

[REDACTED]

[REDACTED]

CONTRACT AWARD LETTER

CONTRACT FOR IICSA: 1174 PUBLISHING SERVICES

1. The documents listed below form a binding Contract (the "Contract") between the Secretary of State for the Home Department ("the Home Office"), represented by the Independent Inquiry into Child Sexual Abuse (the "IICSA") and Just Content Ltd with offices at [REDACTED] (the "Contractor"):
 - (i) This Contract Award Letter.
 - (ii) The Specification (Annex A to the Invitation to Tender (the "ITT")).
 - (iv) The Conditions of Contract (Parts A and D (read together) (Annex B to the ITT)
 - (v) The tender submitted by the Contractor, dated [REDACTED] (Annex D).
 - (vi) Your complete Price Schedule, dated [REDACTED] (Annex C).
3. In the event of conflict between any of the documents forming the Contract, the conflict shall be resolved by giving precedence to the documents in the order set out above.
4. In consideration of the full and proper performance by the Contractor of this Contract and subject to the other terms of this Contract, the Home Office, represented by the IICSA, shall pay the prices, rates and expenses specified in the price schedule at Annex C.

Contract Term

6. Subject to any termination provisions within the Contract, the term of the Contract shall commence on [REDACTED] (the "Effective Date") and shall terminate on [REDACTED]. The Home Office, represented by the IICSA, reserves the right to extend the term of the Contract by up to nine months in three month increments, from [REDACTED] to [REDACTED] by giving the Contractor not less than one month's written notice. No extension is guaranteed.

Prices and Invoicing

7. The maximum value of the Contract is £100,000.00 (exclusive of Value Added Tax (VAT)). The rates that apply shall be those submitted by the tenderer in the Price Schedule at Annex C, dated [REDACTED]. The Contractor shall be paid for all work undertaken as part of the Contract, at the appropriate rates at Annex C, dated [REDACTED]. The Contractor must not exceed this maximum value without the prior written approval of the IICSA. The Contract value shall be reviewed on a quarterly basis between the Parties to the Contract to assess the level of expenditure under the Contract.
8. All charges shall remain unchanged for a period of one year from the Contract award date and shall then be subject to review, linked to indexation, subject to the Contract being

extended for a further nine months in three month increments ([REDACTED] to [REDACTED]).

9. The review will be varied in line with the Office of National Statistics Average Earnings Weekly Index (Regular Pay) Payments (excluding bonuses) with effect on the third anniversary of the Effective Date. This will be based on the index average increase or decrease for the previous year using the most recent published figure over a 12 month period. Any increase or decrease will be capped at 2%.
10. No price variation shall be retrospective. The Contractor may propose price reductions at any time.
11. The Contractor should submit invoices by email to the IICSA finance team, copied to the IICSA Contract Manager [REDACTED] and Senior Contract Manager [REDACTED]. Invoices should include the following information:
 - company name and address
 - invoice date
 - unique invoice number
 - Purchase Order number
 - description of services/goods provided, including:
 - working title of project (provided by Publications Manager in initial brief)
 - date service(s)/good(s) were provided
 - detailed breakdown of amounts charged
 - supplier payment details

If invoices are not received by the Finance department of the Inquiry, showing all details required, we can not guarantee payment. Any deviation from the initial estimate must be agreed in writing by the Publications Manager or payment will not be made.

Contract Representatives

12. The Home Office's representatives for this Contract, represented by the IICSA, are:

[REDACTED]

[REDACTED]

[REDACTED]

13. The Contractor's representative for this Contract is:

[REDACTED]

14. In addition, the Key Personnel delivering the Contract are as follows:

[REDACTED]

[REDACTED]

Tax

15. The Home Office may consult Her Majesty's Revenue and Customs (HMRC) for advice as to whether Schedule D or E tax applies to payments made under this Contract. The decision will be based upon the content of the Contract. Copies of the Contract may be submitted to HMRC. As there may be some delay before the decision is made, it may be

necessary for the Home Office to deduct tax from early payments under the Contract. Such tax will be refunded if HMRC advise that Schedule D tax applies.

Premises

16. The Services shall be performed at locations to be advised by the Home Office, represented by the IICSA. Arrangements shall be formally confirmed at the start of the Contract.

Execution

17. The Parties have executed and delivered this Contract as of the Effective Date.

Signed

Signed

Name

Name

Position

Position

Date

Date

for and on behalf of the
Home Office

for the Contractor

Please confirm acceptance of this Contract as soon as possible by signing and returning this document to [REDACTED]. The Home Office, represented by the IICSA, will accept a PDF version.

SPECIFICATION

1. Introduction

1.1 The Independent Inquiry into Child Sexual Abuse ('the Inquiry') is seeking to commission a publishing services company to provide:

- copy editing of investigation and research reports and other Inquiry publications
- proofreading of investigation and research reports and other Inquiry publications
- related publishing services work as required (eg copywriting, plain language editing, illustration, layout, infographics, charts, tables etc.)

1.2 The Inquiry is seeking to appoint a supplier with expertise in providing the above services. The supplier must have a proven track record of delivering ethical, high quality publishing projects for government or other high profile clients. They must also have the capacity to deliver the project within challenging timescales, be responsive to queries, and have the capacity to undertake robust quality assurance processes involving multiple review stages and internal authors. Experience with the subject matter and/or experience in working with government publications is required.

1.3 The Inquiry supports the government's target for 33% of central government buying to go to small businesses by 2020. We look to ensure a fair and equal opportunity for all to bid for our contracts.

1.4 The Inquiry is under no obligation to offer the supplier work. This will be a call off contract and no spend is guaranteed.

2. Background to the Requirement

2.1 The Purpose of the Inquiry is set out in its Terms of Reference:

1. To consider the extent to which State and non-State institutions have failed in their duty of care to protect children from sexual abuse and exploitation; to consider the extent to which those failings have since been addressed; to identify further action needed to address any failings identified; to consider the steps which it is necessary for State and non-State institutions to take in order to protect children from such abuse in future; and to publish a report with recommendations.

2.2 Under point 2 of the Inquiry's Terms of Reference, the Inquiry is required to produce regular reports. The list of investigations can be found on the Inquiry's website.

2.3 The Inquiry wishes to commission a publishing services company to assist in the production of these reports, in addition to any other publications as required by the Inquiry (for example, research reports, Truth Project publications or other print or online communications materials).

3. Scope of the Requirement

3.1 The publishing services supplier will be briefed by the Inquiry's Publications Manager, and will work to the standards outlined in section 6.

3.2 Inquiry publications can include, but are not limited to, investigation and research reports, Truth Project publications and other communications materials.

3.3 The supplier will provide copy editing, proofreading and other publishing services, including but not limited to copywriting, plain language editing, illustration, layout, infographics, charts, tables etc. for the production of Inquiry publications as defined in section 3.2.

3.4 The supplier may be expected to deliver approved print-ready PDFs to the printer's specifications, but is not expected to print, bind or finish.

3.5 The supplier must provide the original application files used in the production of the final publication (e.g. InDesign, Photoshop, GoogleDocs, etc.) upon request by the Publications Manager.

3.6 The supplier must abide by all security requirements under section 7.

4. The Requirement

4.1 The Publications Manager will provide the supplier with a specific brief for each project. The brief will include the following:

- project title (to be included in all correspondence, estimate and invoice)
- handover date
- delivery date
- budget and schedule
- any requirement for sample work to be submitted
- description of the tasks
- any reference materials required for the job
- description of the deliverables to be provided by the deadline

4.2 Upon receipt of the brief for the project, the supplier will provide:

- an estimate for approval (any work done prior to approval will be considered work at risk and must be approved by the Publications Manager)
- a sample of work done, if required
- the deliverables, on budget and schedule (unless by prior agreement with the Publications Manager)

4.3 The supplier must ensure that they have sufficient resources to provide services for the volume and short time scales described in section 5.

4.4 The supplier will provide the services requested at the quality and standards described in section 6.

4.5 The supplier must abide by all security and information management requirements as described in sections 7 and 8.

5. Volume

5.1 The volume of work will vary based on Inquiry requirements. The supplier could expect to copy edit and/or proofread up to 10 investigation reports ranging from 100-200 pages in extent, plus a number of smaller (10-50pp) research or other publications, and to provide other publishing services

(e.g. illustration, infographics, layout, plain language editing etc.) as required on an ad hoc basis.

5.2 The supplier must ensure that the volume of work can be achieved at the quality required, on the schedules provided by the Publishing Manager. Schedules are often extremely short, and work may be provided with short notice (24-48 hours).

6. Standards/Quality

6.1 The supplier will be expected to meet the standards described in the Society for Editors and Proofreaders (SfEP) Code of Practice (or equivalent) and will ensure that the names and professional qualifications of all editors, proofreaders and any persons working on Inquiry publications are provided to the Publishing Manager prior to work commencing. All persons working on Inquiry publications will be expected to have a high level of competence and professionalism.

6.2 Expected standards – the copy editor and/or proofreader must:

- understand publishing workflows and terminology and in particular how this applies to government publications
- work collaboratively, following best practice in communication and meet all responsibilities for communication requirements
- communicate well and with good judgment, including raising queries in good time, clearly, diplomatically and with suggested solutions; respond promptly and comprehensively
- work within the schedule and budget provided by the Inquiry, often under pressure
- understand and apply best practice in file and documentation management, with excellent knowledge of GoogleDocs, Adobe Acrobat and other software as required
- protect all Inquiry files (see section 7, security)
- understand and apply copy editing and proofreading mark-up including BSI 5261, GoogleDocs/MS Word Comments, PDF tools etc as required
- apply editorial and proofreading standards in context and know how to deal with any perceived errors, omissions or other problems
- apply editorial and proofreading mark-up with excellent judgment, including spelling, punctuation and grammar; numeracy; referencing; identifying readability and logical flow
- provide plain language writing/rewriting services where required
- understand the extent of a copy-editor's and of a proofreader's remit, and how they differ, including tasks required or implied by the brief provided
- interpret, apply and add to the Inquiry house style and extend or create a systematic style sheet for a specific job.

6.3 The expected standards of other publishing services may vary and will be defined in the brief provided by the Publications Manager, on a per-project basis.

6.4 Quality – If the supplier's work is unsatisfactory, in the opinion of the Publications Manager, the supplier will rectify it in their own time and at their own expense on a schedule as agreed by the Inquiry.

6.5 The supplier is expected to have in place all software licences (including any necessary fonts), hardware supplies, insurance and consumables necessary to provide the services requested, and the Inquiry will not reimburse the supplier for these costs.

7. Security

7.1 The supplier must abide by all physical security requirements (such as wearing a visitor pass) when attending meetings or working at any Inquiry office.

7.2 The supplier must have either Cyber Essentials (+) or ISO 27001:2013 accreditation.

7.3 Where the supplier does not have the required accreditations, the Inquiry will work with the supplier to demonstrate that they follow these standards by adhering to 7.4, 7.5 & 7.6.

7.4 The supplier will be responsible for providing secure systems for the processing, transferring and storing IICSA data.

7.5 The supplier will be responsible for the deletion of IICSA data, to the extent that the data is not recoverable.

7.6 The supplier will be responsible for the physical security of all secure systems that process, transfer and store IICSA data.

8. Information Management

8.1 The nature and content of the work will be kept confidential and not made known to anyone other than the supplier (and its contractors where required) without prior written permission. The supplier will comply with all Inquiry information management policies.

8.2 Each document will be assigned a relevant Government Security Classification, and the supplier has a duty to respect and comply with this.

8.3 Documents must not be disclosed to anyone else and must be deleted from the supplier's system after the work is complete and has been accepted by the Inquiry. Deletion is to include all data held in backup systems. Evidence of deletion must be supplied.

8.4 Suppliers must not make any additional copies of documents in any state, and the supplier must not use a USB or other external memory stick to transfer files. All document transfer must be via the Inquiry's secure systems only. The supplier will be granted a username and password to access this.

8.5 Any computer used by the supplier to work on Inquiry documents must be password-protected and for individual use only. Public hardware, online software or Wi-Fi must not be used to process Inquiry materials without prior authorisation from the Publications Manager.

8.6 The supplier must not make any printed (hard copy) copies without authorisation from the Publications Manager. Any printed copies authorised that are no longer required by the supplier for the completion of work must be returned to the Inquiry for secure shredding, and must not be disposed of off site.

8.7 All persons working on Inquiry publications must have a current DBS check in place (at a minimum).

8.8 It is not anticipated that documents provided to the supplier will be in receipt of any personal information.

8.9 If the supplier is expected to work with any documents containing personal information, a separate agreement shall be made for the handling of this information, in line with data protection legislation pertaining to personal data.

9. Contract Duration

9.1 The contract shall run from 1st January 2019 to 31st December 2019 with the options to 3 x 3 month extensions to meet the needs of the Inquiry and as agreed with the supplier.

10. Key Milestones

10.1 Key milestones will be defined in the brief provided by the Publications Manager, on a per-project basis.

11. Constraints

11.2 The supplier is required to work to the schedule provided by the Publications Manager in the brief, on a per-project basis, and if it is not possible to meet this schedule then the supplier will contact the Publications Manager immediately.

11.3 In any case where the supplier may need to work with other providers or interface with other organisations' IT systems, this will be agreed as necessary.

12. Authority's Responsibilities

12.1 The Authority will make sure the supplier has access to secure data transfer software (Egress).

12.2 The Authority will provide reasonable notice to the supplier and a brief to outline each project.

12.3 The Authority will arrange regular meetings with the supplier to discuss upcoming projects.

13. Contract/Service Management Requirements and Reporting

13.1 The contract manager will be [REDACTED]

13.2 The frequency and format of meetings, reporting and other communication will be defined in the brief provided for each project.

13.3 Projects are short term and are anticipated to last from approximately three days (e.g. for a 15-page publication) to a week (e.g. for the copy edit of an investigation report). Consequently, it is anticipated that most of the supplier's time will be taken in doing the work required, with a minimum of supervision and reporting.

13.4 The Publications Manager may request samples for approval prior to the supplier continuing the project. This will be decided on a per-project basis.

13.5 There is very little flexibility in publication schedules and the supplier must make all efforts to meet deadlines, which may be tight and subject to last-minute change by the Inquiry. The supplier must ensure that they have experienced and qualified staff in place to deliver on time and to meet expected quality requirements.

13.6 The supplier will destroy all Inquiry material, both print and digital, at the conclusion of each project, as described in section 8.

14. Service Levels

14.1 The supplier will adhere to the expected quality and standards set out in section 6.

14.2 The supplier must meet the following service level agreements:

- during business hours (Monday to Friday from 9am - 5pm), reply to all correspondence from the Inquiry within 1 working day of receipt,
- submit all required deliverables in the format described in the brief for the project,
- submit all required deliverables on the deadline provided in the brief for the project,
- resupply any work that does not meet the standards and quality outlined in section 6 or does not meet the brief provided by the Publications Manager. If work does not meet the required standard/quality or brief an agreement regarding financial implications of resupply will be needed with the Publications Manager.

14.3 Repeated delivery of unsatisfactory work may lead to termination of the contract.

15. Intellectual Property Rights

15.1 The Inquiry is a statutory inquiry under the Inquiries Act 2005. All material produced by the Inquiry is Crown Copyright under section 46 of the Copyright, Designs and Patents Act 1988.

15.2 The supplier shall hold no intellectual property rights over any material provided as a result of the work undertaken.

16. Location

16.1 It is expected that the work will be primarily be provided in the supplier's off-site location, however the supplier may be required to work in or attend meetings at the London office on occasion.

17. Payment

17.1 The completed work will be delivered on or before the date agreed, for the agreed fee, which will be based on the description of the work required and the brief, both supplied by the Inquiry.

18. Estimates and Invoicing

18.1 The supplier must provide an estimate for each project prior to commencing work, which must be agreed with the Publications Manager. Any change (e.g. due to change in scope etc.) must be agreed in writing and a new estimate provided.

18.2 Invoices should include the following information:

- company name and address
- invoice date
- unique invoice number
- Purchase Order number
- description of services/goods provided, including:
 - working title of project (provided by Publications Manager in initial brief)
 - date service(s)/good(s) were provided
 - detailed breakdown of amounts charged
- supplier payment details

18.3 Invoices should be sent to [REDACTED]

18.4 If invoices are not received by the Finance department of the Inquiry, showing all details required, we can not guarantee payment. Any deviation from the initial estimate must be agreed in writing by the Publications Manager or payment will not be made.

19. Additional Information

19.1 Environmental impact – The Inquiry is committed to reducing its environmental impact, and suppliers within its supply chain are encouraged to provide evidence that they are working to reduce their carbon, water and waste impact. The Inquiry expects the supplier to have a robust environmental policy in place, and to abide by it.

19.2 Modern slavery – The Inquiry supports the government's initiative for transparency in supply chains. Under the Modern Slavery Act 2015 all public authorities have a duty to notify the Secretary of State of any suspected victim of slavery or human trafficking. The Inquiry expects all suppliers to have a modern slavery statement in place, and to understand its implications.

PART A – GENERAL CONDITIONS OF CONTRACT

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- A33. Governing Law
- A34. Entire Contract

A1. DEFINITIONS

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

“Commercial Representative(s)” means the representative(s) of each Party for all commercial matters as named in the Contract;

“Confidential Information” means all information which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential (howsoever it is conveyed and stored), including commercially sensitive information, information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the DPA, together with all information derived from the above;

"Contract" means the Contract between the Home Office and the Contractor consisting of these Conditions of Contract and any other terms and conditions, schedules or documents (or parts thereof) specified by the Home Office;

“Contract Manager(s)” means the representative(s) of each Party who manages the Contract, whose appointment and contact details shall be notified to the other Party in writing;

"Contractor" means the individual, firm or company with whom the Home Office enters into the Contract;

“Contractor’s Personnel” means all persons employed by the Contractor to perform the Contract together with the Contractor’s servants, agents and sub-contractors used in the performance of the Contract;

“Day” means calendar day unless otherwise defined;

“DPA” means the Data Protection Act 1998 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

“Environmental Information Regulations” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"FOIA" means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Force Majeure" means any event or occurrence, beyond the Party’s reasonable control, which is not attributable to any act or failure to take preventative action by the Party concerned including governmental regulations, fire, flood, acts of terrorism, war, pandemic or any other disaster. It does not include any industrial action occurring within the Contractor’s organisation or within any sub-contractor’s organisation;

“Home Office” means the Secretary of State for the Home Department, which is the contracting authority under this arrangement;

"The Inquiry into Child Sexual Abuse" (the "IICSA") is the customer and will as such have full operational responsibility for managing the Contract and services. References to the IICSA and the Home Office in the Contract relate to their respective roles as customer and contracting authority and should be read as such;

"Information" has the meaning given under Section 84 of the FOIA;

"Intellectual Property Rights" means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country and the right to sue for passing off;

"Material Breach" means any fundamental breach of a term of this Contract or breach of a fundamental term of the Contract;

"Party" means a party to the Contract which is either the Home Office as the contracting authority or the Contractor and "Parties" shall be construed accordingly to mean both the Home Office and the Contractor. The Contracting Authority is represented by the IICSA and shall be referred to as the IICSA explicitly where "Party" and "Parties" are referred to and when the IICSA represents the contracting authority;

"Persistent Breach" means any breach of the Contract continuously for 30 Days or more or a breach of the Contract that occurs on more than one occasion and for the avoidance of doubt includes inadequate performance;

"Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations.

A2. INTERPRETATIONS

- A2.1 The Conditions of Contract shall take precedence over the other documents forming the Contract unless such documents include an express statement to the contrary.
- A2.2 Unless the context requires otherwise, the masculine includes the feminine and the neuter and vice versa.
- A2.3 Unless the context requires otherwise, the singular includes the plural and vice versa.
- A2.4 The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".
- A2.5 Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof. In the case of a statute or statutory provision, the reference shall also be construed as a reference to all subordinate legislation

made under such statute or statutory provision.

- A2.6 Reference to any person shall include all legal persons of whatever kind and however constituted.
- A2.7 Reference to a Condition is a reference to the whole of that Condition unless stated otherwise.
- A2.8 Reference to a Clause or Sub-Clause is a reference to a paragraph within a Condition unless stated otherwise.
- A2.9 The headings to the Conditions are included for ease of reference and shall not affect their interpretation.

A3. WARRANTIES AND REPRESENTATIONS

- A3.1 Without prejudice to any other warranties expressed in the Contract or implied by law the Contractor warrants and represents that:

- A3.1.1 it has full capacity and authority and all necessary consents, including where required the consent of its parent company, to enter into and to perform the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

- A3.1.2 the Contract shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar instruments;

- A3.1.3 it shall discharge its obligations hereunder with all due skill, care and diligence and in accordance with good industry practice;

- A3.1.4 it owns, has obtained or shall obtain all the consents, licences, permits and approvals necessary for the Contractor to perform its duties under the Contract and shall comply with the terms of any such consents, licences, permits and approvals at all times. The cost of such consents, licences, permits and approvals shall be borne solely by the Contractor;

- A3.1.5 the Contractor is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Contract.

A4. STATUS OF CONTRACT

- A4.1 Nothing in the Contract shall be construed as or have the effect of creating a partnership, a contract of employment or a relationship of principal and agent between the Contractor or the Contractor's Personnel and the Home Office.
- A4.2 The Contractor shall not (and shall procure that the Contractor's Personnel do not) say or do

anything that might lead any other person to believe that the Contractor or the Contractor's Personnel are acting as the partner, employee or agent of the Home Office.

- A4.3 The Contractor shall not (and shall procure that the Contractor's Personnel do not) hold themselves out as having authority to bind the Home Office unless specifically permitted in writing by the Home Office's Commercial Representative.

A5. AMENDMENTS AND VARIATIONS

- A5.1 No amendment or variation to the Contract involving a change in rates or prices shall be valid unless it has first been agreed in writing or via email by both Commercial Representatives of the Parties in accordance with any change control procedures set out in the Contract. Any other amendment or variation to the Contract shall be valid once agreed in writing by both Contract Managers of the Parties. Anything undertaken by the Contractor which is not authorised by the Contract, or any agreed amendment thereto, shall be undertaken at the sole risk of the Contractor. In the event of an amendment or variation being agreed the Contract rates and prices shall be subject to a fair and reasonable adjustment to be agreed between the Parties and recorded in writing.

A6. CONTRACT PRICES

- A6.1 In consideration of and subject to the full and proper performance by the Contractor of its obligations under the Contract the Home Office shall pay to the Contractor the rates, prices and any expenses specified in the Contract.
- A6.2 All rates and prices are exclusive of Value Added Tax (VAT). If appropriate, VAT will be added at the relevant rate and will be shown as a separate net item on each invoice submitted.
- A6.3 Except where otherwise provided in the Contract, the amount payable to the Contractor for the performance of the Contract shall be inclusive of all costs, including but not limited to staff, facilities, equipment, materials and all other expenses incurred by the Contractor in discharging its obligations under the Contract.
- A6.4 Invoices shall be submitted to the invoice address specified in the Contract.
- A6.5 All pricing on all documentation including but not limited to any invoices shall be quoted in Sterling.
- A6.6 The Contractor shall submit an invoice for the services to the Home Office's address for invoices given in the purchase order. The invoice shall contain the order number, a description of services carried out and the price payable. The Home Office shall pay the Contractor within 30 days of receipt and agreement of invoices submitted monthly in arrears for work completed to the satisfaction of the Authority.
- A6.7 The Contractor will submit to the Home Office such records as the Home Office may reasonably require to enable the Home Office to verify the information and the amounts referred to in that invoice.

- A6.8 Where the Contractor enters into a sub-contract for the purpose of performing its obligations under the Contract, it shall cause a term to be included in such sub-contract which requires payment to be made by the Contractor to the sub-contractor within a specified period not exceeding 30 Days from receipt of a valid invoice as defined by the sub-contract.
- A6.9 In the event that the United Kingdom joins the Economic and Monetary Union (and provided always that the exchange rate for conversion between Sterling and the Euro has been fixed), the Home Office shall at any time thereafter upon one month's notice to the Contractor, be entitled to require the Contractor at no additional charge to convert the rates, prices and expenses from Sterling into Euros (in accordance with EC Regulation number 1103/97). The Contractor shall thereafter submit valid invoices denominated in Euros.
- A6.10 Any statute, enactment, order, regulation or other similar instrument not existing or any statute, enactment, order, regulation or other similar instrument modified which the Contractor would not have the opportunity to consider at the time of formulating its rates and prices and which is not reasonably foreseeable, may, at the discretion of the Home Office cause the rates and price(s) to change.
- A6.11 In performing its obligations under the Contract, the Contractor is prohibited from taking or seeking to take advantage of any particular taxation regime (including the use of any offshore tax haven) which will or may enable the Contractor to avoid liability for any taxation in the United Kingdom. In the event that the Contractor or the Contractor's Personnel or anyone acting on the Contractor's behalf (with or without its knowledge) breaches this Clause the Home Office reserves the right to terminate the Contract by notice in writing with immediate effect and recover from the Contractor any loss resulting from such termination including the administrative costs of re-tendering the requirement and any difference in the rates or prices which the Home Office may have to pay to a new contractor where such rates or prices are higher than the rates or prices payable under the Contract.

A7. RECOVERY OF SUMS DUE

- A7.1 Without prejudice to the Home Office's other rights and remedies wherever any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other agreement or contract with the Home Office or with any other government department, office or agency.

A8. INDEMNITIES

- A8.1 Subject to Clause A8.2 and without prejudice to any rights or remedies of the Home Office the Contractor shall indemnify and keep indemnified the Home Office, its servants and agents fully against all actions, claims, proceedings, damages, legal costs, expenses and any other liabilities whatsoever incurred by or made against the Home Office, its servants or agents in respect of any loss or damage or personal injury (including death) arising out of, in respect of or in connection with the Contract.

- A8.2 If:

- (a) all other contractors, sub-contractors or advisers engaged in connection with the performance of the Contract have provided contractual undertakings on terms no less onerous than those set out in these Conditions to the Home Office in respect of the carrying out of their obligations; and
- (b) all such other contractors, sub-contractors or advisers have paid to the Home Office such sum as it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage

the liability of the Contractor under Clause A8.1 shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of its responsibility for the loss or damage.

- A8.3 The indemnity contained in Clause A8.1 shall not apply to the extent that the loss, damage or personnel injury (including death) is caused by the negligent or wilful act of the Home Office, its servants or agents.
- A8.4 The Contractor shall indemnify and keep indemnified the Home Office, its servants and agents fully against any tax, national insurance contributions or similar impost in respect of the Contractor's Personnel.
- A8.5 The Home Office undertakes not to make any claims against the Contractor's Personnel. The Contractor is vicariously liable for the actions of the Contractor's Personnel.

A9. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- A9.1 Without prejudice to any rights or remedies of the Home Office the Contractor shall indemnify and keep indemnified the Home Office, its servants and agents fully against all actions, claims, proceedings, damages, legal costs, expenses and any other liabilities whatsoever arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights arising out of, in respect of or in connection with the Contract except to the extent that the infringement or alleged infringement is due to material furnished or made available to the Contractor by the Home Office. This indemnity covers claims concerning an actual or alleged infringement by the Home Office if the infringement arises as a consequence of any actual or alleged infringement of an Intellectual Property Right by or on behalf of the Contractor.
- A9.2 The Contractor shall immediately notify the Home Office if any claim or demand is made or action brought against the Contractor for infringement or alleged infringement of any Intellectual Property Rights which may affect the performance of the Contract.
- A9.3 The IICSA shall immediately notify the Contractor if any claim or demand is made or action brought against the Home Office for infringement or alleged infringement of any Intellectual Property Rights in connection to the Contract.
- A9.4 Subject to the limitation on the indemnity in Clause A9.1 in respect of material furnished or made available to the Contractor by the Home Office the Contractor shall at its own expense

conduct any litigation arising therefrom and all negotiations in connection therewith and the Home Office hereby agrees to grant to the Contractor exclusive control of any such litigation and negotiations.

A9.5 The IICSA shall at the request and cost of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Home Office or the Contractor for infringement or alleged infringement of any Intellectual Property Rights in connection with the performance of the Contract.

A9.6 The IICSA shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Home Office or the Contractor in connection with the performance of the Contract.

A10. INSURANCE

A10.1 The Contractor shall effect and maintain with an insurance company or companies acceptable to the Home Office a policy or policies of insurance to provide a level of cover sufficient for all the matters which are the subject of the indemnities and undertakings on the part of the Contractor contained in the Contract and in accordance with any legal requirements for the time being in force.

A10.2 Where the Contractor sub-contracts part of this Contract, the Contractor shall procure that any sub-contractor effects and maintains insurance to cover its liabilities under that sub-contract, but this shall not relieve the Contractor of any of his obligation and liabilities under the Contract.

A10.4 If requested, the Contractor shall provide a certificate evidencing the existence of such policies to the Home Office, together with receipts or other evidence of payment of the latest premiums due under such policies.

A10.5 If the Contractor fails to comply with this Condition A10, the Home Office may make alternative arrangements necessary to protect its interest and may recover the costs of such arrangements from the Contractor.

A10.6 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Contract.

A11. FORCE MAJEURE

A11.1 If either Party becomes aware of circumstances of Force Majeure which give rise or which are likely to give rise to any delay in or failure to perform its obligations under the Contract it shall immediately notify the other Party by the most expeditious method available and shall inform the Party of the period which it is estimated that such delay or failure shall continue.

A11.2 Neither Party shall be liable to the other Party if such delay or failure is due to Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform, or resume performance of, its obligations under the Contract for the duration of the

Force Majeure. However, if any such event prevents the Contractor from performing all of its obligations under the Contract for a period in excess of 3 months, the Home Office may terminate the Contract in writing with immediate effect.

A11.3 The Contractor shall not be entitled to any payment for that part of the Contract which the Contractor was unable to perform as a result of Force Majeure.

A11.4 The Contractor shall and shall procure that its sub-contractors maintain at all times a disaster recovery and business continuity plan, in accordance with good industry practice, in respect of a Force Majeure event or any other event which may affect the Contractor's ability to meet its obligations under the Contract (including loss of computer and business systems, loss or failure of equipment, loss of utilities or premises, industrial relations problems, failures in the supply chain and loss of Contractor's Personnel). Such plans shall be delivered to the Home Office on request. The Home Office shall be entitled to make suggested changes to the plans which the Contractor, acting reasonably, shall consider and, after consultation and agreement with the Home Office, put in place.

A12. CORRUPT GIFTS AND PAYMENTS

A12.1 The Contractor shall not receive or agree to receive from any person, or offer or give, or agree to give, to any employee, agent, servant or representative of the Home Office any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Home Office or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

A12.2 The Contractor shall not conspire with any person to do any of the acts mentioned in Clauses A12.1.

A12.3 The Contractor shall not enter into the Contract if in connection with it commission has been paid or is agreed to be paid to any employee, agent, servant or representative of the Home Office by the Contractor or on the Contractor's behalf, unless before the Contract is made particulars of any such commission and the terms of any agreement for the payment thereof have been disclosed in writing to the Home Office's Commercial Representative.

A12.4 In the event that the Contractor or the Contractor's Personnel or anyone acting on the Contractor's behalf (with or without its knowledge) breaches Clauses A12.1-A12.3 or commits an offence under the Prevention of Corruption Acts 1889 to 1916 the Home Office reserves the right to terminate the Contract by notice in writing with immediate effect and recover from the Contractor any loss resulting from such termination including the administrative costs of re-tendering the requirement and any difference in the rates or prices which the Home Office may have to pay to a new contractor where such rates or prices are higher than the rates or prices payable under the Contract and/or the amount or value of the gift, consideration or commission.

A12.5 Any decision of the Home Office in relation to this Condition A12 shall be final and conclusive.

A13. DISCRIMINATION

- A13.1 The Contractor shall not unlawfully discriminate directly or indirectly or by way of victimisation or harassment within the meaning and scope of any applicable law, enactment, order or regulation or other similar instrument relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment including, but not limited to, the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Disability Discrimination Acts 1995 and 2005, the Employment Equality Regulations and the Equal Pay Act 1970.
- A13.2 The Contractor shall take all reasonable steps to ensure the observance of Clause A13.1 by the Contractor's Personnel.
- A13.3 Where the Contractor's Personnel are required to carry out activity alongside the Home Office's employees or servants the Contractor shall ensure that the Contractor's Personnel comply with the Home Office's employment policies and codes of practice relating to discrimination and equal opportunities.
- A13.4 The Contractor shall notify the Home Office's Contract Manager in writing as soon as it becomes aware of any investigation or proceedings brought against the Contractor in relation to unlawful discrimination in connection with the Contractor's performance of the Contract. The Contractor shall promptly provide the Home Office access to any documents or information relevant to the investigation or proceedings and shall permit a representative from the Home Office to attend any associated meetings. The Contractor shall impose on its sub-contractors obligations in substantially similar terms to those set out in this Clause A13.4.

A14. THIRD PARTY RIGHTS

- A14.1 A person who is not a Party to the Contract shall have no right to enforce any of its provisions which expressly or by implication confer a benefit on him or her without prior written agreement of both Parties. This Condition does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and the provisions of this Condition do not apply to the Crown.

A15. ENVIRONMENTAL REQUIREMENTS

- A15.1 The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Contract. In addition the Contractor shall comply with the Home Office's environmental policies made available to the Contractor from time to time.
- A15.2 In performing its obligations under the Contract the Contractor shall (to the extent applicable to the Contract):
- A15.2.1 demonstrate low carbon resource efficiency, including minimising the use of energy, water, wood, paper and other resources;

A15.2.2 reduce waste;

A15.2.3 phase out the use of ozone depleting substances; and

A15.2.4 minimise the release of greenhouse gases (including carbon dioxide emissions), volatile organic compounds and other substances damaging to health and the environment.

A15.3 All written work, including reports, in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer water and used on both sides where appropriate.

A15.4 Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Contract as may reasonably be requested by the Home Office.

A15.5 The Contractor shall meet all reasonable requests by the Home Office for information evidencing compliance with the provisions of this Condition A15 by the Contractor.

A16. NOTICES

A16.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

A16.2 Any notice or other communication pursuant to the Contract must be given in English by letter (sent by hand, first class post, registered post or by recorded delivery) or transmitted by facsimile or electronic mail (confirmed by letter in either case) to the address of the other Party set out in the Contract or as notified to the other Party from time to time. Provided the relevant notice or communication is not returned as undelivered, the notice or communication shall be deemed to have been given two working days after the day on which the letter is posted or four hours, in the case of letters handed over, facsimile transmission and electronic mail or sooner where the other Party acknowledges receipt of such notice or communication.

A17. CONFIDENTIALITY

A17.1 Each Party:

A17.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

A17.1.2 shall not disclose any Confidential Information belonging to the other Party to any other persons without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or where disclosure is otherwise expressly permitted by the provisions of the Contract.

A17.2 The Contractor shall take all necessary precautions to ensure that all Confidential

Information obtained from the Home Office under or in connection with the Contract:

A17.2.1 is given only to such of the Contractor's Personnel engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for performance of the Contract;

A17.2.2 is treated as confidential and not disclosed (without prior approval) or used by the Contractor or any of the Contractor's Personnel otherwise than for the purposes of the Contract.

A17.3 Where it is considered necessary in the opinion of the Home Office, the Contractor shall ensure that the Contractor's Personnel sign a confidentiality undertaking prior to any involvement in the Contract.

A17.4 The provisions of Clauses A17.1 to A17.3 shall not apply to any Confidential Information received by one Party from the other:

A17.4.1 which is or becomes public knowledge (otherwise than by a breach of this Condition A17);

A17.4.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

A17.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

A17.4.4 which has been independently developed by the receiving Party without access to the Confidential Information;

A17.4.5 which must be disclosed pursuant to a legal obligation placed upon the Party making the disclosure including, but not limited to, obligations under FOIA and Environmental Information Regulations.

A17.5 Nothing in this Condition 17 shall prevent the Home Office:

A17.5.1 disclosing any Confidential Information for the purposes of the examination and certification of the Home Office's accounts or any examination pursuant to the National Audit Act 1983;

A17.5.2 disclosing any Confidential Information to any government department, office or agency or to any person engaged in providing any services to the Home Office for any purpose relating to or ancillary to the Contract providing that in disclosing the Confidential Information the Home Office discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;

A17.5.3 disclosing any Confidential Information relating to the Contract, including payments made under the Contract, to the Office of Government Commerce or in

accordance with the provisions of Condition A20.1.

A17.6 Nothing in this Condition A17 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in the a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

A17.7 In the event that the Contractor fails to comply with this Condition A17, the Home Office reserves the right to terminate the Contract by notice in writing with immediate effect and recover from the Contractor any loss resulting from such termination.

A17.8 The provisions of this Condition A17 are without prejudice to the provisions of the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989.

A17.9 Upon termination (for whatever reason) or expiry of the Contract, the Parties shall each return to the other any Confidential Information that it possesses at the time of termination or expiry, and dispose of any such Confidential Information as the other Party may reasonably direct.

A18. OFFICIAL SECRETS ACT

A18.1 The Contractor shall take all reasonable steps to ensure that the Contractor's Personnel are aware of the provisions of the Official Secrets Acts 1911 to 1989 and Section 182 of the Finance Act 1989, and understand that these provisions apply during and after the Contract.

A19. DATA PROTECTION

A19.1 For the purposes of this Condition A19, the terms "Personal Data", "Data Processor", "Data Subject" and "Data Controller" shall have the meaning prescribed under the DPA.

A19.2 The Contractor undertakes to abide and procure that the Contractor's Personnel abide by the provisions of the DPA and the Contractor shall co-operate with the Home Office to enable the Home Office to discharge its obligations under the DPA and shall not perform its obligations under the Contract in such a way as to cause the Home Office to breach any of its applicable obligations under the DPA.

A19.3 The Contractor shall:

A19.3.1 process the Personal Data only in accordance with instructions from the Home Office (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by the Home Office to the Contractor during the term);

A19.3.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body and under no circumstances may such data be processed by the Contractor for any other purpose;

A19.3.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

A19.3.4 take reasonable steps to ensure the reliability of any Contractor's Personnel who have access to the Personal Data;

A19.3.5 obtain prior written consent from the Home Office in order to transfer the Personal Data to any sub-contractors for the provision of the Services;

A19.3.6 ensure that all Contractor's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition A19;

A19.3.7 ensure that none of Contractor's Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the IICSA;

A19.3.8 notify the IICSA (within seven Days) if it receives:

A19.3.8.1 a request from a Data Subject to have access to that person's Personal Data; or

A19.3.8.2 a complaint or request relating to the Home Office's obligations under the DPA.

A19.3.9 provide the Home Office with full cooperation and assistance in relation to any complaint or request made, including by:

A19.3.9.1 providing the IICSA with full details of the complaint or request;

A19.3.9.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with the IICSA's instructions;

A19.3.9.3 providing the IICSA with any Personal Data it holds in relation to a Data Subject (within the timescales required by the IICSA); and

A19.3.9.4 providing any information requested by the IICSA.

A19.3.10 permit the IICSA (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the IICSA to enable it to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

A19.3.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the IICSA); and

A19.3.12 not process Personal Data outside the European Economic Area without the prior written consent of the Home Office and, where the IICSA consents to a transfer, to comply with:

A19.3.12.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by providing an adequate level of protection to any Personal Data that is transferred; and

A19.3.12.2 any reasonable instructions notified to it by the IICSA.

A19.3.13 notify the IICSA, as soon as the Contractor becomes aware, of any accidental disclosure of Personal Data in breach of this Condition 19.

A19.4 Without prejudice to Clauses A19.1, A19.2 and A19.3, the Contractor shall:

A19.4.1 only accept instructions in respect of data processing from the IICSA;

A19.4.2 adopt all technical and organisational measures necessary to protect all Personal Data processed by the Contractor on behalf of the IICSA against unauthorised or unlawful processing, accidental loss, damage or destruction;

A19.4.3 ensure that all Contractor Personnel involved in data processing are suitable for the task and are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition A19.

A19.5 With respect to the Parties' rights and obligations under the Contract, the Parties (of which the Home Office is represented by the IICSE) agree that the Secretary of State is the Data Controller and that the Contractor is the Data Processor. The Data Controller's nominated representative for the purposes of the DPA is the Home Office's Data Protection Officer.

A19.6 Where Personal Data is held or acquired by the IICSA in relation to this Contract the IICSA shall use such Personal Data only for purposes relating directly to:

A19.6.1 the management and performance of this Contract by the Contractor;

A19.6.2 the provision by the IICSA of references within the Home Office and to other government departments, offices or agencies; and

A19.6.3 any other purpose required by law.

A19.7 The Contractor hereby agrees and shall procure from any Contractor Personnel agreement to the publication by the Home Office or the IICSA in any format of the following Personal Data: name and contact details. The Contractor shall provide a copy of any relevant consent to the Home Office or the IICSA on request.

A19.8 If, having regard to the circumstances in which the IICSA processes such Personal Data, the IICSA requires the Contractor or any Contractor Personnel to provide additional information to enable the IICSA to process that Personal Data fairly it shall notify the Contractor in writing and the Contractor shall provide or procure the additional information within 7 days of receipt of the request.

A20. PRODUCTION AND RETENTION OF DOCUMENTATION

A20.1 The Contractor shall produce such accounts, documents (including working documents), records and management information relating to this Contract as the IICSA may reasonably request at any time during this Contract. Where requested by the IICSA, the Contractor shall provide management information to the Office of Government Commerce and the Contractor hereby consents to the Office of Government Commerce:

A20.1.1 storing and analysing such management information and producing statistics; and

A20.1.2 sharing the management information or any statistics produced with any government department, office or agency.

A20.2 The Contractor shall be responsible for the accuracy of all such accounts, documents (including working documents) and records supplied to the IICSA by the Contractor and shall pay the IICSA any extra costs occasioned by any discrepancies, errors or omissions therein.

A20.3 The Contractor shall keep and maintain until six years after the Contract has been completed and/or terminated, or as long a period as may be agreed between the Parties (of which the Home Office is represented by the IICSA), accounts, documents and records to the satisfaction of the IICSA of the Contract and all expenditures which are reimbursable by the Home Office.

A20.4 The Contractor shall on request by the IICSA and at no extra cost afford the Home Office or any representative of the Home Office or the IICSA such access to those accounts, documents and records as may be required by the IICSA and shall provide reasonable assistance during the term of the Contract for the purpose of carrying out any audit of the Contractor's compliance with the Contract.

A20.5 If any audit reveals an error or incorrect charge in any invoice relating to the Contract, an appropriate correcting payment or credit shall be promptly made either by the Home Office or the Contractor respectively.

A20.6 The right to these accounts, documents and records shall not apply to the extent that an examination would cause the Contractor to breach confidentiality obligations to other clients.

A20.7 For the purpose of the examination and certification of the Home Office's accounts, or any examination pursuant to the National Audit Act 1983, of the economy, efficiency and effectiveness with which the Home Office has used its resources, the Contractor shall allow the Comptroller and Auditor General to examine such documents as he may reasonably

require which are owned, held or otherwise within the control of the Contractor and may require the Contractor to provide such oral and/or written explanations as the Comptroller or Auditor General considers necessary. This Clause A20.7 does not constitute a requirement or contract for the examination, certification or inspection of the accounts of the Contractor under the National Audit Act 1983.

A21. FREEDOM OF INFORMATION

The Independent Inquiry Into Child Sexual Abuse is not subject to the Freedom of Information Act 2000 (the "Act") for the duration of the Inquiry. After the Inquiry, all information submitted to the Inquiry may be disclosed in response to a request under the Act.

The Contractor acknowledges that the Home Office is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Home Office (at the Contractor's expense) to enable the Home Office to comply with its information disclosure requirements.

The Contractor shall and shall ensure that it's sub-contractors shall:

provide the Home Office with a copy of all Information in its possession or power, in the form that the Home Office requires within five working days (or such other period as the Home Office may specify), of the Home Office requesting the Information; and

provide all necessary assistance as reasonably requested by the Home Office to enable the Home Office to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

A22. RIGHT TO PUBLISH AND PUBLICITY

A22.1 The Parties and the IICSA agree that the Content of the Contract is not Confidential Information. The Contractor hereby agrees that, notwithstanding any other term of the Contract, the IICSA may publish the Contract in its entirety to the general public including any agreed changes to the Contract, subject to agreeing to the redaction of commercially sensitive information.

A22.2 The Contractor shall assist and cooperate with the Home Office (at the Contractor's expense) to enable the IICSA to publish this Contract in a timely manner.

A22.3 Neither the Contractor nor the Contractor's Personnel shall make any press announcements or publicise the Contract or any part thereof in any way, without the prior consent in writing of the IICSA upon such terms as may be agreed.

A23. TERMINATION ON CHANGE OF CONTROL AND INSOLVENCY

A23.1 The Home Office represented by the IICSA, may terminate the Contract with immediate effect by notice in writing to the Contractor (or the Contractor's representative in the event of A23.1.7) where:

A23.1.1 the Contractor or its parent company or ultimate parent company undergoes a change of control, within the meaning of Section 416 of the Income and Corporation Taxes Act 1988; or

A23.1.2 the Contractor is an individual and a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor, or the Contractor makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if a trustee in bankruptcy or a supervisor under an individual voluntary arrangement is appointed to manage the Contractor's affairs; or

A23.1.3 the Contractor is a company and the company passes a resolution for winding up or dissolution (otherwise than exclusively for the purposes of and followed by an amalgamation or reconstruction) or an application is made for an administration order in relation to it, or any party gives or files notice of an intention to appoint an administrator of it or such an administrator is appointed, or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager or supervisor or provisional liquidator is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or

A23.1.4 the Contractor is a firm, or a number of persons acting together in any capacity and any event in Sub-Clauses A23.1.2 or A23.1.3 occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or

A23.1.5 the Contractor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

A23.1.6 any similar event occurs within the United Kingdom under the law of any other jurisdiction; or

A23.1.7 the Contractor is an individual and he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or

A23.1.8 the Contractor is an individual and he suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of his business.

A23.2 The Contractor (or the Contractor's representative in the event of A23.1.7) shall notify the Home Office in writing immediately upon the occurrence of any of the events mentioned in Clause A23.1.

A23.3 In relation to Sub-Clause A23.1.1 the Home Office, represented by the IICSA, may only exercise its right to terminate under Clause A23.1 where there are reasonable grounds for the Home Office, represented by the IICSA, to do so within six months of a change of control and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs.

A24. TERMINATION ON DEFAULT

A24.1 The Home Office may at any time by notice in writing terminate the Contract with immediate effect if the Contractor or the Contractor's Personnel is deemed to have committed a Material Breach of the Contract and:

A24.1.1 the Material Breach is capable of remedy and the Contractor or the Contractor's Personnel shall have failed to remedy the Material Breach within 30 Days of being required by the Home Office in writing to do so; or

A24.1.2 the Material Breach is not capable of remedy.

A24.2 Without prejudice to the provisions of Clause A24.1, where the Home Office considers that the Contractor or the Contractor's Personnel has committed a Persistent Breach, the Home Office shall be entitled to serve a notice on the Contractor:

A24.2.1 specifying that it is a notice of Persistent Breach;

A24.2.2 giving sufficient details of the Persistent Breach to enable the Contractor to identify the same; and

A24.2.3 stating that such breach is a breach which, if it recurs or continues, may result in a termination of the Contract.

A24.3 If 30 Days after service of a notice of Persistent Breach as described in Clause A24.2, the Contractor or the Contractor's Personnel has failed to demonstrate to the satisfaction of the Home Office that the breach specified has not recurred or continued and that the Contractor or the Contractor's Personnel has put in place measures to ensure that such breach does not recur, then the Home Office may deem such failure to be a Material Breach not capable of remedy for the purposes of Clause A24.1 and may terminate this Contract under the provisions of that Clause.

A25. CONSEQUENCES OF TERMINATION AND EXPIRY

A25.1 Any expiry or termination of the Contract howsoever arising shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Home Office and shall not affect the continued operation of Conditions A1, A2, A3, A4, A7, A8, A9, A10, A14, A16, A17, A18, A19, A20, A21, A22, A25, A26, A29, A30, A31, A33 and A34.

A25.2 Without prejudice to any other rights or remedies of the IICSA, in the event of termination of the Contract as provided by Condition A23 or A24, the IICSA shall be entitled to either accept receipt of, or decline to receive any part of the Contract already completed by the Contractor but not yet paid for by the IICSA and to engage an alternative contractor to undertake the outstanding balance of the Contract. The Contractor shall indemnify the IICSA against all reasonable costs incurred in doing so. Such costs shall include the administrative costs of re-tendering the requirement and any difference in the rates or prices which the IICSA may have to pay to the new contractor where such rates or prices are higher than the rates or

prices payable under the Contract.

A25.3 In the event that the IICSA accepts receipt of any part of the Contract already completed by the Contractor but not yet paid for by the IICSA, the IICSA shall pay to the Contractor a reasonable charge for the partially completed Contract.

A25.4 Prior to or upon expiry or termination of the Contract for any reason, the Contractor:

A25.4.1 shall, at no cost to the IICSA, promptly provide such assistance and comply with such timetable as the IICSA may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or termination of the Contract,

A25.4.2 shall comply with any reasonable direction by the IICSA as to which of its obligations to perform as a priority under the Contract during the notice period;

A25.4.3 shall not knowingly do anything, or make any omission, which may adversely affect the orderly transfer of responsibility upon the expiry or termination of the Contract; and

A25.4.4 shall deliver up to the IICSA and/or destroy all Confidential Information pursuant to Clause A17.9.

A26. DISPUTE RESOLUTION

A26.1 Any dispute arising out of or in relation to the Contract shall be notified in the first instance to the Contract Managers of the Contractor and the IICSA who will attempt in good faith to resolve the dispute through negotiations. Where the dispute cannot be resolved by the Contract Managers of the Contractor and the IICSA within one month or such other period as is agreed between the Contractor and the IICSA in writing, either Party may refer the dispute to senior representatives of the Department and/or the Contractor for further negotiations.

Mediation

A26.2 If the dispute cannot be resolved by the Contractor and the IICSA within one month or such other period as is agreed between the Contractor and the IICSA in writing pursuant to Clause A26.1, the IICSA may refer the dispute to mediation. If the dispute is referred to mediation neither the Contractor and the IICSA shall be entitled to commence or pursue any legal proceedings until the mediation procedure has been exhausted.

A26.3 The mediator shall be appointed by agreement between the Contractor and the IICSA, or in the event of a failure to agree within 7 Days or if the agreed mediator is unable or unwilling to act, the mediator shall be appointed by the Centre for Effective Dispute Resolution ("CEDR").

A26.4 The Contractor and the IICSA shall within 7 Days of the appointment of the mediator meet with the mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations.

A26.5 Unless otherwise agreed in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to

the rights of the Contractor and the IICSA in any further proceedings.

A26.6 If the Contractor and the IICSA reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties (of which the Home Office is represented by the IICSA) once it is signed by their duly authorised representatives.

A26.7 If the Contractor and the IICSA fail to reach agreement within 60 Days of the mediator being appointed, or such longer period as the Parties may agree, then any dispute between them may be referred to the courts unless the Home Office at any time before the court proceedings are commenced serves a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clauses A26.9-A26.11.

A26.8 If the Contractor intends to commence court proceedings, it shall serve written notice on the IICSA of its intentions and the IICSA shall have 21 Days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause A26.9-A26.11.

Arbitration

A26.9 A sole arbitrator shall be agreed between the Contractor and the IICSA or in the event of a failure to agree within 5 Days of the referral to arbitration or if the agreed arbitrator is unable or unwilling to act, the arbitrator shall be appointed by the London Court of International Arbitration ("LCIA").

A26.10 Any arbitration shall be governed by the provisions of the Arbitration Act 1996 and the LCIA procedural rules in force at the date the dispute was referred to arbitration.

A26.11 The arbitration proceedings shall take place in London, in the English language and shall be governed by and interpretations made in accordance with English law.

A26.12 The fees of the mediator or arbitrator shall be borne by the Parties (of which the Home Office is represented by the IICSA) in the proportion as shall be determined by the mediator or arbitrator respectively having regard to all pertinent matters, including the conduct of the Contractor and the IICSA.

A26.13 Nothing in this Condition A26 shall prevent either Party from seeking from any court of competent jurisdiction an interim order restraining the other Party or the IICSA from doing any act or compelling the other Party or the IICSA to do any act.

A27. CONTINUATION OF CONTRACT IN EVENT OF DISPUTES

A27.1 If any dispute of any kind whatsoever arises between the Parties (of which the Home Office is represented by the IICSA) in connection with or arising out of the Contract the Contractor shall at the Home Office's discretion continue to perform the Contract with all due diligence pending settlement of the dispute.

A28. TRANSFER AND SUB-CONTRACTING

- A28.1 The Contractor shall not assign, novate, sub-contract, charge or otherwise dispose of the Contract or any part of the Contract without the prior written consent of the IICSA which shall not be unreasonably withheld.
- A28.2 The Contractor shall ensure that any sub-contractor complies with the Conditions of this Contract, so far as they are applicable. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Contract.
- A28.3 Where the IICSA has consented to the placing of sub-contracts, the Contractor shall, on request by the IICSA and within a reasonable time, send copies of the sub-contracts to the IICSA.
- A28.4 Without prejudice to any entitlement to transfer its rights and obligations pursuant to a statutory transfer (which shall be governed by the terms set out therein), the Home Office (represented by the IICSA) shall be entitled to assign, novate or otherwise dispose of the Contract to any public sector body or any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Home Office, represented by the IICSA, at no cost to the Home Office or its successor provided that where any such assignment, novation or other disposal increases the burden of the Contractor's obligations under the Contract, the Contractor shall be entitled to such charges as may be agreed in writing between the IICSA's Commercial Representative and the Contractor to compensate for such additional burdens.

A29. SEVERABILITY

- A29.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the IICSA and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

A30. WAIVER

- A30.1 Any delay, neglect or forbearance on the part of the Contractor or the IICSA (acting on behalf of the Home Office) in enforcing against the other Party any provision of the Contract shall neither be nor be deemed to be a waiver or in any way prejudice any right or remedy of the Contractor or the IICSA under the Contract and shall not cause any diminution of the obligations established by the Contract.
- A30.2 A waiver shall not be effective unless it is expressly stated in writing to be a waiver and is signed by the Party (or the IICSA) waiving the right or remedy.
- A30.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy from any other or subsequent breach of Contract.

A31. CONFLICTS OF INTEREST

- A31.1 The Contractor shall use all reasonable endeavours to ensure that neither the Contractor nor any of the Contractor's Personnel is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or such persons and the duties owed to the Home Office (represented by the IICSA) under the provisions of the Contract. The Contractor will disclose to the IICSA full particulars of any such conflict of interest which may arise.
- A31.2 If, in the reasonable opinion of the IICSA, a conflict of interest arises then the Contractor shall take all necessary measures as are required by the IICSA to resolve the conflict of interest or alleviate its effect, at the Contractor's expense.
- A31.3 If a resolution of the conflict of interest is not possible then without prejudice to any rights or remedies of the Home Office, the Home Office shall have the right to terminate the Contract with immediate effect and recover from the Contractor any loss resulting from such termination.
- A31.4 Where the IICSA is of the opinion that a conflict of interest which existed at the time of the award of the Contract could have been discovered by a competent contractor and ought to have been disclosed by the Contractor, the Home Office, represented by the IICSA, may terminate the Contract immediately and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

A32. ADDITIONAL CLAIMS

- A32.1 No claims for additional payment or time shall be allowed on the grounds of any matter for which a competent contractor would have made due allowance or which the Contractor could reasonably have discovered by a visit to the IICSA's premises, reference to the IICSA, or such other means as may have been appropriate.

A33. GOVERNING LAW

- A33.1 The Contract shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the exclusive jurisdiction of the English courts.

A34. ENTIRE CONTRACT

- A34.1 The Contract constitutes the entire agreement between the Parties (of which the Home Office is represented by the IICSA) relating to the subject matter of the Contract and, save as may be expressly referred to or referenced herein, supersedes all prior representations, negotiations and understandings, whether written or oral, with respect hereto.
- A34.2 Any terms, conditions or general reservations printed on any documentation passing between the Parties or the IICSA shall not be applicable to the Contract.
- A34.3 Clause A34.1 shall not exclude any liability in respect of any fraudulent misrepresentation.

PART D – CONDITIONS OF CONTRACT FOR SERVICES

- D1. Definitions
- D2. The Services
- D3. Variation of the Services
- D4. Contractor's Personnel
- D5. Meetings and Reporting
- D6. Equipment, Plant and Materials
- D7. Inspection
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- D10. Health and Safety and Security
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- D13. Intellectual Property Rights Infringement
- D14. TUPE
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- D16. Business Continuity Planning
- D17. Exit and Skills Transfer
- D18. Non-exclusivity
- D19. Break

D1. DEFINITIONS

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

“Home Office” means the Secretary of State for the Home Department, which is the contracting authority (and contract signatory) under this agreement.

“The Inquiry into Child Sexual Abuse (the “IICSA”) is the customer and will as such have full operational responsibility for managing the Contract and services. References to the IICSA and the Home Office in the contract relate to their respective roles as customer and contracting authority and should be read as such.

“Acceptance” means the written acceptance of the Home Office’s Contract Manager given in accordance with any acceptance procedures set out in the Contract;

“Deliverables” means anything specified in the Contract to be delivered by the Contractor to the IICSA under the Contract including reports, manuals and other documentation and outputs;

“Key Personnel” means any of the Contractor’s Personnel named in the Contract as key personnel or any of the Contractor’s Personnel who the IICSA notifies to the Contractor in writing are to be regarded as key personnel;

“Party” means a party to the Contract which is either the Home Office as the contracting authority or the Contractor and “Parties” shall be construed accordingly to mean both the Home Office and the Contractor. The Contracting Authority is represented by the IICSA and shall be referred to as the IICSA explicitly where “Party” and “Parties” are referred to and when the IICSA represents the contracting authority.

“Premises” means the location(s) where the Services are to be performed as specified in the Contract;

“Services” means the services to be provided as specified in the Contract including the production of any Deliverables and any planning, preliminary and preparatory work.

D2. THE SERVICES

- D2.1 The Contractor’s Personnel shall be appropriately experienced, qualified, trained and security cleared and shall undertake the Services with reasonable skill, care and diligence in accordance with the Contract and good industry practice and to the reasonable satisfaction of the IICSA.
- D2.2 The Contractor shall supervise and manage the Contractor’s Personnel properly.
- D2.3 If any of the Contractor’s Personnel is not a British citizen, Swiss national or a national of a country in the European Economic Area, the Contractor shall ensure that the Contractor’s Personnel has the necessary Home Office permission to work and shall ensure compliance with the Asylum and Immigration Act 1996.
- D2.4 Timely provision of the Services shall be of the essence of the Contract and failure to commence or provide the Services within the time promised or specified shall enable the IICSA (at the IICSA’s option acting reasonably) to release itself from any obligation to accept and pay for the Services and/or to cancel all or part of the Contract, in either case without additional cost and without prejudice to the Home Office’s and the IICSA’s, other rights and remedies.

D3. VARIATION OF THE SERVICES

- D3.1 The IICSA reserves the right from time to time during the term of the Contract in accordance with any change control procedures set out in the Contract to add to, omit, or otherwise vary the Services including the order in which the Services are to be delivered or the locations where the Services are to be provided and any alteration to the prices or completion date arising by reason of such variation shall be agreed between the Parties and the IICSA and shall properly and fairly reflect the nature and extent of the variation in all the circumstances.

D4. CONTRACTOR’S PERSONNEL

- D4.1 The Contractor shall make the Key Personnel available for the purposes of the Services and shall not make any changes in the Key Personnel without the prior written approval of the IICSA, such approval not to be unreasonably withheld. Whenever, for any reason, the Key Personnel are unavailable for the performance of the Services, the Contractor shall as soon as reasonably practicable substitute suitably qualified replacements acceptable to the IICSA.
- D4.2 If and when requested by the IICSA, the Contractor shall provide the IICSA with a list of the names of all the Contractor’s Personnel who may at any time be concerned with the provision of the Services or any part of it, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity, qualifications, experience and other supporting evidence as the IICSA may reasonably require.
- D4.3 The Contractor shall ensure that staff shall be selected for suitability to work with sensitive information such as the personal details of people engaging with the IICSA

and potential information that may be used as evidence for the IICSA. The suitability of personnel and the processes for the recruitment of new personnel shall be mutually agreed between the IICSA and the Contractor and the Contractor shall provide the IICSA with any updates on either new or existing personnel required in order to maintain security.

- D4.4 Where the IICSA reasonably requires by notice to the Contractor that any of the Contractor's Personnel is not to become involved in or is to be removed from involvement in the Services, the Contractor shall take all reasonable steps to comply with such notice. The Contractor shall replace any such person with someone with equivalent experience, qualifications, training and security clearance.
- D4.5 The decision of the IICSA as to whether any person is not to become involved in or is to be removed from involvement in the Services, as to the designation or approval of Key Personnel and as to whether the Contractor has furnished the information or taken the steps required by this Condition D4 shall be final and conclusive.
- D4.6 The Contractor shall:
- D4.6.1 take instructions and all directions and, where appropriate, receive the IICSA's decisions only through the IICSA's Contract Manager;
 - D4.6.2 act in accordance with all reasonable instructions and directions in carrying out the Services;
 - D4.6.3 keep the IICSA's Contract Manager advised on all matters materially related to its performance of the Services according to reporting formats specified by the IICSA;
 - D4.6.4 answer all reasonable enquiries received from the IICSA's Contract Manager;
 - D4.6.5 attend or be represented at regular meetings as requested by the IICSA from time to time.
- D4.7 The Contractor shall ensure that leave is taken by the Key Personnel on dates which do not interfere with the proper delivery of the Services and shall consult with the IICSA's Contract Manager before allowing leave to be taken.
- D4.8 The Contractor shall not vary the Contract prices at anytime during the term of the Contract including any extension due to the promotion of any of the Contractor Personnel.
- D4.9 The Contractor shall bear the cost of any notice, instruction or decision of the Home Office under this Condition D4.

D5. MEETINGS AND REPORTING

- D5.1 The Contractor and the Contractor's Personnel shall upon receipt of reasonable notice and during office hours attend all meetings arranged by the IICSA's Contract Manager for the discussion of matters connected with the performance of the Services.
- D5.2 The Contractor and the Contractor's Personnel shall provide the IICSA's Contract Manager with such reports of the Services and copies of the Deliverables at such intervals and in such form as the IICSA may from time to time reasonably require.

D6. EQUIPMENT, PLANT AND MATERIALS

- D6.1 The Contractor shall provide all equipment, plant and materials necessary for the provision of the Services except where otherwise agreed in the Contract.
- D6.2 In the event that the Contractor procures goods or services including equipment from third parties on behalf of the IICSA, it shall at all times do so in accordance with the provisions of the Public Contracts Regulations 2015 as though the Contractor were a contracting authority within the meaning of those regulations and in accordance with all other applicable domestic and European law.
- D6.3 Where the IICSA, in accordance with the Contract, issues equipment, plant or materials free of charge to the Contractor such equipment, plant or materials shall be and remain the property of the IICSA. The Contractor shall not in any circumstances have a lien on the equipment, plant or materials and shall take all steps necessary to ensure that the title of the IICSA and the exclusion of any lien are brought to the attention of any third party dealing with the equipment, plant and materials.
- D6.4 The Contractor shall maintain all equipment, plant and materials provided by the IICSA in good order and condition and shall use such equipment, plant and materials solely in connection with the Contract. The Contractor shall notify the IICSA of any surplus materials remaining after completion of the Services and shall dispose of them as the IICSA may direct. Waste of such materials arising from bad workmanship or negligence of the Contractor or the Contractor's Personnel shall be made good at the Contractor's expense. Without prejudice to any other of the rights of the IICSA, the Contractor shall deliver up such equipment, plant or materials whether processed or not to the IICSA on demand.

D7. INSPECTION

- D7.1 The IICSA shall be entitled to inspect and examine the performance of the Services and the Contractor shall afford all reasonable access, facilities and assistance required by the IICSA for any inspection and examination free of charge.
- D7.2 No failure to make complaint at the time of such inspection and no approval given during or after such inspections shall constitute a waiver by the IICSA of any rights or remedies in respect of the Services.

D8. ACCEPTANCE PROCEDURE

- D8.1 This Condition D8 shall apply in the absence of any specific acceptance procedures elsewhere in the Contract.
- D8.2 The Contractor shall make available any Deliverables to the IICSA's Contract Manager for Acceptance.
- D8.3 The Acceptance of a Deliverable shall be carried out by the IICSA with the co-operation of the Contractor, within 15 days (or such other period as the Parties may agree in writing) of the Contractor making the Deliverable available to the IICSA during which time the IICSA must determine whether the Deliverable meets the requirements defined and/or any acceptance criteria agreed in writing prior to the commencement of the acceptance procedure.
- D8.4 If it is determined that the Deliverable meets the requirements defined and/or any acceptance criteria agreed the IICSA shall promptly notify the Contractor in writing of its Acceptance.

- D8.5 If it is determined that the Deliverable, or any part of it, does not meet the requirements defined and/or any acceptance criteria agreed, the IICSA shall extend the acceptance period by 10 days (or such other period as the Parties may agree in writing) during which the Contractor shall correct the faults which caused the acceptance to be unsuccessful and the acceptance procedure shall be carried out again.
- D8.6 If, after the IICSA has extended the acceptance period pursuant to Clause D8.5 above, the acceptance has not been recorded as successful by the end of that period, the IICSA shall, have the right, without prejudice to its other rights and remedies:
- D8.6.1 to accept such part of the work as the IICSA may decide and pay a charge calculated on a pro rata basis therefor or such other charge as may be agreed between the Parties; or
- D8.6.2 to extend the acceptance period for a period or periods, specified by the IICSA, during which the Contractor shall correct the fault that caused the acceptance to be unsuccessful and the acceptance procedure shall be carried out again.

D9. HOME OFFICE PREMISES

- D9.1 This Condition D9 shall only apply where the Premises are provided by or on behalf of the IICSA.
- D9.2 Access to the Premises shall be made available to the Contractor free of charge and shall be used solely for the purposes of performing the Contract. The Contractor shall have use of the Premises as licensee.
- D9.3 Access to the Premises shall not be exclusive to the Contractor but shall be such as to enable the Contractor to carry out the Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as the IICSA may reasonably require.
- D9.4 Where any of the Contractor's Personnel is replaced in accordance with D4 the Contractor shall take any steps reasonably required by the IICSA to prevent such Contractor's Personnel being admitted to the Premises.
- D9.6 The Contractor shall make no delivery of its equipment, plant or materials nor commence the Services on the Premises without the IICSA's Contract Manager's prior approval.
- D9.7 The Contractor shall maintain its items of equipment, plant and materials within the Premises in a safe, serviceable and clean condition.
- D9.8 All equipment, plant and materials brought onto the Premises by the Contractor shall be at the Contractor's own risk and the IICSA shall have no liability for any loss or damage to the same unless the Contractor can demonstrate that such loss or damage was caused by the wilful act of the IICSA.
- D9.9 The Contractor shall provide for the haulage or carriage of its equipment, plant or materials to the Premises and the removal therefrom when no longer required at the Contractor's sole cost.
- D9.10 The IICSA shall have the power at any time during the Contract to order in writing that the Contractor:

D9.10.1 remove from the Premises any of its equipment, plant or materials which in the opinion of the IICSA is either hazardous, noxious or not in accordance with the Contract; and

D9.10.2 substitute proper and suitable equipment, plant and materials.

D9.11 On completion of the Services the Contractor shall remove its equipment, plant and unused materials and shall clear away from the Premises all rubbish arising out the Services and leave the Premises in a neat and tidy condition.

D9.12 The Contractor shall pay the costs of making good any damage to the Premises (and any fixtures and fittings of the Premises) done by the Contractor's Personnel other than fair wear and tear.

D9.13 Continuity of electricity, heating, telephone, water supplies, stationery and sewerage ("Supplies") at the Premises is not guaranteed and no liability will be accepted by the Home Office or the IICSA for shut-down or restrictions due to any cause whatsoever.

D9.14 The Contractor's Personnel shall ensure that the Premises are used with due regard for the need for the efficient use and conservation of Supplies and the Home Office nor the IICSA shall not bear the costs of any use of such Supplies by the Contractor's Personnel which do not conform to the requirements of this Clause D9.14.

D10. HEALTH AND SAFETY AND SECURITY

D10.1 The Contractor shall notify the IICSA if the Services are hazardous to health or safety and of the precautions that should be taken in respect thereto.

D10.2 The IICSA shall notify the Contractor of any special health and safety hazards which the IICSA becomes aware of in relation to the Premises, where the Premises are provided by or on behalf of the IICSA, which may affect the Contractor's performance of the Services. If the Home Office or the IICSA notifies the Contractor of any special health and safety hazards the Contractor shall draw any such hazards to the attention of the Contractor's Personnel.

D10.3 The Contractor shall be responsible for the observance by itself and the Contractor's Personnel of all such rules, site regulations, policies, procedures, requirements (including those relating to security arrangements) and safety precautions necessary for the protection of itself and the Contractor's Personnel and any other persons including all precautions required to be taken by or under all applicable laws, enactments, orders, regulations, other similar instruments and codes of practice. The Contractor and the Contractor's Personnel shall co-operate fully with the Home Office or the IICSA to ensure the proper discharge of these duties.

D10.4 Where the Premises are provided by or on behalf of the Contractor, the IICSA shall be entitled to inspect the Premises to ensure they are appropriate for the provision of the Services.

D10.5 Accidents to the Contractor's Personnel at the Premises which ordinarily are required to be reported in accordance with the Health and Safety at Work Act 1974 shall be reported immediately to the IICSA's Contract Manager.

D10.6 The IICSA may undertake security and/or identity checks on any of the Contractor's Personnel requiring unescorted access to the Home Office's or the IICSA's Premises

or IT network. The Contractor and the Contractor's Personnel must comply with the IICSA's arrangements for undertaking security and identity checks.

D11. PAYMENT

D11.1 This Condition D11 shall apply in the absence of any specific provision for payment elsewhere in the Contract.

D11.2 The Contractor shall submit a single, fully itemised invoice at the end of each calendar month in respect of the Services undertaken during that month unless the Contract specifies payment is due upon Acceptance of the Services or Deliverables in which case the Contractor shall submit a single, fully itemised invoice after Acceptance of the Services or Deliverables.

D11.3 The invoice must clearly identify the Services and/or Deliverables to which the invoice relates.

D12. INTELLECTUAL PROPERTY RIGHTS

D12.1 This Condition D12 shall apply in the absence of any specific provision for the allocation of Intellectual Property Rights between the Parties elsewhere in the Contract.

D12.2 All Intellectual Property Rights or other similar protection in any specifications, instructions, plans, data, drawings, databases, patterns, models, designs or other material furnished to or made available to the Contractor by the IICSA pursuant to the Contract shall remain the property of the IICSA.

D12.3 All pre-existing Intellectual Property Rights or other similar protection in any specifications, instructions, plans, data, drawings, databases, patterns, models, designs or other material existing prior to the date of the Contract date and furnished to or made available to the IICSA by the Contractor pursuant to the Contract shall remain the property of the Contractor. The Contractor hereby grants to the Home Office, represented by the IICSA, and the Crown a non-exclusive, royalty free, perpetual and irrevocable licence to use, reproduce, modify, adapt, amend, enhance and other deal with (and to authorise a third party on behalf of the Home Office, represented by the IICSA, or the Crown, such third party having signed a confidentiality undertaking, to use, reproduce, modify, adapt, amend, enhance and otherwise deal with) the Contractor's pre-existing Intellectual Property Rights for the Home Office, represented by the IICSA, or the Crown's own internal purposes, to allow the Home Office, represented by the IICSA, or the Crown to exploit the Intellectual Property Rights or similar generated under the Contract and for any other purposes specified in the Contract.

D12.4 All Deliverables, reports and other documents or similar and all Intellectual Property Rights or other similar protection arising out of the performance by the Contractor's Personnel of their duties hereunder are hereby assigned to and shall vest in the Home Office, represented by the IICSA, absolutely and the Contractor or the Contractor's Personnel shall enter into such documentation and perform such acts as the IICSA may request to properly vest such rights in the IICSA.

D12.5 The provisions of Condition D12 shall apply during the continuance of the Contract and after its expiry or termination howsoever arising.

D13. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

D13.1 If an action, claim or demand for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor may at its own expense and subject to the consent of the IICSA (not to be unreasonably withheld or delayed) either:

D13.1.1 modify any or all of the Services without reducing the performance of the same so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutates mutandis to such modified or substituted Services; or

D13.1.2 procure a licence (at the Contractor's cost) to provide the Services, which are the subject of the alleged infringement, on terms which are acceptable to the IICSA.

D13.2 The provisions of Condition D13 shall apply during the continuance of the Contract and after its expiry or termination howsoever arising.

D14. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 ("TUPE")

D14.1 The Contractor shall provide the IICSA, and/or any other person authorised by the IICSA who is to be invited to submit a tender in relation to the provision of similar Services, with such information (including any changes to and interpretations thereof) in connection with TUPE as the Home Office may require. The Contractor shall provide the information within 10 days of the IICSA's request.

D14.2 During the 8 month period preceding the expiry of the Contract or any notice period, the Contractor shall not without the prior written consent of the IICSA (not to be unreasonably withheld or delayed):

D14.2.1 materially amend the terms and conditions of employment of any employee whose work wholly or mainly falls within the scope of this Contract;

D14.2.2 materially increase the number of employees whose work (or any part of it) is undertaken for the purposes of this Contract; or

D14.2.3 move or deploy any Key Personnel away from the performance of the Services under this Contract.

D15. SOLICITING FOR EMPLOYMENT

D15.1 Each Party to the Contract undertakes not to attempt to solicit nor procure the service or employment of employees of the other Party or persons engaged under a contract for services with the other Party during the term of the Contract and within six calendar months after the termination or expiry of the Contract without the prior written permission of the other Party.

D15.2 Clause D15.1 shall not restrict either Party (including the IICSA) from appointing any person, whether employee or consultant of the other or not, who has applied in response to an advertisement properly and publicly placed in the normal course of business. In such event, neither Party shall have any obligation or liability to the other by way of introductory or finder's fee.

D16. BUSINESS CONTINUITY PLANNING

D16.1 the IICSA may require the Contractor to develop and agree with the IICSA a business continuity plan. Where so required the Contractor shall:

D16.1.1 in accordance with good industry practice, maintain detailed and comprehensive contingency plans against events which could affect the ability of the Contractor to perform the Services in accordance with this Contract, including loss of computer and business systems, loss or failure of equipment, loss of utilities or premises, industrial relations problems, failures in the supply chain, pandemic and loss of Key Personnel; and

D16.1.2 keep the plans under review and make such changes, from time to time, as shall be required in accordance with good industry practice.

D16.2 The IICSA shall be entitled to review any business continuity plans developed under this Contract at any time and, at its sole discretion, make suggested changes or amendments to the plans which the Contractor, acting reasonably shall consider and, after consultation and agreement with the IICSA, put in place.

D17. EXIT AND SKILLS TRANSFER

D17.1 The IICSA may require the Contractor to develop and agree with the IICSA an exit and skills transfer plan describing how the Services shall be handed over and appropriate skills transferred. Any such exit and skills transfer plan will be developed in line with the IICSA's requirements and updated through the term of the Contract.

D18. NON-EXCLUSIVITY

D18.1 The Home Office and the IICSA may at any time engage other persons to provide services of the same type as the Services.

D19. BREAK

D19.1 In addition to the Home Office's (represented by the IICSA) other rights to terminate the Contract the Home Office (represented by the IICSA) shall be entitled to terminate the Contract or any part thereof by giving to the Contractor not less than:

D19.1.1 15 Days notice to that effect where the term of the Contract is less than 90 Days.

D19.1.2 30 Days notice to that effect where the term of the contract is 90 Days or more.

D19.2 Where the Home Office (represented by the IICSA) terminates the Contract under Clause D19.1, the Home Office (represented by the IICSA) shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the

Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under D19.1.

D19.3 The Home Office (represented by the IICSA) shall not be liable under Clause D19.2 to pay any sum which:

D19.3.1 was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

D19.3.2 when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated in accordance with Clause D19.1.

JUST CONTENT LTD PROPOSAL FOR SERVICES

As Publishing Services Supplier to the Independent Inquiry Child Sex Abuse

INTRODUCTION & OVERVIEW

Just Content is pleased to submit this proposal for services as Publishing Services supplier to the Independent Inquiry Child Sex Abuse (IICSA). This proposal is in response to the Invitation to Tender (ITT) Procurement Reference number: 1174, [REDACTED].

We have completed Questionnaires 1-8 and provided the following supporting documents:

JustContent_ITT_1174_Q1_Intro&Overview.pdf
 JustContent_ITT_1174_Q5_Experience.pdf JustContent_ITT_1174_CV1.pdf &
 JustContent_ITT_1174_CV2.pdf JustContent_ITT_1174_Q6-7.pdf
 JustContent_ITT_1174_Q8.xls JustContent_ITT_1174_CompletedFormofTender.pdf

Just Content is an established Publishing Services provider. We are a successful SME, with premises based in [REDACTED]. We operate a flexi-time workforce and are committed to diversity and supporting family-friendly working. We are dedicated to continuous improvement and are proud to have a 100% repeat business track record.

Our agile and on-demand structure allows us to scale operations as needed, to meet significant volume and/or deal efficiently with multiple component projects with highly complex needs, often at short notice. Where time to publication is a driving factor, we are ideally placed to ensure the most effective route to publication without impact on quality and at the most efficient cost. We have significant experience in helping clients to meet aggressive timescales for high-stakes publishing and understand the drivers for working in this way and are able to scale and operate as needed to meet timeframes required.

We have noted the detailed requirements for services outlined in the ITT Annex A and are submitting this proposal on the understanding we would be able to deliver to these requirements as outlined, for all services, on an ongoing basis and/or for the duration of the contract offered. Just Content proposes to offer the outlined services and is pleased to confirm that this would be in full acceptance of the proposed terms and conditions outlined in the ITT Annex B and as outlined by the ITT.

Subject to approval of this response to the ITT, Just Content are ready to move forward in this process at the convenience of the IICSA. We are confident that we can meet the challenges. We hope to secure our position as Publishing Services provider and are thankful for the opportunity to respond to this ITT.

[REDACTED]

Annex D

EXPERIENCE

ABILITY AND QUALIFICATIONS

We have an in-house team of four and an extensive, yet carefully curated, team of specialist editors, project managers and content professionals, all contracted to Just Content and working as associate staff. Just Content is committed to ensuring that our team has the required level of experience and ability appropriate for every single assignment.

Our service is not a generalist service. We are able to offer our clients the services of a number of high performing individuals, meaning that they are able to access high level capabilities and skillsets and identify and request specific competencies or subject expertise when commissioning our services. All work is overseen by our senior team, our Project Leads. Our team is extensive but the following CVs have been provided as sample profiles of our personnel:

- [REDACTED] Editor for the IICSA projects listed in the example projects below (experienced in working on child sex abuse content).
- [REDACTED] Just Content Project Lead (responsible for monitoring and ensuring QA on Just Content projects).

Further information on our team's profiles is provided here: <http://www.justcontent.co.uk/4/>

Our team members are all used to working on a varied range of content types, including research reports, books and other publications and communications materials, print and digital. We work independently, with minimal supervision required and our ethos is that we are only ever as good as our last job.

We have a number of advanced members of the Society for Editors and Proofreaders amongst our editorial team. We expect our editorial staff to adhere to the Society for Editors and Proofreaders Code of Practice and list this as a requirement in our project briefing documentation and refer to it in our own internal KPIs. Our editors are typically Publishing Training Centre trained and our Society for Editors and Proofreaders members are required to evidence their CPD on an ongoing basis. A demonstrable mindset of continuous improvement and commitment to CPD are requirements for everyone we work with.

The standards listed in the ITT Annex A 6.2 reflect our own key performance indicators and with 100% repeat business from our existing clients, we have high standards of professional conduct and competence and regularly work under the conditions of non-disclosure agreements and with sensitive information.

We have a proven track record of delivering ethical, high quality publishing projects, both for the government and other high profile clients. Some examples are provided below but are by no means exhaustive. See below.

Typesetting, Design & Artwork

We use specialist suppliers for these services, working with them on a sub-contractual basis. Our chosen supplier, should we be awarded this contract, would be Hybert Design, an established typesetting and design studio and a partner we know to provide the quality required for our projects.

The Hybert Design profile can be viewed here: <https://hybertdesign.com/about-us/>. Hybert Design have recently worked with us to deliver services on IISCA communications materials.

EXAMPLES OF PREVIOUS WORK

We are proud to have delivered a vast range of services on hundreds of projects for our growing and high-profile client-base over the years. More information on our client base is here provided here: <http://www.justcontent.co.uk/6/>. Much of our work is considered 'high- stakes'.

As requested, here are some examples of previous work relevant to this ITT, as they reflect our previous experience with government content and/or our ability to work with high-stakes content and challenging deadlines.

1) Copyediting, proofreading, rewriting and design work: Literature Review and Prisons

Material Rewrite for the IISCA.

We allocated an editor with the required skills and subject matter experience, ensured a DBS check was in place and non-disclosure paperwork aligned and then delivered value for money by meeting quality, budget and schedule expectations, with a right first time approach, while working independently and without impact to the IISCA Team workload.

2) Proofreading: We were commissioned by the Ministry of Housing, Communities and

Local government to proofread the Independent Review of Building Regulations and Fire Safety.

This work was carried out at extremely short notice, a matter of hours, with high levels of sensitivity needed. We delivered value by engaging a trusted, highly skilled editor and returned the content within 24 hours.

3) Proofreading and layout/design: We have an ongoing contract with Pearson Education's

Teacher Training operation, for all of the UK Schools market, where we have responsibility for proofreading and formatting/designing their training packs.

We deliver value by bringing accuracy and consistency to c. 500+ training packs per year. The work is issued at short notice and we meet the 48-hour deadline requirements of our Service Level Agreement with, again, a right-first-time approach that avoids impact to the in-house team. We also work to high expectations with security and confidentiality as the materials are in pre-release to the training events themselves and contain sensitive exam-related information.

METHODOLOGY, ACCOUNT MANAGEMENT & QUALITY

METHODOLOGY & WORKFLOW

We are used to working from our offices and/or remotely but are happy to visit client headquarters or attend virtual meetings as required. We can work to a client workflow and quality assurance process or follow our own internal workflow as follows:



Monitoring, escalation and communication

Our clients will typically have direct access to the editors working on their projects, for day to day communications, particularly where schedules are challenging as this mitigates the risk of delayed communications via a Project Lead. Communication methods are as required by the client: Email, phone, video conference, in person or any combination of such. We are careful to keep in touch, raising issues early (see workflow above) and using quality assurance points to monitor work progress and check against agreed milestones and benchmarks. We take a proactive approach to query resolution while working to agreed checks and balances and/or client touchpoints.

A Just Content Project Lead is always allocated to oversee and monitor each project and is the first point of escalation. Second point of escalation is [REDACTED]. Our digital file management is cloud-based, on a secure server and we use secure file transfer as required. Our Project Leads and Managing Directors have access to all project files.

ACCOUNT MANAGEMENT & QUALITY SERVICE

Our team are all committed industry professionals and share a culture of continuous improvement both when working with clients but also for their own continuing professional development. We recognise the importance of customer feedback to ensure we can develop our services.

We have noted the service level agreement information listed in the ITT Annex A and are confident that we can meet or improve on these if awarded this contract. We have our own KPIs for service levels, reporting and performance management. The Just Content KPIs can be viewed in full here:

<https://www.dropbox.com/s/32ivkiomxl2g6ok/Just%20Content%20KPIs.xlsx?dl=0>

Just Content appreciates the importance of delivering to quality, schedule and budget and we attribute some of our 100% repeat business rate to our understanding these as critical success factors for our clients. We actively consider the impact that problems with schedule, quality and budget can have. Our workforce works flexibly, increasingly our ability to be efficient with our time and our ability to drive schedule requirements, including supporting the process for subject matter experts who are working around a day job or other commitments.

Just Content's methods for measuring and monitoring performance, delivery and QA on a project basis typically include regular project updates (via agreed communication methods), use of online management, tracking or workflow systems (ours or clients') and project evaluation on completion, with a view to improve future services/activity wherever possible. Success criteria is developed, documented in full and based on shared understanding of:

- Quality
- Timeliness
- Budget
- Continuous improvement and upskilling
- Stakeholder satisfaction

Suggested processes and procedures for Account Management would include:

- Providing a key contact on an ongoing basis and leading monthly or quarterly review meetings and/or or more frequent evaluations/reporting as required.
- Ensuring Just Content team members are fully briefed on accepted KPIs and agreed service levels, monitoring project performance and evaluating overall performance against accepted KPIs and service levels, at project level and on overall delivery.
- Working closely with the IICSA to seek feedback on all of the above, with the aim of identifying areas for improvement and agreeing action plans to improve performance on future projects wherever possible.

[REDACTED]

PRICE SCHEDULE

Travel and Accommodation is not payable under this contract.

Type of work / Service	Price per hour during regular hours (Monday to Friday 9am - 5pm)	Pirce per hour during out of hours
Copy Editing	[REDACTED]	[REDACTED]
Proofreading	[REDACTED]	[REDACTED]
Typesetting	[REDACTED]	[REDACTED]
Basic Design, Artworking and Page Layout	[REDACTED]	[REDACTED]
Plain Language Editing	[REDACTED]	[REDACTED]
Copy Writing	[REDACTED]	[REDACTED]
Infographics, Charts, Tables	[REDACTED]	[REDACTED]