

Dated 26 January 2017

SECRETARY OF STATE FOR JUSTICE

-and-

**RSR (ADVERTISING AND COMMUNICATIONS) LIMITED,
TRADING AS WMW.**

AGREEMENT

relating to

REFORM PROGRAMME

**HMCTS Court Reform -
Video Assets**

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STANDARD TERMS

1. Definitions and Interpretations

1.1. Definitions

In these Conditions:

"Authority" means the Secretary of State for Justice acting as part of the Crown through the authorised representative(s) identified in the Contract Letter.

"Authority Data" means data in any form or media which are:

- i) supplied to the Contractor by the Authority; or
- ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or
- iii) any Personal Data for which the Authority is the Data Controller.

"Basic Disclosure" means Disclosure Scotland's Basic Disclosure Certificate which contains details of convictions considered "unspent" under the Rehabilitation of Offenders Act 1974.

"Commercially Sensitive Information" means the information listed in Schedule G.

"Confidential Information" means any information which is designated by either Party as confidential or which, by its nature is or ought to be considered as confidential (whether or not it is so marked) and includes all Personal Data, all IPRs and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of either Party.

"Contracting Authority" means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2015.

"Contract" means the Contract Letter, these terms and conditions (including the Special conditions detailed in Schedule C) and its Schedules.

"Contract Letter" means the letter identifying those documents which form the Contract.

"Contract Period" means the period from the date specified in the Contract Letter to:

- (a) the date of expiry specified in the Contract Letter; or
- (b) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.

"Contractor" means the person, firm or company who supplies or agrees to supply Services to the Authority as identified in the Contract Letter.

"Data Controller", "Data Processor" and "Data Subject" shall have the same meanings as set out in the Data Protection Act 1998.

"Force Majeure" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; nuclear or radioactive emissions; or any other disaster, natural or man-made, but excluding:

any industrial action occurring within the Contractor's or any sub-contractor's organisation and the failure by any sub-contractor to perform its obligations under any sub-contract.

"Information Legislation" means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Data Protection Act 1998 and any other subordinate legislation or Codes of Practice in relation to such legislation.

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

"Month" means a calendar month.

"Party" means a party to the Contract.

"Personal Data" shall have the same meaning as set out in the Data Protection Act 1998.

"Personnel" means all employees, agents, consultants and contractors of the Authority, Contractor and/or sub-contractor.

"Premises" means the location where the Services are to be provided.

"Price" means the price to be paid by the Authority to the Contractor for the Services exclusive of VAT in accordance with Schedule A.

"Proposal" means the Contractor's proposals for provision of the Services dated 28 December 2015 and detailed in Schedule D.

"**Services**" means the services which the Contractor agrees to provide to the Authority as set out in the Specification.

"**Specification**" means the description of the Services to be supplied under the Contract detailed in Schedule B.

"**Underlying Contractor Intellectual Property**" means the Contractor's analytical concepts, approaches, methodologies, or formats developed by the Contractor contained in the reports, documentation or materials produced as part of any Services.

"**VAT**" means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

"**Working Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

- 1.2. The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract and supersedes all prior representations, negotiations and undertakings between the Parties, except in respect of fraud or fraudulent misrepresentation. The Contractor shall be an independent contractor and nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Contractor. A reference to any Act of Parliament, Order, Regulation or Statutory Instrument shall include a reference to any amendment or re-enactment thereof.
- 1.3. Paragraph headings do not affect the interpretation of the Contract.

2. Contract Period

- 2.1. The Contract shall take effect from the date specified in the Contract Letter and shall end on the date specified in the Contract Letter unless terminated earlier in accordance with this Agreement.
- 2.2. Not used.
- 2.3. Not used.

3. Contractor's Obligations

- 3.1. The Contractor shall deliver the Services in accordance with the Specification and in the manner set out in the Proposal. The Contractor acknowledges that it is not guaranteed any minimum volume of work nor any follow on work arising from any recommendations the Contractor may make in delivering the Services.
- 3.2. The Contractor shall fulfil its obligations under the Contract with all reasonable skill, care and diligence to the reasonable satisfaction of the Authority.

- 3.3. When visiting any premises of the Authority, the Contractor's Personnel shall comply with any reasonable instructions, including the Authority's health and safety and environmental policy. Contractor's Personnel may be excluded permanently from such premises at the Authority's sole discretion.
- 3.4. Not used.
- 3.5. If the Contractor fails to deliver the Services to the required standard and/or within the time stipulated in the Contract, the Authority may refuse to accept and pay for some or all the Services and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.
- 3.6. The Contractor shall comply with the Authority's procedures for the vetting of Contractor's Personnel in respect of all persons employed or engaged in the provision of the Services. The Contractor confirms that all persons employed or engaged by the Contractor were vetted and recruited on a basis that is equivalent to and no less strict than the Contractor's Personnel Vetting Procedures.
- 3.7. At the Authority's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.
- 3.8. The Authority may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a criminal records check by means of a Basic Disclosure or a Disclosure and Barring Service (DBS) check as per the Contractor's Personnel Vetting Procedures. The Contractor shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the criminal records disclosure check or otherwise) is employed or engaged in the provision of the Services.
- 3.9. Where the Authority deems it necessary the Contractor shall provide a list of Personnel who will be undertaking regulated activity according to the Protection of Freedoms Act 2012. The Authority may in its sole discretion refuse access to its Premises by any member of the Contractor's Personnel

who has not been subjected to the necessary checks by the Disclosure and Barring Service.

4. Notices

- 4.1. Any notice must be in writing and delivered to the address notified. If sent by letter, it shall be deemed to have been given 2 Working Days after the letter was posted; if sent by receipted electronic mail or facsimile, it will be deemed to have been given 4 hours after it was sent unless, in any case, the receiving Party acknowledges earlier receipt.

5. Cooperation

- 5.1 The Contractor shall work with and cooperate with the Authority's other Contractors in providing the Services.

PAYMENT AND PRICE

6. Payment

- 6.1. On receipt of an invoice, the Authority shall pay the Contractor the Price, in accordance with Schedule A.
- 6.1A. Where the Contractor submits an invoice to the Authority in accordance with clause 6.1 the Authority shall consider and verify that invoice in a timely fashion. The Authority shall pay all sums due to the Contractor under such invoice no later than a period of thirty (30) days from the date on which the Authority has determined that the invoice is valid and undisputed. Where the Authority fails to comply with this clause 6.1A and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 6.1 after a reasonable time has passed.
- 6.2. Interest shall be payable by the Authority on the late payment of any undisputed sums properly invoiced at a rate of 8% above Bank of England base rate.
- 6.3. Where the Contractor (or a sub-contractor at any stage of remoteness from the Authority) enters into a sub-contract with a supplier or contractor made wholly or substantially for the purpose of performing (or contributing to the performance of) its obligations under the whole or any part of the Contract (or relevant sub-contract), it shall include within such a sub-contract:
 - 6.3.1. a provision having the same effect as clause 6.1A of the Contract; and
 - 6.3.2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards, a provision having the same effect as clause 6.1A of the Contract.

7. Recovery of Sums Due

- 7.1. Wherever any sum of money is recoverable from or payable by the Contractor, the Authority may deduct that sum from any sum due, or which at any later time may become due to the Contractor under the Contract or under any other agreement with the Authority.

STATUTORY OBLIGATIONS AND REGULATIONS

8. Prevention of Corruption

- 8.1. The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

9. Discrimination

- 9.1. The Contractor shall not unlawfully discriminate in employment and in the provision of the Services. The Contractor shall comply with the Equality Act 2010 and all applicable amendments, regulations and Codes of Practice or any future or other legislation which concerns discrimination in employment and service delivery (the "Equalities Provisions"). The Contractor shall take all reasonable steps to procure the observance of the Equalities Provisions by those of its Personnel engaged in providing the Services.

10. The Contracts (Rights of Third Parties) Act 1999

- 10.1. A person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties.

INFORMATION

11. Authority Data

- 11.1. The Contractor shall use the Authority Data only as necessary for the performance of its obligations under this Contract unless otherwise authorised in writing by the Authority.

12. Protection of Personal Data

- 12.1. The Parties agree that the Authority is the Data Controller and that the Contractor is the Data Processor for the purposes of this Contract.
- 12.2. The Contractor shall:
- 12.2.1. process the Personal Data only in accordance with instructions from the Authority in order to meet its contractual obligations or as required by law;
 - 12.2.2. implement appropriate technical and organisational measures to protect the Personal Data;
 - 12.2.3. take reasonable steps to ensure the reliability of any Contractor's Personnel including applicable vetting and security checks and ensure that all Contractor's Personnel are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;
 - 12.2.4. not Process Personal Data outside the European Economic Area without the prior written consent of the Authority and, where the Authority consents to a transfer, to comply with the applicable statutory requirements and any reasonable instructions notified to it by the Authority.
- 12.3. The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under the Contract in such a way as to cause the Authority to breach any of its applicable obligations under the Data Protection Legislation.

13. Freedom of Information

- 13.1. The Contractor acknowledges that the Authority is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority to enable the Authority to comply with its Information disclosure obligations.

14. Confidentiality

- 14.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Parties further acknowledge that any reports, recommendations or other material produced by the Contractor in the course of providing the Services is not Confidential Information. The Parties acknowledge that the Commercially Sensitive Information is likely to be exempt from disclosure but the Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor hereby gives consent for the Authority to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Contract, to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract. Prior to publication the Authority may, at its sole discretion, in whole or in part, redact information for one or more of the following grounds:
- 14.1.1. national security;
 - 14.1.2. Personal Data;
 - 14.1.3. information protected by intellectual property law;
 - 14.1.4. information which it is not in the public interest to disclose (under a Freedom of Information Act analysis);
 - 14.1.5. third party confidential information;
 - 14.1.6. IT security; or
 - 14.1.7. prevention of fraud.
- 14.2. Subject to clause 14.1 the Parties undertake to maintain the confidentiality of any Confidential Information.
- 14.3. Nothing in the Contract shall prevent the Authority from disclosing the Contractor's Confidential Information:
- 14.3.1. to any Crown body or any other Contracting Authority on the understanding that they shall be entitled to further disclose the Confidential Information to other Crown bodies or other Contracting Authorities on the basis that the information is confidential and is not

to be disclosed to a third party which is not part of any Crown body or any Contracting Authority;

- 14.3.2. to any consultant, contractor or other person engaged by the Authority or any entity specified in clause 14.3.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract, including for the avoidance of doubt any person conducting a Gateway review;
 - 14.3.3. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 14.3.4. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions or for the purpose of the exercise of its rights under this Contract;
 - 14.3.5. on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract;
 - 14.3.6. for the purpose of the examination and certification of the Authority's accounts; or
 - 14.3.7. for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 14.4. The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or sub- contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 14.3 is made aware of the Authority's obligations of confidentiality.
- 14.5. The provisions of this clause shall survive the termination of this Contract however that occurs.

15. Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989

- 15.1. The Contractor undertakes to abide by, and ensure that its Personnel abide by, the provisions of:-
- 15.1.1. the Official Secrets Acts 1911 to 1989; and
 - 15.1.2. Section 182 of the Finance Act 1989.

15.2. In the event that the Contractor and its Personnel fail to comply with this clause, the Authority reserves the right to terminate the Contract by giving notice in writing to the Contractor.

16. Publicity, Media and Official Enquiries

16.1. Without prejudice to the Authority's obligations under the Information Legislation, neither Party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

16.2. Both Parties shall take reasonable steps to ensure that their Personnel comply with clause 16.1.

17. Intellectual Property Rights

17.1. The Intellectual Property Rights (including the copyright) in any final version of reports, documentation or materials produced as part of any Services are hereby assigned to and shall vest in the Authority. Notwithstanding any provision under clause 17, the Contractor shall retain ownership of its Underlying Intellectual Property. "Underlying Contractor Intellectual Property" shall mean the Contractor's analytical concepts, approaches, methodologies, or formats developed by the Contractor, and to other materials not prepared for delivery to the Authority and also including any derivatives, improvements, enhancements or extensions of Underlying Contractor Intellectual Property conceived, reduced to practice or developed during the term of this Agreement that are not uniquely applicable to the Authority. The Contractor hereby assigns to the Authority a perpetual, world-wide, limited, non-transferable license to use Underlying Contractor Intellectual Property to the extent necessary to enable the Authority to implement the ideas and recommendations provided by the Contractor in the course of providing the Services.

17.2. The Contractor warrants that all necessary licences, permissions and consents required in relation to the acquisition by the Authority of the Services shall have been obtained, and shall indemnify the Authority against any claims, costs, proceedings, expenses and demands from any third parties alleging infringements of any Intellectual Property Rights.

17.3. The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority and shall consult the Contractor before agreeing any settlement.

18. Audit

18.1. The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long as may be agreed between the Parties, full and accurate records relating to the Contract including the Services, . The Contractor

shall on request provide to the Authority or the Authority's Personnel such access to those records as may be requested by the Authority. Unless required by Law nothing herein shall obligate the Contractor to disclose to the Authority any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with the Contractor's business, payroll information, or information or material that constitute, in the opinion of the Contractor's legal counsel, legally privileged documents or information that the Contractor is bound to maintain as confidential by written obligation to a third party. Audit results, including information and documentation disclosed or made available to Authority in the course of any such audit shall be deemed the Contractor Confidential Information and treated as such.

CONTROL OF THE CONTRACT

19. Assignment and Sub-Contracting

- 19.1. The Contractor shall not assign or sub-contract any obligations under the Contract without the prior consent of the Authority, which shall not be unreasonably withheld or delayed. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties.
- 19.2. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 19.3. Copies of each sub-contract shall, at the request of the Authority, be sent by the Contractor to the Authority as soon as reasonably practicable.

20. Variation

- 20.1. The Authority may request in writing a variation to the Services (a "**Variation**") provided that such request does not amount to a material change to the Contract. The Authority shall give the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Price is required. The Authority shall specify a time limit within which the Contractor shall respond to the request for a Variation. If the Contractor accepts the Variation it shall confirm the same in writing.

21. Waiver

- 21.1. The failure of either Party to enforce their rights under the Contract shall not constitute a waiver and shall not prejudice their right to take enforcement action in the future.

22. Severability

- 22.1. If any part of the Contract is unenforceable, such unenforceability shall not affect the remainder of the Contract.

LIABILITIES

23. Indemnity and Insurance

- 23.1. The Contractor shall indemnify the Authority against all claims, damages and any other liabilities which may arise as a result, directly of the performance or purported performance of this Contract aggregate liability not to exceed
- 23.2. In no event shall either Party be liable to the other for any:
- (i) loss of profits;
 - (ii) loss of business;
 - (iii) loss of or damage to goodwill; and/or
 - (v) any indirect, special or consequential loss or damage.
- 23.3. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance for the duration of the Contract Period and, in relation to Professional Indemnity insurance, for a minimum of six (6) years following the termination of the Contract, including but not limited to professional indemnity, public liability and employer's liability insurance, in such sums as will enable the Contractor to comply with its obligations under the Contract, including the indemnity in the previous paragraph and as may be described in the Contract Letter. The Contractor shall provide written evidence of such insurance as and when required by the Authority.

DEFAULT. DISRUPTION AND TERMINATION

24. Termination on Change of Control and Insolvency

- 24.1. The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is the subject of proceedings under the Insolvency Act 1986.

25. Termination for Convenience

- 25.1. The Authority shall have the right to terminate the Contract at any time by giving one (1) Week's written notice to the Contractor.

25A. Termination for Procurement Reasons

- 25A.1 The Authority shall have the right to terminate the Contract at any time by giving one (1) Week's written notice to the Contractor where:

25A.1.1 Not used;

25A.1.2 the Contractor, at the time this Contract was awarded, was in one of the situations referred to in regulation 57(1) of the Public Contracts Regulations 2015, including as a result of the application of regulation 57(2) of the Public Contracts Regulations 2015, and should therefore have been excluded from the procurement procedure; or

25A.1.3 this Contract should not have been awarded to the Contractor in view of a serious infringement of obligations under the Treaty on the European Union, the Treaty on the Functioning of the European Union and Directive 2014/24 that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of Treaty on the Functioning of the European Union.

26. Material Breach

- 26.1. In the event of a material breach by the Contractor the Authority may either:

26.1.1. Not used; or

26.1.2. partially terminate the Contract, reduce the Price, and provide or procure a third party to provide that part of the Services at the Contractor's cost; or

26.1.3. terminate the whole of the Contract.

- 26.2. If the Contractor fails to supply any of the Services in accordance with the Contract, and the failure is remediable, the Contractor shall, on the instruction

of the Authority, at its own cost remedy the failure (and any damage resulting from the failure) within seven (7) Working Days.

- 26.3. In the event that the Contractor fails to comply with clause 26.2 the Authority may terminate the Contract (or that part of the Contract) with immediate effect by notice in writing.

27. Consequences of Expiry or Termination

- 27.1. Where the Authority terminates the Contract under clause 26 and then makes other arrangements for the supply of the Services, the Authority may recover from the Contractor any reasonable costs which it incurs in so doing throughout the remainder of the Contract Period. No further payments shall be payable by the Authority to the Contractor until the Authority has established the final cost of making those other arrangements.

28. Survival

- 28.1. Termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses 6 (Payment), 7 (Recovery of Sums Due), 8 (Prevention of Corruption), 11 and 12 (Authority Data and Protection of Personal Data), 13 (Freedom of Information), 14 (Confidentiality), 15 (Official Secrets Acts 1911-1989), 17 (Intellectual Property Rights), 18 (Audit), 23 (Indemnity and Insurance), 27 (Consequences of Expiry or Termination), and 31 (Governing Law).

29. Recovery upon Termination

- 29.1. On the termination of the Contract for any reason, the Contractor shall immediately return to the Authority all Confidential Information and any other property belonging to the Authority supplied to the Contractor for the purpose of the Contract.

30. Force Majeure

- 30.1. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure.

DISPUTES AND LAW

31. Governing Law

- 31.1. Subject to the provisions of clause 32, the Parties accept the exclusive jurisdiction of the English Courts and agree that the Contract is to be governed and construed according to English Law.

32. Dispute Resolution

- 32.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.
- 32.2. If the dispute cannot be resolved by the Parties pursuant to clause 32.1 the dispute shall be referred to mediation as agreed by the parties unless:
- 32.2.1. the Authority considers that the dispute is not suitable for resolution by mediation; or
- 32.2.2. the Contractor does not agree to mediation.
- 32.3. If the mediation is unsuccessful, then any dispute or difference between them may be referred to the courts.
- 32.4. If the Parties reach agreement on the resolution of their dispute the agreement shall be reduced to writing and shall be binding.

SCHEDULE A: PRICING AND PAYMENT

The Price shall be a maximum fee of (including expenses but exclusive of VAT). This shall consist of a capped fee of (including expenses but exclusive of VAT) for Outputs 1 and 2 and a capped fee of including expenses but exclusive of VAT) for Outputs 3 and 4. The cost of Output 5 will be free of charge and the Authority will not be liable to pay any further costs above the maximum fee of (including expenses but exclusive of VAT).

The fees for the provision of the Outputs is a capped price based on Contractor's rates and fees shown below.

	Total (£)
Output 1 e.g. Animation Video (long cut)	
Output 2 e.g. Animation Video (cut-up long version into three separate parts)	
Output 3 e.g. Talking Heads Video (main video)	
Output 4 e.g. Talking Heads Video (leftover footage)	
Output 5 e.g. Interim state animation and talking heads video (stitching together an intro with talking head from a key stakeholder)	
Total Cost (£)	

SCHEDULE B: SPECIFICATION
Service Description

Title of Request:	HMCTS Court Reform - Video Assets
Estimated Total Value:	Price to be submitted
Duration of Contract:	3 months
Required Commencement Date:	Friday 20th January - Contract end 9th April

1. Introduction
<ul style="list-style-type: none"> • Following the roll-out of Justice Matters, our internally-focused strategic narrative, there is a requirement to develop further communications products for both internal and external audiences • There is particular appetite for video products – to bring to life why we are changing, how we are already changing and what the future will look like - via the voice of our employees, partners, stakeholders and customers, plus demonstrations of new services • We would like to use new success stories and proof points to advance the story already co-developed with wmw (Justice Matters, the strategic narrative) and build on the style and brand of communications products already developed by wmw

2. Aims
<ul style="list-style-type: none"> • The aim of any HMCTS communication activity or product is to broadly to support the following communications strategic outcomes: • Reputation – HMCTS is widely perceived as administering the system in a just, proportionate and accessible way; a professional, digital, world-leading organisation; great at managing both change and its ongoing business • Our People – Staff feel valued, supported and informed; they want to drive change and are united by shared values • Stakeholders and Partners – Key external parties feel we are responsive to their needs and feedback, and feel engaged and informed so that they want to collaborate with us in delivering services and change • Customers: Service users perceive HMCTS to be open and responsive to their needs and feedback

3. Objectives

- The videos will need to include the following messages and dispel the following myths (Note: this list isn't exhaustive and is designed to provide general direction):

Messages

- No change means going backwards
- Experts and user input is shaping change
- Services will be better ... and digital
- HMCTS is primed to deliver well
- Change is happening and going well
- Digital assistance is a key consideration
- We are making changes in partnership with the Judiciary (and other partners)
- HMCTS will have renewed skills and roles in the future, ready for digital ways of working
- We are customer-focused / customer-driven
- We are listening and responding to customer and user feedback
- We're excited about change and the benefits it can bring
- We are still committed to the full majesty of the court for serious cases
- We are evolving to be a modern service in a modern world
- The justice system will remain an independent and trusted system

Myths to dispel

- We are compromising access to justice
- We are not listening to professional court users
- We're not ready for digital ways of working
- We don't have a customer focus
- Change is happening in pockets and not across the entire country
- Technology doesn't work
- The public sector cannot deliver change
- Money is being wasted
- We are forcing change and impacting business as usual
- The justice system is broken
- Policies are being developed without careful thought and consultation

5. Scope

In scope are: all advisory services and consultancy time, the development process and delivery of a full suite of materials, with CEO level sign-off, to agreed timeframes.

Collateral to be provided in digital format, compatible with HMCTS' and Design 102 current systems. **All original source files to be provided at the end of the project.**

In scope are all iterations allowing for a comprehensive sign-off process by senior colleagues.

In scope is a presentation and engagement session with the HMCTS Senior Management Team, if required.

6. Requirement

- **Two over-arching videos to be created – one animation video with voice over – one video featuring interviews and demonstrations, plus court and tribunal imagery**
- **The over-arching videos should be supplemented with bite-sized sub-videos touching on the content in the over-arching video but going into more detail. This could be done by project (Rota, DCS, WiFi, Bench, Tribunals Case Officers, Divorce, Probate etc.) or by theme (access to justice, digital ways of working, digital assistance, better services, courts of the future etc.) or simply by logical chapter / phase**
- **Longevity of these communication products is desired**
- **There is also a specific requirement for the creation of an interim state video to be used at a key event on February 8th and it is desirable to have the final products (long cut / main video) for a Leader Event on February 27th.**
- The animation video will be for all audiences and so should be accessible to all, including the public
- The animation should build on the original animation, evolving the story from why we are changing to include what we have already achieved and what the justice system will be like in 2022
- The animation should include change examples that are relevant to all citizens, e.g. Jury age increased to 75 to represent society and the Juror application that enables requests to be responded to online
- Note: Voice-over on existing animation video to be re-recorded (softening language around being designed for users not professional users) so that it can be used externally
- The second video will need to be filmed over multiple locations, throughout the country. They are likely to include locations such as the following: a family tribunal, a magistrates' court, a national business centre, a crown court, common platform HQ, as well as a stakeholder location such as a Citizens Advice Bureau
- We will also need to film a number of thought leaders on the topic of court reform (internal and external)
- At each location we will make available multiple things to be filmed: the general setting, a variety of staff, a range of technology, a number of services, plus professional court users and public users as appropriate
- The style of the video should be open, accessible, approachable, authentic, genuine and professional.

Background information and how to respond to this Requirement

Your key contact day-to-day will be

will be supported by other central communications team colleagues and will be available to help and facilitate access to content, venues and interviewees, as appropriate.

We will be seeking to contract on the same basis as the previous contract awarded.

Please submit a proposal with thoughts on process, framework, approach, timings etc. as well as the estimated price per requirement.

The estimated price per requirement should be based on the following:

- Day Rates are based on a Working Day consisting of eight (8) hours (excluding breaks).
- The Contractor shall not charge for any more than eight (8) working hours in one day.
- Estimated price should include all estimated expenses (time, travel, subsistence and other costs incurred).
- Prices should be submitted in Pounds Sterling inclusive of any expenses but should exclude VAT.
- The estimated price will be the maximum total amount of spend on each requirement. Payment will not exceed the estimated price. Payment will be made against the actual number of hours and spend (provided itemised) against each requirement.

Full details and itemised costs of each requirement's output and any additional discounts that may apply should be shown in the table below.

	Total (£)	Guidance
Output 1 e.g. Animation Video (long cut)		[Cross -reference to requirements]
Output 2 e.g. 6 Animation Video (cut up long version into 3 separate parts)		[Cross -reference to requirements]
Output 3 e.g. Talking Heads Video (leftover footage)		[Cross -reference to requirements]
Output 4 e.g. Talking Heads Video (x6 short cuts)		[Cross -reference to requirements]
Output 5 e.g. Interim state animation and talking heads video		[Cross -reference to requirements]

Total Cost (£)		
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Please re-confirm whether you have any potential, actual or perceived conflicts of interest that may be relevant to this requirement. If so, any potential, actual or perceived conflicts of interest in respect of this mandate should be identified in writing and you should outline what safeguards would be put in place to mitigate the risk of actual or perceived conflicts arising during the delivery of these services.

7. Suggested Timetable

Please contribute to this timetable and add an interim milestone / deliverable(s) if required for an event in mid-February

Item	Completion
Response to brief and costs estimates	w/c January 16 th
HMCTS review of response	w/c January 16 th
Scheduling, story-boarding, scripting, filming etc. commences	w/c January 23 rd (allowing 2 weeks)
Production, testing and reviews commence	w/c February 6 th (allowing 3 weeks)
Full delivery complete	By Monday 27 th February
Contract to end (3 month duration)	April 9 th

Additional Requirement

The Supplier shall comply with the Supplier Security Procedures at Annex 1 to this Appendix B

The Contractor shall maintain day to day contact with and provide regular reports as to progress to the Authority Representative, prioritising any information that indicates a material breach of any contract, or is inconsistent with the Customer's policies or prevailing legislation.

The Contractor shall deliver presentations and interim reports as agreed with the Authority Representative.

SCHEDULE B ANNEX 1
SECURITY POLICY FOR SUPPLIERS

The Customer treats its information as a valuable asset and considers that it is essential that information must be protected, together with the systems, equipment and processes which support its use. These information assets may include data, text, drawings, diagrams, images or sounds in electronic, magnetic, optical or tangible media, together with any Customer's Personal Data.

In order to protect Governmental information appropriately, Suppliers must provide the security measures and safeguards appropriate to the nature and use of the information. All Suppliers of services to the Customer must comply, and be able to demonstrate compliance, with the Customer's relevant policies and standards. The Chief Executive or other suitable senior official of the Supplier must agree in writing to comply with these policies and standards. Each Supplier must also appoint a named officer who will act as a first point of contact with the Customer for security issues. In addition all Staff working for the Supplier and where relevant Sub-Contractors, with access to Governmental IT Systems, the Contract Services or Governmental information must be made aware of these requirements and must comply with them.

The Suppliers must comply with the relevant Standards from the Customer information systems security requirements. The requirements are based on and follow the same format as International Standard 27001.

The following are key requirements and the Supplier must comply with relevant Authority policies concerning:

Personnel Security

Staff recruitment in accordance with government requirements for pre-employment checks;

Staff training and awareness of Governmental security and any specific contract requirements.

Secure Information Handling and Transfers

Physical and electronic handling, processing and transferring of Data, including secure access to systems and the use of encryption where appropriate.

Portable Media

The use of encrypted laptops and encrypted storage devices and other removable media when handling Governmental information.

Offshoring

The Data must not be processed outside the United Kingdom without the prior written consent of Customer and must at all times comply with the Data Protection Act 1998.

Premises Security

Security of premises and control of access.

Security Incidents

Includes identification, managing and agreed reporting procedures for actual or suspected security breaches to the Authority Representative.

All suppliers must implement appropriate arrangements which ensure that the Government's information and any other Governmental assets are protected in accordance with prevailing statutory and central government requirements. These arrangements will clearly vary according to the size of the organisation.

It is the Supplier's responsibility to monitor compliance of any Sub-Contractors and provide assurance to the Customer.

Failure to comply with any of these policies or standards could result in Termination in accordance with Clause 26 of this Agreement

SCHEDULE C: SPECIAL CONDITIONS

C1. Definitions and Interpretations

In this Schedule:

"**Equipment**" means the Contractor's equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract.

"**Key Personnel**" means those members identified in the Proposal.

"**Quality Standards**" means the quality standards published by the British Standards Institute, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification.

C2. The Services

- C2.1. The Contractor shall supply the Services during the Contract Period in accordance with the Authority's requirements as set out in the Specification and in accordance with the Proposal and the provisions of the Contract in consideration of the payment of the Price. The Contractor shall perform the Services in accordance with all applicable service levels referenced in the Specification or the Proposal. The Authority may inspect and examine the manner in which the Contractor supplies the Services during normal business hours on reasonable notice.
- C2.2. Subject to the Authority providing written consent in accordance with clause C3.1 (Provision and Removal of Equipment) below, timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

C3. Provision and Removal of Equipment

- C3.1. The Contractor shall provide all the Equipment necessary for the supply of the Services. The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior written approval.
- C3.2. All Equipment brought onto the Premises shall be at the Contractor's own risk. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor. The Contractor shall provide for the haulage

or carriage to and the removal from the Premises of Equipment when no longer required at its sole cost.

C3.3. The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.

C3.4. The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably possible:

C3.4.1.1. remove from the Premises any Equipment which in the reasonable opinion of the Authority is either hazardous, noxious or not in accordance with the Contract; and

C3.4.1.2. replace such item with a suitable substitute item of Equipment.

C3.5. On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Contractor's Personnel.

C4. **Key Personnel**

C4.1. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority.

C4.2. The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

C5. **Licence to Occupy Premises**

C5.1. Any land or Premises made available to the Contractor by the Authority in connection with the Contract, shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

C6. **Offers of Employment**

C6.1. For the duration of the Contract and for a period of twelve (12) Months thereafter neither the Authority nor the Contractor shall employ or offer

employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that Party's prior written consent.

C7. Environmental Requirements

C7.1. The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

C8. Health and Safety

C8.1. The Contractor shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of the Contract. The Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Authority's Premises and which may affect the Contractor in the performance of the Contract.

C8.2. While on the Premises, the Contractor shall comply with any health and safety measures implemented by the Authority in respect of Contractor's Personnel and other persons working on those Premises.

C9. Remedies in the event of Inadequate Performance

C9.1. Where a complaint is received about the standard of the Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Authority shall notify the Contractor, and where considered appropriate by the Authority, investigate the complaint. The Authority may, in its sole discretion, uphold the complaint and take further action in accordance with clause 26 of the Contract.

C9.2. Without prejudice to its rights under clause 7 of the Contract, the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Authority uses its reasonable

endeavours to mitigate any additional expenditure in obtaining replacement Services.

C10. Monitoring and Management Information

C10.1. Not used.

C10.2. Not used.

C10.3. Not used.

C10.4. The Contractor agrees that the Authority may provide the Cabinet Office with information relating to the Services and any payments made under the Contract.

C10.5. Not used.

C10.6. In the event that the Cabinet Office shares the information provided under clause C10.4, any public authority receiving the information shall be informed of the confidential nature of that information and shall be requested not to disclose it to any body who is not a public authority (unless required by law).

C10.7. Not used.

C11 to C20 Not Used

C21. Travel and Subsistence

In the event that the Authority requires the Supplier to travel to locations other than the base location for performance of the Services, travel charges incurred by the Supplier shall be subject to the Authority's Travel and Subsistence Policy, a copy of which can be provided on written request.

SCHEDULE D: PROPOSAL

The Supplier's Proposal has been redacted.

SCHEDULE E: MILESTONE PLAN

Plan has been redacted.

SCHEDULE F: COMMERCIALLY SENSITIVE INFORMATION

Prices and Pricing Schedules within Schedule A (Pricing and Payment)

Schedule D (Proposal)

Schedule E (Milestone Plan)