public and professional users. It will also include the HMCTS survey data collected by the Authority. Furthermore, processing will involve constructing sampling frames and drawing samples from such data for the collection of qualitative and quantitative data from individuals through research instruments (such as surveys and interviews), which might also include recordings. This data will be stored and analysed; including statistical and qualitative analysis. Processing will also include destruction of data in accordance with GDPR.</p> <p>The purposes of data processing include to: screen/recruit participation surveys and interviews, produce understanding the characteristics of users of court services, evidence individuals' experiences and outcomes, generate learning from the implementation of reformed services, identify the impact of reforms, and disseminate findings to inform service improvements, policy decisions and the evidence base.</p> <p>For the data for which parties are Independent Controllers, the processing will include collection, recording and storage of personnel data. The purpose of data processing includes professional and regulatory obligations.</p>
Type of Personal Data	<p>For the data for which the Authority is Controller and the Supplier is Processor, personal data collected and processed as part of this evaluation might include name, address, email address, date of birth, telephone number, protected characteristics, content of their query, case number and other case related data such as start/end dates, type, stage etc.</p> <p>For the data for which both parties are Independent Controllers, personal data might include names, employment information and email addresses of personnel.</p>
Categories of Data Subject	<p>For the data for which the Authority is Controller and the Supplier is Processor, this includes public and professional users of services interacting with HMCTS reform systems and HMCTS staff.</p> <p>For the data for which both parties are Independent Controllers, this includes personnel data, including any contractors and temporary workers.</p>
Plan for return and destruction of the data once the Processing is complete	<p>For the data for which the Authority is Controller and the Supplier is Processor, the data will be retained for the duration of the study and then beyond up to a total of 12 months in line with GDPR regulations before being destroyed. For the data for which both parties are Independent Controllers, the data will be retained in line with the parties' professional and regulatory obligations.</p>
UNLESS requirement under Union or Member State law to preserve that type of data	

**Annex E**  
**Suitability Assessment Questionnaire**

**[REDACTED]**

## Annex F

### Part 1 – Deliverables

#### Specification Specification Document

<b>Title of Request:</b>	Evaluation of Courts and Tribunals Service Centres
<b>Estimated Total Value:</b>	£100,000 excluding VAT
<b>Duration of Engagement:</b>	Estimated 10 months
<b>Required Commencement Date:</b>	Estimated June 2025

#### 1. Introduction

This project is being commissioned by HM Courts and Tribunals Service (HMCTS). HMCTS is an executive agency of the MoJ, responsible for the courts and tribunal system in England and Wales and non-devolved tribunals in Scotland and Northern Ireland.

The HMCTS Reform programme is large and complex, made up of over 30 separate projects spanning multiple years with an investment of over £1bn. Launched in 2016, it aims to bring modern technology and new ways of working to the courts and tribunals system with the aim of delivering a system that is just, proportionate and accessible.

As part of the Reform Programme, Courts and Tribunals Service Centres (CTSCs) have been introduced to provide quicker, more consistent, and accessible support services to users of the courts and tribunals. CTSCs currently support several jurisdictions, including civil, family, tribunals and crime. They offer information, guidance, and clear signposting to help resolve user queries efficiently. Additionally, CTSCs are intended to play a key role in case progression, ensuring cases move efficiently through the system. CTSCs handle the majority of customer communication via telephone, scanned court documents, online forms, and online messaging.

This specification sets out the requirement for a suitably qualified and experienced contractor (“the Supplier”) to conduct a robust process evaluation of CTSCs. The aim of the evaluation to collect robust evidence about CTSCs to understand public and professional users’ and CTSC staff’s experience of the contact function of CTSCs and how the processes are working. It will cover Crime, Civil, Family and Tribunals jurisdictions. The CTSC evaluation will be a process evaluation that will focus on users’ experiences with CTSCs when they contact them via telephone, email or webchat. It will not seek to understand the wider role of CTSCs in supporting the implementation of reformed digital services, as this is covered by evaluations of digital services.

#### ***Responding to the evaluation requirements:***

Bidders are invited to propose an evaluation design which they think best meets the requirements as outlined in this document, with a maximum budget of £100,000 (excl. VAT). Bidders are asked to provide costs for an evaluation design, based on the mandatory requirements set out in Section 3 of this document.

The Authority accepts that where responses to requirements are provisional on the outcomes of delivery of the evaluation proposal described below, they may be subject to revision and change. However, bidders should understand that subsequent adjustments to proposals and plans must be delivered within the maximum total cost submitted in their proposal.

#### 2. Background to the Requirement

## HMCTS Reform Evaluation Framework

The MoJ is conducting an overarching evaluation of the HMCTS Reform programme. The HMCTS Reform Evaluation [Progress Report](#) published in March 2023 sets out the methodological approach, including the Theory of Change, research questions, and the extent to which the evaluations will be able to draw conclusions on the impact of Reform, a summary of the existing evidence and research conducted to date, and future research and analysis plans, including the CTSC evaluation.

The overarching evaluation of HMCTS reform will cover how reform has been implemented; lessons learned; experiences of reform for citizens, professionals, staff and judiciary; and, for some elements of reform, how reforms have achieved or affected outcomes (primarily related to access to justice and vulnerable users). Given the complexity of the reform programme, the evaluation is taking a theory-driven approach, structured around a Theory of Change. This identified four thematic areas of HMCTS reform activity:

- Thematic Area 1: Adding new channels and redesigning existing channels around user needs;
- Thematic Area 2: Enhancing the use of audio and video hearings;
- Thematic Area 3: Consolidating the court estate and investing in court infrastructure;
- Thematic Area 4: Introducing new support services.

For more information on the Theory of Change and our plans for the overarching evaluation see our published framework<sup>1</sup> and the HMCT Reform Evaluation Progress Report<sup>2</sup>.

## CTSC Evaluation

This evaluation is an important element of the overarching evaluation of the HMCTS Reform programme. It will address evidence gaps in Thematic Area 4 of the HMCTS Reform Theory of Change 'Introducing new support services'. The evaluation will aim to develop evidence on users' experiences of CTSCs, barriers and enablers to accessing the service and areas for improvement. The focus of this evaluation will primarily be on the contact function (e.g. telephone, email, webchat) and the case progression aspect will be covered by evaluations of digital services. The evaluation will also contribute to the evidence base on the impact of CTSC on access to justice and operational resources, supporting continuous improvement and wider policy development in the department, underpinning the objective to ensure swift access to justice. The evidence produced is also necessary for holding HMCTS and the MoJ accountable to Ministers, the Judiciary, Parliament, and the wider public.

The evaluation will cover Crime, Civil, Family, and Tribunal jurisdictions. There has been a staggered roll out of HMCTS reform, with services becoming digitised and transitioning to CTSCs at different times. An internal study (Phase 1 of the evaluation) has been completed with staff at local courts and offices for Employment Tribunals and Private Family Law before these services transition to CTSCs. The aim of this internal study was to provide a 'before' picture for those service areas, to contextualise the support delivered by CTSCs. This research included interviews with staff and observations of staff handling user queries via email and phone. The internal study (Phase 1) Interim report, the raw findings and research materials will be shared with the Supplier for the synthesis and inclusion in the evaluation, where appropriate.

## Dates of the contact function transition to CTSCs:

- Probate – March 2019
- Divorce – January 2018
- Single Justice Service (SJS) – September 2017
- Crime – January 2021
- Online Civil Money Claims (OCMC) – September - December 2020
- Family Public Law (FPL) - March 2020
- Immigration and Asylum (IAC) – June 2020
- Social Security and Child Support (SSCS) – June 2019
- Financial Remedy – January 2018
- Video Hearings (VH) – November 2019
- Private Family Law (PrL) – February 2025 to January 2026 (TBC)

These service areas are currently within the scope of the evaluation. The transition date for Employment Tribunals is likely to fall outside the evaluation window, therefore, this service is out of scope for this contract. The Supplier will be required to work with HMCTS, including managers of HMCTS service and operational teams, to develop and deliver the evaluation.

### 3. Requirement

The Supplier must conduct a process evaluation of CTSCs. The evaluation undertaken by the Supplier should meet the following research objectives:

1. To understand public and professional users' and CTSC staff's experiences of the contact function of CTSCs and how the processes are working.
2. To understand how the processes for the contact function of CTSCs are working, where they are working well and to identify areas for improvement.

#### **Project Overview**

This evaluation consists of a scoping phase, the evaluation delivery and the reporting phase. The scoping phase involves developing and agreeing the methodology and research materials for the process evaluation. Delivering the evaluation entails delivering an agreed approach for a process evaluation and the reporting phase involves the synthesis and reporting of the findings.

The evaluation is expected to commence in June 2025 and will finish in March 2026. Changes to the reform timescales and priorities may mean that the delivery of certain elements of the evaluation within the contract is not possible. Therefore, break clauses will be added in the contract to reserve the right to amend or terminate it if the delivery of relevant milestones is not feasible. Flexibility may also be required in terms of the end point of the contract. Please refer to the Timetable (Section 11) for more information.

#### *Scoping*

The Supplier will be expected to consider the feasibility of different methods for the process evaluation. The Supplier should consider the robustness of the methodology, the availability of necessary data, and operational logistics (e.g., time and resource constraints). We expect the Supplier to:

- Undertake an evidence synthesis using existing evidence, prior research and resources provided by the Authority, including the findings from the internal study (Phase 1);
- Consult service and operational teams;
- Review research materials from the internal study (Phase 1);
- Assess sample MI data;
- Finalise the evaluation proposal for the process evaluation.

The process evaluation is expected to take a 'top-down' approach across all jurisdictions and services as opposed to undertaking separate process evaluations for each specific service area. It is expected to provide an understanding of the implementation of CTSC in general (cross-cutting), as well as identify the salient features (such as the commonalities and differences) among individual services and user groups. It will use a mixed-methods approach to collect evidence using quantitative and qualitative research methods. This will include quantitative surveys, qualitative interviews, observations, analysis of MI and other secondary data.

Working with HMCTS, the Supplier will deliver the proposal for the process evaluation and agree the most appropriate methods. The Supplier will also prepare an overarching plan for the project.

The Supplier will be expected to respond to feedback from our internal stakeholders (responsible for service and operational alignment and implications of the evaluation).

#### *Evaluation Delivery*

Working with the Authority, the Supplier is expected to deliver a process evaluation that can address the research objectives. We propose a mix-methods approach to collect quantitative and qualitative evidence in the design and delivery of the process evaluation. This includes:

- Surveys with CTSC staff

The research should include online surveys with CTSC staff (support officers and team leaders) across all service centres. The Authority will provide the sample and the sampling and recruitment is anticipated to follow a census approach. In designing the survey, careful consideration will need to be given to questionnaire design, data collection, number of reminders. The questionnaire must be developed in conjunction with the Authority and must collect robust evidence to answer the research questions above. The Supplier must process, quality assure and analyse the data collected in the surveys. An analysis plan will be agreed and signed off by The Authority, prior to the analysis being conducted.

- Surveys with public users and legal professionals

The research should include surveys with public and professional users who contact CTSCs via phone, email and webchat. HMCTS already runs an exit survey to assess contact satisfaction and the questions on the exit survey can help in part answer some of the research questions for this evaluation. The Supplier will be expected to review the existing exit survey, identify any gaps and construct additional survey questions to be added to the exit survey. The amended exit survey will be administered by HMCTS. The raw data from the survey will be shared with the Supplier for the analysis. The ability to change the sampling or recruitment approach or the overall design for the exit survey will be limited. The Supplier must process, quality assure and analyse the data collected in the surveys. An analysis plan will be agreed and signed off by The Authority, prior to the analysis being conducted.

Due to incomplete data for sampling users who contact CTSCs, administering a separate bespoke survey is out of scope for this evaluation.

- Qualitative interviews with public users, professional users and CTSC staff

The research should include qualitative interviews with public users, professional users and CTSC staff to explore their experiences in more depth. We anticipate that interviews with public and professional users will be administered via video or phone call. Interviews with CTSC staff could be administered via video call or in-person before or after the observations. The Authority will share topic and observation guides from the internal (Phase 1) research to inform the development of research materials for this evaluation.

- In-person observations in CTSCs

The Supplier is expected to conduct in-person observations with CTSC staff in five service centres. Observing staff in their delivery of the contact function should allow a more nuanced understanding of barriers and enablers in delivering support. Additionally, observing actual behaviours and practices should also allow a fuller picture of how well CTSC staff feel equipped to support users and deliver quality service. The Supplier will be required to develop and agree the observations guides with HMCTS.

- Management Information (MI) and other existing data

The Supplier will be expected to analyse MI and secondary data to answer the research questions. This analysis will be dependent on the availability and quality of relevant data. This may include MI data from the telephony and other systems (e.g., volume and types of queries, duration of calls, call transcripts, call drop-out rates etc), complaints data, and exit surveys. This data will be provided by HMCTS to the Supplier. The Authority can also provide anonymised data from the internal (Phase 1) research, however, the analysis of internal (Phase 1) qualitative data is out of scope for this evaluation.

Expected minimum sample sizes:

Online survey	CTSC staff	120
	Public and professional users	Collected via a routine HMCTS exit survey; no set target
In-depth interviews	Public users	33 (3 per service)



	Professional users	15 (about 1-2 per service)
	CTSC staff	30 (about 2-3 per service)
Observations	CTSCs	5 Service Centres (half day observations, excluding CTSC staff interviews)

### Reporting

The analysis, synthesis and outputs should provide coherent evidence to answer the research questions. The Supplier will be expected to conduct an analysis of all the primary data and synthesis of secondary data and other empirical evidence, including the findings from the internal (Phase 1) research. We expect the Supplier to prepare a final report and presentations, and to submit at least two draft versions of the report and presentation until they are of publishable standard. The reports, presentations and other outputs will be developed and agreed in consultation with the Authority. The final report should be concise and no more than 50 pages long (not including appendices and annexes). It will be published on gov.uk in line with the GSR publication protocol.

### Bidders must provide:

- a project plan, detailing how they propose to deliver the above requirement;
- a proposal for procedures for recruitment and contact;
- a proposal for development of research materials, testing and administration of surveys, observations and interviews, and for assessing low response and potential bias;
- a proposal for quantitative and qualitative data analysis, data cleaning, handling of incomplete and missing data and statistical techniques to be used;
- any implications and caveats that will be associated with the recommended methodology;
- their approach to triangulating the analysis from across the methodologies and synthesising the findings into a concise and clear report;
- a risk register which demonstrates their consideration of the expected key risks and challenges, any skills, knowledge and expertise in the proposed research methodologies and access to justice, and how this will mitigate the key risks wherever possible;
- if deemed necessary, proposals for alternative approaches to those set out in this document, outlining their rationale, where they consider this will better meet the research objectives, but these must be costed separately;
- an approach to quality assurance which should be aligned with the government standards;
- an outline of what, if anything, they expect from the Authority to assist with this process.

## 4.Aims

The objectives and research questions of this evaluation are:

### 1. To understand how the processes for the contact function of CTSCs are working, where they are working well and to identify areas for improvement.

- What are the volumes and type of users who contact CTSCs?
- Are CTSCs able to effectively respond to user demand?
- What percentage of customer queries are CTSCs able to resolve?
- What type of customer queries are CTSCs unable to resolve, and why?
- How has the contact function of CTSCs been implemented?
- What has worked and not worked well for CTSCs when responding to users?
- What aspect of the contact function of CTSCs could be improved?

### 2. To understand public users' experiences.

- What are public users' experiences and perceptions of the contact function of CTSCs?
- To what extent are public users satisfied with the contact function of CTSCs?
- Do users experience a consistent/standardised service?
- How were public users made aware of CTSC support?
- Do users feel they are offered the appropriate level of support?
- Are users able to reach a human advisor when necessary?
- Are users able to contact CTSCs at a convenient time?
- Are users able to contact CTSCs through a method of their choice?
- Do users feel that their queries are resolved by CTSC staff?

### **3. To understand professional users' experiences.**

- What are professional users' experiences and perceptions of CTSCs?
- To what extent are professional users satisfied with CTSCs?
- Do users experience a consistent/standardised service?
- Are professional users accurately routed to specialist advisors when needed?
- Are professional users able to contact CTSCs at a convenient time?
- Do professional users feel that their queries are resolved by CTSC staff?

### **4. To understand CTSC staff experiences.**

- Do staff feel they have the knowledge to deal with users' queries?
- Do staff feel that performance measures are focused on user satisfaction and continuous improvement?
- Do staff feel that the physical CTSC and/or operating virtually provides them with the right environment to operate effectively?
- Do staff face any barriers which impact their ability to operate effectively?

## **5. Objectives (Measurable Outputs)**

The following outputs must be delivered as part of this contract. The activities and time required to deliver each output must be fully and individually costed.

1. Inception
  - An inception meeting to discuss and clarify the requirements and scope of the project.
  - Initial scoping consultations with key individuals to provide further detail on the background to agree the project plan.
2. Project Management
  - Regular progress updates and decision log.
3. Scoping
  - Delivery of a proposal for process evaluation, including:
    - proposal for MI and secondary data analysis;
    - proposal for survey, observations and recruitment approaches, agreed with the Authority;
    - draft questionnaires, observation and topic guides for all user groups agreed.

#### 4. Delivering the Evaluation

- Deliver a process evaluation, including:
  - cognitive testing of questions;
  - reports from the development and testing stage;
  - plan setting out the recruitment approaches including recruitment materials;
  - qualitative and quantitative fieldwork;
  - primary data analysis (of qualitative and quantitative fieldwork data);
  - synthesis of MI and other existing data analysis;
  - regular progress and quality assurance reports e.g. fieldwork management reports.

#### 5. Reporting

- A skeleton report setting out the main headings and subheadings to be included in main report.
- An outline of the primary data analysis outputs to be delivered (to be confirmed but likely to include report of top line summary tables and series of data tables potentially with significant differences indicated).
- Fully quality assured primary data analysis outputs in line with the outline above. The datasets provided must be formatted in line with UK Data Service requirements, to enable sharing at a later point.
- Full draft and final report, including an accessible executive summary, signed off by the Authority, following the format provided by the Authority.
- A 2-page infographic of publishable standard.
- Draft and final technical report or annex of publishable standard signed off by the Authority. These should cover all aspects of methodology from development through to final dataset and guidance for analysis.
- Final findings presentation for the Authority and other colleagues.
- Satisfactory delivery of each output is dependent on approval from the Authority. The Supplier should assume a minimum of two rounds of comments, in addition to external peer review for publishable outputs, will be required prior to outputs being approved as satisfactory.

In accordance with Government Social Research (GSR) protocols on transparency, we intend to publish report(s) from this project. The successful bidder must use the Authority's research publication template and guidance for final reports. Best practice for government research publication includes peer review by external experts. The successful bidder must be aware of this requirement. The final dataset, report and associated documentation accepted by the Authority will become property of the Authority.

#### 6. In Scope, Out of Scope

- be specific on what is to be included
- what is excluded
- what is optional

#### The following tasks are in scope:

- Design in consultation with the Authority, the research tools (survey questions and questionnaire, interview and observation guides). This will include agreeing final content and structure of the research tools and cognitive testing of the questions.
- Design in consultation with the Authority, the recruitment strategy and fieldwork and evaluation methodology.
- Consider ethical implications of data collection strategy and identify any steps needed to ensure the project satisfies GSR ethical guidelines<sup>3</sup>.
- Conduct fieldwork, including piloting approach, to collect data to satisfy research aims outlined above.

- Attend project inception meeting with the Authority, provide regular project updates and summaries of emerging findings.
- Report any emerging risks/issues so the Authority and the Supplier can take steps to address these.
- Produce the final findings report of publishable standard (including draft reports) in line with GSR publication guidelines covering the research findings. The Supplier will also be expected to produce a technical report or annex covering every aspect of methodology and an infographic.

Bidders are welcome to suggest additional and alternative activities to help support the research objectives if they fall within the budget limits. It will up to the Authority to decide whether any additional activities will be included in the final scope.

**The following aspects are out of scope:**

- Analysis of the internal research (Phase 1) qualitative data
- The administration of the HMCTS exit survey
- A bespoke, separate survey of public and professional users who contact CTSCs
- Services that are not supported by CTSCs
- The case progression function of CTSCs
- MOJ and HMCTS policy is that incentives can only be offered to research participants in exceptional circumstances. Exceptional circumstances (for participants other than offenders and criminal defendants, who will not be incentivised) might include cases where there is clear and compelling evidence that the integrity of the research will be compromised, or the participants significantly disadvantaged, if incentives are not provided. If bidders wish to propose incentives, the associated cost should be included in the overall budget.

## 7. Location of Assignment

Weekly progress meetings, consultations with service and operational teams, and presentations will be held remotely.

We expect interviews, analysis and reporting to be completed remotely. Observations will be conducted in person at the following sites:

- Birmingham – Probate
- Stoke on Trent – OCMC, Divorce, Financial Remedy, Family Public Law, SJS, Video Hearings
- Loughborough – IAC & SSCS
- Salford – Crime & SJS
- Newport – Crime

## 8. Regulatory requirements

### Data Protection

All data will be collated and stored in accordance with the Data Protection Act 2018, Freedom of Information Act 2000, the General Data Protection Regulation (Regulation (EU) 2016/679) and Government Economic and Social Research Team guidelines<sup>4</sup>. All published output from the evaluation will be anonymous. The successful contractor must comply throughout the project with the MoJ data protection policy, as set out in Appendix G and Appendix I.

Bidders shall demonstrate their processes for dealing with data securely and, as a minimum, how they will comply with Ministry of Justice data protection policy. Proposals must cover how data will be transferred, handled, analysed and stored including retention schedules.

The successful contractor must ensure that all staff working on the project have had a Baseline Personnel Security Standard (BPSS) check at minimum and willing to obtain a higher security clearance if needed.

### **Freedom of Information**

The Ministry of Justice is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2005. Accordingly, all information submitted to the Department may need to be disclosed in response to a request under the Act. If bidders consider that any of the information included in their tender is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Bidders should be aware that, even where they have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Bidders should also note that the receipt of any material marked 'confidential' or equivalent by the Department should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

## **9. Service Levels**

### **Supplier obligations**

The project manager nominated by the Supplier must have sufficient experience, seniority and time allocated to manage the project effectively. It is expected that following the project initiation meeting, regular contact will take place between the Supplier and the Authority by virtual meetings, telephone, or email.

### **Reporting and governance arrangements**

The Authority will nominate a contract manager, who will be the Supplier'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.

Day to day management of the work will be by overseen by the project manager in HMCTS. Formal and timely updates will be provided to the wider service team and emerging issues will be discussed. The Supplier may be invited to attend if necessary.

The Authority contract manager will be responsible for liaising with other colleagues in HMCTS and MoJ during the course of the project, ensuring all parties are kept up to date.

Regular progress meetings will take place over MS Teams at the start of the project and before the delivery of key milestones and any other point where necessary, to discuss progress and ensure delivery against timelines. Progress reports including emerging current issues/ risks and mitigation should be submitted on a quarterly basis.

### **Quality assurance**

The Supplier must commit to undertaking quality assurance of all deliverables. The Supplier will have to guarantee the accuracy of all outputs. Bidders must provide details of the quality assurance procedures they have in place.

### **Risks**

A risk is any factor that may delay, disrupt or prevent the full achievement of a project objective. All risks should be identified. For each risk, the register should assess its likelihood (high, medium or low) and specify its possible impact on the project objectives (again rated high, medium or low). A risk register should include appropriate actions that would reduce or eliminate each risk or its impact. The Supplier will be required to immediately report any factors that may delay, disrupt or prevent the delivery of the project. Failure to monitor the risks and report them to the Authority may result in the Supplier failing to successfully fulfil the obligations. In that case, the Authority will follow the termination procedures outlined in the Contract.

**Bidders must** identify and assess the risks associated with undertaking the research and the proposals for managing and overcoming these. They must also provide a full risk register for all elements of the project, that outlines what they believe the key risks to delivering the project will be and what contingencies they will put in place to counter them.

## 10. Security arrangements for Consultants

- Baseline Personnel Security Standards (of which Disclosure Scotland is a part) are a default requirement in any Research contract.

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

The successful contractor must ensure that all staff working on the project have had a Baseline Personnel Security Standard (BPSS) check at minimum and willing to obtain a higher security clearance if needed.

## 11. Timetable

The Supplier must confirm that they can meet the timetable below and outline how they will organise their team and research plan to do so. Alternative suggestions to how the work will be delivered are welcome but a final quality assured report must be delivered by the end of March 2026.

*Table 2. Suggested timetable*

Key task	Proposed timelines
Contract awarded	June 2025
Project set up	June - July 2025
Fieldwork	July - September 2025
MI and secondary data analysis	July - September 2025
Primary data analysis	October 2025
First draft report	December 2026
Final report and presentation delivery	March 2026

### Payment Milestones

Suggested milestones are proposed below. If the milestones are not feasible, the Supplier should provide their views of what can be delivered and when. Bidders are welcome to suggest alternative timings to those set out below, within these overall constraints. Payment milestones will be tied to achievement of key stages of the contract.

*Table 3. Payment milestones*

Milestone	% of payment budget	Expected date
1. Receipt and approval of project plan and proposal for process evaluation	10%	July 2025
2. Completion of fieldwork	30%	September 2025
3. Completion of primary, MI and secondary data analysis and delivery of the analytical outputs	20%	November 2025

4. Completion of the draft report	20%	January 2026
5. Delivery of quality assured and agreed outputs, final report and presentation of findings	20%	March 2026

## 12. Outcome

We expect a coherent and accessible evaluation of CTSCs to be delivered. Other tangible outputs are outlined in Sections 3 and 5. The Supplier should deliver on these outputs within the specified time frame.

### Escalation

The Authority will agree more precise milestones with the Supplier for each stage of the project. The project will have an identified HMCTS project manager who will be responsible for liaising with the Supplier and managing the project according to project management e.g. monitoring progress, managing risks and escalating issues. The Supplier will actively manage risks, seek to mitigate them and develop contingency plans if necessary. The Supplier will be expected to nominate a lead person with overall responsibility for the project and risk management.

**Supplier Bid**  
**[REDACTED]**

## Part 2 – Charges

The total value of this contract will be £93,650.00 (excluding VAT).

### Breakdown of Costs

**[REDACTED]**

### Payment Milestones

**[REDACTED]**