



Ministry  
of Justice

**LVPS**

**Buyer Contract**

**Court User Survey Feasibility Study**

Ipsos (Market Research) Ltd  
3 Thomas More Square  
London  
E1W 1YW  
DUNS 227257185

2<sup>nd</sup> December 2024  
Ref: con\_24561

Dear Sir/Madam,

**Award of Buyer Contract under LVPS**  
**Court User Survey Feasibility Study**

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

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

**The Buyer Contract**

The Buyer Contract shall be as follows:

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

The Term shall begin on the date the contract is signed and the Expiry Date shall be **31/03/2025** unless it is otherwise extended or terminated in accordance with the terms and conditions of the Buyer Contract. If the Buyer and the Supplier enter into the Buyer Contract, the Buyer and the Supplier will, each at their own expense, do all acts and things necessary or desirable to give effect to the Buyer Contract.

Accepting the offer of the Buyer Contract

Signed for and on behalf of <b>The Secretary of State for Justice</b>	
Name:	
Job Title:	
Signature:	

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

Signed for and on behalf of Ipsos (Market Research) Ltd.	
Name:	
Job Title:	
Signature:	

Contract management information

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

If you accept the Buyer Contract, please provide the following information once you have signed:

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

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

Yours faithfully,

**[REDACTED]**

## Annex A Conditions

### 1. DEFINITIONS USED IN THE BUYER CONTRACT

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

<b>"Buyer"</b>	means the person identified in the letterhead of the Letter
<b>"Buyer Cause"</b>	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Buyer Contract and in respect of which the Buyer is liable to the Supplier;
<b>"Buyer Contract"</b>	has the meaning given to it in the Letter;
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>"Central Government Body"</b>	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency
<b>"Charges"</b>	means the charges specified in Part 2 of Annex F and which in aggregate shall in no circumstances exceed the thresholds set out in regulation 5 of the Regulations;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the email of acceptance comprising of commercially sensitive information relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Confidential Information"</b>	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
<b>"Controller"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Loss Event"</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018.;
<b>"Data Protection Legislation"</b>	(i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018;
<b>"Data Protection Officer"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the UK GDPR;

<b>"Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Deliver"</b>	means hand over the Deliverables to the Buyer at the address and on the date specified in Annex C, which shall include unloading and any other specific arrangements agreed in any Special Term. <b>"Delivered"</b> , <b>"Deliveries"</b> and <b>"Delivery"</b> shall be construed accordingly;
<b>"Deliverables"</b>	Offered Deliverables that are ordered under the Buyer Contract and described in Part 1 of Annex F;
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>"DPA 2018"</b>	Data Protection Act 2018
<b>"Electronic Invoice"</b>	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870
<b>"Existing IPR"</b>	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Buyer Contract (whether prior to the date of the Buyer Contract or otherwise)
<b>"Expiry Date"</b>	means the date for expiry of the Buyer Contract as set out in the Letter;
<b>"FOIA"</b>	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected Party which prevent or materially delay the affected Party from performing its obligations under the Buyer Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the affected Party, including:  a) riots, civil commotion, war or armed conflict;  b) acts of terrorism;  c) acts of a Central Government Body, local government or regulatory bodies;  d) fire, flood, storm or earthquake or other natural disaster,  but excluding any industrial dispute relating to the Supplier, the Supplier Staff, or any other failure in the Supplier or the subcontractor's supply chain;
<b>"General Anti-Abuse Rule"</b>	a) the legislation in Part 5 of the Finance Act 2013; and  b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to

	avoid National Insurance contributions;
<b>"Goods"</b>	means the goods to be supplied by the Supplier to the Buyer under the Buyer Contract;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government Data"</b>	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Buyer Contract; or</p> <p>b) any Personal Data for which the Buyer is the Data Controller;</p>
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"Independent Control"</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Insolvency Event"</b>	<p>in respect of a person:</p> <p>a) if that person is insolvent;</p> <p>b) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p> <p>c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business;</p> <p>d) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;</p>
<b>"IR35"</b>	<p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p><a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a>;</p>
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Appendix 2 of Annex D;
<b>"Joint Control"</b>	where two or more Controllers jointly determine the purposes and means of Processing and <b>"Joint Controller"</b> shall be construed accordingly;
<b>"Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
<b>"Law Enforcement Processing"</b>	processing under Part 3 of the DPA 2018;

<b>"Letter"</b>	the letter from the Buyer to the Supplier offering to enter into the Buyer Contract;
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise;
<b>"LVPS"</b>	has the meaning given to it in the Letter
<b>"LVPS Contract"</b>	the contract between CCS and the Supplier for the admission of the Supplier to the LVPS pursuant to which the Supplier makes the Offered Deliverables available for sale under this Buyer Contract;
<b>"Maximum Liability Amount"</b>	the amount specified in Annex C of the Letter;
<b>"Minimum Warranty Period"</b>	the minimum period for which the Supplier warrants the Deliverables specified in Annex C of Letter;
<b>"New IPR"</b>	all intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Buyer Contract but shall not include the Supplier's Existing IPR;
<b>"Occasion of Tax Non-Compliance"</b>	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the first day of the Term or to a civil penalty for fraud or evasion;</p>
<b>"Offered Deliverables"</b>	Goods and/or Services which meet the description of the service heading relating to the Deliverables and the location of the Deliverables as detailed in the LVPS;
<b>"Party"</b>	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
<b>"Personal Data"</b>	has the meaning given to it in the UK GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the UK GDPR;
<b>"Processing"</b>	has the meaning given to it in the UK GDPR;
<b>"Processor"</b>	has the meaning given to it in the UK GDPR;
<b>"Processor Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under the Buyer Contract;
<b>"Prohibited Acts"</b>	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p>

	<p>ii) reward that person for improper performance of a relevant function or activity;</p> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Buyer Contract; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>"Protective Measures"</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
<b>"Purchase Order Number"</b>	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Buyer Contract;
<b>"Recall"</b>	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right intellectual property rights) that might endanger health or hinder performance;
<b>"Relevant Requirements"</b>	applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>"Request for Information"</b>	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
<b>"Services"</b>	means the services to be supplied by the Supplier to the Buyer under the Buyer Contract;
<b>"Special Term"</b>	any special term specified in Annex B to the Letter;
<b>"Staff Vetting Procedures"</b>	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
<b>"Suitability Assessment Questionnaire"</b>	The questionnaire completed by the Supplier as part of its application for inclusion in the LVPS, as set out at Annex E;



<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Processor related to the Buyer Contract;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Buyer Contract;
<b>"Supplier"</b>	means the person named as Supplier in the Letter;
<b>"Term"</b>	means the period from the start date of the Buyer Contract identified in paragraph 6 of the Letter to the Expiry Date as such period may be extended in accordance with paragraph 6 of the Letter or terminated in accordance with the terms and conditions of the Buyer Contract;
<b>"Transparency Information"</b>	the content of the Buyer Contract, including any changes to the Buyer Contract agreed from time to time, except for:  (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and  (ii) Commercially Sensitive Information;
<b>"UK GDPR"</b>	the UK General Data Protection Regulation;
<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Workers"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>Working Day"</b>	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## 2. UNDERSTANDING THE BUYER CONTRACT

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

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

### **3. HOW THE BUYER CONTRACT WORKS**

- 3.1. Any Special Terms that the Buyer has included in Annex B supplement or change these Conditions.
- 3.2. This Buyer Contract is a separate contract from the LVPS Contract and survives the termination of the LVPS Contract.
- 3.3. The Supplier acknowledges it has all the information required to perform its obligations under the Buyer Contract before entering into the Buyer Contract. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 3.4. The Supplier will not be excused from any obligation, or be entitled to additional Charges because it failed to either:
  - a) verify the accuracy of any information provided to the Supplier by or on behalf of the Buyer prior to the first day of the Term; or
  - b) properly perform its own adequate checks.
- 3.5. The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 3.6. The Supplier warrants and represents all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.
- 3.7. The Buyer and the Supplier acknowledge and agree that the Buyer awarded this Buyer Contract to the Supplier pursuant to Part 4 of the Regulations and that as such the value of this Buyer Contract, including any form of option, any renewal and any modifications, shall be less than the relevant threshold mentioned in Regulation 5 of the Regulations.

### **4. WHAT NEEDS TO BE DELIVERED**

- 4.1. All Deliverables;
  - a) the Supplier must provide Deliverables:
    - i) in accordance with the Offered Deliverables;
    - ii) to a professional standard;
    - iii) using reasonable skill and care;
    - iv) using Good Industry Practice;
    - v) using its own policies, processes and internal quality control measures as long as they do not conflict with the Buyer Contract;
    - vi) on the dates agreed; and
    - vii) that comply with all Law.
  - b) the Supplier must provide Deliverables with a warranty of at least the Minimum Warranty Period (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects;
  - c) the Supplier must assign all third party warranties and indemnities covering the Deliverables for the Buyer's benefit.
- 4.2. Goods clauses
  - a) all Goods delivered must be new, or as new if recycled, unused and of recent origin;
  - b) all manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free;
  - c) the Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier;

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

#### 4.3. Services clauses

- a) late Delivery of the Services will be a default of the Buyer Contract;
- b) the Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions;
- c) the Supplier must at its own risk and expense provide all equipment required to Deliver the Services;
- d) the Supplier must allocate sufficient resources and appropriate expertise to the Buyer Contract;
- e) the Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors;
- f) the Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects;
- g) the Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Buyer Contract.

## 5. PRICING AND PAYMENTS

5.1. In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the Charges. The Supplier shall raise invoices promptly and in any event within 90 days from when the Charges are due.

5.2. All Charges:

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

5.3. The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the email accepting the Buyer Contract.

5.4. A Supplier invoice is only valid if it:

- a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
- b) includes a detailed breakdown of Deliverables which have been Delivered (if any); and
- c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

5.5. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

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

5.7. The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.

5.8. The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

## **6. THE BUYER'S OBLIGATIONS TO THE SUPPLIER**

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

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

6.2. Clause 6.1 only applies if the Supplier:

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

## **7. RECORD KEEPING AND REPORTING**

- 7.1. The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in Annex C to the Letter.
- 7.2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Buyer Contract:
  - a) during the term of the Buyer Contract;
  - b) for seven years after the date of expiry or termination of the Buyer Contract; and
  - c) in accordance with UK GDPR
- 7.3. The Buyer or an auditor can audit the Supplier.
- 7.4. The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Buyer Contract and provide copies for the audit.
- 7.5. The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6. Where the audit of the Supplier is carried out by an auditor, the auditor shall be entitled to share any information obtained during the audit with the Buyer.
- 7.7. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
  - a) tell the Buyer and give reasons;
  - b) propose corrective action; and
  - c) provide a deadline for completing the corrective action.
- 7.8. If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Buyer Contract then the Buyer may:
  - a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Buyer Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
  - b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Buyer Contract immediately for material breach (or on such date as the Buyer notifies).

## **8. SUPPLIER STAFF**

- 8.1. The Supplier Staff involved in the performance of the Buyer Contract must:

- a) be appropriately trained and qualified;
  - b) be vetted using Good Industry Practice and in accordance with the Staff Vetting Procedures; and
  - c) comply with all conduct requirements when on the Buyer's premises.
- 8.2. Where a Buyer decides one of the Supplier's Staff is not suitable to work on the Buyer Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 26.
- 8.4. The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5. The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6. The Supplier shall use those persons nominated in the email of acceptance (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
  - b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

## **9. RIGHTS AND PROTECTION**

- 9.1. The Supplier warrants and represents that:
- a) it has full capacity and authority to enter into and to perform the Buyer Contract;
  - b) the Buyer Contract is executed by its authorised representative;
  - c) it is a legally valid and existing organisation incorporated in the place it was formed;
  - d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Buyer Contract;
  - e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Buyer Contract;
  - f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Buyer Contract; and
  - g) it is not impacted by an Insolvency Event.
- 9.2. The warranties and representations in clauses 3.6 and 9.1 are repeated each time the Supplier provides Deliverables under the Buyer Contract.

9.3. The Supplier indemnifies the Buyer against each of the following:

- a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Buyer Contract; and
- b) non-payment by the Supplier of any tax or National Insurance.

9.4. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

## 10. INTELLECTUAL PROPERTY RIGHTS (IPRS)

10.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

- a) receive and use the Deliverables; and
- b) use the New IPR.

10.2. Any New IPR created under the Buyer Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Buyer Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3. Where a Party acquires ownership of intellectual property rights incorrectly under this Buyer Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.4. Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5. If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an **"IPR Claim"**), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; or
- b) replace or modify the relevant item with substitutes that do not infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

10.7. In spite of any other provisions of the Buyer Contract and for the avoidance of doubt, award of the Buyer Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing with reference to the acts authorised.

## 11. ENDING THE CONTRACT

### 11.1. Ending the Buyer Contract without a reason:

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

### 11.2. When the Buyer can end the Buyer Contract:

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

### 11.3. When the Supplier can end the Buyer Contract:

- a) the Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Buyer Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Buyer Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

### 11.4. What happens if the Buyer Contract ends

- a) where a Party terminates the Buyer Contract under any of clauses 11.1, 11.2(a), 11.2(b), 11.3, 20.2, 23.4 or 31.3 all of the following apply:
  - i. the Buyer's payment obligations under the terminated Buyer Contract stop immediately;
  - ii. accumulated rights of the Parties are not affected;
  - iii. the Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the termination date;
  - iv. the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;



- v. the Supplier must promptly return any of the Buyer's property provided under the Buyer Contract;
  - vi. the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- b) in addition to the consequences of termination listed in clause 11.4(a), where the Buyer terminates the Buyer Contract under clause 11.2(a), the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Buyer Contract;
  - c) in addition to the consequences of termination listed in clause 11.4(a), if either the Buyer terminates the Buyer Contract under clause 11.1 or the Supplier terminates the Buyer Contract under either of clauses 11.3 or 23.4;
    - i. the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
    - ii. the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Buyer Contract had not been terminated.
  - d) in addition to the consequences of termination listed in clause 11.4(a), where a Party terminates under clause 20.2 each Party must cover its own Losses.
  - e) the following clauses survive the termination of the Buyer Contract: 7, 8.5, 10, 12, 14, 15, 16, 17, 18, 33, 34 and any clauses which are expressly or by implication intended to continue.
- 11.5. Partially ending and suspending the Buyer Contract;
- a) where the Buyer has the right to terminate the Buyer Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Buyer Contract it can provide the Deliverables itself or buy them from a third party;
  - b) the Buyer can only partially terminate or suspend the Buyer Contract if the remaining parts of it can still be used to effectively deliver the intended purpose;
  - c) the Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.5, but the Supplier may not either:
    - i. reject the variation;
    - ii. increase the Charges, except where the right to partial termination is under clause 11.1;
  - d) the Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.5.

## 12. HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

- 12.1. Each Party's total aggregate liability under or in connection with the Buyer Contract (whether in tort, contract or otherwise) is no more than the higher of the Maximum Liability Amount or 150% of the Charges paid or payable to the Supplier.
- 12.2. No Party is liable to the other for:
  - a) any indirect Losses; or

- b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3. In spite of clause 12.1, neither Party limits or excludes any of the following:
- a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
  - c) any liability that cannot be excluded or limited by Law; or
  - d) its liability to the extent it arises as a result of a default by the Supplier, any fine or penalty incurred by the Buyer pursuant to Law and any costs incurred by the Buyer in defending any proceedings which result in such fine or penalty.
- 12.4. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Buyer Contract, including any indemnities.
- 12.5. If more than one Supplier is party to the Buyer Contract, each Supplier Party is jointly and severally liable for their obligations under the Buyer Contract.

### **13. OBEYING THE LAW**

- 13.1. The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
- a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at ([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
  - b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
  - c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
  - d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

### **14. DATA PROTECTION**

- 14.1. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex D of the Letter.
- 14.2. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six months.
- 14.4. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Buyer.

- 14.5. If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Buyer Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.6. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
  - b) restore the Government Data itself or using a third party.
- 14.7. The Supplier must pay each Party's reasonable costs of complying with clause 14.6 unless the Buyer is at fault.
- 14.8. The Supplier:
- a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
  - b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
  - c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
  - d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
  - e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.
- 14.9. In the event that, following the end of the UK's transition period for exit from the EU, CCS determines in its absolute discretion that any of the Standard Contractual Clauses for data transfers issued by the European Commission from time to time applies to any Processing under or in connection with this Buyer Contract, at its own expense, each Party shall do everything necessary to give full effect to the relevant Standard Contractual Clauses as part of this Buyer Contract.

## **15. WHAT YOU MUST KEEP CONFIDENTIAL**

- 15.1. Each Party must:
- a) keep all Confidential Information it receives confidential and secure;
  - b) except as expressly set out in clauses 15.2 to 15.4 or elsewhere in the Buyer Contract, not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent; and
  - c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2. In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
- a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

- b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- c) if the information was given to it by a third party without obligation of confidentiality;
- d) if the information was in the public domain at the time of the disclosure;
- e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- f) on a confidential basis, to its auditors;
- g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3. In spite of clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Buyer Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

15.4. In spite of clause 15.1, the Buyer may disclose Confidential Information in any of the following cases:

- a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- d) where requested by Parliament; or
- e) under clauses 5.8 and 16.

15.5. For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.

15.6. Transparency Information is not Confidential Information.

15.7. The Supplier must not make any press announcement or publicise the Buyer Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. WHEN YOU CAN SHARE INFORMATION**

16.1. The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

16.2. Within five (5) Working Days of the Buyer's request the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

- a) publish the Transparency Information;

- b) comply with any Freedom of Information Act (FOIA) request; and/or
  - c) comply with any Environmental Information Regulations (EIR) request.
- 16.3. The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, in its absolute discretion.

## **17. INVALID PARTS OF THE CONTRACT**

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

## **18. NO OTHER TERMS APPLY**

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

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

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

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

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

## **21. RELATIONSHIPS CREATED BY THE CONTRACT**

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

## **22. GIVING UP CONTRACT RIGHTS**

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

## **23. TRANSFERRING RESPONSIBILITIES**

- 23.1. The Supplier cannot assign, novate or transfer the Buyer Contract or any part of the Buyer Contract without the Buyer's written consent.
- 23.2. The Buyer can assign, novate or transfer its Buyer Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Buyer.

- 23.3. When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4. The Supplier can terminate the Buyer Contract if it is novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6. If the Buyer asks the Supplier for details about subcontractors, the Supplier must provide details of subcontractors at all levels of the supply chain including:
- a) their name;
  - b) the scope of their appointment; and
  - c) the duration of their appointment.

## **24. CHANGING THE CONTRACT**

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

## **25. HOW TO COMMUNICATE ABOUT THE CONTRACT**

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

## **26. PREVENTING FRAUD, BRIBERY AND CORRUPTION**

- 26.1. The Supplier must not during the Term:
- a) commit a Prohibited Act or any other criminal offence referred to in Section 2 of the Suitability Assessment Questionnaire; or
  - b) do or allow anything which would cause the Buyer, including any of its employees, consultants, contractors, subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 26.2. The Supplier must during the Term:
- a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its subcontractors to do the same;

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

## **27. EQUALITY, DIVERSITY AND HUMAN RIGHTS**

- 27.1. The Supplier must follow all applicable equality law when they perform their obligations under the Buyer Contract, including:
- a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
  - b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 27.2. The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Buyer Contract.

## **28. HEALTH AND SAFETY**

- 28.1. The Supplier must perform its obligations meeting the requirements of:
- a) all applicable Law regarding health and safety; and

- b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 28.2. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer premises that relate to the performance of the Buyer Contract.

## **29. ENVIRONMENT**

- 29.1. When working at the Buyer's premises, the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 29.2. The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## **30. TAX**

- 30.1. The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Buyer Contract where the Supplier has not paid a minor tax or social security contribution.
- 30.2. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Buyer Contract, the Supplier must both:
- a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
  - b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 30.3. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- a) the Buyer may, at any time during the Term, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
  - b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
  - c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements; and
  - d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **31. CONFLICT OF INTEREST**

- 31.1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal



duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Buyer Contract, in the reasonable opinion of the Buyer (a "Conflict of Interest").

31.2. The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.

31.3. The Buyer can terminate its Buyer Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

## **32. REPORTING A BREACH OF THE CONTRACT**

32.1. As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13 or clauses 26 to 31.

32.2. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

## **33. RESOLVING DISPUTES**

33.1. If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

33.2. If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

33.3. Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- a) determine the dispute;
- b) grant interim remedies; and
- c) grant any other provisional or protective relief.

33.4. The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

33.5. The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.

33.6. The Supplier cannot suspend the performance of the Buyer Contract during any dispute.

## **34. WHICH LAW APPLIES**

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

## **Annex B – NOT USED**

### **Special Terms**

## Annex C

### Contract Management Information

#### PAYMENT

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

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

Ministry of Justice  
PO Box 743  
Newport  
Gwent  
NP10 8FZ

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

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

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

If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to the [APinvoices-MOJ-U@gov.sscl.com](mailto:APinvoices-MOJ-U@gov.sscl.com)

#### DATE AND ADDRESS FOR DELIVERY:

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

**Address of delivery:**

**[REDACTED]**

#### BUYER'S ADDRESS FOR NOTICES:

For the attention of the Contract Manager for con\_24561

**[REDACTED]**

#### BUYER'S AUTHORISED REPRESENTATIVE:

**[REDACTED]**

#### PROCEDURES AND POLICIES

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

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

**MINIMUM WARRANTY PERIOD**

The duration of the contract period.

**MAXIMUM LIABILITY AMOUNT**

The value of the contract.

**BASWARE SUPPLIER GUIDANCE**

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

## **Annex D**

### **Processing Data**

#### **STATUS OF THE CONTROLLER**

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Buyer Contract dictates the status of each party under the Data Protection Act 2018. A Party may act as:
  - a) “Controller” in respect of the other Party who is “Processor”;
  - b) “Processor” in respect of the other Party who is “Controller”;
  - c) “Joint Controller” with the other Party;
  - d) “Independent Controller” of the Personal Data where the other Party is also “Controller”

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

#### **WHERE ONE PARTY IS CONTROLLER AND THE OTHER PARTY ITS PROCESSOR**

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Appendix 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Buyer Contract:
  - a) Process that Personal Data only in accordance with Appendix 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in clause 14.3 of the Conditions, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - i. nature of the data to be protected;

- ii. harm that might result from a Personal Data Breach;
  - iii. state of technological development; and
  - iv. cost of implementing any measures;
- c) ensure that:
- i. the Processor Personnel do not Process Personal Data except in accordance with the Buyer Contract (and in particular Appendix 1 (Processing Personal Data));
  - ii. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this Annex D, clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information) of the Conditions;
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Buyer Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled;
- i. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
  - ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - iv. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Buyer Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Annex D, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Buyer Contract it:
- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - b) receives a request to rectify, block or erase any Personal Data;
  - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Buyer Contract;
  - e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Annex D shall include the provision of further information to the Controller, as details become available.

8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Annex D (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
  - a) the Controller with full details and copies of the complaint, communication or request;
  - b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Annex D. This requirement does not apply where the Processor employs fewer than 250 staff, unless
  - a) the Controller determines that the Processing is not occasional;
  - b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Buyer Contract, the Processor must:
  - a) notify the Controller in writing of the intended Subprocessor and Processing;
  - b) obtain the written consent of the Controller;
  - c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Annex D such that they apply to the Subprocessor; and
  - d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Buyer may, at any time on not less than thirty (30) Working Days' notice, revise this Annex D by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Buyer Contract).

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

#### **WHERE THE PARTIES ARE JOINT CONTROLLERS OF PERSONAL DATA**

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

#### **INDEPENDENT CONTROLLERS OF PERSONAL DATA**

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Annex D above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Buyer Contract.
21. The Parties shall only provide Personal Data to each other:
  - a) to the extent necessary to perform their respective obligations under the Buyer Contract;
  - b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - c) where it has recorded it in Appendix 1 (Processing Personal Data).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
23. A Party Processing Personal Data for the purposes of the Buyer Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Buyer Contract ("**Request Recipient**"):



- a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - i. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - ii. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Buyer Contract and shall:
- a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - b) implement any measures necessary to restore the security of any compromised Personal Data;
  - c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Buyer Contract as specified in Appendix 1 (Processing Personal Data).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Buyer Contract which is specified in Appendix 1 (Processing Personal Data).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Annex D to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 17 to 27 of this Annex D.

## Appendix 1 - Processing Personal Data and Data Subjects

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of Annex D and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>This will be definitively determined in more detail with the appointed supplier. However, it is currently anticipated:</p> <p>The Supplier will process a range of primary quantitative and qualitative data regarding the public's experience of civil county courts and the wider financial, economic and social impacts of legal disputes for individuals and businesses.</p> <p>This data is likely to include data from qualitative testing of interview questions and survey responses for a small pilot survey to test how the survey methodology works in practice.</p> <p>Contact details for court users are held by HMCTS. The Supplier will work with HMCTS to develop a sampling methodology. A sample of court user's contact details will be shared with the Supplier to develop and test survey questions and potentially test the methodology with a small pilot survey.</p> <p>The Parties are Independent Controllers of Personal Data in relation to their own personnel data.</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li><i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li><i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.</i></li> </ul>

Duration of the Processing	Data processing will be required over the length of the contract: October 2024 to 31 <sup>st</sup> March 2025.
Nature and purposes of the Processing	<p>Processing will include accessing contact details and case type details in order to develop a sampling methodology for a survey of a representative sample of county court users. The Supplier may also test whether the same sampling methodology is transferable for a future survey of users of High Court, Employment Tribunal and Property Tribunal.</p> <p>The Supplier will carry out cognitive testing of research questions with a sample of court users. This will involve processing contact details, carrying out qualitative interviews to test users understanding of survey questions and whether the data collected from the survey will answer the required research questions for policy development in Dispute Resolution.</p> <p>The Supplier may run a small pilot study to test the methodology, in which case, processing will include the collection of qualitative and quantitative data from individuals and businesses through research instruments (such as surveys and interviews), which might also include recordings. This data will be stored and analysed including statistical analysis.</p> <p>The data collected and processed will be used to assess the feasibility of running a subsequent Civil Court User Survey.</p> <p>The data will be stored, process and destroyed in line with GDPR protocols.</p> <p>If this feasibility study demonstrates that it is possible to run such a court user survey, that will gather evidence of experiences and outcomes for individuals and businesses with civil legal disputes in the county courts, to calculate costs and benefits to individuals, businesses and Government and disseminate findings to inform policy decisions and develop the evidence base for future investment.</p>
Type of Personal Data	Personal data collected and processed as part of this project might include name, address, company details, telephone number, gender, ethnic background, details of an individual's current and previous legal problems, experience of being a user of county court and the associated impacts on finances, health and well-being.
Categories of Data Subject	<p>Members of the public (individuals and businesses) as users of county courts. Potentially members of the public as users of the High Court, Employment Tribunal and Property Tribunal to test if the methodology is transferable.</p>
Plan for return and destruction of the data once the Processing is complete	The data will be retained for the duration of the study and then beyond to a total of 12 months in line with GDPR regulations before being destroyed.
UNLESS requirement under Union or Member State law to preserve that type of data	



**Annex E**  
**Suitability Assessment Questionnaire**  
**[REDACTED]**

## Annex F

### Part 1 – Deliverables

#### Specification

Title of Request:	Court user survey feasibility study: Impacts and resourcing of legal disputes
Estimated Total Value:	£116,406 (exc VAT)
Duration of Engagement:	6-7 months
Required Commencement Date:	End October/Beginning November 2024

#### 1. Introduction

The Ministry of Justice (MoJ) is a ministerial government department, at the heart of the justice system. Working closely with many other government agencies, the organisation is responsible for courts, prisons, probation services and attendance centres.

The project is being commissioned via the MoJ Dispute Resolution (DR) Programme, a relatively new policy area to promote the take up of non-court dispute resolution to encourage legal disputes to be resolved swiftly and more cheaply through mediation and early neutral evaluation, for example, rather than by a judicial decision in a court. We work to improve understanding and access to DR services and – where appropriate – expand its use in current and new jurisdictions.

The Dispute Resolution Programme focusses mainly on civil disputes and the state-managed gateways into court (e.g. HMCTS mediation services). Alternative methods of dispute resolution to court can be appropriate after legal proceedings are issued but before a full hearing before a judge. The DR policy and analytical teams will work closely with the supplier during the delivery of this work.

This specification sets out the requirements for a suitably qualified and experienced contractor to conduct research and analysis to expand our evidence base on court users.

## 2. Background to the Requirement

Provide background information to the project to help the contractor understand how it fits in to the business objectives of the procurement. Consider including issues such as:

- any history relevant to the procurement
- recent developments
- a description of the business activities in the area relating to the procurement
- business functions & processes
- organisation & staffing
- roles & responsibilities

The Ministry of Justice (MoJ) is seeking a suitably qualified and experienced contractor to provide methodological expert advice on the feasibility of surveying individuals and businesses who have had contact with the civil county courts.

A feasibility study is required for a court user survey for civil county courts. This will include developing survey methodologies, sampling frameworks and weighting methods, producing rigorously tested survey instruments, carrying out a survey pilot and producing a feasibility study report to publishable standard.

This study may also consider whether it is feasible to carry out a similar survey in future with users of High Courts, employment tribunals and the First-Tier Tribunal (property chamber) as these specific tribunals also hear civil, party-to-party cases.

The work is required to assess whether and how these court customers could be surveyed to provide representative data on their characteristics, experiences and attitudes, in order for the MoJ to obtain information about the profile of court customers, their journeys through the justice system and how this impacts wider aspects of their lives such as health and productivity, the costs they incur and their income levels and propensity to be able to pay for private mediation.

The study will test various aspects of feasibility to develop a survey design and methodology that will be commissioned later as a separate project. Both projects and their outputs including published reports will be delivered and managed in line with [Government Social Research \(GSR\) standards](#).

Understanding court users' characteristics, resources and behaviours is a key evidence need for MoJ; there is a lack of evidence in relation to citizens' and businesses experiences of the civil justice system by case type, and there is no robust information on their financial resources and ability to pay for alternative dispute resolution, legal advice, and representation. This is needed to assess the likely impact of policy interventions and the extent to which court users can respond to potential policy changes to integrate alternative dispute resolution into civil justice pathways for higher value claims.

The proposed future survey will include information regarding court users' financial situations and the financial impact of users' experiences of the justice system. This can be used to estimate the impact of introducing compulsory dispute resolution for higher value civil claims, and the likely extent of any state subsidy that would likely be needed to avoid introducing an undue barrier to justice. It will provide us with guidance on the impact this could have on demand for subsidised private dispute resolution costs for those on low incomes.

The proposed court user survey is a novel study attempting to collect data such as the costs of legal disputes, participant income levels and impacts on participants' health in relation to experiencing a legal dispute. The study is hoped to disaggregate the impact of the dispute cause from the impact of

experiencing the justice system. A feasibility study is a prudent way to explore a number of interesting challenges when doing so, to ensure that a full survey can measure what it sets out to.

Without the feasibility stage of this work the survey would carry a greater risk of failure so, to ensure good use of public money, it is essential that the contractor has experience of developing survey methodology, samples, and instruments.

This feasibility study should deliver a total survey quality framework, including a strategy for designing the survey that maximises quality and reduces error. This should be achieved by balancing the dimensions of quality within the budget and realistic delivery schedule.

### **Previous relevant research:**

The feasibility study should consider the most appropriate method for delivering the court user survey, drawing on experience from other previous legal needs surveys.

The contractor may wish to draw on the existing themes and survey questions where relevant, though the feasibility study would require rigorous testing to ensure that this fit for the purpose for the new proposed Court User Survey.

#### *The Civil Court User Survey (Ministry of Justice, 2015)<sup>1</sup>*

- Asked around 2,200 civil court claimants (individuals) about their pathways into the system and experiences of various court services. In terms of early resolution, it found that:
  - Most individual claimants would have preferred to have avoided court action if they could (68% overall: 57% for damages claimants but rising to 80% and 81% among specified money and possession claimants respectively).
  - Most individual claimants said they had taken some form of action in an effort to avoid going to court, although this was less common among damages claimants (67%) in comparison to other claim types (over 90% in each case).
  - Overall, almost a quarter (23%) of individual claimants had used formal mediation before starting their claim.
  - Most individual claimants (81%) said that they sought advice before deciding to start the claim. The most common source of advice was solicitors or other lawyers (used by 52% of all claimants).
- In comparison to the Court User Survey 2015, the proposed survey will focus more on the wider social, economic and health impacts for users of having a legal dispute and their ability to pay for proposed mandatory dispute resolution services. This survey however will use some of the same questions centred around users' experiences and characteristics.

#### *The Legal Problem and Resolution Survey (LPRS) 2015<sup>2</sup>*

- A nationally representative telephone survey of 10,000 adults over 18 in England and Wales.
- It was conducted to explore the strategies that people use to resolve these problems, problem outcomes, and how these vary for different types of legal problem and for different groups of people.
- The findings show that most justice problems are dealt with at an early stage: only around 10% of those with justice problems use a lawyer, and only around 5% end up using the courts.

#### *The Legal Problem and Resolution Survey (LPRS) 2023*

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<sup>1</sup> <https://www.gov.uk/government/publications/civil-court-user-survey-2014-to-2015>

<sup>2</sup> <https://www.gov.uk/government/publications/legal-problem-and-resolution-survey-2014-to-2015>



- Now complete and findings are expected to be published this year.
- Measures people's experiences of everyday problems, including issues such as personal debt, problems with consumer purchases, disputes with employers and landlords, injury or ill-health arising from accidents or negligence and issues arising from a relationship breakdown.
- The LPRS is designed to provide robust data on the prevalence of legal problems, the strategies and services that people use to resolve their problems, and problem outcomes. It includes some questions around awareness and use of alternative dispute resolution outside of courts and tribunals.
- Surveyed a sample of over 9,000 adults across England and Wales aged 18+ online via Ipsos' random probability Knowledge Panel. Included coverage of the digitally excluded population. The sample was stratified by country, education, ethnicity and age. One person per household was invited to participate.
- An additional sample of just over 1,000 adults across England and Wales aged 18+ were surveyed through face-to-face interviews. This was a change in methodology compared with the previous LPRS (2014-15) which was conducted using telephone interviews.
- The proposed civil court user survey will complement the LPRS by specifically sampling users that have entered into the litigation process, rather than being a general population survey. This provides a larger sample of people with direct experience of court which will help us understand the impact of their interaction with the justice system.

#### *The Everyday Legal Problems and the Cost of Justice in Canada Report 2016*

- Reported on the Cost of Justice project (2011-2017) which examined the social and economic costs of Canada's justice system. It was guided by two questions:
  1. What is the cost of delivering access to justice?
  2. what is the cost of not delivering access to justice?
- Innovative approach to ask the public what legal problems cost –not just in dollars, but in time and opportunity costs, costs to their physical and mental health, and costs to their livelihood. It examined methods of dealing with, and costs associated with, everyday legal problems in Canada.
- Study found that 43% of respondents who reported on the cost aspects of their problems said they spent some money attempting to resolve their problem. They reported spending approximately \$6,10032 when dealing with their problems. In Canada, this equates to approximately \$23 billion over three years or just over \$7.7 billion per year.
- The majority of respondents' expenditure was on lawyers fees, but respondents also reported spending money on travel, materials copying and printing, court fees, other advisors and mediators, telephone calls, childcare and other household expenses.
- The authors also estimated the costs to the public purse. They estimated that as a result of experiencing one or more legal problems, the cost to the Canadian public purse in 2016 was approximately \$800 million. This included \$248 million in additional social assistance payments, \$450 million in additional employment insurance payments and \$101 million in additional health care costs.
- This feasibility study could consider the feasibility of adopting some of the methods used in this Canadian study to gain data on difficult things to measure such as the direct costs of legal disputes and what that expenditure is on, along with measures around health issues associated with having legal disputes and resultant access to health and public services.

#### *The Legal Services Board Online survey of individuals' handling of legal issues in England and Wales (2023)*

- In a joint project with the Law Society, this survey had 17,668 online responses and a further 500 offline responses from adults based in England and Wales, collected between October and December 2023.
- The survey found that two thirds (66%) of adults based in England and Wales have experienced at least one legal issue between 2019 and 2023. This includes 57% who have experienced at least one contentious legal issue, these are more likely to involve a court or tribunal process. Fifty-two per cent with an issue got expert help, 11% got non-professional help (mainly from friends or family), 38% did not get help.

- When thinking about anything they wish they had done differently in response to the legal issue they faced, 20% wished that they had acted sooner and 11% wished they have got information or assistance sooner. This demonstrates the demand for earlier legal problem resolution.

#### *Legal Services Board Survey of the legal needs of small businesses (2018)*

- The survey found that 31% of small business had a legal problem with the preceding 12 months of answering the question.
- It estimated that the total annual losses to small businesses due to legal problems was estimated at £40bn, and over 1 million individuals in small businesses suffering ill health as a result of these legal problems. Other businesses were the main source of the problem (44%) and small businesses with BAME and disabled business owners-managers, were more likely to experience problems.

#### *Digital Services Evaluation by HMCTS Reform (2022-24)*

- Evaluating the digitisation of services in the civil and family courts, and tribunals, as part of the HMCTS Reform Programme. It includes surveys, interviews and analysis of management information to assess the implementation and effects of digitisation, especially relating to access to justice. The findings are expected to be published in 2025.

#### *Towards Quantifying the Costs of Civil, Family and Tribunal (CFT) Legal Disputes (2022)*

- In 2022, the MoJ commissioned PA Consulting to undertake economic analysis with the aim of quantifying the direct, indirect and wider costs and impacts of civil, family and administrative legal problems.
- The analysis was a novel use of methodologies and is being presented as a discussion piece rather than official government research, to focus future internal and external work. Among the barriers to producing robust estimates at this stage was a lack of data with which to populate the economic modelling. This survey is an opportunity to collect more robust primary data that could be used for further economic modelling to quantify the costs of legal disputes.
- PA Consulting will shortly publish their work 'Towards Quantifying the Costs of Civil, Family and Tribunal (CFT) Legal Disputes'.

No other planned work will deliver the insights that the proposed Court User survey aims to achieve. This project aims to develop the findings and build on the evidence base from the previous surveys and projects listed above

#### **Policy Context:**

This work will support the Government's mission to secure the highest sustained growth in the G7.

It will inform policy interventions on dispute resolution which is designed to make resolution of legal disputes swifter for business and individuals and reduce the wider impacts on productivity and costs for the public purse.

The proposed survey will provide evidence to illustrate how different mechanisms can lead to faster and more efficient dispute resolution, the savings that result to the users and the state, and a sense of their scale. It is important that the feasibility ensures the survey is able to deliver robust evidence to support this policy work.

The project will support us in working with other government departments to demonstrate the importance of effective early dispute resolution, the costs and downstream implications if done poorly and the benefits when properly implemented. This includes pursuing smarter and faster alternatives to court, delivering faster, cheaper and more consensual resolutions for users while ensuring that resources at court are focused on those who need them most.

The proposed future survey will provide primary data which will assist policymakers to make a more compelling case for the cost-effectiveness of different interventions, such as increasing the use of dispute resolution (DR) services or providing early legal advice. This will help ensure that government resources are deployed where most effective to support citizens.

The contractor will work closely with MoJ researchers and policy makers to ensure the survey meets the data needs for policy development.

### 3. Requirement

This is a statement of what is to be delivered and forms the main body of the specification. The 'golden rule' is that specifications need to be Clear, Concise and Unambiguous. It also:

- details what will be expected of the contractor under the contract
- how you see the contract operating to ensure aims and objectives are met
- details specific tasks, outputs and expectations
- do not embed critical requirements in background information – contractors may miss them
- list the important elements of the requirements first, and work through to least important

Specify requirements as:

- *Mandatory* -essential requirements that must be met
- *Desirable* – requirements that whilst bringing benefits are not essential
- *Information* – requirements that request supplementary detail that may be helpful to the overall picture

Note: As a general rule, no information should be provided about the proposed budget availability. The intention is to ensure enough detail is provided about the scope of the project to enable the contractor to gauge the size of the task themselves given their detailed and specialist knowledge, without leading on price.

The requirements detailed are **all mandatory**.

This feasibility study for a civil court user survey seeks to assess the feasibility of carrying out a survey of individual and business users of civil courts, employment tribunals and property tribunals.

Contractors are invited to bid to provide the following package of research:

- Investigating the feasibility of carrying out a court user survey with individuals and businesses that have experienced civil court and users of employment tribunals and property tribunals.
- Develop and test survey instruments.
- Cognitive testing of survey questions where necessary.
- Develop protocols for consent for survey participants.
- Develop survey administration methodology.
- Develop a sampling methodology, including any necessary weighting methods.

- Carry out a small pilot survey to test the survey instrument(s) and methodology.
- Produce a draft report.
- Produce a final publishable report.

#### Research questions and scope:

This feasibility study is required to prepare for the larger, more definitive piece of research in the proposed Court User Survey (which will be commissioned separately if it proceeds). This will improve the chances of the subsequent study in producing valuable evidence and help to avoid wasting resource on a large study if it is unlikely to answer the intended research questions. The feasibility study will ask whether the proposed Court User Survey is viable, should we proceed with it, and if so, how can we ensure that the survey provides the robust data required for policy development.

The feasibility study should adopt a form of survey quality framework to ensure that all aspects of feasibility are addressed and the potential for survey error is minimised.

Some common dimensions of a survey quality framework include:

Accuracy	Errors are minimised
Relevance	Meets our data needs
Coherence	Data from different sources or methods can be reliably combined
Credibility	Methodologies proposed are credible and yield trustworthy data
Comparability	Valid comparisons can be made between data sources
Completeness	Approach balances data requirements against respondent burden.
Timeliness	Data are produced with required timescales
Cost effectiveness	Approach offers value for money
Usability / interpretability	Documentation is clear and meta-data are well-managed

*(Adapted from a combination of Biemer (2010) Total Survey Error: Design, Implementation and Evaluation and DWP (2019) Planning and preparing for later life: A social survey feasibility study)*

The feasibility study should include, but is not limited to, testing the viability, and planning of the following key aspects relating specifically to a potential new Civil County Court User Survey:

- Scope, e.g.
  - whether to include both claimants and defendants
  - whether to include litigants in person only or also represented parties
  - How to include both individuals and businesses
  - whether to include small, medium and fast track allocated cases<sup>3</sup>
  - whether to include all civil claims that are issued regardless of how far they progress, for example to a certain stage such as response or hearing, and whether this would require booster samples from some stages to get the required response rate, e.g. a booster sample of cases that have gone to hearing.

<sup>3</sup> Small claims track, fast track and multi-track EX305 and EX306 Guidance [Small claims track, fast track and multi-track EX305 and EX306 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/small-claims-track-fast-track-and-multi-track-ex305-and-ex306) Accessed 01/07/2024

- the timeframe of when cases are issued, with consideration of whether to include cases that go through legacy systems and / or HMCTS Reform systems<sup>4</sup>
  - which Civil case types to include (specified money claims only or also to include non-specified money claims, personal injury claims, enforcement etc).
  - the feasibility of replicating the survey methodology developed to survey users of County Court for future surveys of users of the High Court, Employment Tribunal and First-tier Tribunal Property Chamber
- Survey delivery mode, whether online, telephone or a mix of both to supplement with a telephone survey to mitigate non-response bias, with consideration of budget and available contact details
  - Sample size
  - Which subgroups findings should be presented for and whether this will require disproportionate sampling to attain sufficient sample of those subgroups
  - Sample frame and sampling technique (including weighting)
  - How random sampling can be applied
  - Contact data availability
  - Questionnaire development
  - Cognitive testing of research questions to test respondents' understanding
  - Testing of survey questions to ensure they measure what we set out to and will provide robust data, e.g complex questions around costs and income.
  - How to encourage participation and high response rates
  - Defining the feasibility for a county court user survey of individuals
  - Defining the feasibility for a county court user survey of businesses
  - What legal or ethical issues would need to be taken into account, and how would these be dealt with?
  - Assess whether incentives would be effective in increasing response rates and whether they would be value for money in gaining the responses rates required for robust data collection
  - Assessment of respondent burden
  - Develop recruitment materials

#### How the contract will operate to ensure aims and objectives are met:

The contractor will work closely with and have support from the MoJ contract manager and policy professionals to ensure that the feasibility study results in a survey design that provides the necessary data for policy development. The contractor will work closely with HMCTS and must adhere to the data sharing protocols put in place for the contract.

A steering group will be set up to oversee the work. This will include analysts from MoJ Analysis who have undertaken similar research with court users, HMCTS researchers from HMCTS Strategy and Insights and policy colleagues. The steering group will be updated regularly on the progress of the feasibility study and their input will be sought for the design and implementation of the survey.

## **4. Aims**

Should provide details of the main aims and reasons of the tender exercise

<sup>4</sup> As part of the HMCTS Reform Programme, court services have been reformed in a rolling programme, with different services being reformed at different times, including ongoing digitisation. This adds a layer of complexity in contacting users of civil court services who may have come into the service via different routes, with some entering the system by paper, and some digitally.

The aim of the feasibility study is to test the feasibility and to develop a design and methodology for a civil county court user survey that will later be separately commissioned, delivered and managed in line with Government Social Research (GSR) standards.

The main aim of the survey(s) of civil court users as individuals and businesses would be to obtain information based on a representative survey of customers; therefore, the sampling frame will need to be sufficiently representative of the population of interest, and the survey approach taken result in a robust achieved sample.

The proposed Court User Survey will ask civil county court users questions about the impacts of having a legal problem and going through the court system. The questions for the survey should broadly cover the following topics, the feasibility study should test and refine questions on the following topics working with the MoJ to ensure that the questions can be used to collect the data required for policy development:

- Questions about the legal problem such as the type of legal problem and the value of specified money claim/estimated value of damages claim.
- Users' experience of the Civil Justice System.
- Any adverse social, physical, and psychological impacts of litigation.
- Time taken off work to deal with the legal dispute.
- Productivity impacts on work and other tasks.
- Impacts of litigation on mental and physical health for individuals
- Impacts of litigation for Small to Medium Enterprises (SMEs) on business productivity, limitations on investment by tying up funds in legal disputes and other impacts of litigation for SMEs
- Pressures on housing and family relationships,
- Exacerbating negative factors such as debt, unemployment, and associated anxiety / stress disorders.
- Cumulating or clustering of further legal problems resulting from an initial legal problem.
- Experience of going through the court process and any impacts this has had on individuals and businesses.
- How much users spend on legal advice and representation.
- Time and money spent on alternative methods of Dispute Resolution such as mediation.
- How users fund their legal advice and DR, in particular the role of insurance and litigation funding arrangements (such as No Win, No Fee).
- Whether users have attempted alternative ways to court to resolve their legal problem and if not, the reasons.
- Users' knowledge and understanding of alternatives to court such as mediation.
- For higher value cases only, individual court users will be asked about their financial situation. This will include gathering data in bands, such as income, savings and outgoings.
- Business users will be asked about any impacts and costs to the business, such as
  - Opportunity costs of having funds tied up in legal problems, including legal costs and monies owed.
  - Loss of productivity.
  - Effects on staff.
  - Effects on business operations.
  - Type and size of business
- Demographic characteristics.

## 5. Objectives (Measurable Outputs)

- Any specific objectives should be detailed here
- What is the aim of the Research?
- Break down to include specific measurable outputs and expectations

- Be specific on how and when you expect the outputs to be delivered and how these outputs will be measured during the life of the contract?

This should be clear-cut, detailing the overall policy or communications objective plus a bullet point list of specific objectives. If you already have SMART objectives you should include these here.

#### Specific objectives:

The main aim of the expert advice will be to provide MOJ with an assessment of the feasibility of surveying civil county court customers as individuals and businesses, taking into account the requirements and scope outlined above, and to make recommendations as to the most efficient and robust method for doing so.

The key aim of the work will therefore be to assess different sampling approaches using HMCTS case management systems, to identify the most robust and practical approach and to develop and test the survey design, methodology and questionnaire.

The following factors should be taken into account in the assessment of different approaches:

- feasibility of obtaining sampling frame and selecting the sample,
- availability of contact details
- sampling designs and fieldwork procedures,
- sample sizes for relevant subgroups
- likely response rates,
- survey mode,
- analytical issues, i.e. what are the analytical benefits and disadvantages of the approaches,
- representativeness,
- burden on respondents
- ability to collect robust data to measure complex concepts such as legal costs and income.

The feasibility study should provide advice on appropriate sample sizes for the main stage surveys(s) taking into account different subgroups (e.g. protected characteristics); but in particular case types within these categories. For example, in 2023 there were just over 1.7 million civil court cases, nearly a 1.5 million of these were specified money claims with nearly 111,000 repossession claims, over 60,000 personal injury claims, nearly 69,000 other non-money claims, nearly 36,000 other damages claims and over 10,000 claims for the return of goods.<sup>5</sup> The advice should consider if and how different case types could be surveyed robustly within the sample sizes suggested above (e.g. through stratifying the sample) or whether additional boost samples would be needed. It should also consider whether or not certain customer groups could be boosted within overall samples to provide robust estimates and the effect this would have on sampling efficiency.

In order to provide sufficiently robust data the survey would need to achieve reasonable response rates and the methodological advice should make recommendations regarding likely response rates and ways to maximise these.

#### Practical and ethical issues:

The advice should also include information about any practical and ethical issues that should be taken into account. This is particularly important in relation to more vulnerable groups of customers and those involved in personally or commercially sensitive cases.

The recommendation should therefore include detail on the following:

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<sup>5</sup> [Civil courts - Courts data - Justice Data](#)

1. Sampling frame; what source or sources should be used as the sampling frame, what actions could be taken to ensure the sampling frame is representative of the population of interest?
2. Sampling design; what would the optimal sampling design and strategy be; what information is available to inform stratification, clustering or boosting of the sample; how would the sample be drawn?
3. Fieldwork procedures and survey mode; how should the respondents be recruited and interviewed? What mode(s) of collection are most appropriate (e.g. online, telephone, face to face) How would the data be collected?
4. What actions could be taken to reduce sample attrition (non-contact) and obtain the highest possible response rate?
5. What legal or ethical issues would need to be taken into account, and how would these be dealt with?
6. Is the methodology designed in this feasibility study to survey users of the County Courts transferrable for future surveys of users of the High Court, Employment Tribunal and First Tier Property tribunal?

Once the contract has been awarded a project management schedule will be refined to track development and fieldwork progress. It will include the steering group mentioned in section 3 which will be updated regularly on the progress of the project. The frequency of contact will be agreed at the project inception meeting.

The contractor will have a first point of contact who will manage all issues, contractual and technical matters during the project.

### **Measurable Outputs**

Over the period of the contract the successful contractor must provide:

- Weekly progress updates (via video call or email).
- A detailed plan for the feasibility study.
- A regularly updated risk register.
- A rigorously tested survey instrument
- Protocols for consent in line with GDPR requirements
- A sampling and weighting methodology
- Survey administration methodology
- A small pilot survey to test the survey questionnaire and methodology.
- Final report of publishable standard.

### **Publishable reports**

The research will be managed as a formal Government Social Research (GSR) project and must be compliant with relevant quality standards, including the [Publication Protocol](#). The contractors will produce a report outlining their assessment of different options for surveying court users, and their recommendations for taking a court user survey forward.

The report must also conform to the standards set out in 'MoJ Publications Guidance'. The content of the report will be agreed between MoJ D&A and the successful contractor. The structure of the report must be agreed in advance with MoJ prior to the initial draft.

The Supplier will provide all written outputs in plain English, and for these to be quality assured and proofread by the Supplier before submission to the Authority. All outputs will be reviewed by the Authority.

The final reports will go through an academic peer preview process. Written reports must meet the standards set out in 'MoJ Publications Guidance'.





ANNEX 2 -

Publication Checklist .Publications Guidance



ANNEX 1 - MOJ

The structure of the final report must be agreed with MoJ prior to drafting. Reports will be considered for publication on Gov.UK. MoJ holds the final decision on the appropriate dissemination of findings.

The methodological issues, approach and recommendations should be clearly conveyed in the main report, with any complex technical detail included in a separate technical note or as an annex. The report must be written to an acceptable standard; published MoJ reports should be used as a guideline to the format and language to be used.

For the report, the contractor must provide:

- An initial draft report (quality assured by the contractor).
- At least one further draft report incorporating suggestions and comments based on feedback from Ministry of Justice representatives.
- A final report incorporating all final contributions.

The contractor will also provide a presentation to MoJ-AS outlining findings and recommendations.

Potential contractors must confirm that they will be able to provide the report within the expected timescales.

## 6. In Scope, Out of Scope

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

The survey will be administered to a representative sample of court users with small claims, fast track, and multi-track civil legal cases in the county court. The feasibility study will investigate how to survey both individuals and businesses. The feasibility study will also investigate whether the methodology designed to survey County Court users is transferrable for future surveys of users of the High Court, Employment Tribunal and Property Tribunal which also hear civil cases.

The feasibility study will determine which types of civil cases will be in scope and out of scope.

As well as examining the feasibility of surveying users with specified money claims, the study will also consider whether to include the following case types:

- Damages.
- Possession.
- Enforcement.

The study will examine the feasibility of surveying users of the county court. Contractors will also be expected to assess whether the methodology designed through this feasibility study to survey users of

County Courts is also transferable to survey users of the High Court, Employment Tribunal and Property Tribunal.

The research is being commissioned by the MoJ Dispute Resolution Policy Programme, which largely focusses on policy around increasing the uptake of dispute resolution in civil cases, along with some tribunals which hear party to party cases of a civil nature such as the employment and property tribunals.

Tribunal cases that are of a party to state nature such as the Special Education Needs and Disability Tribunal and Immigration and Asylum Tribunal are out of scope for this research.

Family cases are heard in the Family Justice System, a separate programme of work is underway to encourage early dispute resolution in family cases and these are out of scope for this research.

This project will focus on understanding civil court users' characteristics, resources and behaviours, the impacts of having a legal dispute on users' wellbeing, any clustering of legal problems, users' financial resources and ability to pay for alternative dispute resolution fees, advice, and representation. This is needed to assess the extent to which court users can respond to potential policy changes to integrate alternative dispute resolution into civil justice pathways for higher value claims. The feasibility study will investigate how best to use survey methods to gather data within this scope.

For the purpose of this work, civil court users include those who have had contact with civil court processes as a claimant or defendant regardless of the level of engagement, i.e. users who have filed a civil claim online but have had no further contact with civil courts are in scope as well as users who have attended a hearing. Legal representatives are not covered in this specification.

The exact parameters of the sample population are to be defined through the feasibility study in conjunction with HMCTS, MoJ and the contractor.

Geographical coverage:

This survey will cover legal disputes in all regions of England and Wales.

## 7. Liaison Arrangements

The requirements for contact and liaison throughout the research project

- Is there a team or advisory group the researcher will need to meet?
- Give address where services are to be carried out (Businesses, Suppliers or both)
- Can any or all of the requirement be delivered remotely
- What are the envisaged frequency, type and reporting details required?

The project manager nominated by the contractor must have sufficient experience, seniority and time allocated to manage the project effectively.

It is expected that following the project initiation meeting, regular contact will take place between the contractor and the MoJ by video call, email and potentially face to face meetings. The frequency of contact will be agreed at the project inception meeting.

Bidders must:

- Identify the project team that will be involved in working on the project, outlining their grade, number of days on the project, skills, experience, and nature of their involvement in the research.

- Outline how the contract will be delivered in the event of staff changes during the project.
- Give details of how they will keep the MoJ updated on the progress of the project.
- Describe in detail how they will manage this project to ensure that it runs smoothly, specifying the project management techniques that will be used.
- Identify risks associated with the successful completion of the research and how they plan to mitigate them.
- Provide evidence of ability to meet GSR/MoJ quality standards for drafting and final reporting.

Consortium bids are welcomed, and bidders must clarify roles and level of input among consortium members, and proposed arrangements for management and liaison with the MoJ project manager.

#### Reporting and governance arrangements

MoJ will nominate a contract manager, who will be the successful contractor's first point of contact during the project and will manage all administrative issues and contractual and technical matters. They, or a nominated replacement, will be available to deal with queries.

Day-to-day management of the work will be overseen by the project manager in MoJ Data and Analysis (D&A). They will be responsible for liaising with other colleagues in MoJ during the course of the project, ensuring all parties are kept up to date. The MoJ D&A project manager will also be responsible for liaising with MoJ/HMCTS Data, Analysis and Insights, Legal, Information Assurance and Data Compliance and security colleagues, and for ensuring relevant sign-off for HMCTS data to be shared for the survey sample and court user contact details.

There will be a wider project Steering Group, comprising analytical and policy colleagues and colleagues from HMCTS. The Steering Group will be updated regularly and emerging issues will be discussed. Contractors will be invited to attend as necessary.

The successful contractor(s) will be expected to attend a number of meetings with MoJ on-line or in person both to update the project team and potentially to also present at Steering Group meetings. We envisage that the contractor will attend 3 - 4 meetings with the MoJ.

#### **8. Location of Assignment**

- Give address where services are to be carried out (Businesses, Suppliers or both)
- Can any or all of the requirement be delivered remotely

At the Supplier's premises.

#### **9. Regulatory requirements**

Are there any regulatory requirements the need to be considered? Please list.

### Quality assurance

The bidder must commit to undertaking quality assurance of all deliverables and for the contractor to guarantee the accuracy of all outputs to MoJ-D&A.

Bidders must provide details of the quality assurance procedures they have in place. During the project, the successful bidder will be required to detail what quality assurance processes have been undertaken.

### Risks

Bidders must identify and assess the risks associated with undertaking the research and the proposals for managing and overcoming these. Bidders must provide a full risk register.

### Ethical Issues

The research will be expected to meet the requirements of the Government Social Researcher (GSR) Professional Guidance: Ethical Assurance for Social Research in Government ([GSR Ethical Assurance for Social and Behavioural Research - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/government-social-researcher-professional-guidance-ethical-assurance-for-social-research-in-government)). The successful contractor must obtain informed consent from respondents and clearly explain how the information they provide will be stored, reported and protected.

Bidders must provide details of any ethical issues relevant to the proposal and how these will be addressed.

### Data Protection

The MoJ-D&A project manager will be responsible for facilitating the relevant legal, ethical, data assurance and data security clearances from MoJ and HMCTS colleagues, however the successful contractor will be responsible for providing the required information about their data protection policies and procedures to ensure that these are compliant.

The successful contractor will be required to store all data in accordance with data protection legislation and current MoJ data security procedures, including Guidance for External Tenderers and Sub-Tenderers working for MoJ using data which is security classified 'Official-Sensitive' or higher.

Bidders must provide details of any data protection issues (such as sharing data with third parties) relevant to the proposal and explain how these will be addressed. Detailed information can form part of an annex in bids and does not need to count towards the overall 30-page limit for responses.

## 10. Service Levels

- What levels of service do you require
- How will these be measured over the life of the contract

### Project management

The successful bidder will be expected to use a structured and transparent approach to project management throughout the life of the contract. This will include:

- Appropriate steps to monitor progress and timings,
- Quality assurance processes,
- Suitable processes to identify, manage and report risks,
- Regular progress updates,
- A mechanism to keep the Authority updated as issues emerge and need to be escalated.

Bidders must:

- Identify the project team that will be involved in working on the project, outlining their grade/seniority, number of days on the project, skills, experience, and nature of their involvement in the research.
- Outline how the contract will be delivered in the event of staff changes during the project.
- Give details of how they will keep the MoJ updated on the progress of the project.
- Describe in detail how they will manage this project to ensure that it runs smoothly, specifying the project management techniques that will be used.
- Identify risks associated with the successful completion of the research and how they plan to mitigate them.

Consortium bids are welcomed for this contract. Bidders should provide detail and assurance around how consortium partners will work together.

## 11.KPIs

- What KPI's will be used to measure supplier performance and deliverables

KPI's (detailed in more depth in section 5 – Objectives):

	KPI	Information needed to measure KPI	How will the KPI be measured?	Red	Amber	Green
1) Timeliness	Outputs will be submitted to MoJ according to the agreed schedule (including feasibility study plan, project schedule, data collection	Agreed project plan; agreed schedule for deliverables – these may be updated occasionally in agreement with MoJ	Outputs submitted to MoJ by agreed deadlines	Multiple outputs delivered after the agreed deadlines/ deadline extensions; extensions requested just before the deadline	All outputs delivered on time or by deadline extensions agreed well in advance; a small number of outputs delivered up to two working days after agreed	All outputs delivered according to agreed schedule, with occasional deadline extensions agreed well in advance

	instruments, privacy notices, consent forms, pilot study, interim and final reports)				deadline/ deadline extension	
2) Quality	Output drafts submitted to MoJ will be of a high quality standard (including feasibility study plan, project schedule, data collection instruments, privacy notices, consent forms, pilot study, interim and final reports)	Agreed project plan and schedule for deliverables; the number of revisions required to bring the outputs to a satisfactory standard	Delivery in line with agreed project plan without delays caused by the quality of outputs submitted	More than 3 revisions required to bring the outputs to a satisfactory quality standard	3 revisions required to bring the outputs to a satisfactory quality standard	1-2 revisions required to bring the outputs to a satisfactory quality standard

## 12. Security arrangements for Consultants

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

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

- Please note if you require any additional/higher level security requirements

The successful contractor must ensure that some or all staff working on the project must have or be willing/able to obtain a Baseline Personnel Security Standard (BPSS) check<sup>6</sup>. This will be necessary for the HMCTS records to be shared for the survey sample and court user contact details.

### 13. Timetable

- Lists key targets and/or milestones expected to be achieved
- can act as a performance indicator to enable stage or interim payments to be made against measurable deliverables.
- be specific on when you expect the outputs to be delivered
- if the completion date is fundamental to the success of the project, then say so
- Give dates for awarding the contract, completion of the research – and any interim deadlines. This will help in the planning of what is feasible. e.g.
  - the successful agency will be notified by [date].
  - A project set-up meeting is scheduled at [department] for [date].
  - We require the research to be complete and reported by [date].

Always caveat with dates and times subject to change

Bidders must confirm that they can meet the estimated timetable below and outline how they will organise their team to ensure this.

Alternative suggestions to how the work will be delivered are welcome, but a final quality assured report must be delivered by 31<sup>st</sup> March 2025. The completion date is fundamental to the success of the project.

#### Key targets and milestones expected to be achieved:

<b>Deliverables</b>	<b>Date</b>
Contract awarded	November 2024
Contractor to commence work Negotiations will take place between the Contractor and the Ministry of Justice to confirm the scope, limitations and expectations of the study (project development phase).	November 2024
Sampling framework designed	December 2024
Survey questionnaire development	December 2024

<sup>6</sup> <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

Cognitive testing of questionnaire and question testing to ensure questions are able to measure what is required for policy development	December 2024
Meeting with the contractor and Ministry of Justice to discuss progress and initial findings	January 2025
Implementation of a pilot survey to test the survey instrument and survey methodology	January 2025
Draft feasibility report with survey quality framework, conclusions around feasibility and recommendations for implementation of the court user survey	Mid-March 2025
Delivery of final report	31 March 2025

These are approximate timeframes, and the dates and times are subject to change. During this time-period, there will be recurring contact between MoJ and the contractor for feedback and updates.

#### 14. Any other Key features

Please note down any other key features that need to be considered. Such as:

- COVID-19 Considerations
- Dependencies - bidders should indicate if they are reliant on any third party with any information, data or undertaking any of the work specified.
- Data Collection
- Consent Arrangements

The research is expected to be desk based with no face-to-face data collection, so there shouldn't be any covid related risks.

#### 15. Outcome

- What do you want / expect the outcome of this contract to be?
- Do you have a robust escalation process



Bidders must confirm that they will be able to provide all the necessary quality assured outputs within the expected timescales. Regular contact with MoJ contract manager is expected to assure the progress of the research and ensure payment milestones are met.

The successful contractor will need to produce a write up of their findings; it is anticipated that this will constitute a final published report. The report must:

- Be consistent with MoJ style
- Provide an Executive summary of the main findings,
- A high-level summary of the methodologies used,
- Details of the research materials used, for inclusion in the annexes of the report.

The report must conform to the standards set out in the 'MoJ Publications Guidance'. The content of the report will be agreed between MoJ D&A and the successful contractor. The structure of the report must be agreed in advance with MoJ prior to the initial draft.

#### Escalation process

Milestones will be agreed with the contractor for the delivery of each stage to ensure that each of the project's components and identified work in each of the phases are delivered on time and are of sufficient quality, using the timeline in section 12 as an initial guide.

The project will have an identified MoJ policy project manager who will be responsible for liaising with the contractor and managing the project according to project management principles e.g. monitoring progress, managing risks and escalating risks and issues. The MoJ project manager will actively manage risks, seek to mitigate them and develop contingency plans if necessary.

The contractor will also be expected to work closely with analysts from the Data and Analysis Directorate (D&A) in MoJ. The contractor will be expected to nominate a lead person with overall responsibility for delivery and with the same expectations around project and risk management. As a first stage, if any difficulties arise, it is anticipated they would be resolved through the respective project managers. If concerns persist or become more serious, the MoJ project managers will escalate concerns to senior leaders in the analytical and directorates and seek guidance on the next steps.

## 16. Exit Strategy

- What is your exit strategy for this contract;
- How do you want the contractor to deliver skills & knowledge transfer to your permanent staff throughout and at the end of the contract.

The contractor is expected to provide the Ministry of Justice (MoJ) with a full dataset, including a final report and technical report.

- Before the end of the contract, the contractor will provide a copy of other data, analytical procedures and logs, documentation and other relevant information generated as a part of providing the contract services.
- All outputs and deliverables will have to be reviewed and approved by MoJ.

- If the contractor fails to successfully fulfil the obligations, MoJ may follow the termination procedures outlined in the contract.

**Supplier Bid**

**[REDACTED]**

## **Part 2 – Charges**

The total value of this contract will be £105,880.00 (excluding VAT).

**Breakdown of costs**

**[REDACTED]**

**Payment Milestones**

**[REDACTED]**