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- 1.1 If a Commissioning Body wishes to source Services through the Framework Agreement then it may satisfy its requirements by directly awarding a Call-Off Contract in accordance with the procedure laid down in this Schedule 3.
- 1.2 The Commissioning Body shall:
- (i) (if required) prior to contacting any Service Provider, ensure that the judge presiding over the proceedings has consented to the appointment of an intermediary;
  - (ii) consider whether the needs of the individual are such that they require an intermediary with specific skills/expertise that can only be provided by certain Service Providers. If this is the case, the Commissioning Body shall contact a Service Provider who has confirmed that they are able to meet those requirements (either via published information and guidance, or via direct enquiry);
  - (iii) contact a Service Provider and provide them with the details of the Service required using the Assessment Booking Form, the Service Provider shall respond to the Assessment Booking Form in accordance with the requirements of clause 4 of the Framework Agreement;
  - (iv) in the event that only one Service Provider was contacted, and is unavailable to provide the Services, the Commissioning Body shall send an Order to an alternative Framework Provider(s) which it believes can fulfil its requirements;
  - (v) repeat the process set out in paragraph 1.2(d) until a Service Provider confirms that the Order can be fulfilled or there are no further Framework Providers qualified to fulfil it.
  - (vi) if appropriate, contact multiple Service Providers and follow the process as set out in paragraph 1.2(c) above.



## **Schedule 4 - Framework Agreement Recurring Application Process**

### **1 Introduction**

- 1.1 This Framework Agreement is a Dynamic Framework and is a hybrid of a framework agreement and a dynamic purchasing system. As such, the Framework Agreement will be re-opened at six (6) month intervals for the admission of new Service Providers who qualify against the Selection and Award Criteria outlined in Schedule 14 of the Framework Agreement.
- 1.2 All potential Service Providers who successfully meet the Selection and Award Criteria outlined in Schedule 14 will be appointed to the Framework Agreement. Once a potential Service Provider is appointed to the Framework Agreement, then they are eligible to receive Hearing Booking Forms and Attendance Booking Forms from the Authority or a Commissioning Body.
- 1.3 A Service Provider may not hold a place on the Approved Service Provider Framework Agreement. If the Service Provider is appointed to the Approved Service Provider Framework Agreement, the Service Provider's appointment to the Managed & Approved Service Provider Framework Agreement shall automatically terminate.
- 1.4 Any Service Provider transferred to the Approved Service Provider Framework Agreement shall provide Services for the remaining term of the Approved Service Provider Framework Agreement.
- 1.5 Existing Managed & Approved Service Providers will not be required to reapply for their place on the Framework Agreement.

### **2 Framework Agreement Recurring Application Process**

- 2.1 Subject to paragraph 2.6 below, the Authority shall re-open the Framework Agreement to potential Service Providers every six (6) months from the anniversary of the Framework Commencement Date.
- 2.2 The Authority shall advertise the opportunity six (6) months from the Services Commencement Date for a period of fourteen (14) days ("Framework Recurring Application Process Period").
- 2.3 Potential Service Providers may request a copy of the ITT from the Authority and may submit a tender in accordance with the requirements and deadlines detailed in the ITT.

- 2.4 If the Service Provider successfully meets the Selection and Award Criteria, it shall be appointed to the Managed and Approved Framework Agreement for the remaining term of the Framework Agreement.
- 2.5 A Service Provider may request a copy of the ITT for the Approved Service Providers Framework Agreement during the Framework Recurring Application Period. If a Managed & Approved Service Provider is successful in its application for admission to the Approved Service Providers Framework, then its appointment to the Managed & Approved Service Provider Framework Agreement shall automatically terminate.
- 2.6 The Framework Agreement shall not be reopened to potential service providers six (6) months from the end of the term of the Framework Agreement or where the Authority has exercised its right to extend, six (6) months from the end of the extended Framework Agreement term.
- 2.7 A Service Provider appointed to the Managed & Approved Service Provider Framework under this Schedule 4 shall provide Services for the remaining term of the Managed & Approved Service Provider Framework Agreement.

## Schedule 5 - Pricing and Payment

### PART A – PRICING

#### 1. PRICE

- 1.1 The Price payable to the Service Provider by the Authority for the full and proper performance by the Service Provider of its obligations under the Framework and any Call Off Agreement shall be calculated in accordance with this Schedule. For the avoidance of doubt, no further amounts shall be payable by the Authority in respect of such performance.
- 1.2 The Service Provider shall be expected to provide the Services (either in person or virtually as directed by the Venue) at any time and date when a Venue holds a Hearing.
- 1.3 Work commissioned for HMCTS through the Legal Aid Agency (LAA) Prior Authority route for Assessments and Attendance Services will be paid through HMCTS in accordance with this Schedule.
- 1.4 Cases managed by the Legal Aid Agency Very High Costs Cases (VHCC) and conferences with legal representatives will be paid in accordance with the rates outlined in this schedule but will be paid and processed by the Service User's legal representatives.

#### 2. IMPLEMENTATION SERVICES

- 2.1 No charges shall be payable by the Authority to the Service Provider in respect of costs incurred during the implementation period.

#### 3. ASSESSMENT SERVICES

- 3.1 The maximum price payable to the Service Provider by the Authority for Assessment Services will be in accordance with the rates and limitations contained within Table 1.

#### 3.2 Table 1 – Assessment Service Maximum Charges

Service Component	Unit of Measure	Limitations	Maximum Rate
Reading and Preparation	Hour	Maximum of 4 hours (unless subject to the Exception Process at paragraph 5)	£39.92
Assessment Attendance	Hour	Maximum of 6 hours	£39.92
Report Writing	Hour	Maximum of 6 hours	£39.92
Travel Time	Hour		£17.32

Administration Charge	Per Assessment	One charge per assessment, <b>applicable only to the Criminal Jurisdiction</b>	£40.00
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#### 4. HEARING SERVICES

4.1 The maximum price payable to the Service Provider by the Authority for Hearing Services will be in accordance with the rates and limitations contained within Table 2.

##### 4.2 Table 2 – Hearing Service Maximum Charges

Service Component	Unit of Measure	Limitations	Maximum Rate
Reading and Preparation	Hour	Maximum of 4 hours (unless subject to the Exception Process at paragraph 5)	£39.92
Travel Time	Hour		£17.32
Attendance – Full Day	Per Full Day	Applies to Attendance over 4 hours	£475.00
Attendance – Half Day	Per Half Day	Applies to Attendance up to 4 hours	£316.68

#### 5. EXCEPTION PROCESS

5.1 Charges for Reading and Preparation for Assessment Services and Hearing Services are subject to the exception process at paragraphs 5.2 to 5.3.

5.2 Where practicable and without detriment to the fulfilment of short notice bookings, the Service Provider must not exceed the Limitations for Reading and Preparation time contained within tables 1 and 2 without prior written approval from the Authority.

5.3 Where prior written approval would cause service failure or non-fulfilment, the Service Provider must notify the Authority in writing that it has exceeded the Limitations, as soon as reasonably possible within Normal Working Hours.

#### 6. CANCELLATION AND CURTAILMENT

6.1 Where the Service Provider is notified of a Hearing Service Cancellation in the three working days preceding the first cancelled day, or a Curtailment on or after the service delivery start date, the maximum charges contained within Table 3 apply:

##### 6.2 Table 3 – Cancellation and Curtailment Charges

<b>Service Component</b>	<b>Unit of Measure</b>	<b>Limitations</b>	<b>Maximum Rate</b>
Hearing Cancellation	Per day cancelled	Applicable only within 3 working days, applies up to a maximum of 3 Attendance – Full Day charges for booked days	£475.00
Curtailment	Per day curtailed	Applicable on or after the service delivery start date, applies up to a maximum of 3 Attendance – Full Day charges for booked days	£475.00

6.3 The rates contained within Table 3 will be the only charges for Hearing Cancellation and Curtailment, unless otherwise directed by the Authority at its discretion.

6.4 No charges will be applied for Amendments to bookings prior to the service delivery start date (i.e. the first day of a hearing).

6.5 When a booking is handed over from one Service Provider to another, the incumbent Service Provider cannot claim additional charges for any handover time. The new Service Provider may include this time as part of their case preparation time allowance. Further information is included in the Specification.

## **7. TRAVEL AND SUBSISTENCE CHARGES**

7.1 For the initial six (6) Month period, measured from the Framework Service Commencement Date, the maximum rate for accommodation contained within Table 4 does not apply. During this period the Service Provider will report actual accommodation costs to the Authority in accordance with Schedule 10 – Management Information and Reporting.

7.2 Unless 7.1 applies, the Service Provider is responsible for ensuring that their Staff do not exceed the maximum Travel and Subsistence charges contained within Table 4 without the prior written approval of the Authority, and that receipts are retained for payment assurance purposes.

7.3 The Service Provider must ensure that all claims for Travel and Subsistence charges comply with the guidance contained within Annex A.

### **7.4 Table 4 – Maximum Travel and Subsistence Charges**

<b>Service Component</b>	<b>Unit of Measure</b>	<b>Maximum Rate</b>
Accommodation	Per night (including breakfast)	£115 within the M25. £100 in Birmingham, Liverpool, Leeds, Manchester, Newcastle, Edinburgh &

		Glasgow  £80 for the rest of England, Wales and Scotland
Day Subsistence	Per day	£4.25 for 5-8 hours, £9.30 for more than 8 hours
Night Subsistence	Per night	£26 when in hotel accommodation only
Travel Costs	Actual costs incurred	Public Transport must be standard class, receipts retained. Travel by air or taxi subject to prior approval. Travel by car, motorcycle or bicycle can be billed at the following rates: £0.24 per mile for motorcycle, £0.20 per mile for bicycle, £0.45 per mile for car

## **8. PRICE REVIEW**

- 8.1 The Service Provider may not exceed the maximum charges contained within this schedule without the Parties having first completed the Framework Variation Procedure at Schedule 13.
- 8.2 The introduction of a Notice of Variation to amend the maximum charges within this schedule may only be proposed by the Authority at its sole discretion.
- 8.3 Any variation to the Framework, including this schedule, shall be implemented in accordance with Schedule 13 of the Framework Agreement.
- 8.4 The provisions of this paragraph 8 shall apply during any Extension. No adjustments will be made to the Price during any Extension, save where these are in accordance with this paragraph 8.

## **9. EXPENSES AND OVERHEADS**

- 9.1 Unless specifically referred to in the Contract, the Authority shall not be liable for any expenses incurred by the Service Provider in connection with the delivery of the Services or the performance of its obligations under the Contract.
- 9.2 The Authority shall not pay the Service Provider's overhead costs unless specifically agreed in writing by the Authority and overhead costs shall include: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.

## **10. INDEXATION**

- 10.1 With the exception of the Administration Charge (Table 1), the maximum rates in Tables 1, 2 and 3 shall be indexed in accordance with the Office for National

Statistics Consumer Price Index (CPI) on the first anniversary of the Framework Commencement Date and on each anniversary of the Framework Service Commencement Date thereafter.

- 10.2 Indexed maximum rates will be calculated in accordance with the anniversary of the Framework Commencement Date, and effective from the anniversary of the Framework Service Commencement Date.

## **PART B – INVOICING**

### **11. PAYMENT AND VAT**

11.1 In respect of all invoices:

- (a) the Service Provider shall submit all invoices to the Authority monthly in arrears;
- (b) the Service Provider shall submit one collated invoice by the tenth (10<sup>th</sup>) Working Day following the end of the Month to which they relate;
- (c) each invoice shall reflect a collation of completed work up to the date of submission and shall be accompanied with the supporting Invoice and Management Information data as referenced in Schedule 10 - Management Information (MI02 and MI03).

11.2 The Service Provider shall add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Service Provider fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay the Service Provider any additional VAT.

11.3 All Service Provider invoices shall be expressed in sterling or any other currency which is Approved by the Authority.

11.4 The Service Provider shall work with the Authority and its nominated agent to agree an electronic invoice format which meets the requirements of a Valid Invoice described in paragraph 11.45.

11.5 If the minimum requirements outlined below are not provided the invoice will be returned to the Service Provider in accordance with paragraph 11.6:

- (a) the Service Provider's full name, address, contact information and title of the Framework – CAIS Managed and Approved Service Provider Framework Agreement ;
- (b) the date of invoice, invoice reference number and corresponding remittance reference number;
- (c) in respect of each Booking:
  - (i) The name, address and cost centre of the Venue;
  - (ii) Blanket Purchase Order Number or Purchase Order Number;
  - (iii) Booking Reference Number;
  - (iv) The Price payable by the Authority for each Booking Reference Number;
  - (v) the value of the total charges;
  - (vi) the amount of any VAT or sales tax payable by the Authority.



- 11.6 The Authority shall not pay an invoice which is not a Valid Invoice.
- 11.7 Subject to paragraph **Error! Reference source not found.**5, the Authority shall pay all undisputed sums due to the Service Provider within thirty (30) days of Receipt of a Valid Invoice. The Service Provider shall send all invoices to the Authority's finance team at the following address (or such other address as the Authority may advise):

Postal address: SSCL, PO Box 745, Newport, Gwent, NP10 8FZ

Email address: [APinvoices-CTS-U@sscl.gse.gov.uk](mailto:APinvoices-CTS-U@sscl.gse.gov.uk);  
[CCMDIntermediaries@justice.gov.uk](mailto:CCMDIntermediaries@justice.gov.uk)

- 11.8 Any changes to the Authority finance team will be notified to the Service Provider who will make the required change at no cost to the Authority.
- 11.9 If the Authority pays the Service Provider prior to the submission of a Valid Invoice this payment shall be on account of and deductible from the next payment to be made.
- 11.10 Any late payment of undisputed invoices by the Authority will be subject to interest at the annual rate of a maximum of 5% above the base rate from time to time of the Bank of England. The Parties agree that this paragraph 11.8 is a substantial remedy for late payment of any sum payable under this Agreement for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998

## **12. VAT INDEMNITY**

- 12.1 The Service Provider shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under the Contract. Any amounts due under this paragraph 12 shall be paid by the Service Provider to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.

## **Annex A – Travel and Subsistence Guidelines**

The Authority requires that those engaged in delivering public services ensure that public money and other resources are used properly and efficiently, in accordance with the Civil Service Code. Whilst our delivery partners across the justice sector may not be civil servants, we expect similar key principles to apply to claims for travel and subsistence:

- Only costs which are necessary and genuine expenditure should be reimbursed
- Reimbursement should be limited to actual costs only (within limits set by the department)
- All claims for expenses must be receipted and recorded for audit purposes
- The Authority retains audit rights to review claims on the basis of risk, quantum, nature of expense, or random selection
- Service Providers should oversee the frequency of travel and associated expenses in the first instance

Service Providers must ensure that their Staff adhere to the principles and restrictions contained within this Annex A, and the Service Provider's own policies should reflect its contents.

1. Travel and associated costs should be minimised where possible
2. Standard class public transport is to be used by default, with approval required for exceptional expenses (e.g. first/business class travel, taxi expenses etc.)
3. Accessibility and disability requirements must be taken into consideration.
4. Travel should be pre-booked where possible
5. Travellers should make maximum use of travel facilities that offer best value for money e.g. timed trains, railcards, low cost day returns, booking single tickets, season tickets where these are most cost effective.
6. Fines (including speeding offences), excessive parking, and clamping charges incurred during the course of business will not be reimbursed
7. Mileage claims may only be claimed where the correct business use insurance cover is in place
8. Claims for alcohol or cigarettes will not be reimbursed

9. Travel time and mileage claims should be based on the shortest distance between home (or office-based location) and the service delivery location
10. The Authority is not able to provide advances for travel costs or tickets
11. Claims for entertainment, hospitality or gifts will not be reimbursed
12. Tips and gratuities paid by Staff will not be reimbursed

## **Schedule 6 - Key Personnel and Key Sub-Contractors**

### **Part A – Key Personnel**

#### **The Authority's Key Personnel are:**

Matthew Brackley, Commercial Contract Manager ("**CCM**") who will be responsible for overall commercial management of this Contract.

Kuljinder Howells, Contracted Service Manager, a National Contract Manager ("**NCM**") who will be responsible for the overall operational management of this Contract.

Julie Parkin, Head of Contracted Services, a Senior Business Owner ("**SBO**") who will be responsible for overall operational management of this Contract.

#### **The Managed Service Provider's Key Personnel are:**

Carly McAuley, Director, the Contracts Manager ("**CM**") who shall be the single point of contact for the Authority and who shall have overall responsibility for the Service Provider's management of the Framework Agreement.

### **Part B – Key Sub-Contractors**

Subject to clause 17 (Key Sub-Contractors), the Service Provider is entitled to sub-contract under any Call Off Contracts entered into pursuant to this Framework Agreement to the Key Sub-Contractors listed below:

N/A

## Schedule 7 - Call-off Terms and Conditions

### Call Off Terms and Conditions – Managed and Approved Service Providers

#### CALL OFF TERMS AND CONDITIONS

##### A GENERAL

###### A1 DEFINITION

- A1.1 In this Call-Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out below (Definitions) or in the relevant Call Off Schedule.
- A1.2 If a capitalised expression does not have a definition in this Call-Off Contract it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning. Affected Party means the Party seeking to claim relief in respect of a Force Majeure Event.

**Assessment** means the initial assessment of a Service User carried out by the Service Provider as part of the Services provided to the Authority under the Call-Off Contract

**Call-Off Contract** means these terms and conditions, the attached Schedules, the terms and conditions and schedule of the Managed and Approved Service Providers Framework Agreement and any other provisions the Parties expressly agree are included.

**Change** means a change in any of the terms or conditions of the Call-Off Contract.

**Change in Law** means any change in Law which affects the performance of the Services which comes into force after the Services Commencement Date.

**Control** means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by Call-Off Contract or otherwise) and “**Controls**” and “**Controlled**” are interpreted accordingly.

**Copyright** means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

**Crown** means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers, Government departments, Government offices and Government agencies and “**Crown Body**” is an emanation of the foregoing.

**Default** means any breach of the obligations or warranties of the relevant Party (including abandonment of the Call-Off Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Call-Off Contract and in respect of which such Party is liable to the other.

**DOTAS** means the Disclosure of Tax Avoidance Schemes rules which require a promotor 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 and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

**End Date** means the date specified in clause A5.1 or A5.3 as applicable.

**Equipment** means the Service Provider's equipment, consumables, materials and such other items supplied and used by the Service Provider in the delivery of the Services.

**Extension** means as it is defined in clause A5.2 and A5.3.

**Force Majeure Event** means any event outside the reasonable control of either Party affecting its performance of its obligations under the Call-Off Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of Government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Service Provider or the Staff or any other failure in the Service Provider's supply chain, the Covid 19 pandemic or the United Kingdom's exit from the EU.

**General Anti-Abuse Rule** means:

- (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 NICs.

**Good Industry Practice** means standards, practices, methods and procedures conforming to the Law and 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 in a similar type of undertaking under the same or similar circumstances.

**Government** means the government of the United Kingdom.

**Halifax Abuse Principle** means the principle explained in the CJEU Case C-255/02 Halifax and others.

**HMRC** means HM Revenue & Customs.

**Initial Term** means the period from the Services Commencement Date to the End Date.

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

**ITEPA** means the Income Tax (Earnings and Pensions) Act 2003.

**Know-How** means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

**Law** means law, statute, 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 Service Provider is bound to comply.

**Month** means calendar month.

**NICs** means National Insurance Contributions.

**Occasion of Tax Non-Compliance** means:

- (a) any tax return of the Service Provider submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
  - i) a Relevant Tax Authority successfully challenging the Service Provider under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - ii) the failure of an avoidance scheme which the Service Provider was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Service Provider submitted to a Relevant Tax Authority on or after 1 October 2012 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 Services Commencement Date or to a civil penalty for fraud or evasion.

**Prohibited Act** means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - i) induce that person to perform improperly a relevant function or activity; or
  - ii) reward that person for improper performance of a relevant function or activity;
- (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 Call-Off Contract;
- (c) an offence:
  - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
  - ii) under legislation or common law concerning fraudulent acts (including offences by the Service Provider under Part 3 of the Criminal Finances Act 2017); or
  - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

**Regulatory Body** means a Government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Call-Off Contract or any other affairs of the Authority.

**Relevant Tax Authority** means HMRC or, if applicable, a tax authority in the jurisdiction in which the Service Provider is established.

**Replacement Service Provider** means any third-party Service Provider appointed by the Authority to supply any services which are substantially similar to any of the Services in substitution for any of the Services following the expiry or termination of the Call-Off Contract.

**Service User** has the meaning given in the Specification.

**Services** means the court appointed intermediary services to be provided by the Service Provider as detailed in the Assessment Booking Form and/or Hearing Booking Form.

**Services Commencement Date** means the date specified in clause A5.1.

**SSCBA** means the Social Security Contributions and Benefits Act 1992.



**Term** means the period detailed in clause A5

**Third Party IP Claim** has the meaning given to it in clause E1.5.

**Venue** means the court, tribunal or other location where the Services are to be supplied as set out in the Specification.

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

## **A2 Authority Obligations**

Save as otherwise expressly provided, the Authority's obligations under the Call-Off Contract are the Authority's obligations in its capacity as a contracting counterparty and nothing in the Call-Off Contract operates as an obligation upon, or in any other way fetters or constrains, the Authority in any other capacity.

## **A3 Service Provider's Status**

- A3.1 The Service Provider is an independent contractor and nothing in the Call-Off Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Call-Off Contract.
- A3.2 The Service Provider shall not (and shall ensure that any other person engaged in relation to the Call-Off Contract shall not) say or do anything that might lead another person to believe that the Service Provider is acting as the agent or employee of the Authority.

## **A4 Mistakes in Information**

The Service Provider is responsible for the accuracy of all documentation and information supplied to the Authority by the Service Provider in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

## **A5 Term**

- A5.1 The Call-Off Contract starts on the date when the Authority confirms to the Service Provider that it has accepted the Quotation provided in the Assessment Booking Form and sends the Call-Off Contract terms and conditions to the Service Provider ("**the Services Commencement Date**").
- A5.2 The Call-Off Contract ends when the Service Provider has provided the Services to the Commissioning Body in accordance with the instructions in the Assessment Booking Form and (where applicable) the Attendance Services unless terminated early or extended in accordance with the terms of the Call-Off Contract ("**the End Date**").

- A5.3 The Call-Off Contract may be extended (“**the Extension**”) in the event that the Authority requires further Services from the Service Provider and requests an amended Quotation from the Service Provider.

## **B. THE SERVICES**

### **B1 Basis of the Call-Off Contract**

- B1.1 In consideration of the Service Provider’s performance of its obligations under the Call-Off Contract the Authority shall pay the Service Provider the Price in accordance with clause C1 and Schedule 5 of the Framework Agreement.
- B1.2 The terms and conditions in the Call-Off Contract and the Framework Agreement apply to the exclusion of any other terms and conditions the Service Provider seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **B2 Delivery of the Services**

- B2.1 The Service Provider shall at all times comply with the Specification and, where applicable, shall maintain accreditation with the relevant authorisation bodies.
- B2.2 The Service Provider shall perform its obligations under the Call-Off Contract in accordance with the Law and Good Industry Practice.
- B2.3 The Service Provider acknowledges that the Authority relies on the skill and judgement of the Service Provider in the supply of the Services and the performance of the Service Provider’s obligations under the Call-Off Contract.
- B2.4 The Service Provider shall:
- (a) ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services;
  - (b) ensure that all Staff are properly managed and supervised; and
  - (c) comply with the standards and requirements set out the Specification.
- B2.5 The Authority may inspect the manner in which the Service Provider supplies the Services at a Venue during normal business hours and reserves the right to carry out checks without providing prior notice to the Service Provider.
- B2.6 If reasonably requested to do so by the Authority, the Service Provider shall co-ordinate its activities in supplying the Services with those of the Authority and other Service Providers engaged by the Authority.
- B2.7 Due to the nature of the Services, timely supply is of the essence of the Call-Off Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date or at a specified tribunal or hearing. If the Service Provider fails to supply the Services within the time specified, the Authority is released from any obligation to pay

for the Services and may terminate the Call-Off Contract, in either case without prejudice to any other rights and remedies of the Authority.

- B2.8 If the Authority informs the Service Provider in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Call-Off Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Service Provider shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Call-Off Contract within such reasonable time as may be specified by the Authority.

### **B3 Equipment**

The Service Provider shall provide all the Equipment and resources necessary for the supply of the Services except where the Authority agrees that it shall provide the Equipment.

### **B4 Staff**

- B4.1 The Authority may, by notice to the Service Provider, refuse to admit onto, or withdraw permission to remain at the Venue:

- (a) any member of Staff; or
- (b) any person employed or engaged by the Service Provider

whose admission or continued presence at the Venue would, in the Authority's reasonable opinion, be undesirable.

- B4.2 The Authority shall maintain the security of the Venue in accordance with its standard security requirements. The Service Provider shall comply with all security requirements of the Authority while on the Authority's Premises and ensure that all Staff comply with such requirements.
- B4.3 The Authority may search any persons or vehicles engaged or used by the Service Provider at the Authority's Premises.
- B4.4 At the Authority's written request, the Service Provider shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with the Call-Off Contract and giving such other particulars as the Authority may reasonably request.
- B4.5 The Service Provider shall ensure that all Staff who have access to the Authority's Premises have been cleared in accordance with the Specification.
- B4.6 The Service Provider shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:
- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and

- (b) provide documents, records or other material in whatever form which the Authority may reasonably request, or which may be requested on the Authority's behalf, for the purposes of an investigation.

## **C. PAYMENT AND PRICE**

### **C1 Payment**

- C1.1 The Authority shall pay the Price for the Services provided by the Service Provider and any Travel and Subsistence Charges once the Services have been completed in accordance with the terms of the Call-Off Contract and the Authority is in receipt of a Valid Invoice from the Service Provider.
- C1.2 The Authority shall pay all Valid Invoices in accordance with Schedule 5 of the Framework Agreement.

### **C2 Recovery of Sums Due**

- C2.1 If under the Call-Off Contract any sum of money is recoverable from or payable by the Service Provider to the Authority (including any sum which the Service Provider is liable to pay to the Authority in respect of any breach of the Call-Off Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Service Provider from the Authority under the Call-Off Contract or under any other agreement with the Authority or the Crown.
- C2.2 Any overpayment by either Party, whether of the Price, Travel or Subsistence Charges or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C2.3 The Service Provider shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Service Provider.

### **C3 Price During Extension**

Subject to Schedule 5 of the Framework Agreement and clause F4 (Change), the Price applies for the Initial Term and until the end of any Extension or such earlier date of termination of the Call-Off Contract in accordance with the Law, the Call-Off Contract or the Framework Agreement.

## **D. PROTECTION OF INFORMATION**

### **D1 Data Protection and Privacy**

- D1.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause, D1 and Schedule 11 (Data Processing) of the Framework Agreement is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

- D1.2 When processing Personal Data under this Call-Off Contract, the Parties shall process that Personal Data in accordance with the requirements of Schedule 11 of the Framework Agreement.
- D1.3 The provisions of this clause and Schedule 11 (Data Protection and Information Assurance) of the Framework Agreement shall apply during the continuance of the Framework Agreement and indefinitely after its expiry or termination.

## **D2 Confidential Information**

The Parties shall comply with the Confidentiality Provisions contained in the Framework Agreement.

## **D3 Freedom of Information**

- D3.1 The Service Provider acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- D3.2 The Parties shall comply with the Freedom of Information provisions contained in clause 15 of the Framework Agreement.

## **E. INTELLECTUAL PROPERTY**

### **E1 Intellectual Property Rights**

- E1.1 All Intellectual Property Rights in any Assessment or other reports or materials produced by the Service Provider in connection with delivery of the Services ("the **IP Materials**") shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Service Provider shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Service Provider of its obligations under the Call-Off Contract. The Service Provider shall ensure that it provides a copy of the IP Materials to the Authority as soon as reasonably practicable upon demand by the Authority.
- E1.2 The Service Provider hereby assigns:
- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Call-Off Contract or (in the case of rights arising after the date of the Call-Off Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Service Provider; and
  - (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials

and shall execute all documents and do all acts as are necessary to execute these assignments.

E1.3 The Service Provider shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Call-Off Contract or the performance of its obligations under the Call-Off Contract;
- (b) ensure that the third-party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and include the right for the Authority to sub-license, transfer, novate or assign to other contracting authorities, the Crown, any Replacement Service Provider or to any other third-party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E1.3, except to the extent that any such claim results directly from:
  - i) items or materials based upon designs supplied by the Authority; or
  - ii) the use of data supplied by the Authority which is not required to be verified by the Service Provider under any provision of the Call-Off Contract.

E1.4 The Authority shall notify the Service Provider in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Service Provider to the Authority.

E1.5 The Service Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Service Provider or Indemnified Person) arising from the performance of the Service Provider's obligations under the Call-Off Contract ("**Third Party IP Claim**"), provided that the Service Provider shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Authority; and

- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E1.6 The Service Provider grants to the Authority and, if requested by the Authority, to a Replacement Service Provider, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Service Provider owned or developed prior to the Services Commencement Date and which the Authority (or the Replacement Service Provider) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Call-Off Contract (including, without limitation, the Services).

## **F. CONTROL OF THE CALL-OFF CONTRACT**

### **F1 Call-Off Contract Performance**

- F1.1 The Service Provider shall perform all Call-Off Contracts entered into with the Authority in accordance with:
- (a) the requirements of the Framework Agreement (including any schedules); and
  - (c)
  - (b) the terms and conditions of the respective Call-Off Contracts (including any schedules).
  - (d)
- F1.2 Without prejudice to any other rights and remedies the Authority may have, if during the provision of the Services:
- (a) a Notifiable Default occurs, the Service Provider shall comply with the Rectification Process if notified to do so by the Authority; or
  - (e)
  - (b) the Authority may exercise its right to terminate the Call-Off Contract under clause H2 where it considers the Notifiable Default to be Material Breach.

### **F2 Remedies**

- F2.1 If the Authority reasonably believes the Service Provider has committed a Material Breach it may, without prejudice to its rights under clause F1 or F1.2 do any of the following:
- (a) without terminating the Call-Off Contract, itself supply or procure the supply of all or part of the Services until such time as the Service Provider has demonstrated to the Authority's reasonable satisfaction that the Service Provider will be able to supply the Services in accordance with the Specification;
  - (b) without terminating the whole of the Call-Off Contract, terminate the Call-Off Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;

- (c) withhold or reduce payments to the Service Provider in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (d) terminate the Call-Off Contract in accordance with clause H2.

F2.2 Without prejudice to its right under clause C2 (Recovery of Sums Due), the Authority may charge the Service Provider 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 Service Provider for such part of the Services.

### **F3 Transfer and Sub-Contracting**

F3.1 Except where clause F3.2 and/or F3.5 apply, the Service Provider shall not transfer, charge, assign, sub-contract or in any other way dispose of the Call-Off Contract or any part of it unless they use one of the Key Sub-Contractors. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-Contracting any part of the Call-Off Contract does not relieve the Service Provider of any of its obligations or duties under the Call-Off Contract.

F3.2 The Service Provider is permitted to sub-contract the provision of the Services in the event that they become unable to provide the Services due to unavailability or for another cause. The Service Provider is only permitted to sub-contract the provision of the Services to another Service Provider who is currently appointed to the Service Providers.

F3.4 In the event that the Service Provider sub-contracts the Services, the Service Provider shall remain responsible for the acts and/or omissions of its Sub-Contractors as though they are its own and shall ensure that it puts in place a contract with the Key Sub-Contractor which complies with the requirements of clause 17 of the Framework Agreement.

F3.5 Notwithstanding clause F3.1, the Service Provider may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Service Provider (including any interest which the Authority incurs under clause C1 (Payment and VAT)). Any assignment under this clause F3.9 is subject to:

- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C2 (Recovery of Sums Due);
- (b) all related rights of the Authority under the Call-Off Contract in relation to the recovery of sums due but unpaid; and
- (c) the Authority receiving notification under both clauses F3.6 and F3.7.

F3.6 If the Service Provider assigns the right to receive the Price under clause F3.5, the Service Provider or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F3.7 The Service Provider shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority can make payment.



F3.8 Clause F3 continues to apply in all other respects after the assignment and shall not be amended without Approval.

F3.9 Subject to clause F3.11, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Call-Off Contract or any part thereof to:

- (a) any contracting authority;
- (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- (c) any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not increase the burden of the Service Provider's obligations under the Call-Off Contract.

F3.10 Any change in the legal status of the Authority such that it ceases to be a contracting authority shall not, subject to clause F3.15, affect the validity of the Call-Off Contract which shall bind and inure to the benefit of any successor body to the Authority.

F3.11 If the rights and obligations under the Call-Off Contract are assigned, novated or otherwise disposed of pursuant to clause F3.13 to a body which is not a contracting authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the **"Transferee"**):

- (a) the rights of termination of the Authority in clauses F3.1 and F3.2 are available to the Service Provider in respect of the Transferee; and
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Call-Off Contract or any part thereof with the prior consent in writing of the Service Provider.

F3.12 The Authority may disclose to any Transferee any Confidential Information of the Service Provider which relates to the performance of the Service Provider's obligations under the Call-Off Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Service Provider's obligations under the Call-Off Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F3.13 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Call-Off Contract.

## **F4 Change**

F4.1 The Parties may make a Change to the terms and conditions of a Call-Off Contract using the Framework Variation Procedure at Schedule 13 of the Framework Agreement.

- F4.2 Either Party or a Commissioning Body may request an Amendment by notifying the other Party in writing of the Amendment and by completing a Cancellation or Curtailment Form. The Party requesting the Amendment shall give the other Party sufficient information and time to assess the extent and effect of the requested Amendment. If the receiving Party accepts the Amendment it shall confirm it in writing to the other Party.
- F4.3 If the Service Provider is unable to accept an Amendment requested by the Authority or Commissioning Body, the Authority may:
- (a) allow the Service Provider to fulfil its obligations under the Call-Off Contract without the Amendment; or
  - (b) terminate the Call-Off Contract immediately except where the Service Provider has already delivered all or part of the Services or where the Service Provider can show evidence of substantial work being carried out to fulfil the requirements of the Call-Off Contract; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I1 (Dispute Resolution).
- F4.4 An Amendment takes effect only when the Booking Change or Cancellation Form has been validly executed by both Parties or as otherwise agreed by both Parties in writing.
- F4.5 The Service Provider is deemed to warrant and represent that the Booking Change or Cancellation Form has been executed by a duly authorised representative of the Service Provider in addition to the warranties and representations set out in clause G2.

## **F5 Audit**

- F5.1 The Service Provider shall:
- (a) keep and maintain until six (6) years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of the Call-Off Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority;
  - (b) on request afford the Authority or the Authority's authorised representatives such access to those records and processes as may be requested by the Authority in connection with the Call-Off Contract;
  - (c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Service Provider in relation to the Services;
  - (d) allow authorised representatives of the Authority to examine the Service Provider's records and documents relating to the Call-Off Contract and provide such copies and oral or written explanations as may reasonably be required; and
  - (e) allow the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy,

efficiency and effectiveness with which the Authority has used its resources. The Service Provider shall provide such explanations as are reasonably required for these purposes.

## **G. LIABILITIES**

### **G1 Liability and Insurance**

The liability of each Party under a Call-Off Contract shall be as detailed in clause 20 of the Framework Agreement.

### **G2 Warranties and Representations**

G2.1 The Service Provider warrants and represents on the Services Commencement Date and for the Term that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform the Call-Off Contract and that the Call-Off Contract is executed by a duly authorised representative of the Service Provider;
- (b) in entering the Call-Off Contract, it has not committed any fraud;
- (c) as at the Services Commencement Date, all information contained in the Tender, Quotation or other offer made by the Service Provider to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing and accepted by the Authority in writing prior to execution of the Call-Off Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Call-Off Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Call-Off Contract;
- (f) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Call-Off Contract;

- (h) any person engaged by the Service Provider shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the three (3) years (or period of existence if the Service Provider has not been in existence for three (3) years) prior to the date of the Call-Off Contract:
  - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
  - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
  - iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Call-Off Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Call-Off Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G2.2 The Service Provider confirms that in entering into the Call-Off Contract it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Call-Off Contract except those expressly set out in the Call-Off Contract and the Service Provider hereby waives and releases the Authority in respect thereof absolutely.

### **G3 Tax Compliance**

G3.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Service Provider shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give the Authority:
  - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
  - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

G3.2 If the Service Provider or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Call-Off Contract, the Service Provider shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Service Provider or any Staff.

G3.3 Any breach of clause G3 by the Service Provider shall be considered to be a Material Default by the Service Provider and in such an event the Authority may at its discretion take further action under clause H.

## **H. TERMINATION OF A CALL-OFF CONTRACT**

### **H1 Termination or Cancellation**

- H1.1 The provisions of the Framework Agreement shall apply in relation to termination of any Call-Off Contracts
- H1.2 The Authority may notify the Service Provider of a Cancellation of the Services at any time and the provisions of Schedule 5 (Pricing and Payment) shall apply,

### **H2 Consequences of Termination or Cancellation**

- H2.1 Save as otherwise expressly provided in the Call-Off Contract:
  - (a) termination or expiry of the Call-Off Contract shall be without prejudice to any rights, remedies or obligations accrued under the Call-Off Contract prior to termination or expiration and nothing in the Call-Off Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
  - (b) termination of the Call-Off Contract does not affect the continuing rights, remedies or obligations of the Authority or the Service Provider under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D2 (Data Protection and Privacy), D3 (Confidential Information), F5 (Audit), G1 (Liabilities and Insurance) and Schedule 14 (Data Protection) of the Framework Agreement.

### **H3 Disruption**

The Service Provider shall take reasonable care to ensure that in the performance of its obligations under the Call-Off Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

### **H4 Recovery**

- H4.1 On termination of the Call-Off Contract for any reason, the Service Provider shall at its cost:

- (a) immediately return to the Authority all Personal Data and IP Materials in its possession or in the possession or under the control of any permitted Service Providers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
- (b) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Service Provider and/or the completion of any work in progress; and
- (c) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Service Provider to conduct due diligence.

## **I GENERAL**

### **I1 Dispute Resolution**

If a dispute arises out of or in connection with this Call-Off Contract or the performance, validity or enforceability of it ("Dispute") then except as expressly provided in this Call-Off Contract, the Parties shall follow the procedure set out in clause 27 of the Framework Agreement.

### **I2 Force Majeure**

- 12.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Call-Off Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Service Provider in performing its obligations under the Call-Off Contract which results from a failure or delay by an agent or Sub-Contractor is regarded as due to a Force Majeure Event only if that agent or Sub-Contractor is itself impeded by a Force Majeure Event from complying with an obligation to the Service Provider.
- 12.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 12.3 If the Service Provider is the Affected Party, it is not entitled to claim relief under this clause I2 to the extent that consequences of the relevant Force Majeure Event:
  - (a) are capable of being mitigated by any of the Services, but the Service Provider has failed to do so; and/or
  - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Call-Off Contract.
- 12.4 Subject to clause I2.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith

and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

- 12.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Service Provider is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 12.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Call-Off Contract, then during the continuance of the Force Majeure Event:
    - i) the other Party is not entitled to exercise its rights to terminate the Call-Off Contract in whole or in part as a result of such failure pursuant to clause H2.1; and
    - ii) neither Party is liable for any Default arising as a result of such failure;
  - (b) the Service Provider fails to perform its obligations in accordance with the Call-Off Contract it is entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the Call-Off Contract during the occurrence of the Force Majeure Event.
- 12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Call-Off Contract.
- 12.8 Relief from liability for the Affected Party under this clause 12 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Call-Off Contract and is not dependent on the serving of a notice under clause 12.7.

### **13 Notices and Communications**

Any notice or communication between the Parties shall be sent in accordance with clause 40 of the Framework Agreement.

### **14 Conflicts of Interest**

- 14.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Authority under the Call-Off Contract. The Service Provider will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.

- 14.2 The Authority may terminate the Call-Off Contract immediately under H2.1(b) and/or take or require the Service Provider to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Authority under the Call-Off Contract. The actions of the Authority pursuant to this clause 14 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

## **15 Governing Law and Jurisdiction**

Subject to clause I1 (Dispute Resolution) of the Call-Off Contract, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Service Provider in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.



## Schedule 8 - Performance

### 1. KEY PERFORMANCE INDICATORS (KPI)

- 1.1 Section 2 sets out the KPIs which the Parties agree shall be used to measure the performance of the Services by the Service Provider. The KPI and Target Performance Level for each KPI are defined in Table 1.
- 1.2 The Service Provider shall monitor its performance against each KPI and shall provide the Authority with reports detailing the level of service achieved in accordance with Schedule 10 – Management Information and Reporting.
- 1.3 The Service Provider shall implement all monitoring tools and processes necessary to measure and report on their performance against the KPIs. These reports will provide a sufficient level of detail to verify compliance with the KPIs.
- 1.4 The 'date of receipt'<sup>3</sup> for performance management and Key Performance Indicators purposes will be considered as day zero. Any requests received after 17:00 on any given Working Day will be recorded as being received the next Working Day.
- 1.5 Annex 1 – Key Performance Indicators sets out the granular detail of the individual KPIs with corresponding reference codes and calculation steps.

### 2. KEY PERFORMANCE INDICATORS, TARGET PERFORMANCE LEVELS AND SERVICE FAILURES

**SCHEDULE 2 TABLE 1 – KEY PERFORMANCE INDICATORS**

KPI Number	KPI Name	KPI Description	Target Performance Level
1	Fulfilment of Accepted Bookings	A measure of the Service Provider's success in fulfilling accepted Bookings	98%
2	Notification of Rejected Bookings	A measure of the Service Provider's success in notifying the Commissioning Body of the rejection of a Booking Form within 2 Working Days	98%
3	Quotation Provision	A measure of the Service Provider's success in providing Quotations within 2 Working Days of receipt of the Booking Form	98%
4	Assessment Report Provision	A measure of the Service Provider's success in providing Assessment Reports within 10 Working Days of the Assessment <sup>4</sup>	98%

<sup>3</sup> Receipt of the relevant booking form, notice, communication or complaint

<sup>4</sup> Or other timescale agreed with the Authority in accordance with Section 6 of Schedule 1 – Service Specification

5	Management Information	A measure of the Service Provider's success in providing the required Management Information and reports required by Schedule 10 – Management Information and Reporting	100%
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### 3. KPI FAILURES

3.1 Clause 21 of the Framework details the consequences of a KPI Failure.

3.2 The following events shall constitute a KPI Failure:

3.2.1 The failure of any two (2) of Key Performance Indicators occurs in any Month;

3.2.2 The failure of any Key Performance Indicator occurs in two consecutive Months;  
or

3.2.3 The failure of any Key Performance Indicator occurs in three (3) months in a rolling six-month period;

then:

3.2.4 without prejudice to clause F2.1 of the Call-Off Contract, the Default shall be deemed to be a Notifiable Default and the Authority may, by written notice to the Service Provider, require the Service Provider to comply with the Rectification Process in accordance with clause 21 of the Framework Agreement;

3.2.5 the Service Provider will be deemed to be in Material Breach and clause 23 (Termination on Default) may apply.

## ANNEX 1 – KEY PERFORMANCE INDICATORS

KPI 1 – Fulfilment of Accepted Bookings		
Target Performance Level	Calculation	Reporting frequency
98% of accepted Bookings to be fulfilled in accordance with the Booking Form and the Specification.	<p> <math display="block">\text{KPI 1} = (\text{ASF} + \text{ATF}) / (\text{ASA} + \text{ATA}) * 100</math> </p> <p>Where:</p> <p>ASF = The total number of Assessment Bookings Fulfilled</p> <p>ATF = The total number of Attendance Bookings Fulfilled</p> <p>ASA = The total number of Assessment Bookings Accepted</p> <p>ATA = The total number of Attendance Bookings Accepted</p> <p>Fulfilled means the required Service is provided in full (subject to any curtailment or cancellations from the Commissioning Body).</p> <p>EXAMPLE: Where 99 Assessment Bookings are fulfilled out of a total 100 Accepted, and 98 Attendance Bookings are fulfilled out of a total of 100 Accepted:</p> <p>ASF = 99</p> <p>ATF = 98</p> <p>ASA = 100</p>	Monthly

	ATA = 100  KPI 1 = (ASF + ATF) / (ASA + ATA) *100  KPI 1 = (99 + 98) / (100 + 100) *100  KPI 1 = 197 / 200 *100  KPI 1 = 0.985 * 100  KPI 1 = 98.5%	
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KPI 2 – Notification of Rejected Bookings		
Target Performance Level	Calculation	Reporting frequency
98% of rejected bookings to be notified to the Commissioning Body within 2 Working Days of receipt of the Booking Form.	KPI 2 = RBN / TRB *100  Where:  RBN = rejected Bookings where the Commissioning Body is notified of that rejection within 2 Working Days  TRB = Total number of rejected Bookings  EXAMPLE: Where 100 booking requests (either for Assessment or Attendance Services) are received and rejected, and where 85 are rejected within 2 Working Days, 5 within 5 Working Days and 10 within 8 Working Days:	Monthly

	RBN = 85  TRB = 100  KPI 2 = $85 / 100 * 100$  KPI 1 = $0.85 * 100$  KPI 1 = 85.0%	
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KPI 3 – Provision of Quotations		
Target Performance Level	Calculation	Reporting frequency
98% of Quotations to be provided within 2 Working Days of receipt of the Booking Form.	KPI 3 = $QP / QT * 100$  Where:  QP = The total number of Quotations provided within 2 Working Days of receipt of the Booking Form  QT = The total number of Quotations requested where the Booking is accepted	Monthly

	<p>EXAMPLE: Where the Service Provider receives 100 requests for Quotation, and where 5 are rejected, and where 93 Quotations are provided within 2 Working Days of receipt of the Booking Form and 2 subsequently:</p> <p>KPI 3 = <math>93 / 95 * 100</math></p> <p>KPI 3 = <math>0.9789 * 100</math></p> <p>KPI 3 = 97.89%</p>	
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KPI 4 – Assessment Report Provision		
Target Performance Level	Calculation	Reporting frequency
98% of Assessment Reports to be provided within 10 Working Days of the Assessment.	<p>KPI 4 = <math>AR / AT * 100</math></p> <p>Where:</p> <p>AR = The total number of Assessment Reports provided within 10 Working Days of the Assessment.</p> <p>AT = The total number of Assessment Reports required.</p> <p>EXAMPLE: Where the Service Provider conducts 100 Assessments, resulting in 100 Assessment Reports, of which 99 are provided within 10 Working Days and 1 subsequently:</p> <p>KPI 4 = <math>99 / 100 * 100</math></p> <p>KPI 4 = <math>0.99 * 100</math></p>	Monthly

	KPI 4 = 99.00%	
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## **SCHEDULE 9 – Governance**

### **1. INTRODUCTION**

- 1.1 The Parties acknowledge that successful delivery of the Services and the Framework Agreement depends upon effective management by the Authority and the Service Provider, and the Service Provider acknowledges that the Authority places a high importance on contract management. This Schedule outlines the means by which the Authority and the Service Provider shall each discharge their respective governance functions and obligations under the Call-Off Contract. For the avoidance of doubt, nothing in this Schedule 9 (including the participation of the Authority in any governance board) shall operate so as to fetter the rights of the Authority to make decisions and/or exercise its rights or discretion under the Framework Agreement.

### **2. AUTHORITY'S MANAGEMENT STRUCTURE**

- 2.1 The Authority shall appoint:
- (a) a Commercial Contract Manager ("**CCM**") who will be responsible for overall commercial management of this Contract;
  - (b) a Senior Business Owner ("**SBO**") who will be responsible for overall operational management of this Contract;
  - (c) a National Contract Manager ("**NCM**") who will be responsible for the overall operational management of this Contract;
- 2.2 Should the Authority's management structure change throughout the Framework Term, the Service Provider will be expected to be flexible and work in partnership with the Authority in respect of any such changes.

### **3. SERVICE PROVIDER'S MANAGEMENT STRUCTURE**

- 3.1 The Service Provider shall ensure it has adequate internal management structures in place to manage the Framework Agreement from the Framework Commencement Date.
- 3.2 The Service Provider shall nominate a Contracts Manager ("**CM**") who shall be the single point of contact for the Authority and who shall have overall responsibility for the Service Provider's management of the Framework Agreement. For the avoidance of doubt, the CM shall be considered to be a member of the Key Personnel and the provisions of clause 16 (Key Personnel) shall apply to the CM.
- 3.3 The Service Provider shall not replace or remove the individual performing the CM position without the Authority's Approval unless the nominated CM leaves the employ of the Service Provider for whatever reason.
- 3.4 Where the nominated CM is being replaced, the Service Provider shall appoint a suitably qualified person of equivalent experience as soon as possible and shall ensure any proposed change does not adversely affect the smooth operation of the Framework Agreement.



#### 4. MANAGEMENT STRUCTURE: SUMMARY

- 4.1 A summary of the contract management structure of the Authority and the Service Provider is set out below.

Role Abbreviation	Role Title	Service Provider role or Authority role
CCM	Commercial Contract Manager	Authority
SBO	Senior Business Owner	Authority
NCM	National Contract Manager - HQ	Authority
CM	Contracts Manager	Service Provider

- 4.2 The Service Provider shall, by the Framework Commencement Date, have a clear internal mechanism in place for dealing with any issues relating to the Framework Agreement, any Call-Off Contract and the Services and a clear escalation process, on a local, regional and national level (as applicable) and provide the Authority with a clear and sufficiently detailed description of this mechanism by the Framework Commencement Date.

#### 5. CONTRACT GOVERNANCE

- 5.1 The Service Provider shall ensure that the CM attends the following meetings in accordance with the schedule of meetings set out in paragraph 5.9:

- (a) Service Review Meeting (as described in paragraph 5.2 below)
- (b) Annual Review Meeting (as described in paragraph 5.3 below)
- (c) Collaborative Forums (as described in paragraph 5.4 below)
- (d) Stakeholder Forums (as described in paragraph 5.5 below)

- 5.2 The remit of the **Service Review Meeting** shall include:

- (a) monitoring the Service Provider's compliance with its obligations under the Framework Agreement and any Call-Off Contracts;
- (b) monitoring the Service Provider's delivery and performance of the Services, including complaints, risks and issues; and
- (c) addressing incident and problem management, including the Service Provider's account management performance.

- 5.3 The remit of the **Annual Review Meeting** shall include:

- (a) monitoring the Service Provider's compliance with its obligations under the Framework Agreement and any Call-Off Contracts;

- (b) highlighting key successes and lessons learned from the previous 12 months;
- (c) agreeing a forward-looking approach for the subsequent 12 months;
- (d) discussion of annual trends, in complaints, risks and issues;
- (e) assessing the relationship between the Parties and current / new ways of working;
- (f) reviewing any commercial aspects of the Framework Agreement and any Call-Off Contracts; and
- (g) reviewing and agreeing any variations and changes to performance measures and targets.

5.4 The remit of the **Collaborative Forums** will include:

- (a) External factors that affect the provision of the Services
- (b) Changes to legislation or policies that may affect the provision of the Services
- (c) Discussion of trends in service delivery nationally
- (d) Discussion of risks and issues, and ways of working
- (e) Attendees from other Service Providers delivering similar or related services

5.5 The remit of the **Stakeholder Forums** will include:

- (a) Discussions with interested stakeholders including but not limited to representatives of the judiciary, the Legal Aid Agency, MoJ Policy, commissioning bodies and service users
- (b) Discussion of risks and issues, and ways of working

5.6 The meeting organiser will arrange for minutes to be taken at any of the meetings listed above and for the minutes to be promptly circulated after each meeting.

5.7 Unless otherwise agreed between the Parties, the agenda for all meetings shall be prepared and circulated ahead of the date of the relevant meeting.

5.8 The Service Provider is responsible for providing management information and reports in advance of the meetings in accordance with the requirements of Schedule 10 – Management Information and Reporting.

5.9 The attendees and meeting frequency of each of the above boards is set out below. In addition to the Service Provider representatives listed below, the Authority may, acting reasonably, require other Service Provider Staff to attend meetings from time to time, including senior representatives of the Service Provider's business.

Meeting Name	Who	Frequency
Service Review Meeting	CCM, NCM, CM	<p>Monthly during the Implementation Period (preceding the Framework Service Commencement Date).</p> <p>Bi-monthly (once every two months) following the Framework Service Commencement Date.</p> <p>The NCM will chair all meetings and be responsible for secretariat responsibilities.</p>
Annual Contract Review Meeting	CCM, NCM, SBO CM	<p>Annual</p> <p>The Senior Business Owner will chair all meetings and be responsible for secretariat responsibilities.</p>
Collaborative Forum	<p>CCM, NCM, CM</p> <p>Includes representatives of other Service Providers</p>	Annual
Stakeholder Forum	CCM, NCM, CM	Ad hoc, as agreed between the parties

## Schedule 10 - Management Information and Reporting

### 1. MANAGEMENT INFORMATION AND OPEN BOOK DATA

1.1 During the Framework Term and for a period of 6 years thereafter, the Service Provider shall maintain and retain the Open Book Data.

1.2 The Service Provider shall provide the Authority with the Management Information set out below in paragraph 1.3 at the frequency indicated therein, in an agreed format.

#### 1.3 Reporting Requirements

MI Reporting Reference	Management Information Requirement	Frequency
MI01	<b>Performance Summary</b> A report detailing monthly performance against the Key Performance Indicators	Monthly
MI02	<b>Service Backing Data</b> To include all the fields used to calculate the KPIs and also the other fields that are non-calculation, e.g. court name, client name, etc	Monthly
MI03	<b>Invoice Data</b> To include all fields in relation to invoice submission, payment, rejections and incorrect invoices and to be submitted in accordance with Schedule 5 - Pricing and Payment.	Monthly
MI04	<b>Customer Service and Complaints</b> A report providing details and outcome of customer service queries and complaints.	Monthly
MI05	<b>Declined Requests Report</b> A report containing details of rejected Bookings to supplement the calculation of KPI 2.	Monthly
MI06	<b>Cancelled and Curtailed Booking Report</b> A report containing details of all Bookings that have	Monthly

	been subject to Cancellation or Curtailment by the Service Provider, Commissioning Body or Authority.	
MI07	<b>Security Clearances Report</b>  A report evidencing DBS compliance <ul style="list-style-type: none"> <li>• The number of Intermediaries recruited</li> <li>• The number of DBS checks applied</li> <li>• The number of satisfactory DBS received</li> <li>• The number of unsatisfactory checks</li> </ul>	Quarterly
MI08	<b>Intermediary Qualifications and Experience Report</b>  A report outlining the Intermediaries working on CAIS have the requisite qualifications, experience and continuous professional development to undertake bookings in the relevant jurisdictions.	Annually
MI09	<b>Quality Assurance Report</b>  A report outlining quality assurance checks conducted, the results of assurance activity, and relevant actions taken.	Quarterly
MI10	<b>Social Value Report</b>  A report describing the Service Provider's progress in improving social value. The report should include as a minimum: <ul style="list-style-type: none"> <li>• Progress against the Service Provider's proposals contained in Schedule 2 – Service Provider Solution</li> <li>• Actions taken to enhance social value offering outside of Schedule 2, and evaluation of the outcomes of those actions</li> <li>• Proposals for the subsequent 12-month period</li> </ul>	Annually
MI11	<b>Accommodation Cost Report</b>  A report detailing the accommodation costs incurred and the variance between rates paid and the maximum charges contained within Schedule 5, Table 4.	Monthly for initial 6 months

- 1.4 The minimum required reporting fields for the reports listed above are contained within Annex 1.
- 1.5 The Authority reserves the right to visit Service Provider sites to carry out verification audits in accordance with Framework Agreement clause 11 (Records and Audit Access) on Management Information provided.
- 1.6 The Service Provider commits to achieving continuous improvement and to support this, it shall have a process in place for reviewing opportunities and efficiency innovations.
- 1.7 Financial Management information will be shared with the Authority and its departments no later than the tenth (10<sup>th</sup>) Working Day following the end of the Month to which they relate, unless directed otherwise by the Authority.
- 1.8 Service Providers will have a nominated point of contact / nominated email address to deal with any Management Information and invoicing queries.

## **2. MAINTENANCE AND RETENTION OF RECORDS**

- 2.1 The Service Provider shall retain and maintain all the records (including superseded records) referred to in paragraph 2.4 (together “**Records**”):
  - (a) in accordance with the requirements of Good Industry Practice;
  - (b) in chronological order;
  - (c) in a form that is capable of audit; and
  - (d) at its own expense.
- 2.2 The Service Provider shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
- 2.3 During the Framework Term and for a period of at least 6 years (or as directed by the Authority) following the expiry or termination of this Framework Agreement, the Service Provider shall maintain or cause to be maintained complete and accurate documents and all records in relation to the provision of the Services.
- 2.4 The Records to be kept by the Service Provider are:
  - (a) The Framework Agreement, any Call-Offs Contract, including all Schedules and all amendments to such documents;
  - (b) all other documents which this Framework Agreement or any Call-Off Contracts expressly requires to be prepared;
  - (c) records relating to the appointment and succession of the CM and each member of the Key Personnel;
  - (d) all operation and maintenance manuals prepared by the Service Provider for the purpose of maintaining the provision of the Services;
  - (e) all formal notices, reports or submissions made by the Service Provider to the Authority in connection with the provision of the Services;

- (f) all certificates, licences, registrations or warranties in each case obtained by the Service Provider in relation to the provision of the Services;
- (g) documents prepared by the Service Provider in support of claims for the Price;
- (h) documents submitted by the Service Provider pursuant to the Variation procedure.
- (i) documents submitted by the Service Provider pursuant to invocation by it or the Authority of the dispute resolution procedure set out in clause 27 (Dispute Resolution) or the Rectification Process in clause 21 (Rectification Process) of the Framework Agreement;
- (j) documents evidencing any change in ownership or any interest in any or all of the shares in the Service Provider where such change may cause a Change of Control; and including documents detailing the identity of the persons changing such ownership or interest;
- (k) invoices and records related to VAT sought to be recovered by the Service Provider;
- (l) financial records, including audited and un-audited accounts of the Service Provider.
- (m) records required to be retained by the Service Provider by Law, including in relation to health and safety matters and health and safety files and all consents;
- (n) all documents relating to the insurances to be maintained under this Framework Agreement and any Call-Off Contract and any claims made in respect of them; and
- (o) all other records, notices or certificates required to be produced and/or maintained by the Service Provider pursuant to this Framework Agreement and any Call-Off Contract.

## ANNEX 1 – Minimum Reporting Requirements

Annex 1 outlines the Minimum Reporting Requirements to support the production of Management Information required under this Framework. The Authority reserves the right to review and amend Annex 1 to support Contract and Service Delivery.

### MI01 – Performance Summary

Key Performance Indicator
KPI 1 - Fulfilment
KPI 2 - Notification of Rejected Bookings
KPI 3 - Quotation Provision
KPI 4 - Assessment Reports
KPI 5 - Management Information

### MI02 – Service Delivery

Service Provider and Booking Details	Service Provider Name
	Booking Form Receipt Date
	Service Provider Booking Reference Number
	Service Type (Assessment or Hearing)
	Hearing Type (leave blank for assessments)
	Commissioning Body (Solicitor's name / HMCTS)
	Blanket Purchase Order (BPO) Number
	HMCTS Case Reference Number
Venue	Jurisdiction
	Venue Name
	If Venue not listed, please specify
	Cost Centre
	Region
Legal Aid Agency References	Representation Order Number (leave blank if not applicable)
	MAAT Reference Number (leave blank if not applicable)
Service User	Vulnerability Category
	Vulnerability
	Details of other vulnerability or combination of vulnerabilities
Quotation and Booking	Quotation Value (£)
	Quotation Issued Date
	Booking Form Receipt to Quote (Days)



	Venue Quotation Approval Date
	Service Provider Booking Confirmation Date
Assessment or Hearing	Service start (Date)
	Service end (Date)
	Service Completed (Yes/No)
	In Person or Remote
	Preparation Time (Hours)
Assessments	Date of Assessment
	Assessment Duration (Hours)
	Assessment Report Writing (Hours)
	Assessment Exception (None, Advance, Retrospective)
	Assessment Exception Reason
	Assessment Report Submission Date
	Days from Assessment to Submission (replace if incorrect due to Bank Holiday)
Hearings	Hearing Duration (Half Days)
	Hearing Duration (Full Days)
Declined Requests, Referrals, Cancellations & Curtailments	Declined Booking (Yes/No)
	Declined Confirmation Date
	Booking Form Receipt to Declined Confirmation (Days)
	Declined Reason
	If other, provide reason
	Subsequent Declined Booking (Yes/No)
	Subsequent Declined Date
	Subsequent Declined Reason
	If other, provide reason
	Referred (Yes/No)
	Referred To
	Changes (Number)
	Cancelled by Commissioning Body (Yes/No)
	Curtailed (Yes/No)
	No. of Curtailment Days
Invoice and Pricing	Invoice Period
	Invoice Reference
	No. of Hours Prep
	Cost per Hour Prep
	Prep Total

	No. of hours Assessment
	Cost per hour Assessment
	Assessment Cost
	Admin Fee (for Assessments in Crime cases only)
	Hearing Costs
	T&S
	Net Amount
	VAT Amount
	Gross Invoice Value
	Difference From Quote
KPI Pass/Fail	KPI 1
	KPI 2
	KPI 3
	KPI 4 (for assessments only)

### MI03 – Invoice Data

Invoice Number
Invoice Period
Service Provider Name
Service Provider Booking Reference Number
Blanket Purchase Order (BPO) Number
HMCTS Case Reference Number
Venue Name
If Venue not listed, please specify
Cost Centre
Jurisdiction
Description of Service
Date of Service
Net Amount
VAT Amount
Gross Invoice Value

### MI04 Customer Service

Service Provider Booking Reference Number
HMCTS Case Number
Venue Name
If Venue not listed, please specify
Name of intermediary (if related to a specific Intermediary)

Received from <b>(Name)</b>
Category <b>(eg. feedback, query, conduct or quality issues)</b>
Date Raised
Date Closed
Age <b>(days)</b>
Older than three working days?
Query/Complaint
Summary of Issue
Was the complaint escalated to the Authority?
Was there an appeal?
Was the complaint upheld?
Final outcome

#### **MI05 – Declined Requests**

Date of Request
Type
HMCTS Case Reference Number
Venue Name
If Venue not listed, please specify
Requestor
Date Declined
Reason
If other, provide reason
Notification Period
KPI 2 Pass/Fail

#### **MI06 – Cancellations and Curtailments**

Service Provider Booking Reference Number
Service type
Jurisdiction
Venue Name
If Venue not listed, please specify
Date of assessment or hearing
Cancellation or curtailment?
Reason for cancellation or curtailment
If other, provide reason
Who notified you of the cancellation?
Date of notification

## Field Data Validation (Values)

Classification
Learning
Mental
Physical

Vulnerabilities
ADHA
Austistic spectrum disorder (inc Aspergers)
Dysarthria / Dyspraxia
Language Delay / disorder
Mild / moderate learning disabilities
Selective / elective mutism disorder
Severe learning disabilities
Anxiety
Bi-polar affective disorder
Dementia
Depression
Obsessive Compulsive Disorder
Personality disorder
Schizophrenia
Brain or Head injury (including stroke)
Cerebral Palsy
Deafness / hearing impairment (with concurrent vulnerability)
Dementia (including Alzheimer's disease)
Dysarthria/Dyspraxia (unclear speech)
Fluency (stammering/stuttering)
Neurological and progressive disorders (including motor neurone disease and Parkinson's disease)
Voice Disorders (including laryngectomy & tracheotomy)
Other/Combination

Region
Scotland
Wales
North West
North East
Midlands
South West
South East
London
RCJ

Hearing Type
Full trial
First Hearing
Evidence Only

Directions/Ground Rules/Case Mgmt
Other

Jurisdiction
Family
Civil
Crime
Tribunals

Declined Reasons
Insufficient Capacity
Short Notice
Specialism Not Covered
Intermediary Sickness
Other

Reasons for Cancellation/Curtailment
Hearing date changed
Hearing adjourned
Change of plea
Intermediary no longer required
Service User/Witness fails to attend
Other

Venue Name
54 Hagley Road (Birmingham Offices)
Aberdeen Tribunal Hearing Centre
Aberystwyth Justice Centre
Aldershot Justice Centre
Aldgate Tower (3rd Floor)
Alton Magistrates Court
Amersham Law Courts
Anglesey Shirehall
Arnhem House (Leicester Offices) Floor 1, 2, 5
Atlantic Quay Glasgow
Ashford Tribunal Hearing Centre
Aylesbury Crown Court
Aylesbury Walton Street
Ayr Social Security And Child Support Tribunal
Barkingside Magistrates Court
Barkingside Magistrates Court (1st Floor Offices)
Barnet Civil And Family Courts Centre
Barnsley Law Courts
Barnstaple Magistrates, County And Family Court
Barrow-In-Furness County Court And Family Court
Basildon Combined Court
Basildon Magistrates Court And Family Court
Basingstoke County Court And Family Court

Bath Magistrates, County And Family Court
Bedford And Mid Beds Magistrates Court And Family Court
Berwick Upon Tweed Magistrates Court
Beverley Magistrates Court
Bexley Magistrates Court
Bexleyheath Social Security And Child Support Tribunal
Birkenhead County Court And Family Court
Birmingham Civil And Family Justice Centre
Birmingham Crown Court
Birmingham Crown Court Annexe (4 Newton Street)
Birmingham Magistrates Court
Birmingham Magistrates Youth Court (52-56 Newton Street)
Birmingham Masshouse Lane
Blackburn County Court And Family Court
Blackburn Magistrates Court
Blackburn Social Security And Child Support Tribunal
Blackpool County Court And Family Court
Blackpool Magistrates Court
Blackpool Social Security And Child Support Tribunal
Blackwood Civil And Family Court
Bodmin County Court And Family Court
Bolton Combined Court
Bolton Social Security And Child Support Tribunal
Boston County Court And Family Court
Bournemouth Combined Court
Bradford And Keighley Magistrates Court And Family Court
Bradford Combined Court Centre
Bradford Tribunal Hearing Centre
Brentford County Court And Family Court
Bridlington Magistrates Court
Brighton County And Family Court
Brighton Hearing Centre
Brighton Magistrates Court
Brighton Tribunal Hearing Centre
Bristol Civil And Family Justice Centre
Bristol Crown Court
Bristol Magistrates Court
Bromley County Court And Family Court
Bromley Magistrates Court
Burnley Combined Court Centre
Burnley Magistrates Court
Burnley Social Security And Child Support Tribunal
Bury St Edmunds County Court And Family Court
Caernarfon Justice Centre
Camberwell Green Magistrates Court
Cambridge County Court And Family Court
Cambridge Crown Court
Cambridge Magistrates Court
Cannock Magistrates Court
Canterbury Combined Court Centre

Canterbury Magistrates Court
Cardiff Magistrates Court
Cardiff Civil And Family Justice Centre
Cardiff Crown Court
Cardiff Social Security And Child Support Tribunal
Carlisle Combined Court
Carlisle Magistrates Court
Carmarthen County Court And Family Court
Central Criminal Court
Central Family Court (First Avenue House)
Central London Employment Tribunal
Central Payments Office (Middleton Stoney)
Chelmsford County And Family Court
Chelmsford Crown Court
Chelmsford Magistrates Court And Family Court
Chelmsford Offices (Osprey House)
Cheltenham Magistrates Court
Chester Civil And Family Justice Centre
Chester Crown Court
Chester Magistrates Court
Chesterfield Magistrates
Chichester Combined Court Centre
Chichester Magistrates Court
Chorley Magistrates Court
City Of London Magistrates Court
Clerkenwell And Shoreditch County Court And Family Court
Colchester Magistrates Court And Family Court
Collection Enforcement Centre
Council Chamber-Tunbridge Wells Town Hall
Court Keepers House, Lavender Hill Magistrates Court
Coventry Combined Court Centre
Coventry Magistrates Court
Crawley Magistrates Court
Crewe (South Cheshire) Magistrates Court
Crown House (Loughborough Offices)
Croydon County Court And Family Court
Croydon Employment Tribunal
Croydon Magistrates Court
Cwmbran Magistrates Court
Cwmbran Offices (Gwent House)
Darlington County Court And Family Court
Darlington Magistrates Court And Family Court
Dartford County Court And Family Court
Derby Combined Court Centre
Derby Magistrates
Doncaster Justice Centre North
Doncaster Justice Centre South
Dudley Magistrates Court
Dundee Tribunal Hearing Centre
Durham Crown Court

Durham Justice Centre
Ealing Magistrates Court
East Berkshire Magistrates Court, Maidenhead
East Berkshire Magistrates Court, Slough
East London Family Court
East London Tribunal Hearing Centre
Edinburgh Employment Appeal Tribunal
Edinburgh Employment Tribunal
Edinburgh Social Security And Child Support Tribunal
Edmonton County Court And Family Court
Enfield Social Security And Child Support Tribunal
Exeter Combined Court
Exeter Magistrates Court - North And East Devon
Exeter Tribunal Hearing Centre
Field House Tribunal Hearing Centre
Fleetwood Magistrates Court
Folkestone Magistrates Court
Fox Court Sscs (Holborn Courts And Tribunals)
Gateshead Magistrates Court And Family Court
Glasgow Employment And Immigration Tribunals (Eagle Building)
Gloucester And Cheltenham County And Family Court
Gloucester Crown Court
Great Grimsby Combined Court Centre
Great Yarmouth Magistrates Court And Family Court
Grimsby Magistrates Court And Family Court
Guildford Crown Court
Guildford Magistrates Court And Family Court
Hamilton Social Security And Child Support Tribunal
Harlow Social Security And Child Support Tribunal
Harmondsworth Tribunal Hearing Centre
Harrogate Justice Centre
Harrow Crown Court
Hartlepool Magistrates Court And Family Hearing Court
Hastings Magistrates Court
Hatfield Magistrates Court
Hatton Cross Tribunal Hearing Centre
Havant Justice Centre
Haverfordwest County Court And Family Court
Hendon Magistrates Court
Hereford Crown Court
Hereford Magistrates Court
Hertford County Court And Family Court
Hertford Offices (County Hall)
High Wycombe Magistrates Court And Family Court
Highbury Corner Magistrates Court
Highland Rail House
Horsham County Court And Family Court
Hove Trial Centre
Huddersfield County Court And Family Court
Hull Magistrates Court



Hull Tribunal Hearing Centre
Huntingdon Law Courts
Inner London Crown Court
Inverness Employment Tribunal
Inverness Social Security And Child Support Tribunal
Ipswich County Court And Family Hearing Centre
Ipswich Crown Court
Ipswich Magistrates Court
Isles Of Scilly Magistrates' Court
Isle Of Wight Combined Court
Isleworth Crown Court
Kenfig Storage Unit
Kidderminster Magistrates Court
Kings Lynn Crown Court (& Magistrates)
Kingston Upon Thames County Court And Family Court
Kingston Upon Thames Crown Court
Kingston-Upon-Hull Combined Court Centre
Kirklees (Huddersfield) Magistrates Court And Family Court
Lancaster Crown Court
Lancaster Magistrates Court
Lavender Hill Magistrates Court (Formerly South Western Magistrates Court)
Leamington Spa Magistrates' Court
Leeds Civil Hearing Centre
Leeds Combined Court Centre
Leeds Employment Tribunal
Leeds Magistrates Court And Family Court
Leeds Social Security And Child Support Tribunal
Leicester County Court
Leicester Crown Court
Leicester Magistrates Court
Leicester Tribunal Hearing Centre
Level 4 Metro
Lewes Combined Court Centre
Lewes Castle Ditch Road
Lewis Building
Leyland Family Court
Lincoln County Court And Family Court
Lincoln Crown Court
Lincoln Magistrates Court
Liverpool Civil And Family Court
Liverpool Crown Court
Liverpool Social Security And Child Support Tribunal
Llandrindod Wells Magistrates And Family Court
Llandudno Magistrates Court
Llanelli Justice Centre
London Property Tribunal
Loughborough Court
Luton And South Bedfordshire Magistrates Court And Family Court
Luton Justice Centre

Luton Crown Court
Maidstone Combined Court Centre
Maidstone Magistrates Court And Family Court
Maidstone Offices (Gail House)
Manchester County And Family Court
Manchester Crown Court (Crown Square)
Manchester Crown Court (Minshull St)
Manchester Magistrates Court
Manchester Tribunal Hearing Centre - Alexandra House
Manchester Tribunal Hearing Centre - Piccadilly Exchange
Mansfield Magistrates And County Court
Margate Magistrates Court
Mayors And City Of London Court
Medway County Court And Family Court
Medway Magistrates Court And Family Court
Merthyr Tydfil Combined Court Centre
Mid And South East Northumberland Law Courts
Midlands (West) Employment Tribunal
Milton Keynes County Court And Family Court
Milton Keynes Magistrates Court And Family Court
Mold Justice Centre
Morris House (Loughborough Storage)
National Business Centre, Salford
Newcastle Civil & Family Courts And Tribunals Centre
Newcastle District Probate Registry
Newcastle Moot Hall
Newcastle Upon Tyne Combined Court Centre
Newcastle Upon Tyne Magistrates Court
Newcastle Upon Tyne Magistrates Court (Anderson House)
Newport (South Wales) County Court And Family Court
Newport (South Wales) Crown Court
Newport (South Wales) Magistrates Court
Newport Tribunal Centre - Columbus House
Newton Abbot Magistrates Court
Newton Aycliffe Magistrates Court And Family Court
North Shields County Court And Family Court
North Somerset Magistrates
North Somerset Magistrates (Queensway House)
North Staffordshire Justice Centre
North Tyneside Magistrates Court
Northampton Bulk Issue Centre
Northampton Crown Court, County Court And Family Court
Northampton Magistrates Court
Northampton Offices (Regents Pavilion)
Norwich Combined Court Centre
Norwich Magistrates Court And Family Court
Norwich Social Security And Child Support Tribunal
Nottingham County Court And Family Court
Nottingham Magistrates Court
Nuneaton Magistrates' Court

Oxford And Southern Oxfordshire Magistrates Court
Oxford Combined Court Centre
Peterborough Combined Court Centre
Peterborough Magistrates Court
Peterlee Magistrates Court
Plymouth As St Catherine's House
Plymouth Combined Court
Plymouth Magistrates Court
Pontypridd County Court And Family Court
Poole Magistrates Court
Port Talbot Justice Centre
Portsmouth Combined Court Centre
Portsmouth Magistrates Court
Portsmouth Probation Office
Prestatyn Justice Centre
Preston Combined Court Centre
Preston Crown Court
Preston Magistrates Court
Reading County Court And Family Court
Reading Crown Court
Reading Magistrates Court And Family Court
Reading Tribunal Hearing Centre
Redditch Magistrates Court
Reedley Magistrates Court And Family Court
Rochdale Social Security And Child Support Tribunal
Rolls Building
Romford County Court And Family Court
Romford Magistrates Court (Formerly Havering Magistrates Court)
Royal Courts Of Justice - Main Building
Royal Courts Of Justice - Queens Building
Royal Courts Of Justice - Thomas Moore Building
Royal Courts Of Justice - West Green Building
Rugeley Offices (Former Magistrates Court)
Runcorn Magistrates Court
Runcorn Rutland House
Salisbury Law Courts
Scarborough Justice Centre
Scunthorpe Magistrates' And County Court
Scunthorpe Magistrates Court Offices
Sefton Magistrates Court
Sevenoaks Magistrates Court And Family Court
Sheffield Combined Court Centre
Sheffield Employment Tribunal
Sheffield Family Hearing Centre
Sheffield Magistrates Court
Shrewsbury Justice Centre
Skipton Magistrates And County Court
Slough County Court And Family Court
Snaresbrook Crown Court
Snaresbrook Crown Court Annex

Snaresbrook Crown Court Outbuilding (Gate Lodge, House, Workshop)
South Tyneside Magistrates Court And Family Court
Southampton Combined Court Centre
Southampton Western Range And Barrack Block
Southend Combined - Crown, Mags, County And Family Courts
Southend County Court And Family Court
Southern House
Southwark Crown Court
St Albans Crown Court
St Albans Magistrates Court
St Helens County Court And Family Court
Stafford Combined Court Centre
Staines Magistrates Court And Family Court
Stevenage Magistrates Court
Stevenage Offices (Bayley House)
Stirling Tribunal Hearing Centre
Stockport Magistrates Court And Family Court
Stoke On Trent Tribunal Hearing Centre
Stoke-On-Trent Combined Court
Stratford Magistrates Court
Sunderland County Court
Sunderland County, Family, Magistrates And Tribunal Hearings
Sunderland Skillsworth Row
Sutton Social Security And Child Support Tribunal
Swansea Civil And Family Justice Centre
Swansea Crown Court
Swansea Magistrates Court
Swindon Combined Court
Swindon Magistrates Court
Tameside Magistrates Court
Taunton Crown, County And Family Court
Taunton Magistrates Court, Tribunals And Family Hearing Centre
Taylor House Tribunal Hearing Centre
Teesside Combined Court Centre
Teesside Magistrates Court
Telford County
Telford Magistrates Court
Thames Magistrates Court
Torquay And Newton Abbot County Court And Family Court
Torquay Magistrates Court
Truro Combined Court
Truro Magistrates Court
Twyver House
Uxbridge County Court And Family Court
Uxbridge Magistrates Court
Wakefield Civil And Family Justice Centre
Walsall County And Family Court
Walsall Magistrates Court
Wandsworth County Court And Family Court
Warrington Combined Court

Watford County Court And Family Court
Watford Tribunal Hearing Centre
Wellingborough Magistrates Court
Welshpool Magistrates Court
West Cumbria Courthouse
West Hampshire Magistrates Court
West London Family Court
Westminster Magistrates Court
Weymouth Combined Court
Wigan And Leigh Magistrates Court
Willesden County Court And Family Court
Willesden Magistrates Court
Wimbledon Magistrates Court
Winchester Combined Court Centre
Wirral Magistrates Court
Wolverhampton Ast- Norwich Union House, Wolverhampton
Wolverhampton Combined Court Centre
Wolverhampton Magistrates Court
Wolverhampton Scs - Waterloo Court, Wolverhampton
Wood Green Crown Court
Woolwich Crown Court
Worcester Combined Court
Worcester Magistrates Court
Worthing Magistrates And County Court
Wrexham Law Courts
Yarls Wood Immigration And Asylum Hearing Centre
Yeovil County, Family And Magistrates Court
York County Court And Family Court
York Crown Court
York Magistrates Court And Family Court

## **Schedule 11 – Data Protection and Information Assurance**

### **Part 1 – Data Protection**

#### **1.1 Data Protection**

- 1.1.1 The contact details of the Authority's Data Protection Officer are: data.compliance@justice.gov.uk or Data Protection Officer, 102 Petty France, London, W1H 9AJ.
- 1.1.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the actual activity carried out by each of them under this Framework Agreement and any Call-Off Contract is the relevant factor under the Data Protection Legislation and this dictates whether a Party is a "Joint Controller" or a "Controller" or a "Processor" or if they are undertaking more than one role in respect of any Personal Data.
- 1.1.3 If a Party is a Controller, then it shall be responsible for its own compliance with the Data Protection Legislation and shall comply with independent control provisions in this Schedule 11.
- 1.1.4 Where a Party acts as a Processor in relation to Personal Data where the other Party is Controller, the Party who is a Processor shall comply and shall ensure that any sub-processor it appoints complies with the Processor's obligations in Schedule 11.
- 1.1.5 The Parties agree:
- (i) The Authority is the Controller where:
    - (a) it processes Personal Data in order to commission the provision of Services: or
    - (b) it processes Personal Data relating to a Court Appointed Intermediary where that individual is self-employed: or
    - (c) where Personal Data relating to an individual which has been provided to the Authority by the Service Provider becomes part of a court file or otherwise used by the Authority for the provision of the Services.
  - (ii) The Service Provider is the Controller where it collects and processes Personal Data in order to provide the Services.

#### **1.2 Independent Control Provisions**

- 1.2.1 Where the Managed Service Provider provides information to the Authority which contains Personal Data, the Managed Service Provider shall ensure that it has complied with the Data Protection Legislation when it collected the Personal Data and can lawfully and fairly disclose the Personal Data to the Authority.
- 1.2.2 In its own role as Controller, the Managed Service Provider needs to ensure that it has satisfied itself that it has a lawful basis for processing the Personal Data. To assist the Managed Service Provider to ensure that it is fairly processing the Personal Data. The Authority has provided the Consent Form at Annex 2 which the

Managed Service Provider may wish to use to ensure that it has fulfilled its requirements in relation to processing Personal Data fairly. If it uses its own form, the Managed Service Provider shall ensure that its own form complies with the fair processing requirements of the Data Protection Legislation.

- 1.2.3 Section 1 of the Courts Act 2003 gives the Lord Chancellor the power to ensure that there is an efficient and effective system to support the courts and that appropriate services are provided by the courts. The Authority considers that this is an appropriate service for it to provide and that this section provides the Authority with the lawful basis for provision of the Services and the processing of the Personal Data under Section 8 of the Data Protection Act 2018 (processing Personal Data that is necessary for the performance of a public task). Additionally, where the Service User is under 18, the Youth Justice and Criminal Evidence Act 1999 provides for the use of special measures in cases where vulnerable victims and witnesses are required to give evidence.
- 1.2.4 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 GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 1.2.5 Each Party shall promptly (and without undue delay) notify the other Party if in relation to any Personal Data processed by it as independent Controller in the performance of its obligations or the exercise of its rights under this Contract if:
  - (i) it receives a complaint, notice or communication which relates to either Party's actual or alleged non-compliance with the Data Protection Legislation; or
  - (ii) it becomes aware of a Personal Data Breach;and shall provide the other Party with such assistance and cooperation as is reasonably requested by the other Party in order to address and resolve the complaint, notice, communication or Personal Data Breach.
- 1.2.6 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses") the Party responsible for the relevant breach shall be responsible for the Claim Losses.
- 1.2.7 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be appropriate for them to retain such Personal Data under applicable Data Protection Law Legislation and their retention policy.

### **1.3 Controller to Processor Clauses**

- 1.3.1 The Managed Service Provider may also be considered to be processing Personal Data on behalf of the Authority as Controller as detailed in the table at Annex 1.
- 1.3.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3.3 The Processor shall:

- (i) process Personal Data only in accordance with instructions from the Controller:
- (ii) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event and taking account of:
  - (a) nature of the data to be protected;
  - (b) harm that might result from a Data Loss Event;
  - (c) state of technological development; and
  - (d) cost of implementing any measures;
- (iii) ensure that:
  - (a) the Processor Staff do not process Personal Data except in accordance with this Framework Agreement and any Call-Off Contract;
  - (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Staff who have access to the Personal Data and ensure that they:
  - (c) are aware of and comply with the Processor's duties under this clause;
  - (d) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
  - (e) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (g) do not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained.

1.3.4 The Processor shall notify the Controller immediately if it:

- (i) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (ii) receives a request to rectify, block or erase any Personal Data;
- (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Framework Agreement;
- (v) 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
- (vi) becomes aware of a Data Loss Event.

1.3.5 The Processor's obligation to notify under Clause 3.5 shall include the provision of further information to the Controller in phases, as details become available.

1.3.6 The Processor shall provide the Controller with full assistance in relation to and any complaint, communication or request made under the Data Protection Legislation (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (i) the Controller with full details and copies of the complaint, communication or request;
- (ii) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (iii) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (iv) assistance following any Data Loss Event;



- (v) assistance with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.3.7 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (i) the Controller determines that the processing is not occasional;
- (ii) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (iii) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.3.8 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.3.9 The Processor shall designate a Data Protection Officer if required by the Data Protection Legislation.

1.3.10 Before allowing any Sub-processor to process any Personal Data related to this Framework Agreement or any Call-Off Contract, the Processor must:

- (i) notify the Controller in writing of the intended Sub-processor and processing;
- (ii) obtain the written consent of the Controller;
- (iii) enter into a written agreement with the Sub-processor which have the same effect that these terms; and
- (iv) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.3.11 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

1.3.12 The Parties agree to take account of any guidance issued by the Information Commissioner's Office and amend this Framework Agreement or any Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## Annex 1 – Data Processing

Description	Details
Subject matter of the processing	The processing of information about Intermediaries, Service Users and the Authority / Commissioning Body is needed in order to ensure that the Service Provider can effectively deliver the Service of Court Appointed Intermediary Services.
Duration of the processing	Personal Data shall be processed for the duration of the provision of the Services by the Service Provider. The Personal Data shall be retained for as long as necessary in order to provide those Services, comply with any legal requirements relating to the Personal Data and in order to comply with any requirements of the Framework Agreement. The Service Provider shall not use, retain or process any Personal Data beyond this period without approval, save for when the Service Provider is obliged to retain Personal Data by Law.
Nature and purposes of the processing	To complete Bookings made by the Commissioning Body / Authority to provide intermediary services to the service user. To collect and maintain information on Service Users for the purposes of producing assessments and supporting Service Users at hearings. To collect and maintain information on Intermediaries to establish suitability to conduct bookings under the CAIS.
Type of Personal Data being Processed	<p><u>Registration and Bookings:</u> Intermediaries, gender, contact details, qualifications, security clearance, right to work, references, work history, ID documents, redacted case references and staff names who made the booking.</p> <p><u>Medical data:</u> E.g. Medical information and previous reports for a Service user provided to adequately assess the Service User's needs under CAIS.</p> <p><u>Financial Data:</u> E.g. Intermediaries financial data including bank details, invoices, completed bookings, value of bookings, details of payments made</p> <p><u>Quality Assurance data shared by the Service Provider:</u> E.g. Registration and Booking data including Intermediaries reference number, name, contact details, security clearance, hours of experience, level of qualifications, professional memberships, CPD and completed bookings</p> <p><u>Complaints:</u> E.g. emails to and from the complainant, emails to and from the Intermediary, documented telephone conversations to</p>

	resolve the complaint, results of any investigations, quality review records from the Quality Assurance Board.
Categories of Data Subject	<ol style="list-style-type: none"> <li>1. The Authority / Commissioning Body personnel</li> <li>2. Intermediaries</li> <li>3. Service Users</li> </ol>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>Unless requirement under union or member state law to preserve that type of data</p>	All data will be returned and destroyed in line with Schedule 9 (Management Information, Reports and Records)

## **Annex 2 – Consent Form for Service Users**

### **Consent Form**

Dear

My name is ..... I am a Court Appointed Intermediary. I have been appointed by the Court to assist you when you have to talk to anyone about the case or go to court.

My job is to help you understand questions and/or to help other people understand your answers.

I am not a police officer or a member of any legal team. My duty is to the court. I will do my best to help you to tell the police/the court what you know.

I would like to ask other people for information about you. This will help me do my job well. I will use the information to help me write a report for the police/court about the best ways to communicate with you. I will keep the information about you safe.

You can change your mind at any time if you decide you do not want your information to be used.

If you agree to this, please sign and date the form below and give/send it to.....

Thank you.

Yours sincerely

.....

Court Appointed Intermediary

**DECLARATION OF CONSENT**

**I agree that these people can be contacted on my behalf to share information about me to ..... (Court Appointed Intermediary)**

Name	Their job/How they know me	How to contact this person

I understand that this information will be used by..... to make suggestions about communication at court.

I understand that the information about me will be kept safe and that..... has explained to me how they will keep my personal data safe and the rights that I have over my own personal data.

I understand that .....(Court Appointed Intermediary) will write a report about me.

I understand that the other people involved in the court case will be able to read the report.

Signature: .....

Date.....

## **Part 2 - Information Assurance**

### **2.1 General Requirements**

- 2.1.1 The Managed Service Provider shall appropriately safeguard all Personal Data and any data or information relating to the Services provided under this Framework Agreement or any Call-Off Contract.
- 2.1.2 The Managed Service Provider shall at regular intervals review and improve its approach to information security in order to ensure that it continues to adequately protect data or information at any point in time.
- 2.1.3 If requested by the Authority, the Managed Service Provider shall produce a report to the Authority to show its compliance with the requirements of the Data Protection Legislation and its obligations under this Framework Agreement and any Call-Off Contract. The report shall as a minimum cover all area of compliance with this Schedule and shall highlighted any risks identified by the Service Provider and measures put in place to deal with those risk.
- 2.1.4 In the event that the Authority considers that the Managed Service Provider's report and/or security measures are not adequate, then the Authority reserves the right to deal with this issue under the governance procedures in Schedule 9 and put in place a plan with the Managed Service Provider to rectify the issues.
- 2.1.5 The Managed Service Provider shall achieve Cyber Essentials within six (6) months of the Framework Commencement Date and shall provide the Authority with evidence of this if requested.
- 2.1.6 Security must be embedded in all systems which process Personal Data and any information relating to the Services which appropriately protects the information contained in that system having regard to the nature of the information, the Data Protection Legislation, good industry standard and any other applicable laws and guidance.
- 2.1.7 The Managed Service Provider shall appropriately backup and/or archive all information and data at least once every 24 hours and shall ensure that the information in the back-ups are adequately protected in accordance with the requirements in Schedule 11.

### **2.2 Managed Service Provider's Systems**

- 2.2.1 The Managed Service Provider shall control access to all its office and other physical locations to ensure that only individuals authorised to access the offices and authorisation are admitted.
- 2.2.2 Where information is stored in physical form, then the Managed Service Provider shall ensure that it has put in place appropriate physical measures to ensure the security of that information giving regard to the nature of the information and the appropriate level of protection that is required.
- 2.2.3 A clear desk policy should be adopted in all Managed Service Provider premises and other equipment such as printers and scanners should be kept clear. When not working all documents should be locked away.

- 2.2.4 The Managed Service Provider's electronic systems should securely identify and authenticate users before allowing them to access it. The systems should require suitably secure passwords which are changed at regular intervals.
- 2.2.5 All laptops and other mobile devices which are used by the Managed Service Provider in the provision of the Services should be encrypted in line with the guidance from the Information Commissioner.
- 2.2.6 Any electronic transfer of information from the Managed Service Provider to the Authority shall only be done using a system which protects the confidentiality of the information through encryption and ensures that the integrity of the information during the transfer.
- 2.2.7 Staff should not be permitted to use their own devices unless they are able to access the Managed Service Provider's secure system and their own device offers adequate protection for the information being accessed on it (including as a minimum encryption of personal data). They must be the sole user of the device and it must not be shared with any other individuals.

## **2.3 Out of the Office**

- 2.3.1 The use of mobile devices (including mobile devices belonging to Staff) for the provision of the Services shall be permitted only where the Managed Service Provider has carried out a risk assessment and concluded it can adequately protect the security of the information and compliance with the Data Protection Legislation.
- 2.3.2 Any information relating to the Services should not be transferred on to USB sticks or other mobile storage devices unless that device is appropriately encrypted to ensure that no unauthorised person can access the information on that device.
- 2.3.3 It is recognised that the Managed Service Provider staff may have to travel with printed documents, laptops or other devices in order to provide the Services. In such cases, the Managed Service Provider shall ensure that no information is let out of its (or its staff sight) and that it is not locked in vehicles overnight.
- 2.3.4 When out of the office, devices must be configured to lock the screen display if not in use for more than 5 minutes and must be fully turned off when in transit.

## **2.4 Staff and sub-contractors**

- 2.4.1 The Managed Service Provider staff shall be provided with adequate and relevant security-related education, training and awareness which should be completed and regular intervals for the duration of the Framework Agreement Term.
- 2.4.2 The Managed Service Provider should have procedures in place to ensure Staff and sub-contractors who have access to information are aware of their responsibilities when handling the information and the system used to process it.
- 2.4.3 The Managed Service Provider shall ensure that all Staff and sub-contractors have the clearances or vetting in place as required by the Framework Agreement. Cost of the clearances is the responsibility of the Managed Service Provider.

## **2.5 Keeping Information**

- 2.5.1 The Managed Service Provider shall make sure that the information and data that it holds is only kept for as long as necessary and is retained and stored in line with its retention policy.
- 2.5.2 The Managed Service Provider shall provide a copy of its retention policy to the Authority upon request. The retention policy shall establish appropriate time limits for the retention of information and Personal Data which takes account of any statutory timescales or timescales recommended in any appropriate guidance and any requirements under the Framework Agreement or any Call-Off Contract.

## **2.6 Disposing of Information**

- 2.6.1 Information should be securely destroyed in accordance with the Managed Service Provider's retention policy.
- 2.6.2 Where any information is held on paper then this information should be shredded or disposed using a specialist waste company.
- 2.6.3 Where information is being erased from an electronic system or device owned by the Managed Service Provider, all reasonable commercial measures shall be taken to ensure that the erasure cannot be reversed or the data otherwise reconstituted.
- 2.6.4 Where the Service Provider is disposing of electronic devices which contained information it shall ensure that the hard drive has been completely wiped prior to the disposal of the devices.



**Schedule 12 - Commercially Sensitive Information**

- 1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Call-Off Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
- 2 In this Schedule 12 the Parties have sought to identify the Managed Service Provider's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 12 applies.
- 4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

SERVICE PROVIDER'S COMMERCIALY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY
N/A		

## **Schedule 13 - Framework Agreement Variation Procedure**

### **PART A**

#### **1 Introduction**

- 1.1 Schedule 13 details the scope of the Variations permitted and the process to be followed where the Authority proposes a Variation to the Framework Agreement or to the terms and conditions of the Call-Off Contract.
- 1.2 The Authority may propose a Variation to the Framework Agreement or the terms and conditions of a Call-Off Contract under Schedule 13 only where the Variation does not amount to a material change in the Framework Agreement or the Services.

#### **2 Procedure for Proposing a Variation**

- 2.1 The Authority may propose a Variation using the procedure contained in this Schedule 13.
- 2.2 The Authority shall serve each Managed Service Provider with written notice of the proposal to vary the Framework Agreement using a Variation to Framework Agreement Form contained in Part 2 of Schedule 13 below
- 2.3 The Variation to Framework Agreement Form shall contain details of the proposed variation providing sufficient information to allow each Service Provider to assess the Variation and consider whether any changes are required to its provision of the Services.
- 2.4 On receipt of the Notice of Variation, each Service Provider has seven (7) days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the Variation within the timescales detailed in paragraph 2.4, then upon receipt of a signed Variation to Contract Form from each Service Provider, the Authority shall notify all Service Providers in writing of the commencement date of the Variation.

#### **3 Objections to a Variation**

In the event that the Authority receives one or more written objections to a variation, the Authority may:

- (a) withdraw the proposed Variation; or
- (b) propose an amendment to the Variation.

#### **4 Changes to the Prices**

- 4.1 Where a Framework Provider can demonstrate that a Variation would result in a change to the Price, the Authority may require further evidence from the Service Provider that the Variation would result in a change to Price and evidence that any additional costs to the Service Providers will be kept to a minimum.
- 4.2 The Authority may require the Service Provider to meet and discuss any evidence provided under clause 4.1 above.
- 4.3 Where a change to the Price is agreed by the Authority, the Authority shall notify its acceptance of the change to the Service Providers in writing.
- 4.4 In the event that the Authority and the Service Provider cannot agree to the changes to the Price, the Authority may:
  - (a) withdraw the Variation; or
  - (b) propose an amendment to the Variation; or
  - (c) refer the Variation to the Dispute Resolution Procedure.

**Part B**



**Ministry of  
JUSTICE**

**Variation to Framework Agreement Form**

Contract Title:

Contract Reference:

Variation Number:

Date Effective From:

Between:

The Lord Chancellor and the Service Provider agree:

**Variation to Framework Agreement**

The Framework Agreement is varied as follows:

Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement or Call-Off Contract.

The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed:

For the Authority

Signature.....

Name .....

Title.....

Date.....

For the Service Provider

Signature:.....  
Name .....  
Title .....  
Date.....

## **Schedule 14 - Selection and Award Criteria**

Annex 1 to this Schedule 14 contains the selection and award criteria used for the evaluation of applications to join the framework, at its formation and for subsequent rounds in accordance with Schedule 4 – Framework Agreement Recurring Application Process.

## Selection Criteria

## Part 1 - Potential supplier Information

1.2

### Requirements Section

HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)
<b>Note</b>	SUPPLIER NOTE	Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.		
<b>Attachment</b>	SQ-1.0	Please ask all sub-contractors or suppliers that you are relying on to meet the selection, to complete the 'self-declaration' template. Please upload the completed documents here as a single zipped attachment response.	<b>N</b>	
<b>Text</b>	SQ-1.1(a)	Full name of the potential supplier submitting the information	<b>Y</b>	
<b>Text</b>	SQ-1.1(b) – (i)	Registered office address (if applicable)	<b>N</b>	
<b>Text</b>	SQ-1.1(b) – (ii)	Registered website address (if applicable)	<b>N</b>	
<b>SingleChoice</b>	SQ-1.1(c)	Trading status	<b>Y</b>	("a) public limited company";"b) limited company";"c) limited liability partnership";"d) other partnership";"e) sole trader";"f) third sector";"g) other (please specify your trading status)")
<b>Text</b>	SQ-1.1(c) - (other)	If 'other', please specify your trading status	<b>N</b>	
<b>Date</b>	SQ-1.1(d)	Date of registration in country of origin	<b>Y</b>	
<b>Text</b>	SQ-1.1(e)	Company registration number (if applicable)	<b>N</b>	
<b>Text</b>	SQ-1.1(f)	Charity registration number (if applicable)	<b>N</b>	
<b>Text</b>	SQ-1.1(g)	Head office DUNS number (if applicable)	<b>N</b>	
<b>Text</b>	SQ-1.1(h)	Registered VAT number	<b>N</b>	

SingleChoice	SQ-1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Y	("Yes";"No";"N/A")
Text	SQ-1.1(i) - (ii)	If you responded 'Yes' to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	N	
SingleChoice	SQ-1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Y	("Yes";"No")
Text	SQ-1.1(j) - (ii)	If you responded 'Yes' to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	N	
Text	SQ-1.1(k)	Trading name(s) that will be used if successful in this procurement	Y	
MultiChoice	SQ-1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one)	Y	("a) Voluntary Community Social Enterprise (VCSE)";"b) Sheltered Workshop";"c) Public service mutual";"None of the Above")
SingleChoice	SQ-1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?	Y	("Yes";"No")
SingleChoice	SQ-1.1(m) Classification	If you selected 'SME', please state your SME classification	N	("Micro classification: Headcount ≤ 10, Annual Turnover and/or Annual Balance Sheet Total does not exceed EUR 2 million";"Small classification: Headcount ≤ 50, Annual Turnover and/or Annual Balance Sheet Total does not exceed EUR 10 million";"Medium classification: Headcount ≤ 250 Annual Turnover not exceeding EUR 50 million, and/or an annual



balance sheet total not exceeding EUR 43 million")

Note

Note

See EU definition of SME:  
[https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

Text

SQ-1.1(n)

Details of Persons of Significant Control (PSC), where appropriate:

Y

- Name;
- Date of birth;
- Nationality;
- Country, state or part of the UK where the PSC usually lives;
- Service address;
- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);
- Which conditions for being a PSC are met;
  - Over 25% up to (and including) 50%,
  - More than 50% and less than 75%,
  - 75% or more.

(Please enter N/A if not applicable)

Note

Note

UK Companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC Register, and must file the PSC information with the central public register at Companies House. See PSC Guidance in link below.

Note	URL	<a href="https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships">https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships</a>	
Text	SQ-1.1(o) Details	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the immediate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	Y
Text	SQ-1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the ultimate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	Y
Note	Note	Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significance in control of them.	

RequirementsSection		Part 1 - Bidding model	1.3	
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)
Note	SUPPLIER NOTE	Please provide the following information about your approach to this procurement:		

SingleChoice	SQ-1.2(a) - (i)	"Are you bidding as the lead contact for a group of economic operators?"	Y	("Yes";"No")
		If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Parts 2 and 3.		
		If "No", and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3"		
Text	SQ-1.2(a) - (ii)	Name of group of economic operators (if applicable)	N	
Text	SQ-1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	N	
SingleChoice	SQ-1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	N	("Yes";"No")
Attachment	SQ-1.2(b) - (ii)	If you responded 'Yes' to 1.2(b)-(i) please provide additional details for each subcontractor here. We may ask them to complete this form as well.	N	
RequirementsSection		Part 1 - Declaration	1.4	
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)

SingleChoice	Declaration	I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.	Y	("Yes";"No")
		I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.		
		I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.		
		I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.		
Attachment	Certificate of Bona Fide Tendering	I am aware of the consequences of serious misrepresentation. Please confirm that you have read and that you accept your legal requirements under the Certificate of Bona Fide Tendering attached at, and that you will provide a signed copy	Y	
Yes/no	MoJ Security Policy	Please confirm that you have read, and would be willing to contract, on the terms set out in the attached Security Policy.	Y	
RequirementsSection		Part 1 - Contact details	1.5	
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)
Text	SQ-1.3(a)	Contact name	Y	
Text	SQ-1.3(b)	Name of organisation	Y	
Text	SQ-1.3(c)	Role in organisation	Y	
Text	SQ-1.3(d)	Phone number	Y	
Text	SQ-1.3(e)	E-mail address	Y	
Text	SQ-1.3(f)	Postal address	Y	
RequirementsSection		Part 2 - Grounds for mandatory exclusion	1.6	

HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)
<b>Note</b>	SUPPLIER NOTE	Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.		
<b>Note</b>	Regulations 57(1) and (2)	The detailed grounds for mandatory exclusion of an organisation are set out on the below web page, which should be referred to before completing these questions.		
<b>Note</b>	URL	Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation has been convicted anywhere in the world of any of the offences within the summary below and listed at the web page below. <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/956764/Annex_C_Exclusion_Grounds.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/956764/Annex_C_Exclusion_Grounds.p df</a>		
<b>SingleChoice</b>	SQ-2.1(a).1	Conviction for Participation in a criminal organisation.	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-2.1(a).2	Conviction for Corruption.	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-2.1(a).3	Conviction for Terrorist offences or offences linked to terrorist activities	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-2.1(a).4	Conviction for Money laundering or terrorist financing	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-2.1(a).5	Conviction for Child labour and other forms of trafficking in human beings	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-2.1(a).6	Conviction for any other offence within the meaning of article 57(1) of the Directives as defined by the law of any jurisdiction outside England, Wales and Northern Ireland	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-2.1(a).7	Convicted of any other offence within the meaning of article 57(1) of the Directive created after 26th February 2015 in England, Wales and Northern Ireland	Y	("Yes";"No")

<b>Text</b>	SQ-2.1(b)	If you have answered 'Yes' to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	<b>N</b>	
<b>Text</b>	SQ-2.2	If you have answered 'Yes' to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	<b>N</b>	
<b>SingleChoice</b>	SQ-2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	<b>Y</b>	("Yes";"No")
<b>Text</b>	SQ-2.3(b)	If you have answered 'Yes' to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	<b>N</b>	
<b>Note</b>	Note	Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.		

<b>RequirementsSection</b>		Part 2 - Grounds for discretionary exclusion	1.7	
<b>HeadingsLine</b>	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)



<b>Note</b>	Regulations 57(8)	The detailed grounds for discretionary exclusion of an organisation are set out on the below web page, which should be referred to before completing these questions.		
<b>Note</b>	URL	Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/956764/Annex_C_Exclusion_Grounds.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/956764/Annex_C_Exclusion_Grounds.pdf</a>		
<b>SingleChoice</b>	SQ-3.1(a)	Breach of environmental obligations?	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-3.1 (b)	Breach of social obligations?	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-3.1 (c)	Breach of labour law obligations?	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-3.1(e)	Guilty of grave professional misconduct?	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 of PCR 2015 due to the participation in the procurement procedure?	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-3.1(h)	Been involved in the preparation of the procurement procedure?	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Y	("Yes";"No")
<b>SingleChoice</b>	SQ-3.1(j) - (ii)	The organisation has withheld such information.	Y	("Yes";"No")

SingleChoice	SQ-3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Y	("Yes";"No")
SingleChoice	SQ-3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Y	("Yes";"No")
Text	SQ-3.2	If you have answered 'Yes' to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	N	

RequirementsSection		Part 3: Selection Questions - Group	1.8	
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)
Note	SUPPLIER NOTE	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below		
Text	SQ-5(a)	Name of organisation	N	
Text	SQ-5(b)	Relationship to the Supplier completing these questions	N	
SingleChoice	SQ-5.1	Are you able to provide parent company accounts if requested to at a later stage?	N	("Yes";"No")

RequirementsSection		Part 3: Selection Questions - Supplier's approach to payment	1.9	
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)
Yes/no	Selection Questions 2 Self-declarations	Please confirm that you have systems in place to pay those in your supply chain promptly and effectively, i.e. within 30 days..	Y	
Yes/no	Selection Questions 3 Self-declarations	Please confirm you have procedures for resolving disputed invoices with those in your supply chain promptly and effectively.	Y	



Note	SUPPLIER NOTE	This should include all situations where payments are due; not all payments involve an invoice.	
Note	NOTE	This question relates to the requirements of Regulation 113 of the Public Contracts Regulations 2015.	
Yes/no	Selection Questions 4 Self-declarations	Please confirm that for public sector contracts awarded under the Public Contract Regulations 2015 you have systems in place to include (as a minimum) 30 day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain.	Y

RequirementsSection		Part 3: Selection Questions - Modern Slavery Act 2015	1.10	
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)
Note	URL	<a href="http://legislation.data.gov.uk/ukpga/2015/30/enacted/data.htm">http://legislation.data.gov.uk/ukpga/2015/30/enacted/data.htm</a>		
SingleChoice	SQ-7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Y	("Yes";"No")
SingleChoice	SQ-7.2	If you have answered 'Yes' to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	N	("Yes";"No")
Text	SQ-7.2(a)	If you have answered 'Yes' to question 7.2, please provide the relevant URL	N	
Text	SQ-7.2(b)	If you have answered 'No' to question 7.2, please provide an explanation	N	

RequirementsSection		Additional Information - Financial Standing	1.11	
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)

Attachment	Additional Information - Financial Standing	<p>Please provide a copy of your audited accounts for the previous two years. Where audited accounts are not available please provide:</p> <p>(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation;</p> <p>If you are unable to provide (a) please provide:</p> <p>(b) A statement of the cash flow forecast for the current year;</p> <p>If you are unable to provide (a) or (b), please provide:</p> <p>(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover and expenditure for the current year, narrative supported business plan, or an alternative means of demonstrating financial standing).</p> <p>Note that this question is not scored, and is an information gathering exercise.</p> <p>Mandatory and Discretionary grounds for exclusion do not apply, and responses do not contribute towards the Total Quality Score (see ITT3 for more information on the Total Quality Score).</p>	Y	
	Note	Additional Information - Financial Standing - Evaluation Criteria		
RequirementsSection		Additional Questions - Insurance	1.12	
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)
Note	SUPPLIER NOTE	Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.		

SingleChoice	SQ-8.1 (a)	<p>Please self-certify whether you already have, or can commit to obtain, prior to the Framework Service Commencement Date, the level of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000</p> <p>It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	Y	("Yes";"No";"N/A")
SingleChoice	SQ-8.1 (b)	<p>Please self-certify whether you already have, or can commit to obtain, prior to the Framework Service Commencement Date, the level of insurance cover indicated below:</p> <p>Public Liability Insurance = £1,000,000</p>	Y	("Yes";"No")
SingleChoice	SQ-8.1 (c)	<p>Please self-certify whether you already have, or can commit to obtain, prior to the Framework Service Commencement Date, the level of insurance cover indicated below:</p> <p>Professional Indemnity Insurance = £1,000,000</p>	Y	("Yes";"No")
RequirementsSection		Appendices	1.13	
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory	(*) Question Options / Score / Conditional Sections
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)	(Option List)
Attachment	Appendices	If you need to submit any additional information to complete your response to the above questions, please include it here as part of a single, zipped attachment response. Please ensure each appendix is clearly marked to indicate the SQ question number	N	

<b>Award Criteria</b>		Recruitment and Assessment	2.1
<b>RequirementsSection</b>	<b>SectionWeight</b>		10
<b>SectionConfig</b>			
<b>HeadingsLine</b>	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
<b>Attachment</b>	Question 1 - Recruitment and Assessment	Please describe your proposals for how you will recruit and assess appropriately qualified resources for the provision of the services.	Y
<b>Note</b>	Question 1 - Recruitment and Assessment - Evaluation Criteria	<p>The bidder should describe their proposal for selecting, sifting or assessing candidates from advertisement to appointment. The proposal should demonstrate:</p> <ul style="list-style-type: none"> <li>- An effective approach to identifying and quantifying gaps in the service provision, and the need for specific resources, for example intermediaries in specific locations, jurisdictions or to support specific vulnerabilities;</li> <li>- That the bidder is able to effectively identify, target and engage with appropriate resource pools or demographics to result in meaningful recruitment activity. The response should include a description of the relevant target audience, a rationale as to the target audience's suitability, and the effective methods of advertisement or communication;</li> <li>- A logical rationale that reflects the Authority's quality and standards requirements, in effectively identifying the essential and desired criteria for the selection of candidates;</li> <li>- That the assessment process, method and criteria are relevant and appropriate to the service and/or role, and that those involved in that process are themselves adequately qualified to undertake such activity;</li> <li>- That the end to end process will be effective and gives confidence that suitable and appropriately qualified candidates will be selected;</li> <li>- That the process balances quality assurance against efficiency and the desire to</li> </ul>	

Note	Question 1 - Recruitment and Assessment - Response Notes	make the process minimally onerous for all parties involved (and minimise the risk of candidates withdrawing); Bidders should note that proposals for training and induction are evaluated as part of question 2, therefore only the rationale as to the suitability of the target audience in the context of their proposal, and the proposed assessment criteria, will be evaluated here (as part of sub-criteria 2) – not the content of training proposals themselves.	
	Question 1 - Recruitment and Assessment - Conditions	Responses are limited to 5 A4 sides. This question is a showstopper question and bidders must achieve a score greater than 0 – Unacceptable.	
RequirementsSection		Training and Continuous Professional Development	2.2
SectionConfig	SectionWeight		20
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
Attachment	Question 2 - Training and Continuous Professional Development	Please describe your proposals for the training of staff (including sub-contractors, temporary workers etc) involved in the provision of the services, both upon appointment and on an ongoing basis through continuing professional development.	Y

Note	Question 2 - Training and Continuous Professional Development - Evaluation Criteria	<p>The bidder response should demonstrate:</p> <ul style="list-style-type: none"> <li>- That consideration of appropriate training has been given to key roles, including as a minimum those directly involved in the provision of the service (i.e. intermediaries, customer service staff, administrative staff involved in booking and communicating with commissioning bodies);</li> <li>- How training and development offerings effectively support specific intermediary roles e.g. jurisdictional specialisms or service types;</li> <li>- That reasonable consideration has been given to any mandatory training, and a logical rationale applied to the subject matter and frequency of refresher courses;</li> <li>- That the training provided to new starters will effectively equip them to undertake their role;</li> <li>- That the proposed format/method, subject matter, objectives and any pass criteria for intermediary training will facilitate quality outcomes and services;</li> <li>- How the bidder will effectively ensure the continuous professional development of established and qualified staff, particularly those directly delivering the service;</li> </ul>	
Note	Question 2 - Training and Continuous Professional Development - Response Notes	Assessments that form part of the recruitment process are evaluated as part of the responses to question 1.	
Note	Question 2 - Training and Continuous Professional Development - Conditions	Responses are limited to 5 A4 sides. This question is a showstopper question and bidders must achieve a score greater than 0 – Unacceptable.	
<div>RequirementsSection</div> <div>SectionConfig</div>	SectionWeight	Scheduling, Resourcing and Service Management	<div>2.3</div> <div>25</div>



HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
Attachment	Question 3 - Scheduling, Resourcing and Service Management	Please describe your proposals for the management of resources to support the service, including how resources will be allocated and managed across multiple simultaneous bookings.	Y
Note	Question 3 - Scheduling, Resourcing and Service Management - Evaluation Criteria	<p>The bidder response should describe realistic proposals for the scheduling of multiple bookings, the deployment of sufficient appropriately qualified and experienced resource, the effective ongoing management of multiple simultaneous assignments (including changes, cancellations and curtailments) and demonstrate:</p> <ul style="list-style-type: none"> <li>- That any systems or processes used to support the allocation, management and deployment of resources are fit for purpose and will be effective;</li> <li>- That sufficient contingency arrangements exist to allow for service continuity should systems or processes (used to support allocation, management and deployment) fail or be otherwise unavailable;</li> <li>- A clear and effective rationale for how multiple intermediaries are appropriately matched to (simultaneous) assignments/bookings (including but not limited to consideration of service type, location, jurisdiction, vulnerabilities, experience and any conflicts of interest);</li> <li>- How the bidder proposes to effectively identify and resolve conflicts or difficulties in scheduling (e.g. double booking, amendments to bookings, staff absence) to avoid disruption to the service;</li> <li>- A robust and effective method of measuring, monitoring and reporting resource capability and capacity, that provides confidence that periods of low or high demand can be managed;</li> </ul>	
Note	Question 3 - Scheduling, Resourcing and Service Management - Conditions	Responses are limited to 5 A4 sides. This question is a showstopper question and bidders must achieve a score greater than 0 – Unacceptable.	

<b>RequirementsSection</b>		Customer Service and Complaints	2.4
<b>SectionConfig</b>	<b>SectionWeight</b>		7
<b>HeadingsLine</b>	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
<b>Attachment</b>	Question 4 - Customer Service and Complaints	Please detail your proposals for handling enquiries, addressing issues and identifying, recording, investigating and resolving complaints, taking into consideration the requirements of the Service Specification.	Y
<b>Note</b>	Question 4 - Customer Service and Complaints - Evaluation Criteria	<p>The bidder response should describe how the requirements of the specification will be met and demonstrate:</p> <ul style="list-style-type: none"> <li>- That they have a Complaints Policy in place that meets the Authority requirements and that it is readily accessible;</li> <li>- That the proposal meets the minimum requirements for communication channels available to the Authority, Commissioning Bodies, Service Users, staff and other external third parties, and that these are readily available or advertised via appropriate means;</li> <li>- That the proposed customer service solutions or processes (including any telephony, IT based or email systems) used to log, manage and prioritise correspondence will facilitate excellent customer service, including timely, informed and accurate responses to communications;</li> <li>- That the bidder has an effective review process in place to identify complaints and route them appropriately;</li> <li>- A clear and appropriate escalation process, that includes measures to ensure independent review of complaints relating to an intermediary or their output;</li> <li>- That lessons learned will be effectively captured and recommendations actioned as a result of complaints or feedback;</li> </ul>	



<b>Note</b>	Question 4 - Customer Service and Complaints - Response Notes	Bidders may make reference to the service specification by paragraph or section number within their response, rather than provide full quotations.	
<b>Note</b>	Question 4 - Customer Service and Complaints - Conditions	Responses are limited to 4 A4 sides. This question is a showstopper question and bidders must achieve a score greater than 0 – Unacceptable.	

<b>RequirementsSection</b>	Quality Management		2.5
<b>SectionConfig</b>	<b>SectionWeight</b>		20
<b>HeadingsLine</b>	<i>(*) Question / Note to Suppliers</i>	<i>(*) Description / Note Details</i>	<i>(*) Mandatory</i>
<i>(Option List)</i>	<i>(Text, 256 chars)</i>	<i>(Text, 2000 chars)</i>	<i>(Option List)</i>
<b>Attachment</b>	Question 5 - Quality Management	Please detail your proposals for the quality management of the services, including assessment reports and attendance services.	<b>Y</b>

Note	Question 5 - Quality Management - Evaluation Criteria	<p>The bidder should describe their proposals for assuring quality of services and outputs during preparation, during service delivery or retrospectively, and demonstrate:</p> <ul style="list-style-type: none"> <li>- A clear rationale for the timing of quality assurance activity within the process of service delivery, and consideration of any impact on timeliness (for example quality assurance checks not delaying the issuing of assessment reports);</li> <li>- Proportionate and realistic volume and frequency of quality assurance checks or processes;</li> <li>- That the assurance process for new or inexperienced staff is robust and will ensure that the service is delivered to the appropriate standards;</li> <li>- Clear and relevant standards or criteria against which success and quality is measured;</li> <li>- What measures the bidder intends to implement as a result of the activity, and how they will ensure they are proportionate and likely to be effective;</li> <li>- How the approach to quality management is relevant for the different types of service (i.e. assessment, attendance, vulnerability type etc);</li> <li>- That those carrying out assurance activity are suitably qualified and experienced so as to undertake that activity effectively.</li> </ul> <p>Please note that the content and effectiveness of training is evaluated as part of question 2.</p>	
Note	Question 5 - Quality Management - Response Notes		
Note	Question 5 - Quality Management - Conditions	Responses are limited to 5 A4 sides. This question is a showstopper question and bidders must achieve a score greater than 0 – Unacceptable.	
<div>RequirementsSection</div> <div>SectionConfig</div> <div>SectionWeight</div>		Social Value	<div>2.6</div> <div>10</div>

HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
Attachment	Question 6 - Social Value	Please describe the commitment your organisation will make to support the improvement of health and wellbeing of staff.	Y
Note	Question 6 - Social Value - Evaluation Criteria	<p>The bidder's proposal demonstrates:</p> <ul style="list-style-type: none"> <li>- An understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce and the measurable actions the tenderer will take to address them, including:</li> <li>- How the bidder will identify and recognise the signs of emerging wellbeing issues in the contract workforce and;</li> <li>- An understanding of the risks specific to the role of an intermediary (i.e. access to distressing material).</li> <li>- Inclusive and accessible recruitment practices, development practices and retention-focussed activities including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or health condition (<a href="https://www.gov.uk/government/publications/disability-confident-and-cipd-guide-for-line-managers-on-employing-people-with-a-disability-or-health-condition/guide-for-line-managers-recruiting-managing-and-developing-people-with-a-disability-or-health-condition">https://www.gov.uk/government/publications/disability-confident-and-cipd-guide-for-line-managers-on-employing-people-with-a-disability-or-health-condition/guide-for-line-managers-recruiting-managing-and-developing-people-with-a-disability-or-health-condition</a>).</li> <li>- Measures to raise awareness or increase the influence of staff, suppliers, customers, communities and/or any other appropriate stakeholders to promote health and wellbeing, including physical and mental health, through its performance of the contract, e.g. through engagement; co-design/creation; training and education; partnering/collaborating; and volunteering.</li> </ul>	
Note	Question 6 - Social Value - Conditions	Responses are limited to 4 A4 sides. This question is a showstopper question and bidders must achieve a score greater than 0 – Unacceptable.	

<b>SectionConfig</b>		<b>SectionWeight</b>	8
<b>HeadingsLine</b>	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
<b>Attachment</b>	Question 7 - Data Protection and Information Assurance	Please describe your proposals for achieving compliance with Schedule 11 – Data Protection and Information Assurance of the proposed framework agreement.	Y
<b>Note</b>	Question 7 - Data Protection and Information Assurance - Evaluation Criteria	<p>The bidder's proposal must demonstrate:</p> <ul style="list-style-type: none"> <li>- Appropriate technical and organisation measures to ensure a level of security necessary and proportionate to the nature and type of Personal Data being processed and to reflect the level of risk identified by the Service Provider in relation to:</li> </ul> <p>System security (2.1.6)  Back up / archive (2.1.7)  Access control (2.2.1)  Physical storage (2.2.2)  Access to systems (2.2.4)  Electronic transfer (2.2.6)  Devices (2.2.7, 2.3)  Storage of information (2.5)  Disposing of information (2.6)</p> <ul style="list-style-type: none"> <li>- A good understanding of their responsibilities under, and an appropriate approach to ensuring compliance with, the General Data Protection Regulations (GDPR)</li> </ul>	
<b>Note</b>	Question 7 - Data Protection and Information Assurance - Conditions	Responses are limited to 5 A4 sides. This question is a showstopper question and bidders must achieve a score greater than 0 – Unacceptable.	
<b>RequirementsSection</b>		Implementation Period	2.8
<b>SectionConfig</b>	<b>SectionWeight</b>		0

HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
Text	Question 8 - Implementation Period	Please indicate the optimum and minimum length of time that you consider to be required for Implementation, noting the requirements of the framework agreement.	Y
Note	Question 8 - Implementation Period - Evaluation Criteria	This question is for information only and is not scored.	
Note	Question 8 - Implementation - Conditions	Responses are limited to text of 2000 characters. This question is not scored, and responses have no bearing on the Total Quality Score.	

RequirementsSection		Contract Compliance	2.9
SectionConfig	SectionWeight		
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
Yes/no	Acceptance of Terms and Conditions	Please confirm that you have read, understood and accept the terms and conditions of the proposed Framework Agreement and Call-off Contract.	Y
Attachment	Commercially Sensitive Information	Please complete and attach the Commercially Sensitive Information Template (Document SD3)	Y

RequirementsSection		Cyber Essentials	2.10
SectionConfig	SectionWeight		0
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)

Yes/no	Cyber Security Scheme	Please confirm that you have read and understood the attached background and overview of the Cyber Security Essentials Scheme.	Y
Yes/no	10 Steps to Cyber Security	Please confirm that you have read and understood the requirements for 10 Steps to Cyber Security and are willing to bid on these terms.	Y
RequirementsSection		Social Mobility	2.11
SectionConfig	SectionWeight		0
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
Note	Equality Diversity and Inclusion Policy	<p>In line with Ministry of Justice (MoJ) Inclusion &amp; Diversity Strategy and its commercial Equality, Diversity and Inclusion Policy, the MoJ is committed to promoting and advancing social inclusion and mobility. In addition to consideration of the nine protected characteristics under the Equality Act (2010), MoJ has extended its consideration of equality, diversity and inclusion to include socio-economic background. To fully promote a fair society and create a truly representative workforce, we must also remove the barriers that disproportionately affect those from lower socio-economic backgrounds. MoJ believes that for any level of skill &amp; ambition, regardless of an individual's background, everyone should have an equal chance of getting the job they want or reaching a higher income bracket.</p> <p>All MoJ suppliers are expected to endorse and support our approach by considering how they will promote social mobility when recruiting new staff and/or ensure equal opportunities to individuals from a range of socio-economic backgrounds (SEBs) as well as other groups.</p> <p>N.B This question is to encourage the promotion of social inclusion only and will not be scored for evaluation purposes.</p> <p>Where the answer is no, this should be, for example, because you are a one-man band, very small enterprise (maximum of 25-30 employees) or in a niche market where the application of social mobility policy is not practicable.</p>	

**SingleChoice**

Social Mobility

Will you consider social inclusion and work with MoJ by encouraging the offering of opportunities to people from a range of social backgrounds? **Y**