

Date: 04/05/2022

A Framework Agreement

Between

The Secretary of State for Justice

And

SUPPLIER NAME

Lot 1, 2, 3 & 4

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Framework Agreement Start Date 08th June 2022

PARTIES:

- (1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ acting as part of the Crown (the “**Authority**”);

AND

- (2) **SUPPLIER NAME** with registered company number XXXX whose registered (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

WHEREAS

- A. The objective of this Framework Agreement is to create framework to facilitate the delivery of intervention practitioner, forensic psychologist and clinical psychologist services for the Ministry of Justice and the National Crime Agency (the “**Framework Services**”).
- B. The Framework Services have been procured in 4 lots, which includes:
- (1) Lot 1 – Forensic psychology risk assessment report writing for Her Majesty’s Prison and Probation Service (“HMPPS”);
 - (2) Lot 2 – Intervention programmes for HMPPS;
 - (3) Lot 3 – Supervision services for trainee psychologists for HMPPS; and
 - (4) Lot 4 – Provision of forensic and clinical psychological assessments, involving clinical interview and production of reports for the National Crime Agency (“NCA”).
- C. This Framework Agreement relates to the **Lot X services**. On 09th February 2022, the Authority issued a contract notice on Find a Tender Service under notice reference Procurement reference tender_273591/1041092 setting out its intention to procure the Framework Services in accordance using the open procedure set out in regulation 28 of the Regulations.
- D. Following a competitive tender process, the Authority wishes to appoint the Supplier to provide the Framework Services and to provide Services to Customers under Call-Off Contracts and the Supplier agrees to provide those Services in accordance with these terms and conditions and/or the terms and conditions of any relevant Call-Off Contracts.

NOW IT IS HEREBY AGREED:

A GENERAL

A1 Definitions and Interpretation

In this Framework Agreement and its recitals, unless the context otherwise requires the following terms shall have the meanings given to them below:

“Affected Party” means the Party seeking to claim relief in respect of a Force Majeure Event.

“Affiliate” means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“Approval” and **“Approved”** means the prior written consent of the Authority.

“Associated Person” means as it is defined in section 44(4) of the Criminal Finances Act 2017.

“Authorised Representative” means the Authority representative named in a CCN who is authorised to approve Changes.

“Authority Data” means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Authority; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Framework Agreement; or
- (b) any Personal Data for which the Authority is the Controller.

“Authority Premises” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for provision of the Services.

“Authority Representative” means the person identified by the Authority for providing Performance Reports to. This may differ depending on the nature of the report being provided, but clear instruction will be provided by the Operational Contract Manager

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to the Framework Agreement) and which is or will be used by the Supplier for the purposes of providing the Services.

“Authority System” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with the Framework Agreement which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services.

“Award Criteria” means the criteria for evaluating Bids set out by the Customer in the ITT;

“Baseline Security Requirements” means the security requirements in annexe 1 of Schedule 6.

“Bid” means a bid submitted by a Framework Supplier in response to an ITT issued by a Customer in accordance with paragraph 2.4 of Schedule 10 (Call-Off Procedure).

“BPSS” means the Government’s Baseline Personnel Security Standard for Government employees.

“Breach of Security” means an occurrence of:

- (a) any unauthorised access to or use of the ICT Environment and/or any Information Assets and/or Authority Data (including Confidential Information) in connection with the Framework Agreement;
- (b) the loss (physical or otherwise) and/or unauthorised disclosure of any Information Assets and/or Authority Data (including Confidential Information) in connection with the Framework Agreement, including copies; and/or
- (c) any part of the Supplier System ceasing to be compliant with the Certification Requirements

“BS 8555” means the standard published to help organisations improve their environmental performance by the British Standards Institution.

“Call-Off Contract” means a contract between a Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set out and referred to in the Order Form and the Call-Off Order Terms.

“Call-Off Procedure” means the process for awarding a Call-Off Contract as set out in Schedule 10 (Call-Off Procedure)].

“Call-Off Order Terms” means the standard terms and conditions for each Call-Off Contract set out in Schedule 11 (Call-Off Order Terms);

“CCN” means a change notice in the form set out in Schedule 3.

“Certification Requirements” means the requirements set out in paragraph 5.1 of Schedule 6.

“CESG” means the Government’s Communications Electronics Security Group.

“Change” means a change in any of the terms or conditions of the Framework Agreement.

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

“Commencement Date” means the date specified in clause A5.1.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price; and/or
- (b) the Supplier’s business and investment plans

which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

“Comparable Supply” means the supply of services to another customer of the Supplier which are the same or similar to any of the Services.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would

be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause D4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Consumer Price Index” is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services.

“Contract Year” means: (a) a period of 12 months commencing on the Commencement Date; or (b) thereafter a period of 12 months commencing on each anniversary of the Commencement Date, provided that the final Contract Year shall end on the expiry or termination of the Term;

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

“Contracts Finder” means the Government’s portal for public sector procurement opportunities.

“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 contract or otherwise) and **“Controls”** and **“Controlled”** are interpreted accordingly.

“Controller” means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in the GDPR.

“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.

“Customer” means the person identified as such in an Order Form;

“Customer Data” means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Customer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Framework Agreement; or
- (b) any Personal Data for which the Customer is the Controller.

“Customer’s Specified Mailbox” means the email address identified by the Customer in the ITT that completed ITT Responses and Order Forms must be returned to under the Call-Off Procedure.

“Data Loss Event” means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Framework Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of the Framework Agreement, including any Personal Data.

“Data Protection Impact Assessment” means an assessment by the Controller of the effect of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation” means:

- (a) the GDPR, the LED and applicable implementing Laws;
- (b) the DPA to the extent that it relates to the processing of Personal Data and privacy; and
- (c) all applicable Laws relating to the processing of Personal Data and privacy.

“Data Protection Officer” means as it is defined in the GDPR.

“Data Subject” means as it is defined in the GDPR.

“Data Subject Request” means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations or warranties of the relevant Party (including abandonment of the Framework Agreement 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 Framework Agreement and in respect of which such Party is liable to the other.

“Delivery Contract Pack” is a series of documents containing, mandatory forms and methods to carry out the service delivery for LOT1, LOT2 and LOT3. The final version is included in the ITT.

“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.

“DPA” means the Data Protection Act 2018.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.

“End Date” means the date specified in clause A5.1.

“Equipment” means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Services.

“Exit Day” means as it is defined in the European Union (Withdrawal) Act 2018.

“Extension” means as it is defined in clause A5.2.

“Financial Year” means the period from 1st April each year to the 31st March the following year.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Framework Agreement 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 Supplier or the Staff or any other failure in the Supplier’s supply chain caused by the Covid 19 pandemic or the United Kingdom’s exit from the EU.

“Framework Agreement” means these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are included.

“Framework Supplier” means a Supplier who has been appointed by the Authority as a supplier in response to the Invitation to Tender;

“GDPR” means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

“General Anti-Abuse Rule” means:

- (d) the legislation in Part 5 of the Finance Act 2013; and
- (e) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

“General Change in Law” means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

“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.

“Government Buying Standards” means the standards published here:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

“Greening Government Commitments” means the Government’s policy to reduce its effects on the environment, the details of which are published here:

<https://www.gov.uk/government/collections/greening-government-commitments>

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

“HMRC” means HM Revenue & Customs.

“ICT Environment” means the Authority System and the Supplier System.

“Indemnified Persons” has the meaning given to it under E1.3(b)

“Information” has the meaning given under section 84 of the FOIA.

“Information Assets” means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Services.

“Information Security Policy Framework” available at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/996355/information-security-pf.pdf

“Initial Term” means the period from the 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.

“Intervention Cause” has the meaning given in Clause F2A.5 (Remedial Adviser);

“Intervention Notice” has the meaning given in Clause F2A.5 (Remedial Adviser);

“Intervention Period” has the meaning given in Clause F2A.5.2

“Intervention Trigger Event”

- (a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;
- (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;

“Invitation to Tender” means the invitation to tender issued by the Authority as described in recital C to this Framework Agreement;

“ISMS” means the Supplier’s information and management system and processes to manage information security as set out in paragraph 2.3 of Schedule 6.

“ISO 14001” means the family of standards related to environmental management published by the International Organisation for Standardisation.

“IT Health Check” means penetration testing of systems under the Supplier’s control on which Information Assets and/or Authority Data are held which are carried out by third parties in accordance with the CHECK scheme operated by CESG or to an equivalent standard.

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

“ITT” means, for the purposes of Schedule 10 (Call-Off Procedure), an invitation for tenders issued by a Customer to the Framework Supplier’s advertising an opportunity to bid for opportunities to provide Services under this Framework Agreement.

“ITT Response” means a form setting out responses required from Framework Supplier’s wishing to bid for the opportunity to provide Services to Customers under this Framework Agreement.

“Key Performance Indicator” or **“KPI”** means the metrics for measuring the Supplier’s performance set out in Annex 1 to Schedule 13 (Performance Measures).

“Key Personnel” mean the people named in the Specification as key personnel, if any.

“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 any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply.

“Law Enforcement Purposes” means as it is defined in the DPA.

“LED” means the Law Enforcement Directive (Directive (EU) 2016/680).

“Losses” means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in Framework Agreement, tort (including negligence), breach of statutory duty or otherwise.

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Material Breach” means:

- (1) a breach (including an anticipatory breach):
 - (a) which has a material effect on the benefit which the Authority would otherwise derive from a substantial or material portion of the Framework Agreement; or
 - (b) of any of the obligations set out in clauses D1, D2, D3, D4, G3, I4 or paragraph 9 of Schedule 8;
 - (c) of any other provision of this Framework Agreement that is expressed to be a Material Breach; and/or
- (2) the occurrence of a Supplier Termination Event.

“Material KPI Failure” means:

- (a) a Serious KPI Failure;
- (b) a Repeat KPI Failure; or
- (c) a Repeat Obligation Failure.

“Modern Slavery Helpline” means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available by telephone on 08000 121 700 or online at:

<https://www.modernslaveryhelpline.org/report>

“Measurement Period” means a financial quarter.

“Month” means calendar month.

“MSA” means the Modern Slavery Act 2015.

“NICs” means National Insurance Contributions.

“Notifiable Default” has the meaning given to it in Clause F2A.1 of this Framework Agreement.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation 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 Supplier 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 Supplier 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 Commencement Date or to a civil penalty for fraud or evasion.

"Open Book Data" means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify:

- (a) the Price already paid or payable and the Price forecast to be paid during the remainder of the Term;
- (b) the Supplier's costs and manpower resources broken down against each element of the Services;
- (c) the cost to the Supplier of engaging the Staff, including base salary, tax and pension contributions and other contractual employment benefits; and
- (d) operational costs which are not included within the above, to the extent that such costs are necessary and properly incurred by the Service Provider in the delivery of the Services;
- (e) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; and
- (f) the profit achieved over the Term and annually

"Operational Contract Manager" means manager of the business operations

"Order Form" means the standard template for placing an order under this Framework Agreement set out in Annex 1 to Schedule 10

"Performance Report" has the meaning given to it in paragraph 1.2.1 of Part B to Schedule 13 (Performance Measures).

"Personal Data" means as it is defined in the GDPR.

"Personal Data Breach" means as it is defined in the GDPR.

"Premises" means the location where the Services are to be supplied as set out in the Specification.

"Price" means the price (excluding any applicable VAT) payable to the Supplier by a Customer under a Call Off Contract, in accordance with the provisions of Schedule 2 for the full and proper performance by the Supplier of its obligations under the relevant Call Off Contract.

"Processor" means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR.

"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 Framework Agreement;
- (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 Supplier 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.

“Property” means the property, other than real property, made available to the Supplier by the Authority in connection with the Framework Agreement.

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted.

“PSI 07/2016” is the Prison Service Instruction published on 26th October 2016 relating to the searching of the person as amended from time to time and available at:

<https://www.gov.uk/government/publications/procedures-for-searching-people-psi-072016>

“PSI 10/2012” is the Prison Service Instruction published on 26 March 2012 relating to the Conveyance and Possession of Prohibited Items and other Related Offences as amended from time to time and available at:

<https://www.gov.uk/government/publications/controlling-banned-prohibited-items-psi-102012>

“PSI 07/2014” is the Prison Service Instruction published on 2nd June 2014 relating to security vetting as amended from time to time and available at:

<https://www.gov.uk/government/publications/security-vetting-psi-072014-pi-032014>

“Purchase Order” the Customer’s order for the supply of Services.

“Quality Standards” means those standards identified in the Specification, the quality standards published by BSI British Standards, the National Standards Body of the United

Kingdom, the International Organisation for Standardization, the Health and Care Professions Council, or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

“Rate Card” has the meaning given to it at C1.18

“Rectification Plan” means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default.

“Rectification Plan Failure” means:

- (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses F2A.3 (Submission of the draft Rectification Plan) or F2A.4 (Agreement of the Rectification Plan);
- (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause F2A.4 (Agreement of the Rectification Plan);
- (c) the Supplier failing to rectify a material Default within the later of:
 - i. 30 Working Days of a notification made pursuant to Clause F2A.2 (Notification); and
 - ii. where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;
- (d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred; and/or
- (e) NOT USED and/or
- (f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default.

Rectification Plan Process” shall be as set out in Clauses F2A.3 (Submission of the draft Rectification Plan) to F2A.4 (Agreement of the Rectification Plan).

“Regulations” means the Public Contract Regulations 2015 (SI 2015/102).

“Regulator Correspondence” means any correspondence from the Information Commissioner's Office, or any successor body, in relation to the processing of Personal Data under the Framework Agreement.

“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 Framework Agreement or any other affairs of the Authority, this is including but not limited to the Health and Care Professions Council.

"Relevant Conviction" means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

"Relevant Requirements" means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

"Relevant Tax Authority" means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

"Replacement Supplier" means any third-party supplier 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, termination or partial termination of the Framework Agreement.

"Request for Information" means a request for information under the FOIA or the EIR.

"Required Action" has the meaning given in Clause F2A.6

"Remedial Adviser" the person appointed pursuant to Clause F2A.5

"Remedial Adviser Failure" has the meaning given in Clause F2A.5

"Repeat KPI Failure" has the meaning given in paragraph 3.1 of Part A to Schedule 13 (Performance Measures);

"Repeat Obligation Failure" has the meaning given to it in paragraph 3.2 of Part A to Schedule 13 (Performance Measures)

"Results" means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Supplier for use in relation to the performance of its obligations under the Framework Agreement; or
- b) the result of any work done by the Supplier or any Staff in relation to the provision of the Services.

"Returning Employees" means those persons agreed by the Parties to be employed by the Supplier (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

"Review" has the meaning given to it in Clause F1.2

"Review Report" has the meaning given to it in Clause F1.4

"Security Plan" means the plan prepared by the Supplier which includes the matters in paragraph 3.2 of Schedule 6.

"Security Policy Framework" means the Government's Security Policy Framework (available from the Cabinet Office's Government Security Secretariat) as updated from time to time.

“Security Test” means a test carried out by the Supplier, the Authority or a third party to validate the ISMS and the security of all relevant processes and systems on which Information Assets and/or Authority Data are held.

“Serious KPI Failure” shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 13 (Performance Measures);

“Services” means the services set out in Schedule 1 (including any modified or alternative services) to be provided by the Supplier under the Framework Agreement or set out the Order Form under a Call Off Contract.

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission’s Recommendation of 6 May 2003 available at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

“Specific Change in Law” means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

“Specification” means the description of the Services to be supplied under the Framework Agreement as set out in Schedule 1 or under a Call-Off Contract as set out in the Order Form, including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

“SSCBA” means the Social Security Contributions and Benefits Act 1992.

“Staff” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any of its Sub-Contractors engaged in the performance of the Supplier’s obligations under the Framework Agreement.

“Step-In Notice” has the meaning given in Clause F2A.6 (Step-In Rights).

“Step-In Trigger Event”

- (a) any event falling within the definition of a Supplier Termination Event;
- (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;
- (c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement;
- (d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause F2A.6 (Step-In Rights) is necessary;
- (e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or
- (f) a need by the Authority to take action to discharge a statutory duty.

“Step-Out Date” has the meaning given in Clause F2A.6.

“Step-Out Notice” has the meaning given in Clause F2A.6.

“Step-Out Plan” has the meaning given in Clause F2A.6.

“Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of

performing (or contributing to the performance of) the whole or any part of the Framework Agreement and “**Sub-Contractor**” shall be construed accordingly.

“**Sub-processor**” means any third party appointed to process Personal Data on behalf of the Supplier related to the Framework Agreement.

“**Supplier Representative**” the representative appointed by the Supplier.

“**Supplier Software**” means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Services and which is set out in Schedule 5.

“**Supplier System**” means the information and communications technology system used by the Supplier in performing the Services including the Software, the Equipment and related cabling (but excluding the Authority System).

“**Supplier Termination Event**” means:

- (a) NOT USED;
- (b) the Supplier committing a material Default which is irremediable;
- (c) a Remedial Adviser Failure;
- (d) a Rectification Plan Failure;
- (e) where a right of termination is expressly reserved in this Agreement;
- (f) the representation and warranty given by the Supplier pursuant to Clause G2 being materially untrue or misleading;
- (g) the Supplier committing a material Default;
- (h) NOT USED;
- (i) NOT USED;
- (j) NOT USED;
- (k) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law; or
- (l) in relation to the security requirements in annexe 1 of Schedule 6.

“**Technical Controls Summary**” means Cyber essentials as set out in Schedule 1 (Specification) Section 16

“**Tender**” means the Supplier’s tender submitted in response to the Authority’s invitation to suppliers for offers to supply the Services.

“**Term**” means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension, the end date of the Extension,

or such earlier date of termination or partial termination of the Framework Agreement in accordance with the Law or the Framework Agreement.

“**Termination Notice**” a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement (or any part thereof) on a specified date and setting out the grounds for termination.

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

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Supplier to provide the Services including the software and which is specified as such in Schedule 5.

“Valid Invoice” means an invoice containing the information set out in clause C1 and Schedule 2. The invoice must be clearly broken down to identify all aspects of the charges in relation to work commissioned. The invoice must be accompanied by supporting documentation if additional/ agreed work has been approved.

“VAT” means value added tax charged or regulated in accordance with the Value-Added Tax Act 1994.

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

“Vulnerability Correction Plan” means a remedial plan prepared by the Supplier to address vulnerabilities identified in an IT Health Check report.

“Welsh Language Scheme” means the Authority’s Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

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

In the Framework Agreement, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa unless the context requires otherwise;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Framework Agreement;
- (g) the Schedules form an integral part of the Framework Agreement and have effect as if set out in full in the body of the Framework Agreement. A reference to the Framework Agreement includes the Schedules;
- (h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

- (i) references to the Framework Agreement are references to the Framework Agreement as amended from time to time; and
- (j) any reference in the Framework Agreement which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read as a reference to the UK institution, authority or body to which its functions were transferred.

A2 Authority Obligations

Save as otherwise expressly provided, the Authority’s obligations under the Framework Agreement are the Authority’s obligations in its capacity as a contracting counterparty and nothing in the Framework Agreement operates as an obligation upon, or in any other way fetters or constrains, the Authority in any other capacity.

A3 Supplier’s Status

- A3.1 The Supplier is an independent contractor and nothing in the Framework Agreement 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 Framework Agreement.
- A3.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Framework Agreement shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.

A4 Mistakes in Information

The Supplier is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Supplier 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 Framework Agreement starts on 8th June 2022 (the “**Commencement Date**”) and ends on the fourth anniversary of the Commencement Date (the “**End Date**”) 07th June 2025 unless it is terminated early or extended in accordance with the Framework Agreement.
- A5.2 The Authority may, at its sole discretion, extend the term of the Framework Agreement by a period of 12 months such that the Framework Agreement ends on

the fifth anniversary of the Commencement Date ("**Extension**") 8th June 2026. The terms of the Framework Agreement will apply throughout the period of any Extension.

B. THE SERVICES

B1 Basis of the Framework Agreement

B1.1 In consideration of being appointed a Framework Supplier, the Supplier shall:

- (a) perform its obligations under this Framework Agreement;
- (b) provide the Services to Customer's in accordance with the Call-Off Contracts;
- (c) comply with the Call-Off Procedure;
- (d) comply with the Call-Off Terms; and
- (e) NOT USED.

B1.2 The terms and conditions in the Framework Agreement apply to the exclusion of any other terms and conditions the Supplier 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 Supplier shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Framework Agreement, the Supplier shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Supplier shall perform its obligations under the Framework Agreement in accordance with the Law and Good Industry Practice.

B2.2 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Services and the performance of the Supplier's obligations under the Framework Agreement.

B2.3 The Supplier 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 in Schedule 8 of this Agreement and those listed on Section 3.2 and 3.3. of Schedule 1 (Specification).

B2.4 NOT USED

B2.5 NOT USED

B2.6 NOT USED

- B2.7 During the Term, the Supplier shall:
- (a) at all times have all licences, approvals and consents necessary to enable the Supplier and Staff to carry out the Services;
 - (b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the Services;
 - (c) not, in delivering the Services, in any manner endanger the safety or convenience of the public.
- B2.5 The Authority may inspect the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection. In this clause B2, Services include planning or preliminary work in connection with the supply of the Services.
- B2.6 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.
- B2.7 Timely supply of the Services is of the essence, including in relation to commencing the supply of the Services within the time agreed or on a specified date. If the Supplier fails to supply the Services within the time promised or specified in the Specification, the Authority is released from any obligation to pay for the Services and may terminate the Framework Agreement, in either case without prejudice to any other rights and remedies of the Authority.
- B2.8 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Framework Agreement or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Framework Agreement within such reasonable time as may be specified by the Authority.
- B2.9 If, in delivering the Services, the Supplier is required to visit Authority Premises which are prisons, the Supplier shall comply with Schedule 7.

B3 Equipment

- B3.1 The Supplier shall provide all the Equipment and resource necessary for the supply of the Services.
- B3.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises without Approval.
- B3.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B3.4 Equipment brought onto the Premises remains the property of the Supplier.

- B3.5 If the Authority reimburses the cost of any Equipment to the Supplier the Equipment shall become the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier shall keep a full and accurate inventory of such Equipment and deliver that inventory to the Authority on request and on completion of the Services.
- B3.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition.
- B3.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:
- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Framework Agreement; and
 - (b) replace such item with a suitable substitute item of Equipment.
- B3.8 Within 20 Working Days of the end of the Term, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Supplier or Staff.

B4 Key Personnel

- B4.1 The Supplier acknowledges that Key Personnel are essential to the proper provision of the Services.
- B4.2 Key Personnel shall not be released from supplying the Services without Approval except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.
- B4.3 The Authority may interview and assess any proposed replacement for Key Personnel and any replacements to Key Personnel are subject to Approval. Such replacements shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- B4.4 The Authority shall not unreasonably withhold approval under clauses B4.2 or B4.3 and such approval is conditional on appropriate arrangements being made by the Supplier to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B5 Staff

- B5.1 The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Premises:
- (a) any member of the Staff; or
 - (b) any person employed or engaged by any member of the Staff

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

- B5.2 The Authority shall maintain the security of the Authority's Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008, available to the Supplier on request. The Supplier shall comply with all security requirements of the Authority while on the Authority's Premises, and ensure that all Staff comply with such requirements.
- B5.3 The Authority may search any persons or vehicles engaged or used by the Supplier at the Authority's Premises.
- B5.4 At the Authority's written request, the Supplier 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 Framework Agreement and giving such other particulars as the Authority may reasonably request.
- B5.5 The Supplier shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.
- B5.6 The Supplier 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.
- B5.7 The Supplier shall comply with PSI 10/2012 as amended from time to time and available from the Authority on request.

B6 Due Diligence

Save as the Authority may otherwise direct, the Supplier is deemed to have completed due diligence in relation to all matters connected with the performance of its obligations under the Framework Agreement.

B7 Licence to Occupy

- B7.1 Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Framework Agreement are on a non-exclusive licence basis free of charge and are used by the Supplier solely for the purpose of performing its obligations under the Framework Agreement. The Supplier has the use of such land or Premises as licensee and shall vacate the same on termination of the Framework Agreement.
- B7.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Framework Agreement and the Supplier shall

co-operate (and ensure that its Staff co-operate) with other persons working concurrently on such land or Premises as the Authority may reasonably request.

- B7.3 If the Supplier requires modifications to the Authority's Premises such modifications are subject to Approval and shall be carried out by the Authority at the Supplier's cost.
- B7.4 The Supplier shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.
- B7.5 The Framework Agreement does not create a tenancy of any nature in favour of the Supplier or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Framework Agreement, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

B8 Property

- B8.1 All Property is and remains the property of the Authority and the Supplier irrevocably licenses the Authority and its agents to enter any Premises of the Supplier during normal business hours on reasonable notice to recover any such Property.
- B8.2 The Supplier does not have a lien or any other interest on the Property and the Supplier at all times possesses the Property as fiduciary agent and bailee of the Authority. The Supplier shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- B8.3 The Property is deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within 5 Working Days of receipt.
- B8.4 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Framework Agreement and for no other purpose without Approval.
- B8.5 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.
- B8.6 The Supplier is liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B9 Offers of Employment

- B9.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under the Transfer of Undertakings (Protected Employment) Regulations 2006, any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the

Services while such persons are employed or engaged and for a period of 6 months thereafter.

- B9.2 If either Party breaches the clause B9.1, it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person's employment.
- B9.3 The Parties hereby agree that the sum specified in clause B9.2 is a reasonable pre-estimate of the loss and damage which the Party not in breach would suffer if there was a breach of clause B9.1.

C. PAYMENT

C1 Payment and VAT

- C1.1 The Supplier shall submit invoices to Customers in accordance with this clause C1 and Schedule 2.
- C1.2 NOT USED
- C1.3 NOT USED
- C1.4 NOT USED
- C1.5 The Customer shall not pay an invoice which is not a Valid Invoice.
- C1.6 The Customer shall not pay the Supplier's overhead costs unless Approved and overhead costs include, without limitation: 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.
- C1.7 NOT USED
- C1.8 NOT USED
- C1.9 NOT USED
- C1.10 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and Approved.
- C1.11 If the Customer pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.
- C1.12 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Customer may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C1.
- C1.13 The Supplier shall:
- (a) 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 Supplier fails to show VAT on an invoice, the Customer is not, at any later date, liable to pay the Supplier any additional VAT;

- (b) ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice; and
- (c) not suspend the Services unless the Supplier is entitled to terminate the Framework Agreement under clause H2.3 for failure to pay undisputed sums of money.

C1.14 The Supplier indemnifies the Customer 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 Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Call-Off Contract. Any amounts due under this clause shall be paid by the Supplier to the Customer not less than 5 Working Days before the date upon which the tax or other liability is payable by the Customer

C1.15 The Customer shall:

- (a) in addition to the Price and following receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Call-Off Contract; and
- (b) pay all sums due to the Supplier within 30 days of receipt of a Valid Invoice unless an alternative arrangement has been Approved.

C1.16 Any late payment of undisputed invoices by the Customer will be subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank.

C1.17 An invoice for additional work over and above the Price will not be a Valid Invoice unless accompanied by written evidence of the Customer consultation and Approval.

C1.18 The Price shall be the amount stated in the Supplier's Bid submitted in response to the ITT less any liquidated damages the Customer is entitled to as per Schedule 13, Clause 2.2.1(e). This shall, where possible, be calculated in accordance with the rate card provided by the Supplier in response to the Invitation to Tender set out in Part 1 of Schedule 2 (Prices and Invoicing) under the heading "Charges" (the "**Rate Card**").

C1.19 The Rate Card will be fixed for the first Contract Year and the rates therein may not be increased during that time. The Supplier may, at its sole discretion, reduce the rates when it submits a Bid in response to an ITT during a further competition in accordance with the Call-Off Procedure. Suppliers may submit costs up to 25% over those quoted in the Rate Card to account for unexpected events in unique cases, as identified in the ITT.

C1.20 After the first Contract Year, the Supplier may submit a request to increase the rates set out in the Rate Card. The Authority shall be under no obligation to accept that request and the request shall be treated as request for Change in accordance with Clause F4 (Change).

C1.21 Where the Customer, at its sole discretion, concludes that the work is no longer needed but the Supplier has undertaken some of the work, the Supplier may submit

and invoice for the work actually completed calculated in accordance with the Rate Card, provided that such invoice shall not exceed 70% of the total Price. The Supplier must provide evidence of work undertaken to support the invoice. With the exception of LOT 1, where the Customer will refer to Section 17.3.3, page 20 of the Schedule 1 (Specification).

C2 Recovery of Sums Due

- C2.1 If under the Framework Agreement or any Call-Off any sum of money is recoverable from or payable by the Supplier to the Authority or a Customer (including any sum which the Supplier is liable to pay to the Authority or a Customer in respect of any breach of the Framework Agreement or any Call-Off), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority or a Customer under a Call Off Contract under any other agreement with the Authority or the Crown.
- C2.2 Any overpayment by either Party, whether of the Price 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 Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- C2.4 All payments due shall be made within a reasonable time unless otherwise specified in the Framework Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C3 NOT USED

D. PROTECTION OF INFORMATION

D1 Authority Data

- D1.1 The Supplier shall:
- (a) not store, copy, disclose, or use the Authority Data or Customer Data except as necessary for the performance by the Supplier of its obligations under the Framework Agreement or Call-Off Contract (were relevant) or as otherwise Approved;
 - (b) preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
 - (c) not delete or remove any proprietary notices contained within or relating to the Authority Data;
 - (d) to the extent that Authority Data is held and/or processed by the Supplier, supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification;

- (e) perform secure back-ups of all Authority Data and ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Authority immediately upon request;
- (f) ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework;
- (g) identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data;
- (h) on request, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of Personal Data, and its procedures for reducing risk;
- (i) notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason; and
- (j) comply with Schedule 6 (Security Requirements and Policy).

D1.2 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

- (a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or
- (b) itself restore or procure the restoration of Authority Data and be repaid by the Supplier any reasonable costs incurred in doing so.

D2 Data Protection and Privacy

D2.1 The Parties acknowledge that for the purposes of Data Protection Legislation, in this Framework Agreement, the Authority is the Controller and the Supplier is the Processor. The only processing which the Authority has authorised the Supplier to do is listed in Schedule 9 and may not be determined by the Supplier.

D2.2 The Supplier shall:

- (a) notify the Authority immediately if it considers any Authority instructions infringe the Data Protection Legislation;
- (b) at its own cost, provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to starting any processing. Such assistance may, at the Authority's discretion, include:
 - i) a systematic description of the envisaged processing operations and the purpose of the processing;
 - ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - iii) an assessment of the risks to the rights and freedoms of Data Subjects; and

- iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
- (c) in relation to any Personal Data processed in connection with its obligations under the Framework Agreement:
- i) process that Personal Data only in accordance with Schedule 9 unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - ii) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event having taken account of the nature of the data to be protected, harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures
- (d) ensure that:
- i) Staff do not process Personal Data except in accordance with the Framework Agreement (and in particular Schedule 9);
 - ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to Personal Data and ensure that they:
 - A) are aware of and comply with the Supplier's duties under this clause D2;
 - B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise allowed under the Framework Agreement;
 - D) have undergone adequate training in the use, care, protection and handling of the Personal Data
- (e) not transfer Personal Data outside the UK or EEA unless Approved and:
- i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or s.75 of the DPA) as determined by the Authority;
 - ii) the Data Subject has enforceable rights and effective legal remedies;
 - iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its

best endeavours to assist the Authority in meeting its obligations);
and

- iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data
- (f) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Framework Agreement unless the Supplier is required by Law to retain the Personal Data;
- (g) subject to clause D2.3, notify the Authority immediately if it:
 - i) receives a Data Subject Request (or purported Data Subject 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 the 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.

D2.3 The Supplier's obligation to notify under clause D2.2 (g) includes the provision of further information to the Authority in phases as details become available.

D2.4 Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause D2.2 (g) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

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

- (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office or any consultation by the Authority with the Information Commissioner's Office.
- D2.5 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with clause D2. This requirement does not apply if the Supplier employs fewer than 250 people unless the Authority determines that the processing:
 - (a) is not occasional;
 - (b) 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
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- D2.6 The Supplier shall allow audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- D2.7 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- D2.8 Before allowing any Sub-processor to process any Personal Data in connection with the Framework Agreement, the Supplier shall:
 - (a) notify the Authority in writing of the intended Sub-processor and processing;
 - (b) obtain Approval;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in clause D2 such that they apply to the Sub-processor; and
 - (d) provide the Authority with such information regarding the Sub-processor as the Authority reasonably requires.
- D2.9 The Supplier remains fully liable for the acts and omissions of any Sub-processor.
- D2.10 Notwithstanding the provisions of clause F4, the Authority may, at any time on not less than 30 Working Days' notice, revise clause D2 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Framework Agreement).
- D2.11 The Parties shall take account of any guidance published by the Information Commissioner's Office and, notwithstanding the provisions of clause F4, the Authority may on not less than 30 Working Days' notice to the Supplier amend the Framework Agreement to ensure that it complies with any guidance published by the Information Commissioner's Office.
- D2.12 In relation to Personal Data processed for Law Enforcement Purposes, the Supplier shall:
 - (a) maintain logs for its automated processing operations in respect of:

- i) collection;
- ii) alteration;
- iii) consultation;
- iv) disclosure (including transfers);
- v) combination; and
- vi) erasure.

(together the “**Logs**”).

(b) ensure that:

- i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
- ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
- iii) the Logs are made available to the Information Commissioner’s Office on request

(c) use the Logs only to:

- i) verify the lawfulness of processing;
- ii) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
- iii) ensure the integrity of Personal Data; and
- iv) assist with criminal proceedings

(d) as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and

(e) where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:

- i) persons suspected of having committed or being about to commit a criminal offence;
- ii) persons convicted of a criminal offence;
- iii) persons who are or maybe victims of a criminal offence; and
- iv) witnesses or other persons with information about offences.

D2.13 This clause D2 applies during the Term and indefinitely after its expiry.

D3 Official Secrets Acts and Finance Act

D3.1 The Supplier shall comply with:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

D4 Confidential Information

D4.1 Except to the extent set out in clause D4 or if disclosure or publication is expressly allowed elsewhere in the Framework Agreement each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Framework Agreement.

D4.2 The Supplier hereby gives its consent for the Authority to publish the whole Framework Agreement (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Framework Agreement, to the general public.

D4.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Framework Agreement in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause.

D4.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Framework Agreement.

D4.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in providing the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

D4.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Framework Agreement.

D4.7 Clause D4.1 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Framework Agreement; or
- (e) it is independently developed without access to the other Party's Confidential Information.

D4.8 Nothing in clause D4.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:

- (a) for the purpose of the examination and certification of the Authority's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (c) to Parliament and Parliamentary committees;
- (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all Government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other Government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Government department or any Contracting Authority; or
- (e) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under clauses D4.8 (d) and (e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

D4.9 Nothing in clauses D4.1 to D4.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Framework Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

D4.10 The Authority shall use reasonable endeavours to ensure that any Government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause D4.8 is made aware of the Authority's obligations of confidentiality.

D4.11 If the Supplier does not comply with clauses D4.1 to D4.8 the Authority may terminate the Framework Agreement immediately on notice.

D4.12 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.

D4.13 The Supplier shall:

- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches;
- (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
- (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
- (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause D4.12.

D5 Freedom of Information

D5.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.

D5.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:

- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
- (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
- (c) not respond directly to a Request for Information unless authorised to do so in writing by the Authority.

D5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Framework Agreement or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

D6 Publicity, Media and Official Enquiries

D6.1 The Supplier shall not:

- (a) make any press announcements or publicise the Framework Agreement or its contents in any way;
- (b) use the Authority's name, brand or logo in any publicity, promotion, marketing or announcement of order; or
- (c) use the name, brand or logo of any of the Authority's agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders

without Approval.

- D6.2 Each Party acknowledges that nothing in the Framework Agreement either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including the Services and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.
- D6.3 The Supplier shall use reasonable endeavours to ensure that its Staff and professional advisors comply with clause D6.1.

E. INTELLECTUAL PROPERTY

E1 Intellectual Property Rights

E1.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Supplier by or on behalf of the Authority (together with the Results, the "**IP Materials**") shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Supplier 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 Supplier of its obligations under the Framework Agreement.

E1.2 The Supplier 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 Framework Agreement or (in the case of rights arising after the date of the Framework Agreement) 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 Supplier; 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 Supplier 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 Framework Agreement or the performance of its obligations under the Framework Agreement;
- (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, the Replacement Supplier 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 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 Supplier under any provision of the Framework Agreement.
- E1.4 The Authority shall notify the Supplier 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 Supplier to the Authority.
- E1.5 The Supplier 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 Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Framework Agreement ("**Third Party IP Claim**"), provided that the Supplier 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 Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E1.3 (d) (i) and (ii).
- E1.7 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.
- E1.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld

or delayed), shall (without prejudice to the rights of the Authority under clauses E1.3 (b) and G2.1 (g)) use its best endeavours to:

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
- (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Supplier is unable to comply with clauses E1.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Framework Agreement immediately by notice to the Supplier.

- E1.9 The Supplier grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Framework Agreement (including, without limitation, the Services).

F. CONTROL OF THE FRAMEWORK AGREEMENT

F1 Framework Agreement Performance

- F1.1 The Supplier shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.
- F1.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter, the Authority may carry out a review of the performance of the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):
- a) the Supplier's delivery of the Services;
 - b) the Supplier's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services;
 - c) a review of future requirements in relation to the Services; and
 - d) progress against key milestones as detailed in Section 3.2 and Section 17.4 of Schedule 1 (Specification)
- F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.
- F1.4 The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of Contract Review ed as against the Authority's expectations and the Supplier's obligations under the Framework Agreement.
- F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.
- F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.
- F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Framework Agreement identified by the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

F2 Remedies

- F2.1 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) without terminating the Framework Agreement, itself supply or procure the supply of all or part of the Services until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier will be able to supply the Services in accordance with the Specification;
 - (b) without terminating the whole of the Framework Agreement, terminate the Framework Agreement 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 Supplier in such amount as the Authority reasonably deems appropriate in each particular case;
 - (d) request a Rectification Plan in accordance with Clause F2A; and/or
 - (e) terminate the Framework Agreement in accordance with clause H2.
- F2.2 Without prejudice to its right under clause C2 (Recovery of Sums Due), the Authority may charge the Supplier 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 Supplier for such part of the Services.
- F2.3 If the Authority reasonably believes the Supplier has failed to supply all or any part of the Services in accordance with the Framework Agreement, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Framework Agreement or is otherwise unsatisfactory.
- F2.4 If the Supplier has been notified of a failure in accordance with clause F2.3 the Authority may:
- (a) direct the Supplier to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
 - (b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.
- F2.5 If the Supplier has been notified of a failure in accordance with clause F2.3, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
 - (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in clause F2.5 and the progress of those measures until resolved to the satisfaction of the Authority.

- F2.6 If, having been notified of any failure, the Supplier does not remedy it in accordance with clause F2.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Framework Agreement immediately on notice to the Supplier.

F2A Rectification Plan Process

- F2A.1 In the event that:

- (a) there is, or is reasonably likely to be, a delay; and/or
- (b) in any service period there has been:
 - (i) a Material KPI Failure; and/or
 - (ii) a persistent test result failure; and/or
- (c) the Supplier commits a material Default of this Agreement or a material failure to meet one or more of its obligations set out in the Specification that is capable of remedy (and for these purposes a material Default or failure may be a single material Default or failures or a number of Defaults or failures or repeated Defaults or failures (whether of the same or different obligations and regardless of whether such Defaults or failures are remedied) which taken together constitute a material Default or failure),

(each a “**Notifiable Default**”)

the Supplier shall notify the Authority of the Notifiable Default as soon as practicable but in any event within 3 Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Agreement in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

F2A.2 Notification

- F2A.2.1 If:

- (a) the Supplier notifies the Authority pursuant to Clause F2A.1 that a Notifiable Default has occurred; or
- (b) the Authority notifies the Supplier that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Supplier has to rectify),

then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves a Termination Notice , the Supplier shall comply with the Rectification Plan Process.

- F2A.2.2 The “**Rectification Plan Process**” shall be as set out in Clauses F2A.3 (Submission of the draft Rectification Plan) to F2A.4 (Agreement of the Rectification Plan).

F2A.3 Submission of the draft Rectification Plan

F2A.3.1 The Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) after the original notification. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

F2A.3.2 The draft Rectification Plan shall set out:

- (a) full details of the Notifiable Default that has occurred, including a root cause analysis;
- (b) the actual or anticipated effect of the Notifiable Default; and
- (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).

F2A.3.3 The Supplier shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with the Dispute Resolution Procedure.

F2A.4 Agreement of the Rectification Plan

F2A.4.1 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;
- (c) will not prevent reoccurrence of the Notifiable Default; and/or
- (d) will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

F2A.4.2 The Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within 5 Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.

F2A.4.3 If the Authority consents to the Rectification Plan:

- (a) the Supplier shall immediately start work on the actions set out in the Rectification Plan; and

- (b) the Authority may no longer terminate this Agreement in whole or in part on the grounds of the relevant Notifiable Default;

save in the event of a Rectification Plan Failure or other Supplier Termination Event.

F2A.4.4 The Parties shall meet and discuss the Supplier's performance against any Rectification Plan at each quarterly governance session in accordance with Section 11, page 14 of Schedule 1 (the Specification).

F2A.5 Remedial Adviser

F2A.5.1 If:

- (a) any of the Intervention Trigger Events occur; or
- (b) the Authority reasonably believes that any of the Intervention Trigger Events are likely to occur,

(each an "**Intervention Cause**")

the Authority may give notice to the Supplier (an "**Intervention Notice**") giving reasonable details of the Intervention Cause and requiring:

- (aa) a meeting between the Authority Representative and the Supplier Representative to discuss the Intervention Cause; and/or
- (bb) the appointment as soon as practicable by the Supplier of a Remedial Adviser, as further described in this Clause F2A.5.

For the avoidance of doubt, if the Intervention Cause is also a Supplier Termination Event, the Authority has no obligation to exercise its rights under this Clause F2A.5.1 prior to or instead of exercising its right to terminate this Agreement.

F2A.5.2 If the Authority gives notice that it requires the appointment of a Remedial Adviser:

- (a) the Remedial Adviser shall be:
 - (i) a person selected by the Supplier and approved by the Authority; or
 - (ii) if none of the persons selected by the Supplier have been approved by the Authority (or no person has been selected by the Supplier) within 10 Working Days following the date on which the Intervention Notice is given, a person identified by the Authority;
- (b) the terms of engagement and start date agreed with the Remedial Adviser must be approved by the Authority; and
- (c) any right of the Authority to terminate this Agreement pursuant to Clause H2 (Termination by Default) for the occurrence of that Intervention Cause shall be suspended for 60 Working Days from (and including) the date of the Intervention Notice (or such other period as may be agreed between the Parties) (the "**Intervention Period**").

F2A.5.3 The Remedial Adviser's overall objective shall be to mitigate the effects of, and (to the extent capable of being remedied) to remedy, the Intervention Cause and to avoid the occurrence of similar circumstances in the future. In furtherance of this objective (but without diminishing the Supplier's responsibilities under this Agreement), the Parties agree that the Remedial Adviser may undertake any one or more of the following actions:

- (a) observe the conduct of and work alongside the Supplier Personnel to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the Intervention Cause;
- (b) gather any information the Remedial Adviser considers relevant in the furtherance of its objective;
- (c) write reports and provide information to the Authority in connection with the steps being taken by the Supplier to remedy the Intervention Cause;
- (d) make recommendations to the Authority and/or the Supplier as to how the Intervention Cause might be mitigated or avoided in the future; and/or
- (e) take any other steps that the Authority and/or the Remedial Adviser reasonably considers necessary or expedient in order to mitigate or rectify the Intervention Cause.

F2A.5.4 The Supplier shall:

- (a) work alongside, provide information to, co-operate in good faith with and adopt any reasonable methodology in providing the Services recommended by the Remedial Adviser;
- (b) ensure that the Remedial Adviser has all the access it may require in order to carry out its objective, including access to the Assets;
- (c) submit to such monitoring as the Authority and/or the Remedial Adviser considers reasonable and proportionate in respect of the Intervention Cause;
- (d) implement any reasonable recommendations made by the Remedial Adviser that have been approved by the Authority within the timescales given by the Remedial Adviser; and
- (e) not terminate the appointment of the Remedial Adviser prior to the end of the Intervention Period without the prior consent of the Authority (such consent not to be unreasonably withheld).

F2A.5.5 The Supplier shall be responsible for:

- (a) the costs of appointing, and the fees charged by, the Remedial Adviser; and
- (b) its own costs in connection with any action required by the Authority and/or the Remedial Adviser pursuant to this Clause F2A.5.

F2A.5.6 If the Supplier:

- (a) fails to perform any of the steps required by the Authority in an Intervention Notice; and/or
- (b) the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period,

(each a “**Remedial Adviser Failure**”)

the Authority shall be entitled to terminate this Agreement pursuant to Clause H2

F2A.6 Step-In Rights

F2A.6.1 On the occurrence of a Step-In Trigger Event, the Authority may serve notice on the Supplier (a “**Step-In Notice**”) that it will be taking action under this Clause F2A.6 (Step-in Rights), either itself or with the assistance of a third party (provided that the Supplier may require any third parties to comply with a confidentiality undertaking equivalent to Clause D4 (Confidentiality)). The Step-In Notice shall set out the following:

- (a) the action the Authority wishes to take and in particular the Services that it wishes to control (the “**Required Action**”);
- (b) the Step-In Trigger Event that has occurred and whether the Authority believes that the Required Action is due to the Supplier's Default;
- (c) the date on which it wishes to commence the Required Action;
- (d) the time period which it believes will be necessary for the Required Action;
- (e) whether the Authority will require access to the Supplier's premises and/or the Sites; and
- (f) to the extent practicable, the impact that the Authority anticipates the Required Action will have on the Supplier's obligations to provide the Services during the period that the Required Action is being taken.

F3.6.2 Following service of a Step-In Notice, the Authority shall:

- (a) take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
- (b) keep records of the Required Action taken and provide information about the Required Action to the Supplier;
- (c) co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to which the Authority is not assuming control; and
- (d) act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the Authority's rights under this Clause F2A.

- F2A.6.3 For so long as and to the extent that the Required Action is continuing, then:
- (a) the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;
 - (b) no Deductions shall be applicable in relation to Charges in respect of Services that are the subject of the Required Action and the provisions of Clause F3 shall apply to Deductions from Charges in respect of other Services; and
 - (c) the Authority shall pay to the Supplier the Charges after subtracting any applicable Deductions and the Authority's costs of taking the Required Action.
- F2A.6.4 If the Supplier demonstrates to the reasonable satisfaction of the Authority that the Required Action has resulted in:
- (a) the degradation of any Services not subject to the Required Action; or
 - (b) beyond that which would have been the case had the Authority not taken the Required Action, then the Supplier shall be entitled to an agreed adjustment of the Charges.
- F2A.6.5 Before ceasing to exercise its step-in rights under this Clause the Authority shall deliver a written notice to the Supplier (a **"Step-Out Notice"**), specifying:
- (a) the Required Action it has actually taken; and
 - (b) the date on which the Authority plans to end the Required Action (the **"Step-Out Date"**) subject to the Authority being satisfied with the Supplier's ability to resume the provision of the Services and the Supplier's plan developed in accordance with Clause F2A.6.6
- F2A.6.6 The Supplier shall, following receipt of a Step-Out Notice and not less than 20 Working Days prior to the Step-Out Date, develop for the Authority's approval a draft plan (a **"Step-Out Plan"**) relating to the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services satisfy the requirements of this Agreement.
- F2A.6.7 If the Authority does not approve the draft Step-Out Plan, the Authority shall inform the Supplier of its reasons for not approving it. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority's approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.
- F2A.6.8 The Supplier shall bear its own costs in connection with any step-in by the Authority under this Clause provided that the Authority shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Authority under:
- (a) limbs (c) or (d) of the definition of a Step-In Trigger Event; or

- (b) limbs (e) and (f) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Authority serving the Step-In Notice is identified as not being the result of the Supplier's Default).

F3 Transfer and Sub-Contracting

- F3.1 Except where both clauses F3.9 and F3.10 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Framework Agreement or any part of it without Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Framework Agreement does not relieve the Supplier of any of its obligations or duties under the Framework Agreement.
- F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Framework Agreement and obtain written confirmation from them that they will provide the Services fully in accordance with the Framework Agreement.
- F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause F5 (Audit). If any Sub-Contractor does not allow the Authority access to the records the Authority has no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.
- F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:
- (a) the Sub-Contract contains:
 - i) a right for the Supplier to terminate if the Sub-Contractor does not comply with its legal obligations in connection with Data Protection Legislation, environmental, social or labour law; and
 - ii) obligations no less onerous on the Sub-Contractor than those on the Supplier under the Framework Agreement in respect of data protection in clauses D1 and D2;
 - (b) the Sub-Contractor includes a provision having the same effect as set out in this clause F3.4 (a) in any Sub-Contract which it awards; and
 - (c) copies of each Sub-Contract are sent to the Authority immediately after their execution.
- F3.5 Unless Approved otherwise, if the total value of the Framework Agreement over the Term is, or is likely to be, in excess of £5,000,000, the Supplier shall, in respect of Sub-Contract opportunities arising during the Term from or in connection with the provision of the Services:
- (a) advertise on Contracts Finder those that have a value in excess of £25,000;
 - (b) within 90 days of awarding a Sub-Contract, update the notice on Contracts Finder with details of the Sub-Contractor;
 - (c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder and awarded during the Term;

- (d) provide reports on the information in clause F3.5 (c) to the Authority in the format and frequency reasonably specified by the Authority;
 - (e) promote Contracts Finder to its suppliers and encourage them to register on Contracts Finder; and
 - (f) ensure that each advertisement placed pursuant to F3.5 (a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.
- F3.6 The Supplier shall, at its own cost, supply to the Authority by the end of April each year for the previous Financial Year:
- (a) the total revenue received from the Authority pursuant to the Framework Agreement;
 - (b) the total value of all its Sub-Contracts;
 - (c) the total value of its Sub-Contracts with SMEs; and
 - (d) the total value of its Sub-Contracts with VCSEs.
- F3.7 The Authority may from time to time change the format and the content of the information required pursuant to clause F3.6.
- F3.8 If the Authority believes there are:
- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
 - (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.
- F3.9 Notwithstanding clause F3.1, the Supplier may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C1 (Payment and VAT)). Any assignment under 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 Framework Agreement in relation to the recovery of sums due but unpaid; and
 - (c) the Authority receiving notification under both clauses F3.10 and F3.11.
- F3.10 If the Supplier assigns the right to receive the Price under clause F3.9, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

- F3.11 The Supplier 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.
- F3.12 Clause C1 continues to apply in all other respects after the assignment and shall not be amended without Approval.
- F3.13 Subject to clause F3.14, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement 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 Supplier's obligations under the Framework Agreement.
- F3.14 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 Framework Agreement and the Framework Agreement shall bind and inure to the benefit of any successor body to the Authority.
- F3.15 If the rights and obligations under the Framework Agreement 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 H1 and H2 are available to the Supplier 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 Framework Agreement or any part thereof with the prior consent in writing of the Supplier.
- F3.16 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Framework Agreement. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Framework Agreement 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.
- F3.17 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 Framework Agreement.

F4 Change

- F4.1 After the Commencement Date, either Party may request a Change subject to the terms of this clause F4.
- F4.2 Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 3. The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the requested Change. If the receiving Party accepts the Change it shall confirm it in writing to the other Party.
- F4.3 If the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:
- (a) allow the Supplier to fulfil its obligations under the Framework Agreement without the Change; or
 - (b) terminate the Framework Agreement immediately.
- F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.
- F4.5 The Supplier is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.
- F4.6 Clauses F4.4 and F4.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

F5 Audit

- F5.1 The Supplier shall:
- (a) keep and maintain for 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 its compliance with, and discharge of its obligations under the Framework Agreement 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 representatives such access to those records and processes as may be requested by the Authority in connection with the Framework Agreement; and
 - (c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.
- F5.2 The Authority, acting by itself or through its duly authorised representatives and/or the National Audit Office, may, during the Term and for a period of 18 Months thereafter, assess compliance by the Supplier of the Supplier's obligations under the Framework Agreement, including to:
- (a) verify the accuracy of the Price and any other amounts payable by the Authority under the Framework Agreement;

- (b) verify the Open Book Data;
- (c) verify the Supplier's compliance with the Framework Agreement and applicable Law;
- (d) identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority has no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any guarantor or their ability to perform the Services;
- (f) obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
- (g) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (h) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (i) verify the accuracy and completeness of any management information or reports delivered or required by the Framework Agreement;
- (j) review the Supplier's compliance with the Authority's policies and standards; and/or
- (k) review the integrity, confidentiality and security of the Authority Data

and the Supplier (and its agents) shall permit 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 Authority (or those acting on its behalf) may reasonably require for the purposes of conducting such an audit.

F5.3 The Supplier (and its agents) shall permit 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 conducting a 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 Supplier shall provide such explanations as are reasonably required for these purposes.

F5.4 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services. The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.

F5.5 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under clause F5, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

G. LIABILITIES

G1 Liability, Indemnity and Insurance

- G1.1 Neither Party limits its liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - (d) any breach of clauses D1, D2 or D4 or Schedules 6 or 8; or
 - (e) any liability to the extent it cannot be limited or excluded by Law.
- G1.2 Subject to clauses G1.3 and G1.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Framework Agreement or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly by any act or omission of the Supplier.
- G1.3 Subject to clause G1.1 the Supplier's aggregate liability in respect of the Framework Agreement does not exceed 125% of the total advertised value.
- G1.4 Subject to clause G1.1 the Authority's aggregate liability in respect of the Framework Agreement does not exceed the Price payable in the previous calendar year of the Framework Agreement.
- G1.5 The Supplier is not responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Framework Agreement.
- G1.6 The Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise as a result of a Default by the Supplier:
- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - (b) any wasted expenditure or charges;
 - (c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Framework Agreement;
 - (d) any compensation or interest paid to a third party by the Authority; and

- (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

G1.7 Subject to clauses G1.1 and G1.6, neither Party is liable to the other for any:

- (a) loss of profits, turnover, business opportunities or damage to goodwill; or
- (b) indirect, special or consequential loss.

G1.8 Unless otherwise specified by the Authority, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Framework Agreement including:

- (a) if required by the Authority, appropriate, professional indemnity insurance in the sum of not less than £5,000,000 (five million pounds) for any advice given by the Supplier to the Authority;
- (b) cover for death or personal injury, loss of or damage to property or any other loss; and
- (c) employer's liability insurance in respect of Staff.

Such insurance policies shall be maintained for the duration of the Term and for a minimum of 6 years following the end of the Term.

G1.9 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.10 If the Supplier does not have and maintain the insurances required by the Framework Agreement, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Framework Agreement.

G1.12 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

G1.13 For the avoidance of doubt, nothing in this Clause G1 shall limit the Supplier's liability to a Customer under a Call-Off Contract.

G2 Warranties and Representations

G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform the Framework Agreement and that the Framework Agreement is executed by a duly authorised representative of the Supplier;
- (b) in entering the Framework Agreement, it has not committed any fraud;
- (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Framework Agreement 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 Framework Agreement;
- (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 Framework Agreement;
- (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 Supplier 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 Supplier'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 Framework Agreement;
- (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Framework Agreement:
 - 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 Framework Agreement;
- (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 Framework Agreement; 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 Supplier confirms that in entering into the Framework Agreement 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 Framework Agreement except those expressly set out in the Framework Agreement and the Supplier 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 Supplier 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 Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Framework Agreement, the Supplier 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 Supplier or any Staff.

H. DEFAULT, DISRUPTION AND TERMINATION

H1 Insolvency and Change of Control

H1.1 The Authority may terminate the Framework Agreement with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as

part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) any event similar to those listed in H1.1 (a)-(f) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Framework Agreement with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of section 2 of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 ("**Change of Control**"). The Authority may terminate the Framework

Agreement with immediate effect by notice and without compensation to the Supplier within 6 Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control

but is not permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Framework Agreement with immediate effect by notice and without compensation to the Supplier if the Supplier is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (c) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (e) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (f) any event similar to those listed in clauses H1.4 (a) to (e) occurs under the law of any other jurisdiction.

H1.5 The Authority may terminate the Framework Agreement with immediate effect by notice and without compensation to the Supplier if the Supplier is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;

- (c) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (d) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (e) a receiver, or similar officer is appointed over the whole or any part of its assets;
- (f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (g) any event similar to those listed in clauses H1.5 (a) to (f) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5 (a) are references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Default

H2.1 The Authority may terminate the Framework Agreement with immediate effect by notice if the Supplier commits a Default and:

- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Framework Agreement is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Framework Agreement with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 or to a Force Majeure Event.

H3 Termination on Notice

H3.1 The Authority may terminate the Framework Agreement at any time by giving 90 days notice to the Supplier.

H4 Other Grounds

H4.1 The Authority may terminate the Framework Agreement if:

- (a) the Framework Agreement has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Supplier was, at the time the Framework Agreement was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Framework Agreement; or
- (c) the Supplier has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

- H5.1 If the Authority terminates the Framework Agreement under clause H2 and makes other arrangements for the supply of the Services the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.
- H5.2 If the Framework Agreement is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Services supplied by the Supplier prior to termination and in accordance with the Framework Agreement but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.
- H5.3 If the Authority terminates the Framework Agreement under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Services supplied by the Supplier prior to termination and in accordance with the Framework Agreement but where the payment has yet to be made by the Authority.
- H5.4 Save as otherwise expressly provided in the Framework Agreement:
 - (a) termination or expiry of the Framework Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Framework Agreement prior to termination or expiration and nothing in the Framework Agreement prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
 - (b) termination of the Framework Agreement does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D2 (Data Protection and Privacy), D3 (Official Secrets Acts and Finance Act), D4 (Confidential Information), D5 (Freedom of Information), E1 (Intellectual Property Rights), F5 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), I12 (Governing Law and Jurisdiction) and paragraph 9 of Schedule 8.

H6 Disruption

- H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Framework Agreement it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Framework Agreement.
- H6.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Framework Agreement.
- H6.4 If the Supplier's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Framework Agreement may be terminated with immediate effect by the Authority.
- H6.5 If the Supplier is unable to deliver the Services owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

H7 Recovery

- H7.1 On termination of the Framework Agreement for any reason, the Supplier shall at its cost:
 - (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
 - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
 - (c) immediately vacate any Authority Premises occupied by the Supplier;
 - (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress; and
 - (e) 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 Supplier to conduct due diligence.
- H7.2 If the Supplier does not comply with clauses H7.1 (a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

- H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.
- H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.
- H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.
- H8.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H8.1.
- H8.5 The Supplier shall allow access to the Premises in the presence of an authorised representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.
- H8.6 If access is required to the Supplier's Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.7 The Supplier shall co-operate fully with the Authority during any handover at the end of the Framework Agreement. This co-operation includes allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H8.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H9 Exit Management

- H9.1 On termination of the Framework Agreement the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H9.2 to H9.5.
- H9.2 If the Authority requires a continuation of all or any of the Services on expiry or termination of the Framework Agreement, either by performing them itself or by

engaging a third party to perform them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

- H9.3 The following commercial approach shall apply to the transfer of the Services if the Supplier:
- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
 - (b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier's rates either set out in Schedule 2 or forming the basis for the Price.
- H9.4 When requested to do so by the Authority, the Supplier shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.
- H9.5 Within one Month of receiving the software licence information described in clause H9.4, the Authority shall notify the Supplier of the licences it wishes to be transferred and the Supplier shall provide for the approval of the Authority a plan for licence transfer.
- H9.6 The requirement is to provide an exit plan at the start of the contract, and the supplier should keep it up to date to submit annually.

H10 Knowledge Retention

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Framework Agreement and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

I GENERAL

I1 Dispute Resolution

- I1.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.
- I1.2 Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- I1.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.

- I1.4 The obligations of the Parties under the Framework Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Framework Agreement at all times.
- I1.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
 - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
 - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Framework Agreement without the prior written consent of both Parties; and
 - (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I1.6.
- I1.6 Subject to clause I1.2, the Parties shall not start court proceedings until the procedures set out in clauses I1.1 and I1.3 have been completed save that:
- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7;
 - (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7; and

- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I1.7, to which the Authority may consent as it sees fit.

I1.7 If any arbitration proceedings are commenced pursuant to clause I1.6:

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I1.7 (b) shall be applied and are deemed to be incorporated by reference to the Framework Agreement and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I1.7 (a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

I2 Force Majeure

I2.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Framework Agreement 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 Supplier in performing its obligations under the Framework Agreement which results from a failure or delay by an agent, Sub-Contractor or supplier is regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

I2.2 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.

I2.3 If the Supplier 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 Supplier 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 Framework Agreement.
- 12.4 Subject to clause 12.5, 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 Supplier 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 Framework Agreement, then during the continuance of the Force Majeure Event:
 - i) the other Party is not entitled to exercise its rights to terminate the Framework Agreement in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - ii) neither Party is liable for any Default arising as a result of such failure;
 - (b) the Supplier fails to perform its obligations in accordance with the Framework Agreement 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 Framework Agreement 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 Framework Agreement.
- 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 Framework Agreement and is not dependent on the serving of a notice under clause 12.7.

I3 Notices and Communications

- 13.1 Subject to clause 13.3, where the Framework Agreement states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.
- 13.2 If it is not returned as undelivered a notice served in:
 - (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and

- (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

I3.3 Notices pursuant to clauses I1, I2 or I7 or to terminate the Framework Agreement or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

I3.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Framework Agreement:

- (a) For the Authority:

Contact Name: Helena Agus

Address: 5 Wellington Place, Leeds, LS1 4AP and

Email: Helena.Agus@justice.gov.uk

- (b) For the Supplier:

Contact Name: **Forensic Psychological Consultants LTD**

Address: 76 Bridgford Road, West Bridgford, Nottingham , England, NG2 6AX
and

Email: im.trevethick@fpconsultants.co.uk
kim.trevethick@forensicpsych.cjsm.net

I4 Conflicts of Interest

I4.1 The Supplier shall take appropriate steps to ensure that neither the Supplier 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 Supplier and the duties owed to the Authority under the Framework Agreement.

I4.1A The Supplier shall carry out conflict of interest checks on an ongoing basis. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.

I4.2 The Authority may terminate the Framework Agreement immediately by notice and/or take or require the Supplier 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 Supplier and the duties owed to the Authority under the Framework Agreement. The actions of the Authority pursuant to this clause I4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

I5 Rights of Third Parties

- I5.1 Clauses B10.5 and E1.3 confer benefits on persons named in them (together “**Third Party Provisions**” and each person a “**Third Party Beneficiary**”) other than the Parties and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 (“**CRTPA**”).
- I5.2 Subject to clause I5.1, a person who is not a Party has no right under the CRTPA to enforce the Framework Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- I5.3 No Third-Party Beneficiary may enforce or take steps to enforce any Third-Party Provision without Approval.
- I5.4 Any amendments to the Framework Agreement may be made by the Parties without the consent of any Third-Party Beneficiary.

I6 Remedies Cumulative

Except as expressly provided in the Framework Agreement all remedies available to either Party for breach of the Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

I7 Waiver

- I7.1 The failure of either Party to insist upon strict performance of any provision of the Framework Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Framework Agreement.
- I7.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause I3 (Notices and Communications).
- I7.3 A waiver of any right or remedy arising from a breach of the Framework Agreement does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Framework Agreement.

I8 Severability

If any part of the Framework Agreement which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Framework Agreement shall continue in full effect as if the Framework Agreement had been executed with the invalid, illegal or unenforceable part eliminated.

I9 Entire Agreement

The Framework Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Framework Agreement supersedes all

prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

I10 Change in Law

I10.1 The Supplier is neither relieved of its obligations to supply the Services in accordance with the terms and conditions of the Framework Agreement nor entitled to an increase in the Price as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

I10.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause I10.1(b)), the Supplier shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:
 - (i) Change is required to the Services, the Price or the Framework Agreement; and
 - (ii) relief from compliance with the Supplier's obligations is required; and
- (b) provide the Authority with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; and
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services.

I10.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause I10.1(b)) shall be implemented in accordance with clause F4.

I11 Counterparts

The Framework Agreement may be executed in counterparts, each of which when executed and delivered constitute an original but all counterparts together constitute one and the same instrument.

I12 Governing Law and Jurisdiction

Subject to clause I1 (Dispute Resolution) the Framework Agreement, 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 Supplier 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 1 – SPECIFICATION

1. General

This Schedule 1 sets out the Services provided by the Supplier and provides a description of what each Service entails.

The Services

Description of the Services

Description of Deliverables

Quality Standards

Authority Requirements

Premises

Acceptance criteria

Timetable & Milestones

Key Personnel

Reporting

Definitions

CCMD	Commercial and Contract Management Directorate
CCG	Custodial Contracts Group (HMPPS group responsible for managing the Contract with the Framework Suppliers)
COM	Community Offender Manager, the individual responsible for the case in the community
Commissioning Authority	The authority responsible for delivering of the commissioning process and requesting the service
Contract Delivery Pack	A series of documents containing, mandatory forms and methods to carry out the service delivery for LOT1, LOT2 and LOT3
Clinical Difference Resolution Process	Clinical difference resolution process can be found in the Contract Delivery Pack
Clinical Framework Lead	Psychologist Lead within PSG who provides advice & guidance on clinical issues
FW	Framework
FWL	Framework Lead. The person responsible at region for the clinical aspects of the framework.
GDPR	General Data Processing Regulations
HMPPS	Her Majesty's Prison and Probation Service
HSP	Healthy Sex Programme
ITT	Invitation to Tender
MAPPA	Multi-agency public protection arrangements
MoJ	Ministry of Justice
NSR	Notification of Service Request, meaning the order form for LOT1, LOT2 and LOT3
NSR1	Initial Order Form detailing the requirements being commissioned including anonymised information about cases and key deadlines.
NSR2 & NSR2(a)	NSR 2; A descriptive order form detailing a broader scope of offender details and Authority requirements NSR2 (a) A descriptive order form detailing a broader scope of offender details and Authority requirements for addendum reports
Ordering Process	The way in which PSG record the commissioning of work and services requested through use of the NSR1, NSR2 and NSR2(a)

OGD	Other Government Departments
PO	Purchase Order
POM	Prison Offender Manager. The Individual who looks after the case in the prison (or the COM)
PPCS	Public Protection Casework Section
PRA	Psychology Risk Assessment
Practitioner	Practitioner is the professional person that is employed to carry out Intervention services. The individual can be self-employed or work for a Supplier
PSG	Psychology Services Group (HMPPS)
PSG Framework lead	A senior leader responsible for determining and authorising the service requirements for the Framework of Contracts
PSG Clinical Framework Lead	A clinical lead within PSG who provides advice and guidance on clinical issues
PSG Regional Lead Psychologist	Psychologist within each of the PSG regions responsible for identifying and addressing delivery issues within that region
Registered Psychologists	Anyone with the qualifications and registration to carry out services under the Protected title of a Psychologist
Report Authors	Registered Forensic Psychologists that carry out the report writing (LOT1). The Report Author works for the Supplier or works for themselves on a self-employed basis.
ROTL's	Released on temporary licence.
Security Talks	A standard requirement in all HMPPS Prisons to attend an organised session with HMPPS Security representatives for education on essential Security process and considerations when in Custodial Environments.
SLA's	Service Level Agreement
SME	Small Medium Sized Enterprise
Supplier	The Supplier is the company that the contract is set up with. The report author or practitioner works for the Supplier.
TUPE	Transfer of Undertakings Protection of Employment
UK	United Kingdom

1. Background

1.1 Introduction to Her Majesty's Prison and Probation Service (HMPPS)

- 1.1.1** Her Majesty's Prison and Probation Service (HMPPS) is here to prevent victims by changing lives.
- 1.1.2** We work with our partners to carry out the sentences given by the courts, either in custody or the community.
- 1.1.3** We reduce reoffending by rehabilitating the people in our care through education and employment.
- 1.1.4** The agency is made up of Her Majesty's Prison Service, the Probation Service and a headquarters focussed on creating tools and learning.
- 1.1.5** Within England and Wales, HMPPS is responsible for:
 - Running prison and probation services
 - Rehabilitation services for people in our care leaving prison
 - Making sure support is available to stop people reoffending
 - Contract managing private sector prisons and services
- 1.1.6** HMPPS delivers the government's vision and investment to make prisons places of safety and reform and to ensure probation services support the rehabilitation of offenders while protecting the public.
- 1.1.7** We provide safe and supportive environments, where people work through the reasons that caused them to offend and prepare for a more positive future.

1.2 Introduction to Psychology Service Group in HMPPS

- 1.2** Psychology Services Group (PSG) is responsible for delivering Psychology Services across the HMPPS estate; whether that be direct delivery, consultancy support, research or training, we do this with PRIDE.
- 1.3** Our vision is to deliver our services with PRIDE; we will commit to working: Professionally, Responsively, with Integrity and Decency and by being Evidence led.
 - **Professionally:** develop and deliver a highly professional, flexible, needs led Psychology Service across HMPPS
 - **Responsively:** Provide a flexible and dynamic service, that is responsive to changing priorities, ensuring our staff have the required skills and opportunity to deliver
 - **Integrity:** Provide honest and uncompromising adherence to strong moral and ethical principles and values
 - **Decency:** Operate in line with MoJ values promoting decency and inclusivity, to allow both staff and those under our care to expand and fulfil their full potential
 - **Evidence led:** Ensure our work is ethical, defensible and informed by the most recent evidence available.

2. Overview of the Scope

- 1) Forensic Psychological Risk Assessments
- 2) Specialist Psychological Interventions
- 3) Supervision of Forensic Psychologists in Training

2.1 Forensic Psychological Risk Assessment Report Service Background (LOT 1)

- 2.1.1** HMPPS require the services of suitably qualified and experienced Forensic Psychologists (or Clinical Psychologists with substantial experience in forensic settings) to provide risk assessment services for offenders. Services will be required on both a regular and ad-hoc basis to support work usually undertaken by HMPPS staff
- 2.1.2** Forensic Psychology services are provided throughout HMPPS in both custody and community. High priority work is providing Forensic Psychological assessments & reports for the purposes of risk management.
- 2.1.3** The demand for risk assessments is variable and can sometimes outstrip the HMPPS Psychology Service Group (PSG) ability to deliver within timescales required.
- 2.1.4** The Supplier will be required to deliver forensic psychological risk report services commissioned by HMPPS Psychology Service Group. The Supplier will take instructions on the requirements for the risk assessment. These must meet standards set by the process relevant to the type of report (e.g. Parole Board, MAPPA, internal guidance documents).

2.2 Specialist Psychological Interventions Background (LOT 2)

- 2.2.1** An important element of Psychology Services Group's contribution to rehabilitation of those in our care is the provision of evidence led interventions to address offending behaviour.
- 2.2.2** Across the HMPPS estate a number of group and individual interventions are delivered and overseen by Registered Psychologists.
- 2.2.3** These are accredited by the CSAAP (Correctional Services Advice & Accreditation Panel) and therefore are bound by carefully constructed accreditation standards.
- 2.2.4** In addition, on occasion there is a requirement to deliver a bespoke individual psychological intervention.

2.3 Supervision of Forensic Psychologists in Training Background (LOT 3)

- 2.3.1** Psychology Services Group is committed to developing our workforce to maintain a high proportion of Registered Psychologists (forensic) within our staff group.
- 2.3.2** Every team contains a number of Forensic Psychologist in Training posts to ensure succession planning is a fluid process.
- 2.3.3** At present those on a qualification route are enrolled on either the Cardiff Post Graduate Diploma Forensic Psychology Practitioner Programme or the British Psychological Society (BPS) Qualification in Forensic Psychology (Stage 2).
- 2.3.4** Supervision is a mandatory requirement for those in training and best practice for all Registered Psychologists.
- 2.3.5** The demand for supervision services is variable and may outstrip the capacity of directly employed Registered Psychologists due to a range of factors.
- 2.3.6** This contract aims to support the workforce development and enable staff in training to progress at an appropriate pace.

3. General Requirements (HMPPS)

3.1 Guidance on the tender

- 3.1.1** Suppliers are invited to submit a BID for any combination of the LOTS.
The Authority asks the Supplier to be mindful to the fact that if multiple LOTS are awarded that the Supplier has the capacity to deliver the work.
- 3.1.2** Suppliers must familiarise themselves with the content of the attachments 3.2, 3.3 and 3.4 and always adhere to the requirements.

3.2 Eligibility Requirements to be on the Framework



Eligibility
Requirements - (HMP)

3.3 General Practice Requirements



General Practice
Requirements (HMPPS)

3.4 Diversity and Inclusion



Diversity and
Inclusion (HMPPS) All

4. Geographical Coverage

- 4.1** Provision will be delivered nationally across HMPPS Public Sector settings primarily in Prisons at the point of writing the Specification.
- 4.2** The Authority is seeking to appoint Suppliers to a national Framework Agreement.
- 4.3** There shall be no geographical restriction on which call-off contracts Suppliers may bid for although they shall be required to provide an indication of their geographical coverage in their tender and on an annual basis thereafter to enable business planning by HMPPS.
- 4.4** A list of the geographical prison clusters can be found in the Contract Delivery Pack. HSP is delivered within specific sites as shown in the Interventions Lot 2.

5. Commitment to work in HMPPS Environments

- 5.1** All Suppliers must ensure that the Practitioners who are delivering work, are eligible to undertake the work with the individual and in the required environment. As detailed in the Eligibility requirements document section 3.2 of this specification
- 5.2** This includes routinely checking, maintaining evidence and providing assurance to the Authority ensuring the necessary and often varying security requirements of individual sites is considered and understood prior to bidding and allocation.
- 5.3** Delivery Milestone 1: For all lots this must remain an ongoing process throughout the life of the contract. Suppliers must provide an up to date copy of the Eligibility Database to the Authority as part of the Quarterly Performance Report. Failure to do so will temporarily inhibit the Supplier from bidding for work until the required documentation is received.

This must include (but is not limited to):

- The professional Qualifications/Registrations listed in the General Practice Requirements section of the Specification.
- DBS and Vetting Security Clearance information for all associates / employees working on the Framework
- Conflict of Interest Information
- Dates of Security talks should be recorded and any requirements for the renewals of training should be accounted for and demonstrated as scheduled

- 5.4** In the event a Report Author has been allocated work and records show they are not eligible, commencement of activity on the report will not be permitted.
- 5.5** Pending investigation, reallocation of the work may be required in accordance with the Reallocation Procedure.
- 5.6** They should also complete IA mandatory training as required for all HMPPS & contractors

- 5.7** All Suppliers and Practitioners must ensure that they are fully conversant of and adhere to the requirements and processes set out in the Conflict of Interest section of the Specification.
- 5.8** The Authority's seeks to maintain high standards, continuous improvement where possible and ensure consistency of service provision from both internal and external resources. Suppliers should expect that this will extend to capturing the views and experience of various end user stakeholders of this Contract, including but not limited to Prisoners and the Parole Board.
- 5.9** The Authority recognises its obligations relating to supporting Suppliers, through the most appropriate means, to maximise their performance and well-being, whilst delivering the service. There will be onboarding session at the start of the contract (most likely virtual) where each supplier will be invited to an orientation session
- 5.10** Once the supplier has received their award decision HMPPS will contact the supplier to arrange the onboarding session.

6. Bidding for work

- 6.1** In order to forecast and understand demand, ensure the contract is effective and value for money is achieved, some guarantees need to be in place.
- 6.2** We ask at tender stage for the Suppliers intentions to commit to a minimum level of bids for work over a 12-month period.
- 6.3** The Suppliers bidding intention will not be scored or evaluated at tender stage.
- 6.4** Suppliers intention will be reviewed quarterly, if necessary, a rectification plan will be expected detailing what can be done by the Supplier to increase participation on the framework, if the bidding activity is below Supplier's initial intention.
- 6.5** Suppliers may be removed from the framework if no bids are placed for any of the LOTS annually and not due to the fault of the Authority (i.e availability of bids in the areas covered by a Supplier)
- 6.6** Where a Supplier considers there to be mitigating circumstances inhibiting their performance, these should be raised with the Authority in line with the Contract Review section of the Contract.

7. Reallocation of work

- 7.1** Work is considered "awarded" to a Supplier at the point when the CCMD confirmation email is sent to the Supplier notifying them that the bid or work has been won.
- 7.2** Once "awarded" it is the Supplier's legal obligation to complete the work.
- 7.3** There are various circumstances where the Authority will reserve their rights to take back work from a Supplier and reallocate it in whatever way is appropriate to that circumstance. The work will either be reallocated to the second bidder (if there was one) or taken back in house.
- 7.4** These instances include:
 - i. The Supplier has not met the eligibility requirements (section 3.2 of specification)

- ii. The Supplier has not met the delivery key milestone.
- iii. Report related cases might for example be part of a bulk bid where post award, the information provided in an NSR2 relating to the specific individual and reporting requirements results in both the originally designated Report Author being unable to complete the work, and the Supplier being unable to re-allocate the work to another Report Author within their company. Work already completed will be paid for accordingly
- iv. Where HMPPS are investigating Supplier/Practitioner delivery of the Services in response to either breach of obligation or quality concerns
- v. HMPPS policy decision; instances may arise which mean that in line with broader HMPPS policy considerations work originally assigned to a Supplier on the Framework may need instead to be completed internally within HMPPS. In the event this is necessary, the Supplier will be notified of the requirement to do this, but not necessarily the reasons, and any work which is evidenced by the Supplier to have been completed will be paid for in accordance with the Proportionate Payments Table. Any insurmountable conflict of interest.
- vi. If the Authority do not receive a delivery schedule within 5 working days of receipt of the successful bid award (LOT2 & LOT3)

8. Quality Assurance

- 8.1** From the perspective of the Authority, the Quality Assurance Process is designed to ensure the submitted product meets the work sought via the NSR process. The Sections of the Contract Delivery Pack relating to each Lot contain the forms and processes to be used by the Authority and Supplier when products are submitted for approval (or to monitor quality in ongoing services such as supervision).
- 8.2** Quality Assurance requirements are set in the Quality Assurance Schedule of this Contract. All Suppliers/Practitioners must ensure they are fully aware of and compliant with these requirements when completing the work for HMPPS.
- 8.3** Suppliers must ensure that they have an internal Quality Assurance process. This process must include but not be limited to the minimum requirements listed in the Supplier QA Process section of the Quality Assurance Schedule within the Contract
- 8.4** Suppliers must ensure that they can evidence and report on Quality Assurance activity when required.
- 8.5** Suppliers will provide details of their Quality Assurance processes as part of the Tender and ensure that these processes will be maintained throughout the lifespan of the contract.

9. Conflicts of Interest

- 9.1** The Supplier shall carry out conflict of interest checks on an ongoing basis and take all reasonable steps to remove or avoid the cause of any conflict of interest.
- 9.2** The Practitioner should be sensitive to the public's view that the conflict could prevent you from carrying out your duties fairly or that you may be suspected of improper behaviour.
- 9.3** The table below refers to any Practitioner working on the framework. The table refers to the actions required for identified conflict of interest. Next steps to fulfil the bid should be negotiated with the region and the Supplier.

Conflict	Remedy
Charged with criminal offence	Report to National Lead & suspended from Framework until outcome of criminal charge is known then actions according to that outcome
Close associate (family / friend) in prison or become aware of an associate being in prison (e.g. old school friend who isn't currently a friend but might know your circumstances or history)	Report to Regional Lead for them to submit a Corruption Prevention report. Psychologist or Practitioner not to take any work for the prison where their associate is offender
Previously delivered intervention to offender OR previously written a PRA for solicitor OR previously written psych report in different context (e.g. family court)	Report to Regional Lead & cannot take that PRA
Previously written PRA & now supervising trainee delivering PRA or intervention	Discuss with regional lead to determine proportionate response or alternative supervisor for that piece of work
Previously written PRA & now delivering intervention (e.g. HSP)	Discuss with regional lead to determine proportionate response.
Currently working on a case via a solicitor & become aware the trainee they are supervising is working on the same case	Must report to Regional Lead (or co-ordinating supervisor if providing designated supervision) and find alternative supervisor for that case if continuing with case via a solicitor.
Personal relationship with trainee outside of work (e.g. friends or family)	Must not provide supervision for any element of the trainee's work.
Working as Academic Supervisor (Cardiff qualification route) or Identified Supervisor (BPS route) and bid for supervision tasks for the same trainee (e.g. bidding for designated supervision of reports)	Must report to Regional Lead & not provide designated supervision to that trainee.

10. Standards, Key Performance Indicators and Delivery Milestones.

10.1 Standards: The Supplier shall provide the services in accordance with the standards detailed for each lot they deliver work for in this agreement

10.2 Key Performance Indicators: The Supplier shall accurately, and on time, report their performance against the Key Performance Indicators in the Contract Review Schedule of the Contract.

10.3 Delivery Milestones: Two Delivery Milestones are required by this Specification. The first applies to all Lots, the second just to Lot 1. The Supplier will ensure that they meet and report on these milestones as required. Failure to do so will be considered Default and necessary remedial action taken. These Delivery Milestones are:

10.3.1 Milestone 1 (All Lots) Eligibility to work in Custodial Environments (see paragraph 5.3)

10.3.2 Milestone 2 (Lot 1 only): Supplier Allocation of work to Report Author (see

section 18)

11. Governance

- 11.1** If the Supplier has more than one member of staff then they shall provide the Authority with a named Account Manager to ensure that all the requirements of the Framework Agreement and Call-Off terms are met.
- 11.2** Regular Contract Review meetings shall take place virtually or in person. It is anticipated that the frequency of the review meetings shall be quarterly.
- 11.3** The Authority and Supplier shall be flexible about the timings of these meetings.
- 11.4** The purpose of the review meetings shall be to review the Supplier's performance.
- 11.5** The agenda for each review meeting shall be set by the Authority and communicated to the Supplier in advance of that meeting, allowing for relevant additions by the Supplier.
- 11.6** Further meetings may be required as appropriate to discuss specific matters, the timings of which shall be mutually agreed by the Supplier and The Authority.
- 11.7** All Governance requirements are detailed within the Governance Schedule of the Contract
- 11.8** The Supplier shall always act to maintain the reputation of The Authority.
- 11.9** All written communication from the Supplier shall be clear, courteous and identify the appropriate contact for The Authority;

- (MoJ) Commercial and Contract: Helena Agus: Helena.agus@justice.gov.uk
- Weekly Bid Queries: MoJProcurement.Off@justice.gov.uk
- (HMPPS) Operational Contracts Manager: Sarah.Mockett@justice.gov.uk
- (PSG) National Business Hub : NationalPsychologyService@justice.gov.uk

12. Management Information and Reports

- 12.1** The Supplier shall provide timely, full, accurate and complete management information to the Authority which incorporates the data, in the correct format, required by the MI Reporting Templates.
- 12.2** The MI Reporting Templates at the time of delivering the specification are under development. They will be shared with all Suppliers before the contract start date.
- 12.3** The Supplier shall provide to the Authority promptly and upon request, reports of an ad hoc nature which may be required for financial or risk management purposes.

12.4 Quarterly Performance Reports

12.4.1 The Supplier shall provide, within 7 working days of the last day of each quarter, in line with the requirements detailed in the Contract Review Schedule:

12.4.1.1 KPI Performance Report

12.4.1.2 Any foreseen risks/issues with capacity or ability to deliver work

12.4.1.3 Milestone 1 Submission: An up to date copy of the Eligibility Database.

12.5 Annual Reporting

12.5.1 The Supplier shall provide by the last working day in June each year, an annual report containing the following but not limited to:

- Exit Plan
- Business Continuity and Disaster Recovery plan
- QA Policy

12.5.2 If any of the items requested on the annual reporting do not change then written confirmation to confirm no changes is required.

13 Payment Model

13.1 The Supplier will supply a rate card for the delivery of specific services and products as part of their tender.

13.2 The rate card will be fixed for the first 12 months of the Framework agreement. These prices may not be increased during this time although Suppliers may reduce their prices as part of the call-off process.

13.3 The Authority appreciates that Lot 2 prices will vary depending on the commissioned work

13.4 Supplier may submit costs up to 25% over their rate card to account for unexpected events in unique cases. However, this shall be supported by a full justification that will require approval from the Authority

13.5 Supplier can also submit a Central London rate card at tender stage. This will not be scored as part of the tender evaluation.

13.6 After the first 12 months, a Supplier may request a variation to the rate card once in any 12-month rolling period through the Contract Change process outlined in the Framework Agreement.

13.7 The cost of each service will be inclusive of all travel and subsistence expenses and travel time. These costs will not be paid separately.

13.8 The cost of each service shall include all work deemed necessary to the case. The Authority will only consider additional costs where additional services are deemed to be necessary once work has already started, or the case is particularly unique and additional work is deemed to be required from the outset

13.9 Any additional work must be approved using the Additional Work Approval process before it commences.

14 Security

- 14.1 The Supplier shall be responsible for ensuring that its staff are fully aware of, and comply with, the security requirements in the Framework Agreement.
- 14.2 The Supplier shall be responsible for undertaking the Security Clearance requirements for staff and Practitioners assigned to this Framework Agreement, and ensuring they remain valid for the duration of the agreement.
- 14.3 Suppliers shall be responsible for bearing the costs of meeting this requirement.
- 14.4 The Supplier will make provision with the HMPPS Psychology Team for staff and Practitioners to have any training required for entry into a site. They must abide by the security requirements of the Authority and shall be refreshed in any training upon request by the Authority.

15 Insurance

- 15.1 The Supplier and Practitioners must hold personal indemnity insurance at a minimum of £1,000,000 and provide the Authority with written evidence of this.

16 Information Assurance

- 16.1 The Government is taking steps to further reduce the levels of cyber security risk in its supply chain. In consultation with industry, Government has developed the Cyber Essentials Scheme (referred to throughout this document as Cyber Essentials).
- 16.2 Suppliers require a minimum of Cyber Essentials irrelevant of the size of organisation, and the Contracting Authority expect its adoption.
- 16.3 Cyber Essentials defines a set of controls which, when properly implemented, will provide organisations with basic protection from the most prevalent forms of threat coming from the internet.
- 16.4 Cyber Essentials covers the basics of cyber security in an organisation's enterprise or corporate IT system.
- 16.5 There are two levels of certification: Cyber Essentials and Cyber Essentials Plus. Cyber Essentials Plus is more rigorous as it requires vulnerability tests to be performed as part of the certification.
- 16.6 It is **mandatory** for Suppliers to demonstrate that they meet the technical requirements prescribed by Cyber Essentials whilst on the Framework featuring any of the following characteristics:
 - I. Where personal information of citizens, such as home addresses, bank details, or payment information is handled by a Supplier.
 - II. Where personal information of Government employees, Ministers and Special Advisors such as payroll, travel booking or expenses information is handled by a Supplier.

- III. Where ICT systems and services are supplied which are designed to store, or process, data at the OFFICIAL level of the Government Protective Marking scheme.

- 16.7** The Authority will not bear any costs for the Supplier or its Practitioners to achieve Cyber essentials certification.
- 16.8** Non-compliance to Cyber Essentials may result in vulnerability to internet threats, which could lead to a breach of confidentiality requirements.
- 16.9** Further information on Cyber Security for businesses can be found here: <https://www.ncsc.gov.uk/cyberessentials>
- 16.10** In addition to Suppliers ensuring they have Cyber Essentials, Suppliers must outline how they intend to comply with Information Security requirements within their Information Security Management Plan and agree to the Security Operating Procedures (SyOps). Templates are included in the Contract Delivery Pack.
- 16.11** All Suppliers and Practitioners must have an approved CJSN account and HMPPS approved USB stick for processing and storing any HMPPS data or information.
- 16.12** Arrangements should be regularly reviewed and updated as required throughout the lifespan of the Contract.
- 16.13** Cyber Essentials falls under Theme 2 Tackling Economic Inequality as part of the Government's Social Value Policy. Growing and diversifying supply chain opportunities is at the heart of government's Industrial and Civil Society Strategies. An economy with diverse, resilient and innovative supply markets is a cornerstone of prosperity. It provides the best environment to start and grow a business.
- 16.14** This Contract therefore has a KPI to measure the delivery of the number of companies in the supply chain under the contract with a current Cyber Essentials.

17 Specific Lot Requirements

17.1 LOT 1: Risk Assessment

17.1.1 A process map for delivery of risk assessment is contained in the contract delivery pack.

17.2 Bidding for work

Frequency	<ul style="list-style-type: none">• These can take the form of Bulk Bids or Individual Cases, may be well in advance of a deadline or needed quite quickly.• Bids are advertised on a weekly basis
Method	<ul style="list-style-type: none">• An initial order form (Notice of Service Requirements 1 – NSR1) will be sent out indicating basic information about the reports required (Volumes, geographical locations, scope of “considerations”)• Sent out by email from MoJ Procurement to Supplier CJSM accounts• Suppliers have up to 7 calendar days to submit bids against the Requirements via cjsm email to MoJ Procurement• Suppliers are notified whether they have been successful or unsuccessful on each bid as swiftly as practicable.
Volume	<ul style="list-style-type: none">• Single reports or multiple, by region and the range can vary between around 70 and 230 per month across England and Wales.
Pricing	<ul style="list-style-type: none">• Suppliers are expected to submit their proposed costs against the weekly bid. Prices should not exceed their individual rate cards submitted at tender stage
Requirements in detail	<ul style="list-style-type: none">• Following bid award the Supplier will receive a more descriptive order form detailing a broader scope of offender details and Authority requirements (Notice of Service Requirements form 2 - NSR2)
Timeframe for completion of work	<ul style="list-style-type: none">• Completion of the core risk assessment will be expected on average within 12 weeks, however deadlines will be specified within the initial bid paperwork.• Deadlines for addendum and joint reports maybe shorter than this. Failure to complete within this timeframe will result in the potential for re-allocation.• Suppliers will be required to monitor their ongoing caseloads and provide assurance to the Authority that they are on schedule to

	<p>complete work in line with the delivery milestone 1 and prevent operational disruption.</p> <ul style="list-style-type: none"> • In the event of a Supplier not meeting the requirement of the cases, they will be asked to provide the Authority with a Rectification Plan in line with process identified in the Contract.
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17.3 Standards for Delivery of the Services of Lot 1:

17.3.1 For the Report Author:

- 17.3.1.1** Report Authors must adhere to the requirements listed in this section and remain conversant with the most recent HMPPS Policy Framework for Psychological Reports to ensure that Service Delivery through the Framework remains as consistent as possible with internal provision.
- 17.3.1.2** Report Authors will carry out risk assessments and compile reports as commissioned on behalf of the Secretary of State, who is the primary client, to contribute to the management of risk to the public.
- 17.3.1.3** Report Authors delivering the risk assessment will be registered with the Health and Care Profession's Council (HCPC) as either a Forensic Psychologists (or Clinical Psychologists who have been specifically approved to join this Framework by the National Lead) for no less than two years.
- 17.3.1.4** Report Authors must be sufficiently trained in the use of the psychological tools they use for clinical application in a forensic setting. These will be in accordance with the standards required in the tool manual and with BPS standards in the use of psychological tests in a forensic setting.
- 17.3.1.5** Report Authors must be conversant with and practice in accordance with the BPS Standards for Forensic Testing. Where formal training or registration becomes a requirement, Report Authors must be able to demonstrate that this is in place and notify the National Psychology Service FMB as appropriate.

17.3.2 For the Risk Assessment:

- 17.3.2.1** Report Authors completing the risk assessment and report must finish the process appropriately and make themselves available for the Oral Hearing (as required by the Parole Board), or other formal setting (e.g. MAPPA Meeting).
- 17.3.2.2** It is the responsibility of the Report Author to ensure they are using the most up to date version of tools and adhere to the latest Government legislation around their use (e.g. data on overseas servers) because they are regularly updated
- 17.3.2.3** All reports must be written in line with the requirements of the Authority and the process must include (but is not limited to) the following information:
- Full Informed consent given by the person being assessed
 - Use of at least 1 HMPPS approved Structured Professional Judgement Risk assessment tool (SPJ). A formal Worksheet must be used for every SPJ (found within the Manual for the tool) and these worksheets must form

part of the data returned to the Authority after completion of the report and Formal hearing.

- Consideration of the impact of the environment, process and power dynamic in conclusions
- Consideration given of all potential issues relating to diversity in both how the assessment is conducted, and the conclusions drawn from it
- Sufficient time given to the tasks required
- Ensure the wellbeing of the person being assessed has been considered, at all stages and they have been reasonably supported.

17.3.2.4 All reports should be produced in adherence with the Authority's Requirements. Where the Report Author considers the requirements or tools are not appropriate, they must seek advice from the HMPPS PSG Framework Lead and make alternative suggestions.

17.3.2.5 If these are not accepted by the Parole Board or other relevant body, the report could be considered for reallocation.

17.3.2.6 Report Authors can reference in their reports differing views of other professionals. However, these references must be relevant to the case, based on accuracy, and presented with professional respect.

17.3.2.7 Report Authors are responsible for ensuring the information they provide is accurate in accordance with the files and information to which they have had access during the risk assessment process

17.3.2.8 All reports must be completed objectively and within the HCPC Standards of Proficiency.

17.3.2.9 The Authority reserves the right to review and amend these standards as required and dependent on the extent of the changes, implementation may be required immediately to keep the service provision consistent with HMPPS internally

17.3.2.10 Specific details relating to Change are detailed within the [x section] of the contract

17.3.3 For the Process:

17.3.3.1 Where successful delivery in line with the requirements in this section is not possible, the Authority reserve the right to cease and re-allocate work.

17.3.3.2 Where a report is no longer needed the Supplier will be given as much notice as possible.

17.3.3.3 Where some activity has already been done, but the full report is not actually required, the Supplier may charge for the work completed, up to 80% of the total cost.

17.3.3.4 In the event this is necessary the Supplier will be required to provide evidence of work undertaken to support the claim for payment.

Proportionate Payments Tables

Stage of work completed – Full Report	Proportion payable
Stage 1: Collateral review	Up to 30% of total cost
Stage 2 & 3: Informed consent/interviewing the offender	Up to 60% of total cost

Stage 4 & 5: Production of Risk Assessment Report	Up to 80% of total cost
Parole Board Oral Hearing cancelled when more than 72 hours notice is given but less than 5 working days is provided	Up to 50% of total cost of the hearing

Stage of work completed – Full Addendum Risk Assessment Report	Proportion payable
Collateral review/consultation with staff	Up to 30% of total cost
Interviewing the offender	Up to 60% of total cost
Production of report	Up to 80% of total cost

Stage of work completed – Addendum no Significant Change in Circumstances	Proportion payable
Collateral review/consultation with staff	Up to 30% of total cost
Interviewing the offender	Up to 60% of total cost
Production of report	Up to 80% of total cost

17.3.3.5 Where a deadline is moved or there is disruption from the Authority which impacts on the Report Author's plans the Supplier may request an extension to the original bid to take the disruption into account, subject to approval by the Regional Lead Psychologist.

17.3.3.6 Disruption to services is covered in Schedule 1 of this document.

17.3.3.7 The Framework Lead Psychologist will submit such requests to the Parole Board or other body via the standard routes for that body.

17.3.3.8 The request may or may not be accepted by the Parole Board or other formal body (e.g. MAPPA) so the Report Author should continue to make best efforts to deliver the work within the original timeframe until approval has been gained.

17.3.3.9 The Report Author must notify the Authority immediately if they become aware that delivery of the Services as agreed may be impacted or delayed.

17.3.3.10 Where the Report Author has an unplanned emergency and needs to cancel an arranged activity, they must let the Regional Forensic Psychology Services Team know, and / or their designated contact within a site.

17.3.3.11 The Report Author must take responsibility for re-setting the arrangement at their own cost.

17.4 Delivery Milestone 2: Supplier Allocation of work to Report Author

17.4.1 This milestone requires the timely allocation of work that has been successfully won by a Supplier, to a designated Report Author for completion.

- i. NSR 1 – is provided, anonymised, and indicates only the number of reports required in particular locations and summarises the potential scope of the work for the purpose of bidding.
- ii. Within 5 days the bids are assessed by the Authority and will notify Suppliers by email of the successful bidder (determined by most economically advantageous)
- iii. Within 5 days of bid outcome notification, The Supplier then must provide to the National Psychology Service Functional Mailbox the name of the Report Author who has been allocated the report to complete.

- iv. Names will then be checked against the information submitted by the Supplier for Eligibility to work in a Custodial Environment.
- v. If considered eligible, the NSR 2 forms will then be provided to the named Psychologist by the Authority (via Supplier administrators), stating the clinical detail of the case and raising the Purchase Order for the work.
- vi. NSR2 forms will be provided in a timely manner for the Report Author to start the work
- vii. All correspondence relating to the clinical delivery of the services and any associated issues will take place between the HMPPS PSG Regional Lead and the Report Author.
- viii. The maintenance of a Report Progress Record for each case demonstrating stages of completion is required to be in place. The Supplier / Report Author should submit this completed record with the draft report for Quality Assurance.

17.4.2 Where it has been identified that the original named Psychologist Report Author is not suitably eligible to undertake the work, the Supplier will be notified within 24 hours and asked to name an alternative Psychologist to undertake the work.

17.4.3 Where an alternative Psychologist is not available, the work will qualify to be reallocated as detailed in the reallocation of work section of this specification.

17.5 Standard Assessment and Report including Addendums:

17.5.1 **Additional work process**

17.5.1.1 If any of the following stages (completing risk assessment reports and addendums) require additional work, then an additional approval form must be completed.

17.5.1.2 Where additional work attracting payment is required, evidence of the Authority consultation and approval will be required prior to commencement of the tasks.

17.5.1.3 The Report author / Supplier should submit a request to the Regional FW Lead using the Additional Work Approval form detailing the additional requirement with costing.

17.5.1.4 This may follow a clinical conversation between the Regional Framework Lead (or nominated psychologist) and the Report Author.

17.5.1.5 If clinically approved this will be forwarded to the National Business Hub to provide financial approval and raise an additional line on the Purchase Order. The Supplier will receive an email with approval.

17.5.1.6 An invoice for additional work will not be valid unless accompanied by written evidence of The Authorities consultation and approval (Copy of Additional Work Approval Form)

17.5.2 **Additional Work – Unpredicted**

17.5.2.1 Any work which is identified as necessary and falls outside of the requirements detailed within the NSR1 or NSR2 will be considered Additional

and must be commissioned formally by the Authority prior to commencement of work by the Supplier/Report Author.

17.5.2.2 Requests for additional work can originate from both the Authority and Report Author in line with the clinical approvals processes shown in the tables above.

17.5.2.3 Approval will be provided from the Authority for additional work if it is considered that the activity is:

- A recognised and approved tool/activity
- Essential and proportionate to needs of the individual case
- Providing added value to the work that has already been completed as part of the initial commission

17.5.2.4 Costs for additional assessments should not exceed those shown in the original cost sheet.

17.6 Average time

17.6.1 The tasks below refer to an average time for completion. It is acknowledged that time taken may vary according to the case and individual involved so any significant deviation should be raised with the Regional FW lead to discuss whether any amendment to the process is needed in that individual instance.

17.6.2 The Additional Work Approval Process can then be initiated, if appropriate.

17.7 Completion of Risk Assessment Reports (including Addendums)

*For all stages involving prisoner work, should the psychologist become aware of a risk of harm to self or others or have security related concerns, these should be reported locally immediately as well as raised with the framework lead (FWL). There could be some variation on who should be made aware in addition to the local site and FWL at different stages of the report process, steps to follow are given throughout the document.

17.7.1 Stage 1: Collateral Review

Description	Gathering information to inform risk assessment and report Collateral Review/Collation
Where to be conducted	To be conducted on site and in a discreet environment (unless otherwise agreed) in line with IA requirements and decision making evidenced as appropriate
Average time	8 hours When planning time on each required element, consideration must be given to factoring in the operational activity of prisons.
Include but not limited to	Essential: A full Review of Collateral Information must be undertaken and evidenced, incorporating a review of files and consultation with stakeholders as relevant to the individual case and as determined in the most recently available HMPPS Psychology Services Policy Framework for Psychology Reports. Summary information from this review of the collateral material must be collated via a Worksheet for

	<p>each Structured Professional Judgement tool (as per the manual for the tool).</p> <p>The Report Author must conduct the gathering of collateral, interview and assessment following the structure detailed in the appropriate tool manuals, and remain up to date with new information.</p>
Process	<p>Essential: When a Report Author begins work on a case they should contact the Regional FW Lead to confirm the date by which they will submit the draft report for Authority Quality Assurance.</p> <p>This date will be specified on the NSR1 but should be ratified between the Report Author and the Regional Lead to ensure sufficient time is allocated for this task.</p> <p>The Report Author will liaise with the Regional Lead to gain access to the site and offender.</p>
Output, records of activity	<p>Essential: Report Progress Record must be completed and submitted with the report (see Contract Delivery Pack)</p> <p>The Report author must submit Report Progress Record with the report, identifying clearly:</p> <ul style="list-style-type: none"> - what they have read and - who they have discussed the case with. - Identify any information not reviewed and circumstances around the cause/barriers faced.
Provision of feedback and assurance	<p>Essential: To manage risks at this stage, any immediate concerns must be raised with the Regional Framework Lead, or team if the Regional Lead cannot be contacted on the same day that the issues were made apparent to the Report Author. This includes (but not exclusively):</p> <ul style="list-style-type: none"> • operational barriers, • offender reluctance to be interviewed • identification of potential risks requiring additional assessment (including those which a Report Author or Supplier are not qualified to undertake) etc. <p>Essential: Any concerns relating to the safety of the offender (including risk to self or others) must be reported immediately onsite and in person (not via email) to the Regional Framework Lead. Where the Regional Framework Lead is not available the Report Author must contact the site directly.</p> <p>The Report Author must make themselves available to follow through any issues as appropriate.</p>

Consultation and approvals for clinical decision making.	<p>Essential: The Report Author must consult with the Community or Prison Offender Manager and Regional PSG Team to establish any issues/information which may need to be taken into account when assessing the offender</p> <p>Consultation with other stakeholders such as Keyworkers, substance misuse workers and other operational staff as relevant to the individual.</p> <p>From: Regional Framework Lead If: Collateral is required to be reviewed off site How: Agreement from Regional Lead (who will have liaised with individual site to ensure local requirements are adhered to) Confirmation of a cjsm email account to which everything is sent. Ensure storage and retention rates are adhered to in line with the Information Security Plan provided by the Supplier</p>
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17.7.2 Stage 2: Gaining informed consent:

Description	Gaining Informed Consent: The Report Author must conduct a separate meeting with the offender to gain informed consent
Where to be conducted	On site or in exceptional circumstances where commissioned by the Regional Lead via remote methods.
Average time	<p>This is included in the overall interview time (see interviewing the offender).</p> <p>Where operational issues are a barrier to accessing the offender, the Report Author must still ensure that sufficient time is taken to interview the offender.</p>
Include but not limited to	<ul style="list-style-type: none"> • Start building rapport • Explain informed consent: the expectation would be that a separate Consent interview is held to provide time for the offender to reflect and to ask questions before giving fully informed consent. • Consent and assessment interviews can occur on the same day with a minimum of one hour between sessions to allow time for reflection.
Process	<p>Essential: Carry out informed consent discussion with the offender using any forms provided in the Contract Delivery Pack. These forms should be adapted by the Report Author to reflect any diversity needs for the individual and to ensure all elements included in the assessment are covered.</p>
Output and records of activity	Essential: Evidence of informed consent discussion needs to be retained (e.g. consent form) and recorded on the Report Progress Record.

	<p>Essential: Interview Notes must be kept and / or the relevant information transferred to appropriate SPJ worksheets.</p> <p>Post interview, and within 24 hrs, the Report Author must provide an update to the local team for the offender's record (NOMIS notes or agreed records)</p>
Provision of feedback and assurance	<p>Essential: Where an offender has declined to be interviewed, this must be reported to the Regional FW Lead to agree the way forward (whether writing a report on the papers is appropriate), and where a report is then provided, Report Authors must ensure conclusions from other information gained are balanced in light of this.</p> <p>Report Progress Records must be submitted with the report, identifying clearly;</p> <ul style="list-style-type: none"> - how they obtained informed consent - What questions were asked after reflection - How many interview sessions were held with times
Consultation, Clinical Decision Making Approval required at this stage	<p>With: Regional Lead</p> <p>If: An alternative approach to informed consent is needed for the offender</p> <p>How: Via telephone or face to face, email if time permits.</p> <p>Must be logged on the Report Progress Record</p>

17.7.3 Stage 3: Interviewing the Offender for the Assessment:

Description	<p>Interviewing the Offender for the Assessment:</p> <p>The Report Author must conduct sufficient interviews to complete the assessment in line with the requirements of the assessment tools chosen for the case.</p>
Where to be conducted	<p>On site or in exceptional circumstances, where commissioned by the Regional Lead, via remote methods.</p>
Average time	<p>Sufficient time must be incorporated to carry out the functions in the box below 'include but not limited to ...'</p> <p>A guide to the time required would be 8 hours, but this should be split over several sessions, and include informed consent.</p> <p>Where operational issues are a barrier to accessing the offender, the Report Author must still ensure that sufficient time is taken to interview the offender.</p>
Include but not limited to	<p>The Report Author must conduct the interview and assessment following the structure detailed in the appropriate tool manuals. As part of this process they should:</p> <ul style="list-style-type: none"> • Continue to build rapport, • Carry out interview required to use assessment tool/s • Explore and document inconsistencies between collateral and self-report. It is likely that this will entail a minimum of 2 interviews in order to ensure all risk areas can be explored sufficiently. • Report Authors should be mindful of fatigue and other factors that might impact on the offender's ability to participate in the process and are likely to need to split interviews
Process	<p>Take reasonable measures to ensure the offender and room are available as expected.</p> <p>Interview the offender providing appropriate breaks from the assessment process.</p> <p>Inform the offender what will happen next.</p> <p>Let the Regional Lead or designated person know when the interview is concluded.</p> <p>Where an offender has declined to be interviewed, this must be reported to the Regional FW Lead to agree the way forward (whether writing a report on the papers is appropriate), and where a report is then provided, Report Authors must ensure conclusions from other information gained are balanced in light of this. Where an offender makes a disclosure of risk of harm to self or others this should be reported to the site immediately and to the FW Regional Lead.</p>

Output and records of activity	Essential: Interview Notes must be kept and / or the relevant information transferred to appropriate SPJ worksheets.
Provision of feedback and assurance	Report Progress Records must be submitted with the report, noting any issues that might be of relevance to the process, when and if they have been discussed with the Regional Lead.
Consultation and Clinical Decision-Making approval required at this stage	The Report Author should consult with the Regional Lead or designated local contact, if the Report Author considers another assessment tool is required, there is a significant difference in expectations from the NSR that have come to light or the offender discloses offences previously not recorded. Reference should be made to any relevant policies surrounding report of un-convicted offending. If information arises that is relevant to the management of the individual within the justice system, this should be communicated to an appropriate member of staff as soon as it becomes apparent to the report author.

17.7.4 Stage 4: Progression to the delivery of the final risk assessment report:

Description	Progression to and delivery of final Risk Assessment Report
Where to be conducted	Consultation at this stage should be conducted in a suitably discreet place and via suitable medium (email / phone call / face to face etc).
Include but not limited to	The risk assessment report should meet the required standards
Process	<p>Where no issues have been identified in the progress of the report thus far, the Report Author should ensure their draft report is ready for submission by the agreed Authority Quality Assurance date.</p> <p>Arrangements should be made in good time for the disclosure of the report to the offender – the amount of notice required for this arrangement will vary by site and therefore Report Authors should ensure they liaise with the Regional Lead (or Local contact) in good time.</p> <p>Where issues have been identified by either party that could impact on the delivery of the report by the agreed deadline, consultation must include:</p> <ul style="list-style-type: none"> ○ Discussion of any known issues/barriers/potential delays and present evidence ○ Address any considerations for additional work ○ Identify and resolve within 10 days any differences of clinical opinion (using the process identified in the Contract) at this point <p>Any discussion at this point should be recorded using the relevant sections of the Clinical Issue Escalation Form (albeit it may not result in escalation).</p>

	<p>Discussions should make clear who takes responsibility for actions (e.g. applying for an extension through PPCS will be the responsibility of the Regional Lead, whereas booking additional interview times to explore clinical issues with the offender will be the responsibility of the Report author).</p> <p>If any additional work is required at this stage beyond that defined by the NSR2, an Additional Work Approval Form must be submitted prior to undertaking the work in order to ensure Purchase Order lines are in place.</p>
Output and records of activity	Additional Work Approval Form if work beyond the NSR2 is required Update to Report Progress Record
Provision of feedback and assurance	Report Progress Records must be submitted with the report, noting any issues that might be of relevance to the process, when and if they have been discussed with the Regional Lead.
Consultation and Clinical Decision-Making approval required at this stage	The Report Author should consult with the Regional Lead or designated local contact, if the Report Author considers another assessment tool is required, there is a significant difference in expectations from the NSR that have come to light or the offender discloses offences previously not recorded. Reference should be made to any relevant policies surrounding report of un-convicted offending. If information arises that is relevant to the management of the individual within the justice system, this should be communicated to an appropriate member of staff as soon as it becomes apparent to the report author.

17.7.4 Stage 5: Production of the Report

Description	Forensic Psychological Risk Case Formulation and Report Writing
Where to be conducted	Compiled in a place where the Report Author cannot be overlooked or paper documents seen by others e.g. a room with the Report Author as the single occupant.
Average time	16 hours
Include but not limited to	<p>Essential: Report Authors must follow the most recently published version of the Policy Framework for Psychology Risk Reports.</p> <p>Report Authors must produce a concise risk case formulation which is focussed on the risk of reoffending/harm to others. It must include clear recommendations relating to the needs of the offender to progress safely, including treatment needs and aims for future intervention, and ensure it meets the needs of the commission. The required outputs of this element are:</p>

	<ul style="list-style-type: none"> ○ Report Authors must ensure they have gone to all reasonable lengths to establish that information they are using is factually correct and where they are unsure must make this explicit. ○ Where information of a secure or confidential nature, or information that relates to undisclosed / un-convicted behaviours, is to be used the Report Author must ensure they have discussed this with the Regional Lead and follow the most up to date guidance for management of this information. ○ The report must meet the requirements of the commission as outlined on the NSR2. For Parole Board reports this includes addressing the terms of referral to the parole board and making recommendations relating to the Risk Test. Requirements may differ for other types of report and Report Authors should ensure they are clear about these requirements as outlined in the NSR2 ○ When making recommendations for future intervention these must be specified in terms of the intervention needs as they relate to outstanding risks to be managed (along with any recommendations about the sequencing of these) but must not specify a particular intervention, place or Supplier of such an intervention. ○ Reports must be written in a style that is accessible to a wide audience, including the offender, demonstrating clear consideration of equality needs throughout. ○ Report Authors must ensure the report is analytical and no more than 15 pages of offender related content plus appendices for evidence (or the length defined in the most current HMPPS Policy Framework for Psychology Reports if different). ○ Where the Report Author identifies intellectual capacity or neurodiversity challenges in the individual they must provide an easy read version of the report for the offender. This must also be available for Authority Quality Assurance at the same time as the core report. <p>The Report Author must provide evidence and rationale to support their choice of tool. As a minimum the following requirements must be followed:</p> <ul style="list-style-type: none"> ● The most up to date version of the tool must be used ● Justification must be provided for use of tool ● Research evidence must be provided to justify positions outside of the scope of the tool.
Process	<p>Using the information compiled during the collateral review, interviews and provided by the Regional Lead, the Report Author should compile a risk assessment report as per the requirements in this specification and the NSR2.</p> <p>In writing a Risk Assessment report, Report Authors should refer to the most recent Policy Framework for Psychology Reports to ensure they are writing in line with this policy and using the most up to date template.</p> <p>Where appropriate the Report Author should also consult with the Regional Lead in relation to Recommendations before drafting these</p>

Output and records of activity	Formal Risk Assessment Report using the agreed format provided by the Authority.
Provision of feedback and assurance	Report Authors must note completion and any issues on the Report Progress Record which is submitted with the report at QA stage.
Consultation and clinical decision-making approval required at this stage	<p>Check Recommendations</p> <p>Prior to drafting their recommendations, Report Authors must discuss their preliminary thoughts with the COM (or POM)</p> <p>This is to ensure that recommendations are considered to be realistic and achievable for the individual, and that any services required will be available.</p> <p>If the recommendation is likely to be for a route that is not met by formal accredited interventions, this must be discussed with the Regional Framework Lead (or nominated representative) to ensure that this is achievable.</p> <p>The Report Author must not recommend activity which is not achievable.</p>

17.7.5 Stage 6: Consultation on the Report

Description	Consultation on the Report The Report Author should consult with the Community Offender Manager to ratify that recommendations are achievable
Where to be conducted	Conducted in a Private Place via Telephone, remotely via Skype / Teams or face to face
Average time	Average amount of time – 2 hours
Include but not limited to	<p>Essential:</p> <p>Prior to submitting the draft report for Authority Quality Assurance the Report author must engage in a final consultation with the Offender Manager (Community or Prison depending on which is responsible for the case).</p> <p>This consultation should:</p> <ul style="list-style-type: none"> • Outline the key issues raised in the report • Provide a verbal summary of the formulation of the case • Review the recommendations to ensure they are understood by the COM / POM

	<ul style="list-style-type: none"> Consider any views the COM / POM may have about how these recommendations will fit into their overall sentence planning process
Output and records of activity	Must be reflected in the final report
Provision of feedback and assurance	Must be noted in the Report Progress Log
Consultation and approvals on Clinical decision making required at this stage	Where appropriate the Report Author should also consult with the Regional Lead in relation to Recommendations before drafting these.

17.7.5.1 Specialist Assessments

17.7.5.1.1 In rare cases the Report Author may consider value will be added to their assessment if a specialist assessment is sought.

17.7.5.1.2 Examples of this include (but are not limited to) psychiatric assessment, neuropsychological assessment, assessment of autistic spectrum disorder.

17.7.5.1.3 At any stage where the Report Author identifies a need for a specialist assessment that is outside of the remit of the Forensic Psychology Risk Assessment, the following process must be followed:

- i. A brief summary must be provided of the clinical rationale for recommending this assessment. This must make clear whether this assessment outcome is:
- ii. required in order to make risk related management recommendations as required by the commission for the report, or
- iii. recommended in order to enhance the wellbeing of the offender.
- iv. This summary must be sent marked "High Importance" to the Regional FW lead (copied to the regional FMB) and a discussion must be held between the Report Author and the Regional FW Lead or nominated psychologist.
- v. This discussion should result in agreement about how this issue is to be resolved. This might include (but is not limited to):
- vi. The Regional Lead taking responsibility for referrals for such a specialist assessment
- vii. Either party taking responsibility for liaison with the Offender Manager who should make such a referral
- viii. Agreement about how this will be reflected in the Report Author's commissioned report (e.g. whether it is a requirement in order to make a recommendation in line with the Risk Test and an addendum will be supplied when the assessment is complete, or whether it is a part of the next steps in the case but not required for a recommendation to be made for the purposes of the Risk test)
- ix. The Regional Lead completing a stakeholder response form for PPCS if required

- x. Agreement about the way forward if the need for the specialist assessment is not confirmed by the Regional Lead. This may include reference to the clinical difference resolution process if required

17.7.5.1.4 Responsibility for such assessments may sit with HMPPS, or with Health Provision. It is important that this process is followed to ensure clarity of responsibility.

17.7.5.1.5 This discussion is considered to be part of the consultation required for completion of the Forensic Risk Assessment and therefore does not constitute an additional activity.

17.7.6 Stage 7: Submission and Quality Assurance of the Report

Description	Authority Quality Assurance and Submission of the Report
Where to be conducted	Via secure email
Average time	Part of compilation and consultation time averages.
Include but not limited to	The Risk Assessment Report completed to full draft and quality assured by the Supplier.
Process	<p>How: The Report Author / Supplier must:</p> <ul style="list-style-type: none"> • Submit their report to the functional mailbox of the commissioning region by the Quality Assurance Deadline defined in the NSR1 (or agreed with Regional Lead). This should be accompanied by the Report Progress Record. • Submit evidence that the Supplier Quality Assurance Activity has been undertaken for the report in accordance with the minimum requirements detailed in the Quality Assurance section of the Contract. <p>Ensure they do not provide the report to any other party until it is approved by the Regional Framework Lead (or nominated representative) confirmed by receipt of the Authority Quality Assurance Feedback form.</p> <p>If the report does not meet the requirements in the Authority Quality Assurance process, feedback will be provided via the Authority Quality Assurance Feedback form and the Report Author must undertake any necessary actions to address and rectify any issues.</p> <p>This must be:</p>

	<ul style="list-style-type: none"> • Before disclosure and within a maximum of 8 working days • At no additional cost to the Authority
Output and records of activity	Submit the full draft with the Report Progress Log
Provision of feedback and assurance	<p>The Authority's nominated psychologist will complete the Authority Report Quality Assurance Form and return to the Supplier/ Report Author.</p> <p>Amendments required in this QA form must be acted upon by the Report Author prior to disclosure of the report to any party.</p> <p>The report will be considered a draft and not approved for sharing with either the offender or the Parole Board (or other body) until it has passed the required Authority Quality Assurance as detailed in the Contract.</p>
Consultation and approval of clinical decision making required at this stage	Any Clinical difference of opinion must be raised formally by the required process detailed within the Contract and every effort should be made by the Report Author and Supplier to work with the Authority to reach a reasonable resolution before the submission date for the report. Where differences of opinion remain these must be referred to the Clinical Difference Resolution Process.
Financial Approvals additional work	Amendments to the report following QA are not considered additional work and therefore will not attract any financial approval for additional work.

17.7.7 Stage 8: Disclosure to the Offender

Description	Disclosure of the Risk Assessment Report to the Offender
Where to be conducted	Conducted on site in person (unless specifically agreed to be completed by remote means)
Average time	An average of 8 hours to complete – sufficient time must be afforded for in-person feedback of the report to the offender. This average time includes finalising the disclosure comments in the written report.
Include but not limited to	<p>This activity should not be arranged to take place on Fridays unless agreed, by exception, with the Local contact so where necessary support can be made available to the Offender over the weekend should the report cause distress.</p> <p>Before disclosing the report, the Report Author Must</p> <ul style="list-style-type: none"> • Ensure the report has passed the Authority Quality Assurance Process – reports must NOT be disclosed without passing QA. Disclosure. • A Supplier or Report author sharing the report with either the offender to the Parole Board (or other body) prior to receiving

	<p>Authority Quality Assurance Approval will be considered a contractual default. Subsequent actions will be taken by the Authority.</p> <ul style="list-style-type: none"> • Ensure that the disclosure has been planned to take place far enough in advance of the Report Deadline to allow for any issues to be addressed. • Ensure consideration has been made to the potential impact of the report on the wellbeing of the Offender. This consideration must be evidenced as part of The Report Progress Record and any support systems identified, agreed and implemented by the Regional Psychology Team (or designated local contact), prior to disclosure of the report. <p>During the Disclosure of the Report, the Report Author must include:</p> <ul style="list-style-type: none"> • The opportunity to explain concepts and terms • The opportunity to discuss implications of the recommendations for the offender • The opportunity for the offender to ask questions <p>If the Report Author considers it appropriate to leave the offender with a draft copy of the report they must:</p> <ul style="list-style-type: none"> • Ensure that a clear Watermark is on that copy that states this is a Draft • Make arrangements with their local contact to collect draft copies after a specified period. This is to ensure that only final copies of the report are retained by the offender once it is submitted to the Authority.
Output and records of activity	<p>The Report Progress Record should be updated with the disclosure information and provided to the Authority as an updated form with the final report</p> <p>The final report <u>must</u> be submitted to the Authority by the deadline date for submission to the offender's record.</p>
Provision of feedback and assurance	<p>Feedback to the Authority after Disclosure:</p> <p>Information from the disclosure should be included in the Report. Any new information should be recorded and identified as only established at this stage.</p> <p>If wellbeing concerns are identified the Report Author must make contact with their Local Contact before leaving the site (or immediately after completing a remote disclosure meeting) and must ensure relevant information is recorded for local action.</p> <p>The local contact should be provided with information for an update to NOMIS or formal case records within 24 hours as part of the allocated time for this stage. This feedback should include:</p> <ul style="list-style-type: none"> • How the disclosure went • Any corrections/amendments to be made • Any issues of note in terms of risk management of the offender.
Consultation and approval of	<p>Amendments to the report:</p>

clinical decision making required at this stage	<ul style="list-style-type: none"> • If any new information from disclosure is obtained which could influence significant change to the overall report, this should be noted and raised with the Regional Lead or the nominated psychologist who has completed the Authority Quality Assurance process within 24 hours from the disclosure taking place. • This information will require review under the QA process, and be approved, as detailed in the Quality Assurance section of the Contract. This is to ensure that a substantially amended report and recommendation meets the requirements in the commission of the report. • If substantial information comes to light at this stage that could prompt further assessment work, this should be referred to the Regional FW Lead who will determine the best way forward.
Financial Approvals additional work	Amendments to the report at this stage would not normally attract additional financial approvals. However if further assessment work was considered appropriate the Additional work process should be followed.

17.7.8 Stage 9: Delivery to the Parole Board and Preparation

Description	Delivery to the Parole Board / Other Formal Setting Preparation
Where to be conducted	In a private place where the Report Author cannot be over looked
Average time	Preparation: 4 hours (2 hours for formal meeting outside Parole Board setting)
Include but not limited to	<p>Report authors must:</p> <ul style="list-style-type: none"> • Ensure they can demonstrate adequate preparation and familiarisation of the case prior to the hearing • Contact the Offender Manager to obtain any relevant updates or changes in the case which may impact on their formulation or recommendations. • Review NOMIS notes and anything new in the dossier • Speak to Key personnel relevant to the individual case. This must include but is not limited to the POM or COM • Check that the recommendations are still appropriate.
Output and records of activity	The Post Report Record should be updated with the information relevant to the preparation and attendance at a formal meeting.
Provision of feedback and assurance	Any issues arising at this stage must be communicated swiftly to the Regional FW Lead
Approvals and consultation required at this stage	<p>Amendments post Quality Assurance from Regional Lead</p> <p>From: Regional Lead</p> <p>If: If any changes are required to recommendations following the appropriate consultation, the Report Author must liaise with the Regional Lead.</p>

	<p>How: Via discussion, amendments must be in line with the standards for reports noted in other areas of the specification.</p> <p>Amendments to Recommendations leading to Addendum or Statement From: The Regional Lead If: Where any changes are required to recommendations which would lead to a new addendum or statement. How: The Regional lead would need to submit a stakeholder response form to PPCS highlighting the addendum/statement that is coming, agree a delivery date & approve the costs. The Additional Work Approval form should be used for this purpose.</p> <p>Discussions with Legal Representatives: From: The Regional Lead If: On occasion the Psychologist may be approached by the Legal Representative for the offender to discuss an imminent Parole Board (separately to the process of delivering a Joint Report with another psychologist). Any potential commitments should be checked with the Regional Lead and communicated via secure email to the Legal Representative with the Regional FMB & Regional FW Lead copied in. In preparation for this meeting the Psychologist should ensure they have sufficient information from the region in relation to potential questions (e.g. how long waiting lists might be) and should not make commitments on behalf of the region during the discussion. How: Via discussion Costs: This constitutes preparation for the Parole Board but should be agreed specifically with the Regional FW Lead and the hours for this should be approved in line with the hourly rate quoted on the cost sheet.</p>
Financial Approval additional work	The Additional Work Approval Form should be signed by the clinical lead to determine the hours allocated for any additional discussions with legal representatives required. This should be submitted with the invoice as evidence of financial approval.

17.7.9 Stage 10: Parole Board Formal Hearing

Description	Parole Board Hearing / Formal Meeting
Where to be conducted	Conducted in Person or remotely via telephone or video-link depending on Parole Board /Meeting Requirement
Average time	Average time 8 hours (2 hours for Formal Meeting outside Parole Board setting)
Include but not limited to	<ul style="list-style-type: none"> Attend the Oral Hearing / Meeting and answer the questions directed by the Parole Board / other meeting members. Ensure that they are familiar with all relevant guidance including any guidance published directly by the Parole Board on their website

	<ul style="list-style-type: none"> • Approach the Oral Hearing / Meeting in a professional manner; formal in dress, conduct and presentation of information. • Following completion of the hearing, return all notes and collateral to the Authority in line with the agreed IA requirements, including a completed Return of Data on Completion of Framework Commission Form (found in Contract Delivery Pack – All Lots)
Process	<p>Report Authors should be aware of the powers of the Parole Board to direct attendance at Parole hearings.</p> <p>The Parole Board is a court-like body carrying out a judicial function. Giving evidence to the Parole Board is a non-discretionary part of the parole report process and underpinned by legislation (as outlined within the Parole Board Rules 2019). In most cases panels require the report writer to attend the OH either virtually or face to face. A direction to attend a hearing of the Parole Board is made under powers derived directly from Parliament and has the force of law. It should be treated in the same way as a direction from any other court. The obligation to attend therefore has both civil as well as organisational implications.</p> <p>Guidance will be issued to Suppliers about how to respond to directions to attend Parole Board hearings.</p> <p>Given the legal process, the guidance will provide detail about attendance if a Report Author has left a Framework company or is absent from the working environment for other reasons (e.g. maternity / paternity leave etc.).</p>
Output and records of activity	<p>Within 24 hours, provide the Regional FW Lead or local contact with an update for NOMIS or formal case notes including any significant information coming from the hearing / meeting that is important for operational or support staff to know. This should be done immediately after conclusion of the meeting if the wellbeing of the offender or others is at risk.</p>
Provision of feedback and assurance	<p>Provide feedback to Regional Forensic Psychology Services Team (or local contact) and the Offender Manager on any issues that come to light. This can be done by telephone or CJS email. Examples of types of issues referred to here include (but are not limited to):</p> <ul style="list-style-type: none"> ○ Deferred or adjourned on the day with new directions coming that will require a response from Psychology (this will need to be reported to the Regional FW Lead as well as local contacts) ○ New information about the case which will impact on how we respond to the next set of directions ○ Distress on behalf of the offender that HMPPS need to know about immediately ○ Any comment from the panel about the psychological service that has been provided
Financial Approvals and consultation	<p>Who: National Team</p> <p>If: Where a hearing is cancelled with 72 hours' notice or less, the Supplier may include a charge for the full cost for attending the hearing on their invoice.</p>

required at this stage	<p>Where more than 72 hours but less than 5 working days' notice is provided, the Supplier may only charge for 50% of the total cost.</p> <p>How: Where a second or subsequent hearing date is set, an Additional Work Approval form must be submitted in order to raise further lines on the Purchase order.</p>
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17.8 Addendum Reports

Description	Full Addendums – A written submission, additional to the original report
Where to be conducted	Place where the Report Author is alone, screen and documents cannot be seen
Average time	20 hours
Include but not limited to	<p>Addendums may be required when a hearing is deferred, adjourned or some other eventuality prompts the need. It is unlikely a complete re-write of the report will be required, but usually an update of any relevant risk assessment, adjustments to formulation or recommendations in the light of changes and new information may be needed. Report Authors should ensure they are following the most recent Policy Framework for Psychology Reports. In general the addendum will include:</p> <ul style="list-style-type: none"> • Statement of the issues to be addressed • Sources of information considered / methods used • Updated summary of new information • Update of Psychological Assessment (as appropriate) • Update of Formulation (as appropriate) • Review of recommendations and clear statement of current recommendation <p>For all addendum reports an Easy Read version must be provided for offenders where an intellectual capacity or neurodiversity issue is identified. This must be submitted for quality assurance alongside the Addendum report.</p>
Process	<p>All instruction for work relating to Addendums must come to Suppliers from the Authority (PSG) (via The NSR2a form). It will be communicated at the point of Commissioning whether the change is considered "Significant" or not.</p> <p>An NSR2a from the Authority will be required to complete a valid invoice for this work. If requests come directly from the Parole Board (or other body) to the Report Author / Supplier these must receive formal commissioning from the Authority before proceeding in order for a valid invoice to be submitted.</p>

	<p>Includes the following tasks:</p> <ul style="list-style-type: none"> - Consultation with the COM / POM - Interview with offender - Review and update of existing SPJs, addition of further SPJs as agreed with regional lead - Updating the report with a summary of additional information or change of circumstance - Update of Formulation / recommendations <p>The Report Author:</p> <ul style="list-style-type: none"> • Must ensure that they discuss this with the HMPPS Framework Lead or designated psychologist, and the Offender Manager to ensure they are fully conversant with contemporary issues. • Must ensure that any requests for Addendums that Suppliers receive direct from the Parole Board / other body are communicated to the Regional Lead via the regional functional mailbox so a discussion can take place to understand the Commissioning need and the appropriate order process be undertaken, prior to the commencement of work. • Must view information through NOMIS notes • Must view any other collateral information provided by the Authority • Must conduct an interview with the offender (in most instances an interview will be required – any decision not to interview must be discussed with and explicitly approved by the Framework Lead or other nominated psychologist) • May hold discussions with other professionals depending on the requirements for the Addendum. • Amendments to SPJ ratings must be reflected in the evidence summarised in the appropriate Worksheet for the SPJ. • Must ensure all work completed as part of an Addendum has passed the Authority QA process prior to submission to the Parole Board / other body • Disclosure to the offender following Quality Assurance approval from the Regional FW Lead. <p>Before disclosing the report, the Report Author Must</p> <ul style="list-style-type: none"> • Ensure the report has passed the Authority Quality Assurance Process – reports must NOT be disclosed without passing QA. • A Supplier or Report Author sharing the report with either the offender or the Parole Board (or other body) prior to receiving Authority Quality Assurance Approval will be considered a
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	<p>contractual default. Subsequent actions will be taken by the Authority in response.</p> <ul style="list-style-type: none"> • Ensure that the disclosure has been planned to take place far enough in advance of the Report Deadline to allow for any issues to be addressed. • Ensure consideration has been made to the potential impact of the report on the wellbeing of the Offender. • This consideration must be evidenced as part of The Report Progress Record and any support systems identified, agreed and implemented by the Regional Psychology Team (or designated local contact), prior to disclosure of the report. <p>During the Disclosure of the Report, the Report Author must include:</p> <ul style="list-style-type: none"> • The opportunity to explain concepts and terms • The opportunity to discuss implications of the recommendations for the offender • The opportunity for the offender to ask questions <p>If the Report Author considers it appropriate to leave the offender with a draft copy of the report they must:</p> <ul style="list-style-type: none"> • Ensure that a clear Watermark is on that copy that states this is a Draft • Make arrangements with their local contact to collect draft copies after a specified period. This is to ensure that only final copies of the report are retained by the offender once it is submitted to the Authority.
Output and records of activity	An Addendum Report
Provision of feedback and assurance	The Report Progress Record must be updated and re-submitted to the Regional Lead
Approvals and consultation required at this stage	<p>Amendments to the report:</p> <ul style="list-style-type: none"> • If any new information from disclosure is obtained which could influence significant change to the overall report, this should be noted and raised with the Regional Lead or the nominated psychologist who has completed the Authority Quality Assurance process within 24 hours from the disclosure taking place. • This information will require review under the QA process, and be approved, as detailed in the Quality Assurance section of the Contract. This is to ensure that a substantially amended report and recommendation meets the requirements in the commission of the report.

Description	<p>Addendum no Significant Change in Circumstances</p> <p>These instances include (but are not limited to) those where the circumstances for the offender have not changed since the original report, or there is a specific request for review of a small piece of information (such as an updated risk management plan, or completion of the required number of ROTLs.</p>
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	In these instances the resulting addendum is likely to be short and focused
Where to be conducted	In a Private Place where the Report Author is alone, documents and screens cannot be overseen.
Average time	4 hours
Include but not limited to	<p>All instruction for work relating to Addendums must come to Suppliers from the Authority (via The NSR2a form). It will be communicated at the point of Commissioning whether the change is considered "Significant" or not.</p> <p>An NSR2a from the Authority will be required to complete a Valid Invoice for this work. If a request for an addendum report of any kind is received directly from the Parole Board or other body this MUST be referred to the Regional Lead (functional mailbox) for approval before work commences for a valid invoice to be accepted.</p> <p>Includes the following tasks:</p> <ul style="list-style-type: none"> • Consultation with the COM / POM • Interview with offender • Updating the report with a summary of additional information or change of circumstance • Update of Formulation / recommendations as appropriate <p>The Report Author:</p> <ul style="list-style-type: none"> • Must ensure that they discuss this with the HMPPS Psychology Team and the Offender Manager to ensure they are fully conversant with contemporary issues. • Must view information through NOMIS notes • Must view any other collateral information provided by the Authority • Must conduct an interview with the offender (in most instances an interview will be required – any decision not to interview must be discussed with and approved by the Framework Lead or other nominated psychologist) • May hold discussions with other professionals depending on the requirements for the Addendum. • Must ensure all work completed as part of an Addendum has passed the Authority QA process prior to submission to the Parole Board / other body. • Disclosure to the offender following Quality Assurance approval from the Regional FW Lead.

	<p>Before disclosing the report, the Report Author Must</p> <ul style="list-style-type: none"> • Ensure the report has passed the Authority Quality Assurance Process – reports must NOT be disclosed without passing QA. • A Supplier or Report author sharing the report with either the offender to the Parole Board (or other body) prior to receiving Authority Quality Assurance Approval will be considered a contractual default. Subsequent actions will be taken by the Authority. • Ensure that the disclosure has been planned to take place far enough in advance of the Report Deadline to allow for any issues to be addressed. • Ensure consideration has been made to the potential impact of the report on the wellbeing of the offender. This consideration must be evidenced as part of The Report Progress Record and any support systems identified, agreed and implemented by the Regional Psychology Team (or designated local contact), prior to disclosure of the report. <p>During the Disclosure of the Report, the Report Author must include:</p> <ul style="list-style-type: none"> • The opportunity to explain concepts and terms • The opportunity to discuss implications of the recommendations for the offender • The opportunity for the offender to ask questions <p>If the Report Author considers it appropriate to leave the offender with a draft copy of the report they must:</p> <ul style="list-style-type: none"> • Ensure that a clear watermark is on that copy that states this is a draft • Make arrangements with their local contact to collect draft copies after a specified period. This is to ensure that only final copies of the report are retained by the offender once it is submitted to the Authority.
Process	<p>The process includes:</p> <ul style="list-style-type: none"> • Reviewing updated information (likely to be updated NOMIS notes or a short document such as an updated risk management plan) • Interview with the offender (may be completed remotely if agreed with the Regional Lead), • Consultation with key personnel (COM / POM) • Writing a short addendum report • Disclosure to offender following QA approval (could be completed remotely if agreed with Regional Lead).
Output and records of activity	Addendum document

Provision of feedback and assurance	All work completed as part of an Addendum will be required to pass the Authority QA process prior to submission to the Parole Board / other body
Approvals and consultation required at this stage	Order form from the Authority prior to the commencement of work. Agreement required from Regional FW Lead if an alternative to face to face disclosure is required Any significant change to risk assessment and recommendations for risk management must be discussed with the Regional Framework Lead in the same way as for the full Risk assessment report.

17.9 Additional Assessments

Description	Additional Assessment Requirement A – Use of an additional tool On occasions there may be requirements for additional structured assessments to be completed which are not specified in the Order Form, or the NSR1 defines the need for more than one SPJ
Where to be conducted	Within preparation or interview periods
Average time	Standard Time Dependant on the additional tool used
Include but not limited to	A separate product is not required where most of the information and formulation can be taken from the main interview and collateral review. Results of additional tools should be incorporated in the report without unnecessary repetition of information that is common across SPJs
Process	Report Authors should aim to cover all the material required for these assessments within their interview process.
Output and records of activity	All Report authors must use the approved worksheets for the SPJ's found in each of the manuals or an approved alternative
Provision of feedback and assurance	All work completed by the Report Author should be subject to their internal QA processes and must meet the requirements of the Authority QA before disclosure to the offender. This should be reflected in the Report Progress Record (section 5 of the contract pack)
Approvals and consultation required at this stage	Additional Tool: With: FW Lead Psychologist or nominated psychologist When: During review of collateral or following risk assessment interview if tools not specified in the NSR2 are identified What: Discussion of the added value the additional tool will bring to the case
Financial Approval additional work	The original NSR2 will define cases where more than one SPJ is required – this does not need additional approval but should be invoiced at the appropriate rate from the accepted bid cost sheet. In cases where more than one SPJ is identified at a later point, Regional Lead Psychologist approves following review of the need and is in agreement that it is proportionate and necessary to the case.

	<p>This discussion should form the basis of the completion of the Additional Work Approval Form by the Report Author / Supplier (with costs)</p> <p>Follow the Additional Work Process.</p>
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Description	Additional Assessment Requirement B – Separate interview and specific report required (including when not covered in the NSR2)
Where to be conducted	In a private place where the Report Author is alone and the documents/screen cannot be overseen.
Average time	2 days
Include but not limited to	Where the interview required for the tool is not contained within a standard risk assessment interview (e.g. IPDE, PCLr, WAIS). These assessments largely relate to Responsivity issues. The <u>results</u> may be integrated within the Risk Assessment Report or may form a stand-alone report although Inclusion of the conclusions from the tool should be incorporated in the overall risk assessment formulation.
Process	Separate interview arrangements should be made where required to complete this element of the work.
Output and records of activity	Suppliers should use the standard interview schedules and scoring worksheets for the assessment tool
Provision of feedback and assurance	All work completed by the Suppliers should be subject to their internal QA processes and must meet the requirements of the Authority QA before disclosure to the offender.
Approvals and consultation required at this stage	<p>If additional assessments are identified after the NSR2 is completed:</p> <p>With: Regional FW Lead or nominated psychologist</p> <p>When: During review of collateral or following risk assessment interview</p> <p>What: Discussion of the added value the additional tool will bring to the case</p> <p>The original NSR2 will define cases where a structured Responsivity tool is required – this does not need additional approval but should be invoiced at the appropriate rate from the accepted bid cost sheet.</p>

17.10 Joint Reports

Description	<p>Joint Reports:</p> <ul style="list-style-type: none"> Directed by the Parole Board and Commissioned from the framework via PSG Ordering process. Required when the Parole Board require two professionals to discuss and summarise their views.
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	<p>This is an evolving requirement from the Parole Board and as such changes in approach are expected.</p> <p>It is important that consistency is achieved between HMPPS staff and Report Authors on the Framework. Any up to date guidance will be issued to both HMPPS and Framework Suppliers so that the standard templates introduced are utilised</p> <p>Suppliers understand the process as a whole and can implement any amendments to approach in “real-time” simultaneously with HMPPS.</p>
Where to be conducted	Via secure Email or telephone consultation with the External Psychologist commissioned by the offender. If Via email it is the Report author’s responsibility to ensure that the external psychologist can receive / send information via secure email only.
Average time	Standard Time 4 hours
Include but not limited to	The Report Author may be required to produce a short statement, in collaboration with an external psychologist commissioned by the offender. This should be completed using a standard template outlining areas of agreement / disagreement for the Parole Board.
Process	The Regional FW Lead will provide contact details to the Report author of the legal representative and / or the external psychologist. It is the responsibility of the Report Author to make contact with the external psychologist and agree the timeline for completion of the joint report before the final deadline.
Output and records of activity	Short Formal Statement
Provision of feedback and assurance	Information provided within Joint Report relating to the consultation process on the Report Progress Record
Approvals and consultation required at this stage	<p>With: Regional FW Lead or nominated psychologist</p> <p>When: Before completing the Joint Report</p> <p>What: Confirmation of the need for the Joint Report</p>
	<p>Lead Psychologist approves following review of the need and is in agreement that it is proportionate and necessary to the case.</p> <p>The Joint Report is not subject to formal Authority Quality Assurance – receipt of the joint report for submission to the Parole Board will be taken as evidence that the commission has been completed.</p>

18 LOT 2 – Specialist Psychological Interventions

18.1 Scope

There are three aspects to the provision of intervention services within this contract:

1. Accredited Interventions delivered by specialist facilitator to individual participants
2. Accredited Intervention Supervision by Registered Psychologists or Qualified ex-Probation Officer
3. Delivery of bespoke psychological interventions to individual participants.

Throughout the lifetime of the contract further intervention programmes may evolve. In this circumstance an accredited standards pack will be issued to any Supplier that wishes to take part in the delivering the service, subject to being suitably qualified.

18.1.1 Accredited Interventions delivered by specialist facilitator

18.1.1.1 HMPPS regularly delivers the Healthy Sex Programme intervention

18.1.1.2 The volume of work for the Healthy Sex Programme is driven by the number of men who are identified for this intervention (currently custodial delivery only) in order to manage their risk related behaviours and the capacity of PSG to deliver it alongside other priority work.

18.1.1.3 The Authority cannot guarantee a set amount of work. In the last two years the programme frequency was;

Year	No. of Programme
2018/2019	147
2019/2020	117 (lower due to Covid-19)

18.1.1.4 The aim is to deliver 150 HSP places per year. The majority of these will be delivered in house – this contract is to commission the remaining places that cannot be met in house.

18.1.1.5 The Healthy Sex Programme (HSP) is designed to support participants in testing out a range of skills for healthy and safe living with offence-related sexual interests. It is designed for those individuals who:

- Have already completed the Kaizen, Horizon, BNM+ or NMS programmes with a conviction for a sexual offence(s),
- Are assessed as at least medium risk or higher for sexual reconviction,
- Are assessed as being able to benefit from practicing skills to effectively manage offence-related sexual interests,
- *and* who acknowledge an offence-related sexual interest and are motivated to engage in the programme.

18.1.1.6 There is ability to apply a clinical over-ride to these criteria for men with specific clinical needs.

18.1.1.7 HSP consists of 7 main goals, which are:

- To offer the opportunity to understand healthy sex and healthy sexual thoughts
- To support participants to explore their sexual interest/s and arousal patterns
- To support participants to identify triggers to unhealthy and healthy sexual arousal
- To support participants to increase healthy sexual thoughts and arousal where possible.
- To offer opportunity to practice ways to feel in control of sexual urges
- To support participants to test skills for healthy and satisfying relationships with adults
- To support participants to update New Me Life Plans developed in other programmes

18.1.2 Delivery of bespoke psychological interventions to individual participants.

18.1.2.1 A priority for PSG is to deliver interventions in a manner that meets the diverse needs of our population.

18.1.2.2 For many this can be achieved through participation through the suite of Accredited Offending Behaviour Programmes which includes both group and individual interventions.

18.1.2.3 On occasion the needs of an individual participant are such that a bespoke psychological intervention is required to be delivered by a suitably qualified Registered Forensic or Clinical Psychologist.

18.1.3 Accredited Interventions Supervision by Registered Psychologists or Qualified ex-Probation officer

18.1.3.1 All Accredited interventions are governed by a range of criteria designed to ensure that high quality intervention is delivered as designed and that staff are properly supported in doing so.

18.1.3.2 It is managed via the Interventions Integrity Framework and monitored through auditing four Key Lines of Enquiry (KLOE):

- i. Is the intervention(s) being delivered as designed?
- ii. Is the learning environment safe, constructive and effective?
- iii. Are the team enabled to effectively deliver the programme?
- iv. Is the delivery of the programme supported by the local management and delivery context?

18.1.3.3 Supervision processes contribute to each of these Key Lines of Enquiry.

18.1.3.4 The scope of this contract is to commission supervision for Accredited Interventions that meets the standards required by the KLOEs.

18.1.3.5 Supervision tasks will include;

- i. Individual case treatment planning
- ii. Viewing recordings of intervention sessions

- iii. Providing feedback to facilitators from this viewing
- iv. Engaging in one to one supervision sessions with the facilitators focusing on development of their delivery skills
- v. Reviewing treatment plans to ensure they are responsive to need within sessions
- vi. Writing up supervision sessions & sharing feedback with facilitators

18.1.3.6 Supervisors will work closely with directly employed Treatment Managers who hold overall responsibility for the integrity of interventions delivered. On occasion this may entail additional meetings to resolve problems.

18.1.3.7 Meetings will be paid at an agreed hourly rate with the duration of the meeting being agreed with the commissioner of the meeting (if not the supervisor) and the Regional Lead overseeing this Lot 2 of the contract.

18.1.3.8 An Additional Work Approval form should be used to specify the hours to be paid on invoice.

18.2 Order Process

18.2.1 Accredited Interventions and Supervision of Accredited Intervention will be commissioned via a Notice of Requirements 1 which will specify the following:

- Delivery or Supervision Requirement (with qualification of personnel stated)
- Time period of delivery required & proposed dosage (how many sessions per week etc.)
- Number of participants to receive the intervention in this period (if more than one case commissioned)
- Site for delivery
- Contact details within site
- Any intervention completion target dates that will link to delivery (e.g. forthcoming parole board review)
- Logistical issues for site or access to participant

18.2.2 Bespoke individual interventions will cover cases where the individual diversity and responsivity needs of a offender cannot be met by existing structured interventions.

18.2.3 The demand for this service will be driven by sentence management processes & the need to draw on a wider capacity and capability for specialist services.

18.2.4 Bespoke Interventions will be commissioned via a Notice of Requirements 1 which can be found in the Contract Delivery Pack.

18.2.5 Once a bid is approved for either Accredited or Bespoke Interventions further information will be provided by way of a Notice of Requirements 2 which can be found in the Contract Delivery Pack

18.2.6 Disruption to services is covered in Schedule 1 of this document.

18.3 Standards for delivery of Accredited Interventions:

18.3.1 All Accredited Interventions are underpinning by compulsory training and therapist competencies as well as consistent standards for delivery tasks.

Role	Training, competency or Task	Trainin Details
Facilitator	Qualification	Must be either a Forensic Psychologist in training or Registered Psychologist or Qualified (ex) Probation Officer. Any other fully trained/eligible HSP practitioner who does not meet these criteria must be specifically agreed by the Authority.
	Training / Experience	<p>Ordinarily, has delivered as a minimum</p> <p>a. Two or more full Horizon or New Me Strengthens (NMS: sexual offending cohort) groups equivalent to at least 75 sessions.</p> <p style="text-align: center;"><i>OR</i></p> <p>b. One Becoming New Me plus (BNM+: sexual offending cohort) group or has delivered Kaizen (sexual offending cohort) for at least 150 hours - in both cases equivalent to at least 75 sessions.</p> <p style="text-align: center;"><i>AND</i></p> <p>c. Has received the Programme Needs Assessment training package, or is otherwise familiar with conducting structured psychological risk assessments for men with convictions for sexual offending.</p> <p>d. Has demonstrated necessary competency at the HSP Assessment Centre and is deemed ready to attend HSP Training.</p> <p>If an individual is intending on delivering the HSP to graduates from BNM+ or NMS, they must have attended the Working Responsively with Learning Disability (WRLD) training as a minimum before they deliver the HSP. It is anticipated that this requirement is stipulated on the Order Form and Bidders confirm that they are qualified to deliver to graduates from BNM+ or NMS</p>

		Where an individual does not meet this criteria, an application for consideration for training can be made to the authority.	
	Tasks	Pre-Intervention	New Facilitators should anticipate spending up to a day making themselves familiar with the delivery environment. This may include local induction / security processes as well as being familiar with the delivery room, how to contact other staff, where offices are located etc.
			Review responsivity information for participant to incorporate these needs in treatment planning and the intervention process. Review PNA and any other assessment information in order to understand the risks being addressed by HSP and how these fit in the wider risk management picture
			Complete standardized paperwork to confirm each stage of the process is undertaken (Treatment Manager will provide access to all relevant papers for each case)
			Treatment planning – recording clinical reasons for treatment content, activity within each session, responsivity adaptations, dosage and frequency of sessions planned
			Deliver pre-intervention sessions to engage the participant and focus on responsivity needs (average 2-3 hours per case)
		Intervention sessions	Preparation – minimum 45 minutes per session to include planning / preparing materials, ensuring rooms are set out appropriately & recording equipment is working
			Delivery – Each participant will receive 12-30 hours intervention dependent on need. Sessions are 30-90 minutes duration (plus in session breaks) Rate of delivery 1 per fortnight – 2 per week dependent on need Rate of delivery might vary between cases and within the case itself dependent on need and the stage of intervention / exercises used within the intervention.
			Post session – writing post session notes in HSP Activity Log + providing feedback for recording on NOMIS as appropriate. Completing other standardized paperwork such as the Therapist Ratings of New Me (all papers will be provided by the Treatment Manager for each case) Engaging in debrief session after each delivery session with a nominated member of staff (this is defined as a 45 minute debrief for each delivery session).
			Post intervention – Writing outcome letters for participants (these are on occasion also written during the intervention)

		Attending Progress Review Meeting within 6 weeks of completion (approx. 1 hour per participant). On occasion the therapist may be requested to write the minutes for the review
	Supervision	Facilitators must attend a minimum of 4 hours supervision per case (50% more for new therapists delivering their first 2 cases – minimum 6 hours) – they are expected to have prepared for supervision in order to discuss their cases and their delivery of the intervention.
	Maintaining Wellbeing	All facilitators must attend 3 Personal Support sessions every 6 months (and access more if required) – these will be provided via HMPPS. All facilitators must have at least a 4 week break per 3 HSP cases delivered All facilitators must engage in an Annual Wellbeing Check with the Treatment Manager (and interim wellbeing checks if required). If delivering across more than one site the checks, breaks and support plans must be shared between Treatment Managers to ensure overall wellbeing is maintained.
	Flexibility	Facilitators must be able to deliver with some flexibility dependent on the needs of the participant in each case. Treatment Planning will to a large extent define the flexibility (e.g. if change of rate of delivery will be required within the case) but some degree of flexibility will be required to develop & maintain the therapeutic relationship. Participants must not have a greater gap in therapy than 2 weeks so Supplier need to factor in absences such as annual leave and agree these with the Treatment Manager in advance of taking on a case. There is a requirement to give 24 hours notice of possible cancellation of sessions wherever possible with a rebooked session being offered as soon as possible (and not more than 2 weeks later).
Supervisor	Qualification	Must be either a Registered Psychologist or Qualified (ex) Probation Officer
	Training / experience	An HSP Therapist may apply to become a HSP Supervisor if: <ul style="list-style-type: none"> • The HSP therapist has accumulated at least 50 hours of HSP delivery (approx. two cases), <i>and has</i> • Demonstrated consistent levels of knowledge and therapeutic skill in delivering the HSP (e.g., by receiving positive session monitoring reports), <i>and has</i> • Attended Supervision Skills training, <i>and demonstrates</i> • A depth of knowledge about the origins and nature of offence-related paraphilia, and the therapeutic procedures that support positive change in individuals who live with them,

		<p><i>and</i></p> <ul style="list-style-type: none"> • If supervising HSP therapists who work with graduates from Becoming New Me plus (BNM+) and New Me Strengths (NMS), have, as a minimum, attended the Working Responsively with Learning Disability workshop. <p>Usually staff who supervise HSP therapists will also regularly deliver the HSP or switch between supervisory and delivery roles in a linear or parallel fashion. However, where a therapist spends a longer time in a supervisory role, they should retain their HSP delivery skills. While it is likely that therapists can maintain their skills by supervising other therapists, they should not spend longer than 24 months away from delivering the HSP themselves,</p>
	Tasks	<p>Must view a minimum of 1 recorded session per 5 delivery sessions. Supervisor must write suitable feedback using a standard template, this must be discussed in supervision and any concerns raised with the Treatment Manager in a timely manner</p> <p>Provide a minimum of 4 hours supervision per case (50% more for new therapists = 6 hours) – supervisors must prepare for each supervision session to be responsive to the needs of the therapist and the participants.</p> <p>Focus supervision on:</p> <ul style="list-style-type: none"> • Professional development and supporting wellbeing • Programme fidelity • HSP Planning and Process • Responsivity <p>Supervision sessions must be written up after every session and notes shared with the facilitator</p> <p>The supervisor must ensure that the therapist has access to suitable session debrief after every session (they may provide the debrief or agree an alternative with the Treatment Manager). This is planned as a 45 minute debrief after every session.</p>
	Maintaining Wellbeing	<p>Supervisors should attend 3 Personal Support Sessions per year to maintain wellbeing provided via HMPPS.</p> <p>All supervisors must engage in an Annual Wellbeing Check with the Treatment Manager (and interim wellbeing checks if required). If Supervising across more than one site the checks, breaks and support plans must be shared between Treatment Managers to ensure overall wellbeing is maintained</p>
	Flexibility	<p>Supervisors must be able to deliver with some flexibility dependent on the needs of the facilitator in each case. .</p> <p>There is a requirement to give 24 hours notice of possible cancellation of supervision sessions wherever possible with a rebooked session being offered as soon as possible (and not more than 2 weeks later).</p>

Facilitators are required to ensure that they do not deliver more than 6-8 HSP cases per annum without specific agreement from a Treatment Manager. This is to ensure that the required breaks between delivery are achieved and that wellbeing checks are completed at the appropriate points.

18.3.2 Accredited Interventions delivered by specialist facilitator / Supervision of Accredited Interventions (HSP)– these are currently delivered in the following sites:

- Bure,
- Bullingdon,
- Littlehey,
- Dartmoor,
- Channings Wood,
- Frankland,
- Wakefield,
- IOW,
- Stafford,
- Hull,
- Holme House,
- Usk,
- Wymott,
- Whatton

18.3.2.1 On occasion resource may be diverted to other sites but would always be within the geographical region of the main sites and commissioning to these sites would be negotiated with Suppliers as appropriate.

18.4 Standards for delivery of Bespoke Psychological Interventions:

- 18.4.1** All practitioners must be Registered Psychologists (either Forensic or Clinical specialism) and must provide their HCPC registration details for each mini-bid.
- 18.4.2** All practitioners bidding for work which focuses on an approach that requires specific training and accreditation must be able to demonstrate evidence of having this when placing a mini-bid for cases.
- 18.4.3** All proposed therapeutic approaches must have validity in a forensic setting that relates to the treatment aims of the intervention.
- 18.4.4** Practitioners should engage in peer supervision during the period of intervention – the name of the peer supervisor should be provided in each case.
- 18.4.5** If formal supervision is required by the approach taken (e.g. EMDR) the plans for this must form part of the intervention planning process and Supplier plans for accessing this supervision must be provided to a designated psychologist within PSG.
- 18.4.6** Bespoke interventions will be designed individually to meet the treatment needs of the offender. However, in general the following stages will be required:

Task	Description
Reading collateral information	In all cases relevant papers will be provided to the Intervention Practitioner to underpin the requirement for the intervention. The volume and range will depend on the needs of the individual. Practitioners are expected to read the collateral information provided and identify any gaps in order to plan their intervention. They should request further information in a timely manner.
Consultation with other professionals	The range of professionals will depend on the needs of the offender.. However, at a minimum the Practitioner will be expected to make contact with the Community Offender Manager and / or Prison Offender Manager to discuss the case and how the intervention will fit into the sentence plan. The Practitioner should also discuss the case with a nominated psychologist within the region who has knowledge of the commission for intervention in order to fully understand what is required.
Preparation of Treatment Plan	<p>In all instances a treatment plan should be developed that clearly addresses the requirements in the commission. This should include:</p> <ul style="list-style-type: none">• Statement of treatment approach to be used• Number and length of proposed sessions• Frequency of sessions• Outline of session content• Statement of responsivity adaptations being made as required• Any support likely to be required by the individual during the intervention process <p>This treatment plan should be shared with the nominated psychologist before intervention commences in order to ensure that it is practically possible. This stage is not gaining clinical approval for the content (as that will be the responsibility of the practitioner)</p>

	<p>It is to ensure that the plan addresses the needs identified in the commission and that the delivery plan is achievable in the environment. Once agreed in principle the delivery schedule / timetable must be drafted in order that practical arrangements can be made (e.g. access to site, booking appointment slips, booking rooms etc.).</p> <p>Practical arrangements will be the responsibility of a designated person within the site.</p>
Delivery of sessions	<p>Delivery should take place according to the timetable. There must be clear evidence of a pre-intervention consent session with the individual being given time to ask questions, reflect on the information given and sufficient time to give fully informed consent.</p> <p>Sessions should include a break if appropriate and the Practitioner must be clear about the security arrangements for any break (whether the individual can leave the intervention room for example, if so where can they go, arrangements to get them back into session etc.)</p>
Post session Recording	<p>Practitioners should ensure that they keep detailed post session notes that will be returned to the Psychology team at the end of the intervention to form part of the case record. The Return of Data to be used is within the contract delivery pack.</p> <p>Notes should be clear and concise, and understandable by a suitably qualified individual (i.e. another psychologist). These should be in electronic not paper form.</p> <p>The notes should relate to the treatment plan for the session and should show any adaptations required to the plan (e.g. for emerging responsivity reasons).</p> <p>If these adaptations are likely to change the overall duration of the intervention (rather than the exercises to be completed within session) this must be communicated to the nominated psychologist as soon as practical and agreed before continuing.</p> <p>If this will extend the agreed number of sessions, an Additional Work Approval form must be completed to approve funding.</p> <p>After each session, the Practitioner must provide a brief note to a designated person within the site for entering on formal case records. This should not include any confidential information but should highlight any support needs for the individual.</p> <p>If the Practitioner has significant concerns about the individual's well being they must communicate these to the designated contact and to the site <u>immediately post session</u>.</p> <p>They must be able to work with that person to follow through any required actions (e.g. opening the standard document to prevent self harm – they will be supported in doing this by HMPPS staff) and be willing to participate in any review meetings needed to keep the individual safe.</p>
Post intervention	<p>On completion of the intervention the Practitioner must supply a post intervention report suitable to be shared with other professionals (including if appropriate the Parole Board). This should include at a minimum:</p> <ul style="list-style-type: none"> • Qualifications and experience of the Practitioner

	<ul style="list-style-type: none"> • Statement of referral requirements • Outline of the intervention (brief statement of treatment aims and process) • Assessment of engagement & progress in intervention as compared with the aims of the intervention <p>This report must be subject to quality assurance by a designated psychologist from PSG in order to determine that it has met the commissioned requirement. It should be disclosed to the individual in person by the Practitioner after Authority Quality Assurance is approved and any response from the individual must be recorded within the report before submission. It must not be disclosed to the participant before QA is complete and the timing of disclosure must be agreed in order to minimize potential distress to the individual (e.g. should not normally be disclosed on a Friday).</p> <p>A separate record must be provided of the supervision engaged in by the Practitioner. This will not form part of the individual's psychology file but is required in order to meet the Quality Assurance process and will be kept in a QA file for contract management processes.</p> <p>Once the intervention is complete and the report disclosed, all materials must be returned to a designated person within PSG for inclusion on the individual's electronic psychology record, using the Return of Data form in the contract delivery pack. When confirmation is received that this has been done the Practitioner must delete all records from their computer systems in accordance with the IA management processes. If they are required to make further comment (e.g. by attendance at a Parole Board) they will be supplied with the materials again.</p>
Attendance at meetings	<p>On occasion Intervention Practitioners may be required to attend further meetings in relation to the individual. These are most likely to be Parole Board hearings but may include MAPPA or sentence planning meetings. The funding for these should be agreed with the Regional Lead. The Practitioner should prepare effectively for these meetings including being clear what their role entails (for example, attending a Parole Board will required the ability to describe the intervention effectively but NOT to comment on the impact of this on risk as the Practitioner will not have been involved in the risk assessment process). After such meetings the Practitioner should provide a summary of their involvement to be added to the electronic psychology record. If appropriate they should also be able to share concerns about the individual's well-being (e.g. If the individual has become distressed during the parole hearing) in order that appropriate support can be put in place.</p>

18.4.7 Anticipated Treatment Modalities for Bespoke Interventions

A range of intervention approaches may be considered but practitioners are likely to have experience of working in forensic settings in one or more of the following modalities:

- Cognitive Behavioural Therapy
- Eye Movement Desensitisation & Reprocessing Therapy (EMDR)
- Schema Therapy
- Acceptance, Commitment Therapy (ACT)
- Dialectical Behaviour Therapy (DBT)
- Compassion Focused Therapy (CFT)
- Cognitive Analytic Therapy (CAT)
- Mentalisation Based Therapy (MBT)

18.4.8 Geographical Coverage (Bespoke Interventions)

18.4.8.1 Bespoke interventions may be required in any of the geographical locations shown in this Specification.

18.4.8.2 A movement hold will be requested to ensure that a offender remains in that site for the duration of the intervention although urgent operational priorities will always take precedence (e.g. if it becomes operationally impossible to hold the offender in that site).

18.4.8.3 In these instances the Registered Psychologist should liaise with the Regional Lead to determine how to proceed and whether this entails approval of additional funding to enable further travel costs, or whether the intervention should cease.

18.4.8.4 If the intervention does cease then an appropriate payment will be made for work completed to date.

19 LOT 3 : Clinical Supervision

19.1 Scope

Clinical Supervision is required for Trainee Psychologists working towards the Cardiff Post Graduate Diploma Forensic Psychology Practitioner Programme or the British Psychological Society (BPS) Qualification in Forensic Psychology (Stage 2).

19.1.1 There are two aspects to supervision in the context of Forensic Psychologists in Training;

- **Co-ordinating Supervisor / Clinical Supervisor (CS)** - Guidance and Development of individual trainees throughout their qualification
- **Additional Supervisor/ Designated Supervisor** – Supervision of Individual pieces of work or projects as required

19.2 General Obligations – Specific to LOT 3

19.2.1 All Forensic Psychologist Supervisors bidding for BPS Qualification work will be on the Register of Applied Psychology Practice Supervisors and will be responsible for maintaining this registration according to the requirements of the British Psychological Society

19.2.2 Forensic Psychologist Supervisors bidding for Cardiff Qualification work will be able to provide evidence of their CPD activities related to maintaining competence to supervise others.

19.2.3 All supervision provided will meet the requirements of the Qualification at the time of supervision – it is the responsibility of the Supervisor to ensure they are up to date with any changes for the qualification route.

19.2.4 Forensic Psychologists providing supervision must not accept work with a trainee if there is an identifiable conflict of interest. Where a potential conflict of interest is identified the Registered Psychologist is responsible for raising this in line with the requirements detailed within the Conflict of Interest Schedule.

19.2.5 Designated supervisors of reports that have previously delivered an intervention with a offender should not be involved in supervising a risk report. Any identified conflict of interest must be raised at the earliest opportunity with the appropriate senior manager to determine the way forward.

19.2.6 Supervisors have the responsibility to organise and co-ordinate the supervision arrangements. Where face to face sessions are required to be held within an HMPPS site it is the responsibility of the HMPPS Trainee to arrange access and accompany the Supervisor according to local security arrangements.

19.2.7 Any meetings held remotely must utilise communication systems which meet the security requirements specified in the Security Operating Procedures. Any

information shared with/by the trainee must be sent via cjsm accounts. Any such remote meetings must be held in a private space where the conversation cannot be overheard.

19.2.8 Supervision will be on an individual basis with the expectation that the supervisor will attend any additional meetings (e.g. Tripartite meetings for Cardiff PGDip) as required.

19.3 Co-ordinating Supervisor / Clinical Supervisor (CS) - Guidance and Development

19.3.1 The Supplier will provide an ongoing commitment to Trainee Psychologist's development and guide them as they move through the qualification.

19.3.2 The Supervision approach must be tailored to meet the minimum requirements of the specific qualification route being commissioned but must include a minimum of two hours per fortnight to review the trainee's progress, support them with planning and provide reflective space.

19.3.3 Additional hours of supervision will be required in order to support the development of competence through supervision of individual pieces of work.

19.3.4 Two packages of Co-ordinating / Clinical Supervision may be required:

- Full Package: this would entail providing supervision for all aspects of the trainee's work and development for the duration of the qualification process (coordinating and designated supervision)
- Part Package: this would entail providing developmental supervision only with individual tasks being supervised by directly employed HMPPS staff (co-ordinating supervision only)

19.3.5 The CS is expected to liaise with the Regional lead about the specific requirements of supervision in relation to Accredited Interventions.

19.3.6 The CS must be conversant with the processes outlined in the Contract Delivery Pack in relation to the different roles of a trainee.

19.3.7 Co-ordinating supervisors must also liaise closely with the HMPPS Trainee's line manager and with any Additional/Designated Supervisors appointed.

19.3.8 A Co-ordinating / Clinical supervisor must not exceed a maximum number of 4 trainees which is inclusive of HMPPS or anywhere else. This is a requirement of the qualification routes.

19.3.9 Supplier must maintain up-to-date records of activity and submit to the Authority, if required, without delay.

19.3.10 A minimum of 50% of supervision sessions will be face to face / in person sessions to assist with relationship building. Where the Qualification route requires a minimum number of hours face to face this can be achieved through a combination of video conferencing technology and in person meetings as long as the 50% marker is reached for in person meetings.

19.3.11 Co-ordinating / clinical supervisors will be required to evidence that they have observed sufficient activity in a person to be able to assess competence, for example;

19.3.12 They will be expected to observe the trainee conducting risk assessment reports in order to assess development of interview style etc. The quantity of live observations will vary according to the needs of the trainee and should be agreed with the line manager, meeting the minimum standards set out in the Contract Delivery Pack forms.

19.3.13 A minimum of one tripartite meeting (PGDip) must be held in person and it is anticipated that approximately 50% of Co-ordinating / Clinical Supervision sessions will

be in person. These criteria may be varied if the Qualifications Suppliers amend these requirements.

19.3.14 Standards for delivery

19.3.14.1 Delivery of Co-Ordinating / Clinical Supervision must adhere to the current standards for these tasks outlined in the relevant Qualification Handbook for the route being supervised.

19.3.14.2 In the context of the requirements of the relevant Qualifications Handbooks, these overarching parameters must be met:

Task	Description
<p>Enrollment of Trainee on route</p> <p>Average time: 4 hours</p>	<p>The Supervisor must:</p> <ul style="list-style-type: none"> • Provide sufficient time to complete all the enrollment tasks. This must include liaison with the Line Manager to ensure that the agreed plan of training is deliverable within the Region in which the trainee is employed. • Enrollment must include the development of a supervision contract, setting expectations for the trainee and the supervisor, including but not limited to: sending practice diaries ahead of supervision, agreeing agendas for supervision sessions, process for accessing ad hoc supervision etc.
<p>Preparation for Supervision sessions</p> <p>Average time: 1.5 hours</p>	<p>The Supervisor must prepare appropriately for each supervision session, including but not limited to: agreeing and providing meeting details/agendas/access arrangements/numbers, reading practice diaries, prior liaison with all required stakeholders.</p> <p>It is essential that any emailed communications are done via a secure cjsm email account.</p>
<p>Delivery of Supervision session</p> <p>Average time: 2 hours</p>	<p>The Supervisor must:</p> <ul style="list-style-type: none"> • ensure that sufficient time is given to each supervision session as required by the Qualification route. • ensure that the trainee provides supervision notes for review so there is a continuous record of the content of supervision. • be familiar with the BPS guidance <i>British Psychological Society Digital Adaptations to Supervision and Observations (clinical division)</i> which is relevant to forensic settings.
<p>Post Supervision tasks</p> <p>Average time: 1 hour</p>	<p>Whilst writing formal notes of the supervision session lies with the trainee as part of their Practice Diary, the Supervisor must:</p> <ul style="list-style-type: none"> • ensure they maintain sufficient record of the content of supervision to be able to follow up on issues as appropriate. Qualification processes such as supervision plans should be completed in accordance with the appropriate route. • If necessary, contact should be made with the line manager to feed back any issues or commend progress. A formal feedback note should be sent at agreed intervals to the line manager – this will form part of the Authority Quality Assurance process for this Lot and forms are located in the contract delivery pack. • Where significant concerns have arisen during a supervision session the Supervisor is responsible for ensuring appropriate actions are taken. The method of communicating issues should be appropriate to

	<p>the seriousness of the issue in hand and should be responsive to the need to provide support to the trainee or any other person involved</p> <ul style="list-style-type: none"> • Where concerns relate to a trainees conduct a formal summary of the issue should be provided to the Line Manager to enable the trainee to be supported via required HMPPS processes. • Where the concern is in relation to the practice of the trainee, a formal note must be sent to the Line Manager within 24 hours and the Supervisor must make themselves available for any formal meeting or consultation that may be required to progress the issue. • Where there is a risk to wellbeing of an individual this should be raised immediately the issue becomes apparent. The Supervisor must make face to face contact with an appropriate senior manager within HMPPS. The supervisor should follow up with an email to the HMPPS senior manager confirming their conversation so there is a record.
<p>Content specific tasks</p> <p>Average time: Varied depending on supervision package & trainee need</p>	<p>The Supervisor must:</p> <ul style="list-style-type: none"> • liaise closely with the line manager to understand work allocated to the trainee and agree supervision times for pieces of work. • Deliver written and verbal feedback to the trainee to produce the work within business defined deadlines
<p>Qualification route specific tasks</p> <p>Average time: Varied depending on route</p>	<p>The Supervisor must ensure</p> <ul style="list-style-type: none"> • they are familiar with the requirements of the Qualification route and must complete all aspects and any relevant tasks. • Make sufficient time to mark / develop feedback on submissions for the relevant route.

19.4 Additional Supervisor / Designated Supervisor

19.4.1 Supervision may be required for individual pieces of work or projects that will form part of the development of the trainee towards qualification. This can be in any of the Core Roles (BPS) or Modules (Cardiff).

19.4.2 Additional / Designated supervision may be commissioned for a discrete project (e.g. a Research Project) or for a number of individual items, which may cover a number of trainees. The likely content of Designated / Additional Supervision will cover:

- Risk assessment reports,
- Case File Reviews (related to Safety processes),
- Enhanced Behavioural Monitoring reviews (EBM)
- Research Projects
- Consultancy Projects
- Teaching and training Projects

- 19.4.3** Additional / Designated supervision will only be commissioned where the Co-ordinating Supervision element is being delivered internally by HMPPS. The volume and content of this supervision will vary by region.
- 19.4.4** Designated / Additional supervisors must liaise closely with the HMPPS Co-ordinating / Clinical Supervisor.
- 19.4.5** Designated / Additional Supervision may be held completely remotely, via email, telephone or other virtual communication methods.
- 19.4.6** It is anticipated that for any individual piece of work supervised through designated / additional supervision 50% of the contact will be via personal contact. Live observation of the trainee's work may be requested by the Co-ordinating Supervisor if needed.
- 19.4.7** The requirements of Additional / Designated supervision will vary with the project in hand. Time / Cost models are provided in Schedule 2 of this document.
- 19.4.8 Standards for delivery of Additional / Designated Supervision:**
- 19.4.8.1** Delivery of Additional / Designated Supervision must be reflective of supporting the trainee to achieve the current standards for these tasks (e.g. providing an appropriate report for a Parole Board).
- 19.4.8.2** Additional / Designated Supervisors must meet the requirements for this role outlined in the relevant Qualification Handbook for the route being supervised, however these overarching parameters must be met:

Task	Description
Pre-Supervision Preparation Time: 1 hour	The content of pre-supervision preparation will vary depending on the nature of the task in hand. However, in general the additional / designated supervisor should: <ul style="list-style-type: none"> • Ensure they have liaised with the Co-ordinating / clinical supervisor to agree any competencies to be achieved through this piece of work • Read any materials sent to them by the trainee in preparation for the supervision session. These must use a cjsm email account. • Agree the means by which to provide supervision (face to face or remote) and to ensure that this is provided from a suitable private space using appropriate secure medium. • Prepare any materials they consider would be helpful to the trainee as appropriate (e.g. providing references for academic papers that could be helpful etc.)
Delivery of Supervision session	<ul style="list-style-type: none"> • Supervision must take place in / from a suitably private place and via suitable medium if remote.

Time: Varied	<ul style="list-style-type: none"> • Additional or designated supervision must focus on the content of the piece of work. • General learning / development of competence may be acknowledged but is primarily covered elsewhere by CS. • Supervision may be via email if this is agreed as the most suitable means by which to supervise a specific piece of work (e.g. providing feedback on a draft report could be done via email whereas discussion of the next step of a research project is more likely to be an in person activity)
Post Supervision tasks Time: 1 hour	<ul style="list-style-type: none"> • After each supervision session the Designated / Additional Supervisor should provide a Feedback to the Co-ordinating supervisor noting the date and broad content of the session using the format provided in the Contract Delivery Pack. This is so that the Co-ordinating / clinical supervisor can ensure that all supervision is being reflected upon in the diaries. This should be provided within 24 hours. • If significant concerns have arisen in the session contact must be made between the Designated / Additional Supervisor and the Co-ordinating / clinical supervisor within 24 hours. • This contact must make clear whether the concern relates to a Prisoner who is the subject of a report/activity or whether it relates to the practice of the trainee. • If the welfare of a Prisoner is of concern the Designated / Additional Supervisor must ensure that appropriate support is put in place through liaison with the appropriate staff on site (or support the trainee to do this). • When each piece of designated / additional supervision is complete (e.g. a report is submitted, a project is finalised) all records of the supervision along with all materials relating to it should be sent to the Co-ordinating supervisor and deleted from the designated / additional supervisor's records.

19.5 Reference points (LOT 3)

19.5.1 The following documents provide the reference point for supervision requirements.

- British Psychological Society Revised Qualification in Forensic Psychology 2021
- British Psychological Society Digital Adaptations to Supervision and Observations (clinical division)
- Cardiff Metropolitan University Forensic Psychology (Practitioner Programme) handbook
- HCPC Standards of Proficiency for Practitioner Psychologists especially:
 - Standard 4: be able to practice as an autonomous professional, exercising their own professional judgment
 - understand the importance of participation in training, supervision and mentoring

- Standard 11: be able to reflect on and review practice
- 11.4 understand models of supervision and their contribution to practice

19.6 Order Process

19.6.1 Supervision will be commissioned via a Notice of Requirements 1 (NSR1) which will specify the following:

- Type of supervision (Co-ordinating / clinical or Designated / Additional)
- Qualification Route (for Co-ordinating Supervision)
- Number of trainees (for Co-ordinating / Clinical Supervision)
- Location of Supervisee (s)
- Definition of the work required (for Designated / Additional Supervision) over what period (e.g. 6 reports over 6 months, 1 research project with specified deadline etc.)

19.6.2 Once a bid is awarded further information will be provided by way of a Notice of Requirements 2. This will include:

- Names of the Supervisee (s)
- Names of Co-ordinating / Clinical Supervisors with full contact details (for Designated / Additional supervision)
- Name of Line Manager with full contact details (for Co-ordinating / Clinical Supervision)
- Deadlines for specific work (e.g. dates for the 6 reports)
- Details of enrolment dates expected for Co-ordinating / Clinical Supervision

19.6.3 Disruption to services is covered in Schedule 1 of this document.

Schedule 1- Disruption to Business

If there is a disruption to service for any reason, the following Principles below will be employed to determine next steps. The Authority will work with the Supplier to find the most suitable solution for the situation in which disruption has occurred.

1. Desired Outcome	
<p>1.1 The overarching desired outcome is that the required product is delivered with minimal disruption to:</p> <p>1.1.1 Lot 1: The Prisoner, Parole Board or other key Stakeholder (e.g. MAPPA)</p> <p>1.1.2 Lot 2: The Prisoner or other Stakeholder involved in sentence management for the prisoner</p> <p>1.1.3 Lot 3: The Supervisee or the Representative of the Authority managing workforce planning within that Region.</p>	
2. Supplier and Authority Responsibilities	
<p>2.1 The Supplier and the Authority have responsibility to:</p> <p>2.1.2 Notify the other party of the situation within 24 hours of becoming aware of the issue</p> <p>2.1.3 Respond promptly to requests for further information and to stay in close contact throughout to resolve the situation</p> <p>2.1.4 Return any documentation when requested to comply with IA requirements (Supplier)</p> <p>2.1.5 Ensure prompt payment for any work completed if the solution is to terminate the work (Authority)</p>	
3. Temporary (short term) vs Permanent (insurmountable) Situations	
<p>3.1 The Solution employed may vary depending on whether the disruption is temporary (short term) or permanent (insurmountable). Examples of such disruptions may include (but are not limited to):</p>	
Temporary / Short Term	Permanent / Insurmountable
<ul style="list-style-type: none"> • Site based disruption, for example <ul style="list-style-type: none"> ○ Outbreak site (short term) ○ Short term security measures ○ Staffing issues 	<ul style="list-style-type: none"> • Site based disruption, for example <ul style="list-style-type: none"> ○ Outbreak site (ongoing without likely end date)

<ul style="list-style-type: none"> ○ Other Health & Safety event 	
<ul style="list-style-type: none"> • Prisoner Availability, for example <ul style="list-style-type: none"> ○ Short term illness ○ Change of location (but could still be accessed later) ○ Declines to engage 	<ul style="list-style-type: none"> • Prisoner Availability <ul style="list-style-type: none"> ○ Death or serious illness ○ Abscond / Escape ○ Significant change of needs resulting in withdrawal of case from Supplier ○ Relocation out of region with no suitable means of completing the work
<ul style="list-style-type: none"> • Supplier Issues <ul style="list-style-type: none"> ○ Staff illnesses ○ Temporarily unavailable through life events ○ Quality Issues ○ Complaint made by prisoner or HCPC complaint submitted by Authority. 	<ul style="list-style-type: none"> • Supplier Issues <ul style="list-style-type: none"> ○ Death or serious illness of practitioner ○ Quality issues impacting on delivery of service that do not respond to feedback and improvement plans ○ Unresolvable Conflict of Interest ○ Outcome of Prisoner / HCPC complaint makes completing the work untenable
<h3>3. Solutions</h3>	
<p>3.1 Solutions will be driven by the following desired outcomes:</p> <p>3.1.1 Reduction of financial impact to Supplier</p> <p>3.1.2 Delivery of Service with regard to the most ethically defensible decision making process</p> <p>3.1.3 Service continuity with extension to deadlines or renegotiation of product outcome if appropriate</p> <p>3.1.4 Alternative methods of delivery of service will be considered if the Supplier is not able to deliver desired product.</p>	
<p>3.2 Solutions may include (but are not limited to):</p> <p>3.2.1 Extension of deadline so work can remain with Supplier</p> <p>3.2.2 Using Additional Work Approval Process to agree additional costs incurred by disruption caused by Authority</p> <p>3.2.3 Replacement of work with an alternative case (reports or intervention) or supervision task if appropriate</p> <p>3.2.4 Work completed to date to be paid in line with the Proportionate Payment Tables (reports) or Hours delivered to date (Interventions / Supervision) to terminate the work.</p> <p>3.2.5 Replacement of Practitioner by Supplier with an appropriately trained and qualified alternative to meet the needs of the case / supervisee.</p>	

Schedule 2- Cost Model for LOT 3

Each table below relates to a Supervision task. The indicative key Supervision stages of each task are outlined, along with the minimum and maximum expected number of hours to complete the overall Supervision task (all indicative key stages). Where additional hours might be required, this is noted in the additional information column. Any requests for additional hours above the maximum here must be made (via the Additional Work Approval Process) 2 weeks before the maximum is reached in order to ensure Supervision is continuous.

Supervision Task	Indicative key Supervision stages	Minimum number of hours to complete	Maximum number of hours to complete	Additional information
Report supervision	<ul style="list-style-type: none"> • Initial discussion following allocation –agree assessment strategy & timings for supervision • Supervision following collateral review - to include: <ul style="list-style-type: none"> • Review use of SPJ grids • Ensure consultation with other professionals is included • interview planning/prep including consent • Supervision post interview – to consider: 	8	20	Supervision of additional responsivity assessment to be added if needed in excess of maximum hour allowance (e.g. WAIS interpretation to be incorporated into report).

	<ul style="list-style-type: none"> • Additions to SPJ grids • Consideration further interviews/data gathering is required • Discussion of possible formulation • Agree additional supervision of additional interviews etc. <ul style="list-style-type: none"> • Draft report (feedback can be via email) • Final report sign off and disclosure plan • Prepare for & attend PB response as appropriate. • Supervision post PB hearing. 			
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Supervision Task	Indicative key Supervision stages	Minimum number of hours to complete	Maximum number of hours to complete	Additional information
Research	<ul style="list-style-type: none"> • Early discussion of Research aims / commission • NRC Application / Ethics proposal • Method (likely to be light touch during data collection phase) • Analysis & approval of results • Draft Report • Final Report & dissemination activities • Provision for ad hoc revisions / follow on tasks 	14	30	The maximum number of hours to complete this task is not expected to be exceeded.

Supervision Task	Indicative Key Supervision stages	Minimum number of hours to complete	Maximum number of hours to complete	Additional Information
Individual intervention	<ul style="list-style-type: none"> • Discuss case, review initial formulation, aims and objectives of intervention • Review plan of models and theories to use • Plan for intervention, assessment and evaluation • Materials and final plan (including consent materials) • Debrief and reflections after each session, ongoing monitoring and revisions to plan, discuss assessment findings • End of intervention report (likely 2 supervision sessions) & disclosure 	12	30	Additional supervision hours are possible in consultation with Regional Lead dependent on the complexity of the intervention. Application should be through the Additional Work Approval process.

Supervision Task	Indicative key Supervision stages	Minimum number of hours to complete	Maximum number of hours to complete	Additional information
Teaching and Training	<ul style="list-style-type: none"> • Early discussion of stakeholder needs • Literature Reviews (TNA & Subject Specific) • TNA design/distribution/analysis/write up • Training package design including evaluation strategy • Pre-training delivery – prep session • Post training review and revision (if delivering multiple events) 	18	30	The maximum number of hours to complete this task is not expected to be exceeded.

	<ul style="list-style-type: none"> • Assessment and evaluation • Draft report • Report sign off and distribution 			
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Supervision Task	Indicative key Supervision stages	Minimum number of hours to complete	Maximum number of hours to complete	Additional information
Consultancy project	<p>This is for a discrete project rather than ongoing consultation activities.</p> <ul style="list-style-type: none"> • Agreeing / negotiating a project – this could include supervising literature reviews relevant to project • Initial stakeholder consultation to understand what they want, & plan for delivery (including method, timescales etc.). • Ongoing supervision during process (will depend on method & project plan) • Mid point feedback to the commissioner / key stakeholder • Consultancy Report to commissioner & any associated materials (e.g. summary sheets for participants) • Feedback to stakeholder & final supervision of outstanding materials 	12	35	Every consultancy project will vary and the amount of supervision will be dependent on the nature of the project. Therefore these parameters are offered as a guide with actual hours to be agreed when commissioning.

SCHEDULE 2 – PRICES and INVOICING

Part 1

1. Charges

2. The Supplier will supply a rate card for the delivery of specific services and reports as part of their tender.
3. The rate card will be fixed for the first 12 months of the framework agreement. These prices may not be increased during this time although Suppliers may reduce their prices as part of the call-off process. For complex or unique cases, Suppliers may submit costs up to 25% over their rate card however, this shall be supported by a full justification that will require approval from the Authority.
4. After the first 12 months, a Supplier may request a variation to the rate card once in any 12-month rolling period through the Contract Change process outlined in the Framework Agreement.
5. The cost of each service will be inclusive of all travel and subsistence expenses and travel time. These costs will not be paid separately.
6. The cost of each service shall include all work deemed necessary to the case. The Authority will only consider additional costs where additional services are deemed to be necessary once work has already started or the case is particularly complex and additional work is deemed to be required from the outset.
7. Costs are fully inclusive. Additional travel time, travel and subsistence will not be paid. Rates exclude Value Added Tax.
8. LOT 1, LOT2 and LOT 3 contains its own cost model which can be found in the Delivery Contract Pack.

Invoicing

The Authority shall pay all sums due to the Supplier within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:

apinvoices-nms-u@gov.sscl.com (the Authority's preferred option); or Ministry of Justice, PO Box 743, Newport, Gwent, NP10 8FZ.

9. Indexation

The contract allows for Suppliers to review their pricing in line with the Consumer Price Index after 12 months of the framework agreement.

Part 2

1 Invoice requirements

1.1 All invoices submitted to the Customer must:

1.1.1 clearly state the word 'invoice' and contain the following information:

- i) a unique identification number (invoice number);
- ii) the Supplier's name, address and contact information;
- iii) the name and address of the department/agency in the Customer with which the Supplier is working;
- iv) a clear description of the services, works or goods being invoiced for;
- v) the date the goods or service were provided;
- vi) the date of the invoice;
- vii) the amount being charged;
- viii) VAT amount if applicable;
- ix) the total amount owed;
- x) the Purchase Order number; and
- xi) the amount of the invoice in sterling or any other currency which is Approved.

1.1.2 if submitted by email meet the following criteria:

- i) email size must not exceed 4mb;
- ii) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and
- iii) any supporting information, backing data etc. must be contained within the invoice PDF file; and

1.1.3 unless Approved:

- i) not contain any lines for items which are not on the Purchase Order; and
- ii) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity.

- 1.2 If required by the Customer, the Supplier shall submit a structured electronic invoice in an Electronic Data Interchange or XML formats.

SCHEDULE 3 - CHANGE CONTROL

Change Request Form

(For completion by the Party requesting the Change)

Contract Title:	Party requesting Change:
Name of Supplier:	
Change Request Number:	Proposed Change implementation date:
Full description of requested Change (including proposed changes to wording of the Contract where possible):	
Reasons for requested Change:	
Effect of requested Change	
Assumptions, dependencies, risks and mitigation (if any):	
Change Request Form prepared by (name):	
Signature:	
Date of Change Request:	

Contract Change Notice (“CCN”)

(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)

Contract Title:		Change requested by:	
Name of Supplier:			
Change Number:			
Date on which Change takes effect:			
Contract between: The [Secretary of State for Justice]/[The Lord Chancellor] [delete as applicable] and [insert name of Supplier]			
It is agreed that the Contract is amended, in accordance with Regulation 72 of the Public Contracts Regulations 2015, as follows: [Insert details of the variation (including any change to the Price and deliverables/obligations) based on the information provided in the Change Request Form and any subsequent discussions/negotiations, cross referencing the wording of the original Contract, as previously changed (if applicable), where possible] Where significant changes have been made to the Contract, information previously published on Contracts Finder will be updated.			
Words and expressions in this CCN shall have the meanings given to them in the Contract. The Contract, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN			
Signed for and on behalf of [the Secretary of State for Justice]/[the Lord Chancellor]		Signed for and on behalf of [insert name of Supplier]	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

SCHEDULE 4 - 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 Framework Agreement following a Request for Information pursuant to clause D5 (Freedom of Information).
- 2 In this Schedule 4 the Parties have sought to identify the Supplier'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 4 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.

SUPPLIER'S COMMERCIALY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY

SCHEDULE 5 - SUPPLIER AND THIRD PARTY SOFTWARE

Supplier Software comprises the following:

Software	Supplier (if Affiliate of the Supplier)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

Third Party Software comprises the following:

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

SCHEDULE 6 – INFORMATION ASSURANCE & SECURITY

1. GENERAL

- 1.1 This Schedule 6 sets out the obligations of the Parties in relation to information assurance and security, including those which the Supplier must comply with in delivering the Services under the Framework Agreement.
- 1.2 The Parties acknowledge that the purpose of the ISMS and Security Plan is to ensure a robust organisational approach to information assurance and security under which the specific requirements of the Framework Agreement will be met.
- 1.3 The Parties shall each appoint and/or identify a board level individual or equivalent who has overall responsibility for information assurance and security, including personnel security and information risk. The individual appointed by the Supplier, who is the Chief Security Officer, Chief Information Officer, Chief Technical Officer or equivalent and is responsible for compliance with the ISMS, is identified as Key Personnel) and the provisions of clause B4 apply in relation to that person.
- 1.4 The Supplier shall act in accordance with Good Industry Practice in the day to day operation of any system which is used for the storage of Information Assets and/or the storage, processing or management of Authority Data and/or that could directly or indirectly affect Information Assets and/or Authority Data.
- 1.5 The Supplier shall ensure that an information security policy is in place in respect of the operation of its organisation and systems, which shall reflect relevant control objectives for the Supplier System, including those specified in the ISO27002 control set or equivalent, unless otherwise agreed by the Authority. The Supplier shall, upon request, provide a copy of this policy to the Authority as soon as reasonably practicable. The Supplier shall maintain and keep such policy updated and provide clear evidence of this as part of its Security Plan.
- 1.6 The Supplier acknowledges that a compromise of Information Assets and/or Authority Data represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties. The Supplier shall provide clear evidence of regular communication with the Authority in relation to information risk as part of its Security Plan.

2. INFORMATION SECURITY MANAGEMENT SYSTEM

- 2.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority a proposed ISMS which:
 - 2.1.1 has been tested; and
 - 2.1.2 complies with the requirements of paragraphs 2.2 and 2.3.
- 2.2 The Supplier shall at all times ensure that the level of security, include cyber security, provided by the ISMS is sufficient to protect the confidentiality, integrity and availability of Information Assets and Authority Data used in the provision of the Services and to provide robust risk management.
- 2.3 The Supplier shall implement, operate and maintain an ISMS which shall:
 - 2.3.1 protect all aspects of and processes of Information Assets and Authority Data, including where these are held on the ICT Environment (to the extent that this is under the control of the Supplier);

- 2.3.2 be aligned to and compliant with the relevant standards in ISO/IEC 27001: 2013 or equivalent and the Certification Requirements in accordance with paragraph 5 unless otherwise Approved;
- 2.3.3 provide a level of security which ensures that the ISMS and the Supplier System:
- 2.3.3.1 meet the requirements in the Framework Agreement;
 - 2.3.3.2 are in accordance with applicable Law;
 - 2.3.3.3 demonstrate Good Industry Practice, including the Government's 10 Steps to Cyber Security, currently available at:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>;
 - 2.3.3.4 comply with the Security Policy Framework and any other relevant Government security standards;
 - 2.3.3.5 comply with the Baseline Security Requirements;
 - 2.3.3.6 comply with the Authority's policies, including, where applicable, the Authority's Information Assurance Policy in the Information Security Policy Framework or its replacements;
- 2.3.4 address any issues of incompatibility with the Supplier's organisational security policies;
- 2.3.5 address any specific security threats of immediate relevance to Information Assets and/or Authority Data;
- 2.3.6 document:
- 2.3.6.1 the security incident management processes, including reporting, recording and management of information risk incidents, including those relating to the ICT Environment (to the extent that this is within the control of the Supplier) and the loss of protected Personal Data, and the procedures for reducing and raising awareness of information risk;
 - 2.3.6.2 incident response plans, including the role of nominated security incident response companies; and
 - 2.3.6.3 the vulnerability management policy, including processes for identification of system vulnerabilities and assessment of the potential effect on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing and application of security patches and the reporting and audit mechanism detailing the efficacy of the patching policy;
- 2.3.7 include procedures for the secure destruction of Information Assets and Authority Data and any hardware or devices on which such information or data is stored; and
- 2.3.8 be certified by (or by a person with the direct delegated authority of) the Supplier's representative appointed and/or identified in accordance with paragraph 1.3.
- 2.4 If the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies notified to the Supplier from time to time, the Supplier shall immediately notify the Authority of such inconsistency and the Authority shall, as soon as practicable, notify the Supplier of the provision that takes precedence.
- 2.5 The Supplier shall, upon request from the Authority or any accreditor appointed by the Authority, provide sufficient design documentation detailing the security architecture of its ISMS to support the

Authority's and/or accreditor's assurance that it is appropriate, secure and complies with the
Authority's requirements.

2.6 The Authority shall review the proposed ISMS submitted pursuant to paragraph 2.1 and shall, within 10 Business Days of its receipt notify the Supplier as to whether it has been approved.

2.7 If the ISMS is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.

2.8 If the ISMS is not Approved, the Supplier shall amend it within 10 Business Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall, within a further 10 Working Days notify the Supplier whether the amended ISMS has been approved. The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with clause I1 (Dispute Resolution).

2.9 Approval of the ISMS or any change to it shall not relieve the Supplier of its obligations under this Schedule 6.

2.10 The Supplier shall provide to the Authority, upon request, any or all ISMS documents.

3. SECURITY PLAN

3.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority for approval a Security Plan which complies with paragraph 3.2.

3.2 The Supplier shall effectively implement the Security Plan which shall:

- 3.2.1 comply with the Baseline Security Requirements;
- 3.2.2 identify the organisational roles for those responsible for ensuring the Supplier's compliance with this Schedule 6;
- 3.2.3 detail the process for managing any security risks from those with access to Information Assets and/or Authority Data, including where these are held in the ICT Environment;
- 3.2.4 set out the security measures and procedures to be implemented by the Supplier, which are sufficient to ensure compliance with the provisions of this Schedule 6;
- 3.2.5 set out plans for transition from the information security arrangements in place at the Commencement Date to those incorporated in the ISMS;
- 3.2.6 set out the scope of the Authority System that is under the control of the Supplier;
- 3.2.7 be structured in accordance with ISO/IEC 27001: 2013 or equivalent unless otherwise Approved;
- 3.2.8 be written in plain language which is readily comprehensible to all Staff and to Authority personnel engaged in the Services and reference only those documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 6; and
- 3.2.9 comply with the Security Policy Framework and any other relevant Government security standards.

3.3 The Authority shall review the Security Plan submitted pursuant to paragraph 3.1 and notify the Supplier, within 10 Business Days of receipt, whether it has been approved.

3.4 If the Security Plan is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.

3.5 If the Security Plan is not Approved, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall notify the Supplier within a further 10 Business Days whether it has been approved.

3.6 The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter shall be resolved in accordance with clause I1 (Dispute Resolution).

3.7 Approval by the Authority of the Security Plan pursuant to paragraph 3.3 or of any change to the Security Plan shall not relieve the Supplier of its obligations under this Schedule 6.

4. REVISION OF THE ISMS AND SECURITY PLAN

4.1 The ISMS and Security Plan shall be reviewed in full and tested by the Supplier at least annually throughout the Term (or more often where there is a significant change to the Supplier System or associated processes or where an actual or potential Breach of Security or weakness is identified) to consider and take account of:

4.1.1 any issues in implementing the Security Policy Framework and/or managing information risk;

4.1.2 emerging changes in Good Industry Practice;

4.1.3 any proposed or actual change to the ICT Environment and/or associated processes;

4.1.4 any new perceived, potential or actual security risks or vulnerabilities;

4.1.5 any ISO27001: 2013 audit report or equivalent produced in connection with the Certification Requirements which indicates concerns; and

4.1.6 any reasonable change in security requirements requested by the Authority.

4.2 The Supplier shall give the Authority the results of such reviews as soon as reasonably practicable after their completion, which shall include without limitation:

4.2.1 suggested improvements to the effectiveness of the ISMS, including controls;

4.2.2 updates to risk assessments; and

4.2.3 proposed modifications to respond to events that may affect the ISMS, including the security incident management processes, incident response plans and general procedures and controls that affect information security.

4.3 Following the review in accordance with paragraphs 4.1 and 4.2 or at the Authority's request, the Supplier shall give the Authority at no additional cost a draft updated ISMS and/or Security Plan which includes any changes the Supplier proposes to make to the ISMS or Security Plan. The updated ISMS and/or Security Plan shall, unless otherwise agreed by the Authority, be subject to clause F4 (Change) and shall not be implemented until Approved.

4.4 If the Authority requires any updated ISMS and/or Security Plan to be implemented within shorter timescales than those set out in clause F4, the Parties shall thereafter follow clause F4 for the purposes of formalising and documenting the relevant change for the purposes of the Framework Agreement.

5. CERTIFICATION REQUIREMENTS

5.1 The Supplier shall ensure that any systems, including the ICT Environment, on which Information Assets and Authority Data are stored and/or processed are certified as compliant with:

5.1.1 ISO/IEC 27001:2013 or equivalent by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and

5.1.2 the Government's Cyber Essentials Scheme at the BASIC level unless otherwise agreed with the Authority

and shall provide the Authority with evidence:

5.1.3 of certification before the Supplier accessed the ICT Environment and receives, stores, processes or manages any Authority Data; and

5.1.4 that such certification remains valid and is kept up to date while the Supplier(as applicable) continues to access the ICT Environment and receives, stores, processes or manages any Authority Data during the Term.

5.2 The Supplier shall ensure that it:

5.2.1 carries out any secure destruction of Information Assets and/or Authority Data at Supplier sites which are included within the scope of an existing certificate of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and

5.2.2 is certified as compliant with the CESG Assured Service (CAS) Service Requirement Sanitisation Standard or equivalent unless otherwise Approved

and the Supplier shall provide the Authority with evidence of its compliance with the requirements set out in this paragraph 5.2 before the Supplier may carry out the secure destruction of any Information Assets and/or Authority Data.

5.3 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier ceases to be compliant with the certification requirements in paragraph 5.1 and, on request from the Authority, shall:

5.3.1 immediately cease access to and use of Information Assets and/or Authority Data; and

5.3.2 promptly return, destroy and/or erase any Authority Data in accordance with the Baseline Security Requirements and failure to comply with this obligation is a material Default.

6. SECURITY TESTING

6.1 The Supplier shall, at its own cost, carry out relevant Security Tests from the Commencement Date and throughout the Term, which shall include:

6.1.1 a monthly vulnerability scan and assessment of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held;

6.1.2 an annual IT Health Check by an independent CHECK qualified company of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held and any additional IT Health Checks required by the Authority and/or any accreditor;

- 6.1.3 an assessment as soon as reasonably practicable following receipt by the Supplier of a critical vulnerability alert from a provider of any software or other component of the Supplier System and/or any other system under the control of the Supplier on which Information Assets and/or Authority Data are held; and
- 6.1.4 such other tests as are required:
- 6.1.4.1 by any Vulnerability Correction Plans;
 - 6.1.4.2 by ISO/IEC 27001:2013 certification requirements or equivalent Approved;
 - 6.1.4.3 after any significant architectural changes to the ICT Environment;
 - 6.1.4.4 after a change to the ISMS (including security incident management processes incident response plans) or the Security Plan; and
 - 6.1.4.5 following a Breach of Security.
- and
- 6.2 In relation to each IT Health Check, the Supplier shall:
- 6.2.1 agree with the Authority the aim and scope of the IT Health Check;
 - 6.2.2 promptly, following receipt of each IT Health Check report, give the Authority a copy of the IT Health Check report; and
 - 6.2.3 if the IT Health Check report identifies any vulnerabilities:
 - 6.2.3.1 prepare a Vulnerability Correction Plan for Approval which sets out in respect of each such vulnerability:
 - 6.2.3.1.1 how the vulnerability will be remedied;
 - 6.2.3.1.2 the date by which the vulnerability will be remedied;
 - 6.2.3.1.3 the tests which the Supplier shall perform or procure to be performed (which may, at the Authority's discretion, include a further IT Health Check) to confirm that the vulnerability has been remedied;
 - 6.2.3.2 comply with the Vulnerability Correction Plan; and
 - 6.2.3.3 conduct such further Security Tests as are required by the Vulnerability Correction Plan.
- 6.3 Security Tests shall be designed and implemented by the Supplier so as to minimise any adverse effect on the Services and the date, timing, content and conduct of Security Tests shall be agreed in advance with the Authority.
- 6.4 The Authority may send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Authority with the results of Security Tests (in a form to be Approved) as soon as practicable and in any event within 5 Working Days after completion of each Security Test.
- 6.5 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Framework Agreement, the Authority and/or its authorised representatives, including any accreditor, may at any time to carry out Security Tests (including penetration tests) as it may deem necessary as part of any accreditation process and/or to verify the Supplier's compliance with the ISMS and the Security Plan:

6.5.1 upon giving reasonable notice to the Supplier where reasonably practicable to do so; and

6.5.2 without giving notice to the Supplier where, in the Authority's view, the provision of such notice may undermine the Security Tests to be carried out

and, where applicable, the Authority shall be granted access to the Supplier's premises for the purpose of undertaking the relevant Security Tests.

6.6 If the Authority carries out Security Tests in accordance with paragraphs 6.5.1 or 6.5.2, the Authority shall (unless there is any reason to withhold such information) notify the Supplier of the results of the Security Tests as soon as possible and in any event within 5 Working Days after completion of each Security Test.

6.7 If any Security Test carried out pursuant to paragraphs 6.1 or 6.4 reveals any:

6.7.1 vulnerabilities during any accreditation process, the Supplier shall track and resolve them effectively; and

6.7.2 actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Authority of any proposed changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or to the ISMS and/or to the Security Plan (and the implementation thereof) which the Supplier intends to make in order to correct such failure or weakness. Subject to Approval and paragraphs 4.3 and 4.4, the Supplier shall implement such changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or the ISMS and/or the Security Plan and repeat the relevant Security Tests in accordance with an Approved timetable or, otherwise, as soon as reasonably practicable.

6.8 If the Authority unreasonably withholds its approval to the implementation of any changes to the ICT Environment and/or to the ISMS and/or to the Security Plan proposed by the Supplier in accordance with paragraph 6.7, the Supplier is not in breach of the Framework Agreement to the extent that it can be shown that such breach:

6.8.1 has arisen as a direct result of the Authority unreasonably withholding Approval to the implementation of such proposed changes; and

6.8.2 would have been avoided had the Authority Approved the implementation of such proposed changes.

6.9 If a change to the ISMS or Security Plan is to address any non-compliance with ISO/IEC 27001:2013 requirements or equivalent, the Baseline Security Requirements or any obligations in the Framework Agreement, the Supplier shall implement such change at its own cost and expense.

6.10 If any repeat Security Test carried out pursuant to paragraph 6.7 reveals an actual or potential breach of security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default.

6.11 On each anniversary of the Commencement Date, the Supplier shall provide to the Authority a letter from the individual appointed or identified in accordance with paragraph 1.3 confirming that having made due and careful enquiry:

6.11.1 the Supplier has in the previous year carried out all Security Tests in accordance with this Schedule 6 and has complied with all procedures in relation to security matters required under the Framework Agreement; and

6.11.2 the Supplier is confident that its security and risk mitigation procedures in relation to Information Assets and Authority Data remain effective.

7. SECURITY AUDITS AND COMPLIANCE

- 7.1 The Authority and its authorised representatives may carry out security audits as it reasonably considers necessary in order to ensure that the ISMS is compliant with the principles and practices of ISO 27001: 2013 or equivalent (unless otherwise Approved), the requirements of this Schedule 6 and the Baseline Security Requirements.
- 7.2 If ISO/IEC 27001: 2013 certification or equivalent is provided; the ISMS shall be independently audited in accordance with ISO/IEC 27001: 2013 or equivalent. The Authority and its authorised representatives shall, where applicable, be granted access to the Supplier Sites and Sub-contractor premises for this purpose.
- 7.3 If, on the basis of evidence resulting from such audits, it is the Authority's reasonable opinion that ISMS is not compliant with any applicable principles and practices of ISO/IEC 27001: 2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements is not being achieved by the Supplier, the Authority shall notify the Supplier of this and provide a reasonable period of time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) for the Supplier to implement any necessary remedy. If the Supplier does not ensure that the ISMS is compliant within this period of time, the Authority may obtain an independent audit of the ISMS to assess compliance (in whole or in part).
- 7.4 If, as a result of any such independent audit as described in paragraph 7.3 the Supplier is found to be non-compliant with any applicable principles and practices of ISO/IEC 27001:2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements the Supplier shall, at its own cost, undertake those actions that are required in order to ensure that the ISMS is complaint and shall reimburse the Authority in full in respect of the costs obtaining such an audit.

8. SECURITY RISKS AND BREACHES

- 8.1 The Supplier shall use its reasonable endeavours to prevent any Breach of Security for any reason, including as a result of malicious, accidental or inadvertent behaviour.
- 8.2 If either Party becomes aware of a Breach of Security or an attempted Breach of Security it shall act in accordance with the agreed security incident management processes and incident response plans as set out in the ISMS.
- 8.3 Without prejudice to the security incident management processes and incident response plans set out in the ISMS, upon becoming aware of any Breach of Security or attempted Breach of Security, the Supplier shall:

8.3.1 immediately notify the Authority and take all reasonable steps (which shall include any action or changes reasonably required by the Authority) that are necessary to:

8.3.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;

8.3.1.2 remedy any Breach of Security to the extent that is possible and protect the integrity of the ICT Environment (to the extent that this is within its control) and ISMS against any such Breach of Security or attempted Breach of Security;

8.3.1.3 mitigate against a Breach of Security or attempted Breach of Security; and

8.3.1.4 prevent a further Breach of Security or attempted Breach of Security in the future resulting from the same root cause failure;

8.3.2 provide to the Authority and/or the Computer Emergency Response Team for UK Government ("GovCertUK") or equivalent any data that is requested relating to the

Breach of Security or attempted Breach of Security within 2 Working Days of such request; and

8.3.3 as soon as reasonably practicable and, in any event, within 2 Working Days following the Breach of Security or attempted Breach of Security, provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis if required by the Authority

and the Supplier recognises that the Authority may report significant actual or potential losses of Personal Data to the Information Commissioner or equivalent and to the Cabinet Office.

- 8.4 If any action is taken by the Supplier in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance of the ISMS with any ISO/IEC 27001: 2013 requirements or equivalent (as applicable), the Baseline Security Requirements and/or the requirements of this Schedule 6, any such action and change to the ISMS and/or Security Plan as a result shall be implemented at the Supplier's cost.

IT Environment

- 8.5 The Supplier shall ensure that the Supplier System:

8.5.1 functions in accordance with Good Industry Practice for protecting external connections to the internet;

8.5.2 functions in accordance with Good Industry Practice for protection from malicious code;

8.5.3 provides controls to securely manage (store and propagate) all cryptographic keys to prevent malicious entities and services gaining access to them, in line with the Authority's Cryptographic Policy as made available to the Supplier from time to time;

8.5.4 is patched (and all of its components are patched) in line with Good Industry Practice, any Authority patching policy currently in effect and notified to the Supplier and any Supplier patch policy that is agreed with the Authority; and

8.5.5 uses the latest versions of anti-virus definitions, firmware and software available from industry accepted anti-virus software vendors.

- 8.6 Notwithstanding paragraph 8.5, if a Breach of Security is detected in the ICT Environment, the Parties shall co-operate to reduce the effect of the Breach of Security and, if the Breach of Security causes loss of operational efficiency or loss or corruption of Information Assets and/or Authority Data, assist each other to mitigate any losses and to recover and restore such Information Assets and Authority Data.

- 8.7 All costs arising out of the actions taken by the Parties in compliance with paragraphs 8.2, 8.3 and 8.6 shall be borne by:

8.7.1 the Supplier if the Breach of Security originates from the defeat of the Supplier's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Supplier or its Sub-contractor; or

8.7.2 the Authority if the Breach of Security originates from the defeat of the Authority's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Authority

and each Party shall bear its own costs in all other cases.

9. VULNERABILITIES AND CORRECTIVE ACTION

- 9.1 The Parties acknowledge that from time to time vulnerabilities in the ICT Environment and ISMS will be discovered which, unless mitigated, will present an unacceptable risk to Information Assets and/or Authority Data.
- 9.2 The severity of any vulnerabilities shall be categorised by the Supplier as '*Critical*', '*Important*' and '*Other*' according to the agreed method in the ISMS and using any appropriate vulnerability scoring systems.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities categorised as '*Critical*' within 7 days of public release, vulnerabilities categorised as '*Important*' within 30 days of public release and vulnerabilities categorised as '*Other*' within 60 days of public release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of the Services being provided, including where it resides in a software component which is not being used, provided that, where those vulnerabilities become exploitable, they are remedied by the Supplier within the timescales in paragraph 9.3;
- 9.3.2 the application of a security patch in respect of a vulnerability categorised as '*Critical*' or '*Important*' adversely affects the Supplier's ability to deliver the Services, in which case the Supplier shall be granted an extension to the timescales in paragraph 9.3 of 5 days, provided that the Supplier continues to follow any security patch test plan agreed with the Authority; or
- 9.3.3 the Authority agrees a different timescale after consultation with the Supplier in accordance with the processes defined in the ISMS.
- 9.4 The ISMS and the Security Plan shall include provision for the Supplier to upgrade software throughout the Term within 6 months of the release of the latest version unless:
- 9.4.1 upgrading such software reduces the level of mitigation for known threats, vulnerabilities or exploitation techniques, provided always that such software is upgraded by the Supplier within 12 months of release of the latest version; or
- 9.4.2 otherwise agreed with the Authority in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information provided by GovCertUK, or any other competent central Government Body;
- 9.5.2 ensure that the ICT Environment (to the extent that this is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- 9.5.3 ensure that it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment (to the extent that this is within the control of the Supplier) by actively monitoring the threat landscape during the Term;
- 9.5.4 pro-actively scan the ICT Environment (to the extent that this is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS;
- 9.5.5 from the Commencement Date and within 5 Working Days of the end of each subsequent month during the Term provide a report to the Authority detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that this is within the control of the Supplier) and any elapsed time between the public release date of patches and either the time of application or, for outstanding vulnerabilities, the time of issue of such report;

9.5.6 propose interim mitigation measures in respect of any vulnerabilities in the ICT Environment (to the extent this is within the control of the Supplier) known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are no longer needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment to the extent this is within the control of the Supplier); and

9.5.8 inform the Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment (to the extent this is within the control of the Supplier) and provide initial indications of possible mitigations.

9.6 If the Supplier is unlikely to be able to mitigate any vulnerability within the timescales in paragraph 9.3, the Supplier shall notify the Authority immediately.

9.7 Any failure by the Supplier to comply with paragraph 9.3 shall constitute a material Default.

10. SUB-CONTRACTS

10.1 The Supplier shall ensure that all Sub-Contracts with Sub-Contractors who have access to Information Assets and/or Authority Data contain equivalent provisions in relation to information assurance and security that are no less onerous than those imposed on the Supplier under the Framework Agreement.

ANNEX 1 – BASELINE SECURITY REQUIREMENTS

1 Security Classifications and Controls

- 1.1 The Supplier shall, unless otherwise Approved in accordance with paragraph 6.2 of this Annexe 1, only have access to and handle Information Assets and Authority Data that are classified under the Government Security Classifications Scheme as OFFICIAL.
- 1.2 There may be a specific requirement for the Supplier in some instances on a limited 'need to know basis' to have access to and handle Information Assets and Authority Data that are classified as 'OFFICIAL-SENSITIVE.'
- 1.3 The Supplier shall apply the minimum security controls required for OFFICIAL information and OFFICIAL-SENSITIVE information as described in Cabinet Office guidance, currently at:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf.
- 1.4 The Supplier shall be able to demonstrate to the Authority and any accreditor that it has taken into account the "Technical Controls Summary" for OFFICIAL (in the above guidance) in designing and implementing the security controls in the Supplier System, which shall be subject to assurance and accreditation to Government standards.
- 1.5 Additional controls may be required by the Authority and any accreditor where there are aspects of data aggregation.

2 End User Devices

- 2.1 Authority Data shall, wherever possible, be held and accessed on paper or in the ICT Environment on secure premises and not on removable media (including laptops, removable discs, CD-ROMs, USB memory sticks, PDAs and media card formats) without Approval. If Approval is sought to hold and access data by other means, the Supplier shall consider the second-best option and third best option below and record the reasons why a particular approach should be adopted when seeking Approval:
 - 2.1.1 second best option means: secure remote access so that data can be viewed or amended over the internet without being permanently stored on the remote device, using products meeting the FIPS 140-3 standard or equivalent, unless Approved;
 - 2.1.2 third best option means: secure transfer of Authority Data to a remote device at a secure site on which it will be permanently stored, in which case the Authority Data and any links to it shall be protected at least to the FIPS 140-3 standard or equivalent, unless otherwise Approved, and noting that protectively marked Authority Data must not be stored on privately owned devices unless they are protected in this way.
- 2.2 The right to transfer Authority Data to a remote device should be carefully considered and strictly limited to ensure that it is only provided where absolutely necessary and shall be subject to monitoring by the Supplier and Authority.
- 2.3 Unless otherwise Approved, when Authority Data resides on a mobile, removable or physically uncontrolled device, it shall be:
 - 2.3.1 the minimum amount that is necessary to achieve the intended purpose and should be anonymised if possible;
 - 2.3.2 stored in an encrypted form meeting the FIPS 140-3 standard or equivalent and using a product or system component which has been formally assured through a recognised certification process of CESG to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme ("CPA") or equivalent, unless otherwise Approved;
 - 2.3.3 protected by an authentication mechanism, such as a password; and

- 2.3.4 have up to date software patches, anti-virus software and other applicable security controls to meet the requirements of this Schedule 6.
- 2.4 Devices used to access or manage Authority Data shall be under the management authority of the Supplier and have a minimum set of security policy configurations enforced. Unless otherwise Approved, all Supplier devices shall satisfy the security requirements set out in the CESG End User Devices Platform Security Guidance ("**CESG Guidance**") (<https://www.ncsc.gov.uk/guidance/end-user-device-security>) or equivalent.
- 2.5 Where the CESG Guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. If the Supplier wishes to deviate from the CESG Guidance, this should be agreed in writing with the Authority on a case by case basis.

3 Data Storage, Processing, Management, Transfer and Destruction

- 3.1 The Parties recognise the need for Authority Data to be safeguarded and for compliance with the Data Protection Legislation. To that end, the Supplier shall inform the Authority the location within the United Kingdom where Authority Data is stored, processed and managed. The import and export of Authority Data from the Supplier System must be strictly controlled and recorded.
- 3.2 The Supplier shall inform the Authority of any changes to the location within the United Kingdom where Authority Data is stored, processed and managed and shall not transmit, store, process or manage Authority Data outside of the United Kingdom without Approval which shall not be unreasonably withheld or delayed provided that the transmission, storage, processing and management of Authority Data offshore is within:
 - 3.2.1 the EEA; or
 - 3.2.2 another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the European commission.
- 3.3 The Supplier System shall support the requirement of the Authority to comply with Government policy and Cabinet Office guidance on Offshoring

by assessing, as required, any additional security risks associated with the storage, processing and/or transmission of any data and/or information offshore, including by an offshore Supplier (which may include the use of 'landed resources'), taking account of European Union requirements to confirm the 'adequacy' of protection of Personal Data in the countries where storage, processing and/or transmission occurs. No element of the Supplier System may be off-shored without Approval.
- 3.4 The Supplier shall ensure that the Supplier System provides internal processing controls between security domains to prevent the unauthorised high domain exporting of Authority Data to the low domain if there is a requirement to pass data between different security domains.
- 3.5 The Supplier shall ensure that any electronic transfer of Authority Data:
 - 3.5.1 protects the confidentiality of the Authority during transfer through encryption suitable for the impact level of the data;
 - 3.5.2 maintains the integrity of the Authority Data during both transfer and loading into the receiving system through suitable technical controls for the impact level of the data; and
 - 3.5.3 prevents the repudiation of receipt through accounting and auditing.
- 3.6 The Supplier shall:

- 3.6.1 protect Authority Data, including Personal Data, whose release or loss could cause harm or distress to individuals and ensure that this is handled as if it were confidential while it is stored and/or processed;
- 3.6.2 ensure that any OFFICIAL-SENSITIVE information, including Personal Data is encrypted in transit and when at rest when stored away from the Supplier's controlled environment;
- 3.6.3 on demand, provide the Authority with all Authority Data in an agreed open format;
- 3.6.4 have documented processes to guarantee availability of Authority Data if it ceases to trade;
- 3.6.5 securely destroy all media that has held Authority Data at the end of life of that media in accordance with any requirements in the Framework Agreement and, in the absence of any such requirements, in accordance with Good Industry Practice;
- 3.6.6 securely erase any or all Authority Data held by the Supplier when requested to do so by the Authority;
- 3.6.7 ensure that all material used for storage of Confidential Information is subject to controlled disposal and the Supplier shall:
 - 3.6.7.1 destroy paper records containing Personal Data by incineration, pulping or shredding so that reconstruction is unlikely; and
 - 3.6.7.2 dispose of electronic media that was used for the processing or storage of Personal Data through secure destruction, overwriting, erasure or degaussing for re-use.

4 Networking

- 4.1 Any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of Public Sector Network ("PSN") compliant encrypted networking services or equivalent unless none are available in which case the Supplier shall agree the solution with the Authority.
- 4.2 The Supplier shall ensure that the configuration and use of all networking equipment in relation to the provision of the Services, including equipment that is located in secure physical locations, shall be at least compliant with Good Industry Practice.
- 4.3 The Supplier shall ensure that the ICT Environment (to the extent this is within the control of the Supplier) contains controls to maintain separation between the PSN and internet connections if used.

5 Security Architectures

- 5.1 When designing and configuring the ICT Environment (to the extent that this is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or those with a CESG Certified Professional certification or equivalent for all bespoke or complex components.
- 5.2 The Supplier shall provide to the Authority and any accreditor sufficient design documentation detailing the security architecture of the ICT Environment and data transfer mechanism to support the Authority's and any accreditor's assurance that this is appropriate, secure and compliant with the Authority's requirements.

- 5.3 The Supplier shall apply the '*principle of least privilege*' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of the ICT Environment used for the storage, processing and management of Authority Data. Users should only be granted the minimum necessary permissions to access Information Assets and Authority Data and must be automatically logged out of the Supplier System if an account or session is inactive for more than 15 minutes.

6 Digital Continuity

The Supplier shall ensure that each Information Asset is held in an appropriate format that is capable of being updated from time to time to enable the Information Asset to be retrieved, accessed, used and transferred to the Authority, including in accordance with any information handling procedures set out in the Information Security Policy Framework or its replacements.

7 Personnel Vetting and Security

- 7.1 All Staff shall be subject to pre-employment checks that include, as a minimum, their employment history for at least the last 3 years, identity, unspent criminal convictions and right to work (including nationality and immigration status) and shall be vetted in accordance with:
- 7.1.1 the BPSS or BS7858 or equivalent; and
 - 7.1.2 PSI 07/2014, if applicable, based on their level of access to Information Assets and/or Authority Data.
- 7.2 If the Authority agrees that it is necessary for any Staff to have logical or physical access to Information Assets and/or Authority Data classified at a higher level than OFFICIAL (such as that requiring 'SC' clearance), the Supplier shall obtain the specific Government clearances that are required for access to such Information Assets and/or Authority Data.
- 7.3 The Supplier shall prevent Staff who are unable to obtain the required security clearances from accessing Information Assets and/or Authority Data and/or the ICT Environment used to store, process and/or manage such Information Assets or Authority Data.
- 7.4 The Supplier shall procure that all Staff comply with the Security Policy Framework and principles, obligations and policy priorities stated therein, including requirements to manage and report all security risks in relation to the provision of the Services.
- 7.5 The Supplier shall ensure that Staff who can access Information Assets and/or Authority Data and/or the ICT Environment are aware of their responsibilities when handling such information and data and undergo regular training on secure information management principles. Unless otherwise Approved, this training must be undertaken annually.
- 7.6 If the Supplier grants Staff access to Information Assets and/or Authority Data, those individuals shall be granted only such levels of access and permissions that are necessary for them to carry out their duties. Once Staff no longer require such levels of access or permissions or leave the organisation, their access rights shall be changed or revoked (as applicable) within one Working Day.

8 Identity, Authentication and Access Control

- 8.1 The Supplier shall operate a robust role-based access control regime, including network controls, to ensure all users and administrators of and those maintaining the ICT Environment are uniquely identified and authenticated when accessing or administering the ICT Environment to prevent unauthorised users from gaining access to Information Assets and/or Authority Data. Applying the '*principle of least privilege*', users and administrators and those responsible for maintenance shall be allowed access only to those parts of the ICT Environment they require. The Supplier shall retain an audit record of accesses and users and disclose this to the Authority upon request.

- 8.2 The Supplier shall ensure that Staff who use the Authority System actively confirm annually their acceptance of the Authority's acceptable use policy.

9 Physical Media

- 9.1 The Supplier shall ensure that all:

9.1.1 OFFICIAL information is afforded physical protection from internal, external and environmental threats commensurate with the value to the Authority of that information;

9.1.2 physical components of the Supplier System are kept in secure accommodation which conforms to the Security Policy Framework and CESG standards and guidance or equivalent;

9.1.3 physical media holding OFFICIAL information is handled in accordance with the Security Policy Framework and CESG standards and guidance or equivalent; and

9.1.4 Information Assets and Authority Data held on paper are:

9.1.4.1 kept secure at all times, locked away when not in use on the premises on which they are held and secured and are segregated if the Supplier is co-locating with the Authority; and

9.1.4.2 only transferred by an approved secure form of transfer with confirmation of receipt obtained.

10 Audit and Monitoring

10.1 The Supplier shall implement effective monitoring of its information assurance and security obligations in accordance with Government standards and where appropriate, in accordance with CESG Good Practice Guide 13 – Protective Monitoring or equivalent.

10.2 The Supplier shall collect audit records which relate to security events in the ICT Environment (where this is within the control of the Supplier), including those that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness, such Supplier audit records shall include:

10.2.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent it is within the control of the Supplier). To the extent, the design of the ICT Environment allows, such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers;

10.2.2 regular reports and alerts giving details of access by users of the ICT Environment (to the extent that it is within the control of the Supplier) to enable the identification of changing access trends any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data; and

10.2.3 security events generated in the ICT Environment (to the extent it is within the control of the Supplier) including account logon and logoff events, start and end of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

- 10.3 The Parties shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 10.4 The Supplier shall retain audit records collected in compliance with paragraph 10.1 for at least 6 months.

SCHEDULE 7 - PRISONS

ACCESS TO PRISONS

- 1 If Staff are required to have a pass for admission to an Authority Premises which is a prison, (a “**Prison**”) the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Any member of the Staff who cannot produce a proper pass when required to do so by any member of the Authority’s personnel, or who contravenes any conditions on the basis of which a pass was issued, may be refused admission to a Prison or be required to leave a Prison if already there.
- 2 Staff shall promptly return any pass if at any time the Authority so requires or if the person to whom the pass was issued ceases to be involved in the performance of the Services. The Supplier shall promptly return all passes on expiry or termination of the Framework Agreement.
- 3 Staff attending a Prison may be subject to search at any time. Strip searches shall be carried out only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel. The Supplier is referred to Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005.
- 4 Searches shall be conducted only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel and/or visitors. The Supplier is referred to Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and PSI 07/2016.

SECURITY

- 5 Whilst at Prisons Staff shall comply with all security measures implemented by the Authority in respect of staff and other persons attending Prisons. The Authority shall provide copies of its written security procedures to Staff on request. The Supplier and all Staff are prohibited from taking any photographs at Prisons unless they have Approval and the Authority’s representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without Approval.
- 6 The Authority may search vehicles used by the Supplier or Staff at Prisons.
- 7 The Supplier and Staff shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible for security matters on the Authority’s behalf, and when required by the Authority shall:
 - 7.1 take all reasonable measures to make available for interview by the Authority any members of Staff identified by the Authority, or by a person who is responsible for security matters, for the purposes of the investigation. Staff may be accompanied by and be advised or represented by another person whose attendance at the interview is acceptable to the Authority; and
 - 7.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind and in whatever form which may be reasonably required by the Authority, or by a

person who is responsible for security matters on the Authority's behalf, for the purposes of investigation as long as the provision of that material does not prevent the Supplier from performing the Services. The Authority may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

OFFENCES AND AUTHORISATION

8 In providing the Services the Supplier shall comply with PSI 10/2012 (Conveyance and Possession of Prohibited Items and Other Related Offences) and other applicable provisions relating to security as published by the Authority from time to time.

9 Nothing in the Framework Agreement is deemed to provide any "authorisation" to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.

SCHEDULE 8 – STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

1 What the Authority expects from the Supplier

- 1.1 Her Majesty's Government's Supplier Code of Conduct (the "**Code**") sets out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

[Supplier Code of Conduct - v2 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/612222/supplier-code-of-conduct-v2.pdf)

- 1.2 The Supplier shall, and shall procure that its Sub-Contractors shall:

- 1.2.1 comply with its legal obligations, in particular those in Part 1 of this Schedule 8, and meet the standards set out in the Code as a minimum; and
- 1.2.2 use reasonable endeavours to comply with the standards in Part 2 of this Schedule 8.

PART 1 Statutory Obligations

2 Equality and Accessibility

- 2.1 The Supplier shall:

- (a) perform its obligations under the Framework Agreement in accordance with:
- i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3 Modern Slavery

- 3.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

- (a) the MSA; and
- (b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

- 3.2 The Supplier shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- (c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Framework Agreement;
- (e) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline; and
- (f) implement a system of training for its employees to ensure compliance with the MSA.

3.3 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the MSA and all analogous legislation in place in any part of the world;
- (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
- (c) neither the Supplier nor any of its Sub-Contractors, nor any other persons associated with it:
 - i) has been convicted of any offence involving slavery and trafficking; or
 - ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

3.4 The Supplier shall notify the Authority as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
- (b) any actual or suspected slavery or trafficking in a supply chain which relates to the Framework Agreement.

3.5 If the Supplier notifies the Authority pursuant to paragraph 3.4 of this Schedule 8, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Framework Agreement.

3.6 If the Supplier is in Default under paragraphs 3.2 or 3.3 of this Schedule 8 the Authority may by notice:

- (a) require the Supplier to remove from performance of the Framework Agreement any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
- (b) immediately terminate the Framework Agreement.

4 Income Security

4.1 The Supplier shall:

- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
- (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
- (c) not make deductions from pay:
 - (i) as a disciplinary measure;
 - (ii) except where permitted by Law and the terms of the employment contract;
 - (iii) without express permission of the person concerned
- (d) record all disciplinary measures taken against Staff.

and

5 Working Hours

5.1 The Supplier shall ensure that:

- (a) the working hours of Staff comply with the Law, and any collective agreements;
- (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
- (c) overtime is used responsibly, considering:
 - (i) the extent;
 - (ii) frequency; and
 - (iii) hours worked;
- (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1 (e);
- (e) working hours do not exceed 60 hours in any seven-day period unless:
 - (i) it is allowed by Law;
 - (ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;

- and (iii) appropriate safeguards are taken to protect the workers' health and safety;
- during (iv) the Supplier can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
- (i) 1 day off in every 7-day period; or
- (ii) where allowed by Law, 2 days off in every 14-day period.

6 Right to Work

6.1 The Supplier shall:

- (a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and;
- (b) notify the authority immediately if an employee is not permitted to work in the UK.

7 Health and Safety

7.1 The Supplier shall perform its obligations under the Framework Agreement in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while at the Authority's Premises.

7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Framework Agreement. The Supplier shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

8. Welsh Language Requirements

8.1 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Services.

9 Fraud and Bribery

9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

- 9.2 The Supplier shall not during the Term:
- (a) commit a Prohibited Act; and/or
 - (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 9.3 The Supplier shall, during the Term:
- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - (b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
 - (c) keep appropriate records of its compliance with its obligations under paragraph 9.3 (a) and 9.3 (b) and make such records available to the Authority on request; and
 - (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017
- 9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the Staff have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Framework Agreement or otherwise suspects that any person directly or indirectly connected with the Framework Agreement has committed or attempted to commit a Prohibited Act.
- 9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.
- 9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of the Framework Agreement any Staff whose acts or omissions have caused the Default; or

(b) immediately terminate the Framework Agreement.

9.7 Any notice served by the Authority under paragraph 9.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Framework Agreement terminates).

PART 2 Corporate Social Responsibility

10 Zero Hours Contracts

10.1 Any reference to zero hours contracts, for the purposes of this Framework Agreement, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.

10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:

- (a) whether an individual is an employee or worker and what statutory and other rights they have;
- (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and
- (c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

11 Sustainability

11.1 The Supplier shall:

- (a) comply with the applicable Government Buying Standards;
- (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Goods and Services;
- (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities; and
- (b) perform its obligations under the Framework Agreement in a way that:
 - (i) supports the Authority's achievement of the Greening Government Commitments;
 - (ii) conserves energy, water, wood, paper and other resources;
 - (iii) reduces waste and avoids the use of ozone depleting substances; and
 - (iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

SCHEDULE 9 – DATA PROCESSING

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, SW1H 9AJ.
2. The contact details of the Supplier's Data Protection Officer are: [Insert contact details].
3. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
4. Any such further instructions shall be incorporated into this Schedule 9.

Description	Details
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Subject matter of the processing	<p><i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</i></p> <p><i>Example: The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide a service to members of the public]</i></p>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data being Processed	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
<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>	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

SCHEDULE 10 – CALL-OFF PROCEDURE

1. How a Call-Off Contract is awarded

- 1.1. If a Customer decides to source Services through this Framework Agreement, then it will award the Services in accordance with the procedure in this Schedule 10 (Call-Off Procedure).
- 1.2. Where a Customer determines that its requirements can be met in accordance with the Specification set out in Schedule 1 (Specification), then the Customer may award a Call-Off Contract in accordance with the procedure set out in paragraph 2 below.

2. How an award works

- 2.1. Subject to Paragraph 1.2 above a Customer awarding a Call-Off Contract under this Framework Agreement shall develop a clear statement of requirements (“**SOR**”), which it will set out in the format of form NSR1 attached at Annex 2 to this Schedule 10 (Call-Off Procedure).
- 2.2. The Customer shall then develop an ITT and draft Order Form in substantially the form set out in Annex 1 to this Schedule 10 (Call-Off Procedure).
- 2.3. The Customer shall then issue the ITT, draft Order Form and SOR to all Framework Supplier's by email to the email address specified at Clause I3.4 of the Framework Agreement.
- 2.4. If the Supplier wishes to submit a Bid in response to the ITT, it shall fill out the relevant sections of the ITT Response and Order Form and send a response email to the Customer's Specified Mailbox attaching the ITT Response and Order Form.
- 2.5. The Bid must be submitted to the Customer's Specified Mailbox by no later than 23:59:59 on the seventh day following the date on which the ITT was issued in accordance with paragraph 2.3 of this Schedule 10 (Call-Off Procedure), where the date on which the ITT was issued is day 0.
- 2.6. Upon receipt of Bids submitted by Framework Suppliers in accordance with paragraph 2.5 of this Schedule 10 (Call-Off Procedure), the Customer shall:
 - 2.6.1. apply the Award Criteria to all Bids received and for all Framework Suppliers capable of meeting the Statement of Requirements in order to establish which Framework Supplier provides the most economically advantageous solution; and
 - 2.6.2. on the basis set out above, award the Call-Off Contract to the Framework Supplier whose Bid represents the best value for money.

3. No requirement to award

Notwithstanding the fact that the Customer has followed the procedure as set out above in paragraph 2, the Supplier acknowledges and agrees that the Customer shall be entitled at all times to decline to make an award for its Services and that nothing in the Framework Agreement shall oblige the Customer to award any Call-Off Contract.

4. Awarding and creating a Call-Off Contract

- 4.1. A Customer may award a Call-Off Contract to the Supplier by sending (including electronically) a completed Order Form in substantially the same form of the Order Form Template set out in Annex 1 to this Schedule 10 (Call-Off Procedure).
- 4.2. The completed Order Form described in paragraph 4.1 of this Schedule 10 (Call-Off Procedure) must include the Customer's form NSR1 in substantially the same form set out in Annex 2 to this Schedule 10 (Call-Off Procedure) and form NSR2 in substantially the same form set out in Annex 3 to this Schedule 10 (Call-Off Procedure). The Customer shall affix to the Order Form (including by electronic means) its name or the name of an official with sufficient delegated authority to enter into the Call-Off Contract to indicate its intention for the Call-Off Contract to be legally binding.
- 4.3. The Supplier shall, within [24 hours] of receipt of an Order Form from a Customer in accordance with paragraphs 4.1 and 4.2 of this Schedule 10 (Call-Off Procedure), accept the Call-Off

Contract by promptly affixing to the Order Form (including by electronic means) its name or the name of an official with sufficient delegated authority to enter into the Call-Off Contract and returning a copy of that Order Form to the Customer by email to the Customer's Specified Inbox.

- 4.4. On receipt of the countersigned Order Form from the Supplier in accordance with paragraph 4.3 of this Schedule 10 (Call-Off Procedure), the Call Off Contract shall be formed with effect from the Call-Off Start Date stated in the Order Form.

5. Form of the Call-Off Contract

- 5.1. A Call-Off Contract awarded in accordance with this Schedule 10 (Call-Off Procedure) shall comprise (in order of precedence):
 - 5.1.1. The Order Form completed in accordance with paragraph 4 of this Schedule 10 (Call-Off Procedure);
 - 5.1.2. the relevant form NSR2 that was included with the Order Form in accordance with paragraph 4.2 of this Schedule 10 (Call-Off Procedure);
 - 5.1.3. the relevant form NSR1 that was included with the Order Form in accordance with paragraph 4.2 of this Schedule 10 (Call-Off Procedure); and
 - 5.1.4. the standard Call-Off Order Terms.

6. Minimum Bid Commitment

- 6.1. The Supplier shall bid for no fewer than the number of ITT's it has committed to bid for in part [X] of the Specification in each Contract Year.
- 6.2. The Supplier shall demonstrate its compliance with paragraph 6.1 of this Schedule 10 (Call-Off Procedure) by reporting to the Authority within 10 Business Days of the end of each Contract Year the number of Bids that it has submitted in that Contract Year.
- 6.3. Where the Supplier has not complied with paragraph 6.1 of this Schedule 1 (Call-Off Procedure), a Material Breach shall have occurred and the Authority shall be entitled to terminate this Framework Agreement in accordance with Clauses F2.1(d) and H2.

7. How a Call off Contract is Awarded, Lot 4

- 7.1. If a Authority decides to source Services through this Framework Agreement, then it will award the Services in accordance with the procedure in this Schedule 10 (Call-Off Procedure).
- 7.2. Where a Authority determines that its requirements can be met in accordance with the Specification set out in Schedule 1 (Specification), then the Authority may award a Call-Off Contract in accordance with the procedure set out in Clause 8 below.

8. How an award works

- 8.1 Subject to Paragraph 7.2 above a Authority awarding a Call-Off Contract under this Framework Agreement shall develop a clear statement of requirements ("SOR"), which it will set out in the format of form attached at Annex 2 to this Schedule 10 (Call-Off Procedure).
- 8.2 The Authority shall then develop an ITT and draft Order Form in accordance with paragraph Annex 1 of this Schedule 10 (Call-Off Procedure).
- 8.3 The Authority shall then issue the ITT, draft Order Form and SOR to all Framework Supplier's [by email to the email address specified at Clause I3.4 of the Framework Agreement].
- 8.4 If the Supplier wishes to submit a Bid in response to the ITT, it shall fill out the relevant sections of the ITT Response and Order Form and send a response email to the Authority's Specified Mailbox attaching the ITT Response and Order Form. [The Supplier must affix its name or the name of one of its officers with sufficient delegated authority to enter into a Call-

Off Contract to the Order Form to indicate its intention to be bound by a Call-Off Contract if the Authority decides to Award such Call-Off Contract in accordance with Clause 8.6. and 10 of this Schedule 10 (Call-Off Procedure)].

8.5 The Bid must be submitted to the Authority's Specified Mailbox by no later than 23:59:59 on the fourteenth day following the date on which the ITT was issued in accordance with paragraph 2.3 of this Schedule 10 (Call-Off Procedure), where the date on which the ITT was issued is day 0.

8.6 Upon receipt of Bids submitted by Framework Suppliers in accordance with paragraph 8.5 of this Schedule 10 (Call-Off Procedure), the Authority shall:

8.6.1 apply the Award Criteria to all Bids received and for all Framework Suppliers capable of meeting the Statement of Requirements in order to establish which Framework Supplier provides the most economically advantageous solution; and

8.6.2 If the Authority requires further clarity from Suppliers reserves the right to request Supplier presentations/Interviews as part of the technical evaluation

8.6.3 on the basis set out above, award the Call-Off Contract to the Framework Supplier whose Bid represents the best quality solution.

9. No requirement to award

9.1 Notwithstanding the fact that the Authority has followed the procedure as set out above in Clause 8, the Supplier acknowledges and agrees that the Authority shall be entitled at all times to decline to make an award for its Services and that nothing in the Framework Agreement shall oblige the Authority to award any Call-Off Contract.

10. Awarding and creating a Call-Off Contract

10.1 A Authority may award a Call-Off Contract to the Supplier by sending (including electronically) a completed Order Form in substantially the same form of the Order Form Template set out in Annex 1 to this Schedule 10 (Call-Off Procedure).

10.2 The Authority shall affix to the Order Form (including by electronic means) its name or the name of an official with sufficient delegated authority to enter into the Call-Off Contract to indicate its intention for the Call-Off Contract to be legally binding. On receipt of the Order Form issued by the Authority in accordance with paragraphs 10.1 and 10.2 of this Schedule 10 (Call-Off Procedure), a legally binding Call-Off Contract between the Authority and the Supplier shall have been formed.

10.3 On receipt of the countersigned Order Form from the Supplier in accordance with paragraph 10.3 of this Schedule 10 (Call-Off Procedure), the Call Off Contract shall be formed with effect from the Call-Off Start Date stated in the Order Form.

11. Form of the Call-Off Contract

11.1A Call-Off Contract awarded in accordance with this Schedule 10 (Call-Off Procedure) shall comprise (in order of precedence):

11.1.1 The Order Form completed in accordance with Clause 10 of this Schedule 10 (Call-Off Procedure);

11.1.2 the standard Call-Off Order Terms.

Annex 1 – Template Order Form

SECTION A

- (i) This Order Form dated [XX/XX/XXXX] is issued in accordance with the provisions of the Lot 1 of the Framework Agreement for the provision of Psychology Services.
- (ii) Capitalised terms in this Order Form shall have the meaning given to such terms in the Framework Agreement or as defined herein.
- (iii) The Supplier agrees to supply the Services specified in this Order Form, forms NSR1 and NSR2 attached therein and the Call-Off Contract.
- (iv) By signing and returning this Order Form in accordance with the provisions of Schedule 10 (Call-Off Procedure) of the Framework Agreement the Supplier agrees to be bound by the terms of this Order Form, forms NSR1 and NSR2 attached therein and Call-Off Contract.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form, forms NSR1 and NSR2 attached therein and Call-Off Contract and by signing in accordance with the provisions of Schedule 10 (Call-Off Procedure) of the Framework Agreement be bound by this Call-Off Contract.
- (vi) In accordance with the provisions of Schedule 10 (Call-Off Procedure) of the Framework Agreement the Parties hereby acknowledge and agree that the Call-Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form from the Supplier.

1	CUSTOMER	
2	SUPPLIER	
3	TERM	EITHER From the date of signature of the Order Form until [] OR On Completion of the Services
4	PRICE	<i>The Price shall be as defined in the attached Cost Sheet [DN – Attach Cost Sheet following Bid]</i>
5	ADDRESS FOR NOTIFICATIONS	<i>Customer:</i>

		<i>Post:</i> <i>Email:</i> <i>Supplier:</i> <i>Post:</i> <i>Email:</i>
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[DN – Attach relevant NSR1, NSR2 and Cost Sheet.]

RISK REPORTS NOTICE OF REQUIREMENT 1 (NSR1)

Form to be completed by Regional Lead (or administrator with Lead approval) and sent to NationalPsychologyService@justice.gov.uk for processing

STEP 1: To be sent to Procurement Email to procurement-reducingreoffendingcmt@noms.gsi.gov.uk			
NOTIFICATION OF SERVICE REQUEST			
Region:	Cluster and Sites:	Contact Points: (name phone and email) 1. Alternative 2. Regional Psychologist 3.	
Type of Prisoner: (e.g. Adult Male)	Category of Prison/s	QA Deadlines: Report Deadlines:	Target Month of Parole Board Hearings:
Complete <u>either</u> Section A or Section B Below			
A: Risk Assessment/s Required: Single or small identified lots (no more than 3 cases).			
Number of Reports Required			
Describe offender profile (anonymised) for identified cases (e.g. sexual / violent offenders).			
Where specific assessments are already known please specify here (e.g. 1 standard assessment with 1 SPJ).			
B: Risk Assessment/s Required: Bulk Bids (more than 3 identified cases). This section may be described in general terms where specific cases are not yet identified.			
Number of Reports Required			
Describe offender profile (anonymised) for any identified cases (e.g. sexual / violent offenders). Or likely profile if known for bulk bids			
Where specific assessments are already known please specify here (e.g. 1 standard assessment with 1 SPJ).			
Any Specific Logistical Issues: (e.g. access to site)			

Specific Specialist Training, Skills or other Mandatory Requirements: (e.g. CTC clearance, work with a person with protected characteristics that may need additional consideration etc).

COMMERCIAL CATEGORY TEAM USE ONLY

ITT Number	
Issue Date	

RISK ASSESSMENT REPORT NOTICE OF REQUIREMENT 2 (NSR2)

Step 2: To be sent after bid awarded to Supplier			
REFERRAL - Forensic Psychology Reporting Services			
Location:	HMPPS PSG Contact:	OM / COM: OS/ POM:	
Offender name:	DOB:	Prisoner Number:	
Describe below the Risk Assessment tools required in this case (or suitable possibilities e.g SPJ relating to sexual violence as listed in the Approved tools list). Include consideration of the boxes shown below:			
Standard Assessment Required if known	Additional Combined Assessments if known (A)	Additional Separate Assessment if known (B)	Additional work where known
Parole Board Directions/Specific report instructions:			
Quality Assurance deadline (from NSR1):			
Report deadline:			
Target month of Parole Board hearing:			
Offending history/sentence details:			
Relevant security markers/concerns about the offender/characteristics requiring specific psychological assessment skills:			

OASys Classification:				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Public	Children	Known Adult	Staff
Any other relevant information:				

Schedule 11: Call-Off Terms

1. General Terms

- 1.1 The following provisions of the Framework Agreement shall be incorporated into this Call-Off Contract:
A1, A2, A3, A4, B1, B2, B3, B4, B5, B6, B7, B8, B9, C1, C2, D1, D2, D3, D4, D5, D6, E1, F1, F2, F2A, F3, F4, F5, G1, G2, G3, H1, H2, H3, H4, H5, H6, H7, H8, H9, H10, I1, I2, I3, I4, I5, I6, I7, I8, I9, I10, I11, I12, Schedule 1 (Specification), Schedule 2 (Prices and Invoicing), Schedule 3 (Change Control), Schedule 5 (Supplier and Third Party Software), Schedule 6 (Information Assurance and Security), Schedule 7 (Prisons), Schedule 8 (Statutory Obligations and Corporate Social Responsibility), Schedule 12 (Governance) and Schedule 13 (Performance Measures).
- 1.2 All references in this Call-Off Contract, including the provisions incorporated under Clause 1.1 of this Call-Off Contract, to:
- 1.2.1 **“Authority”** shall be interpreted as references to the **“Customer”** unless the context otherwise requires;
- 1.2.2 **“Call-Off Contract”** shall mean the Order Form (including form NSR1 and NSR2), these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are incorporated;
- 1.2.3 **“Customer”** shall be the person defined as such in the Order Form;
- 1.2.4 **“Framework Agreement”** shall be interpreted as references to the **“Call-Off Contract”**;
- 1.2.5 **“Order Form”** shall mean the order form executed by the Customer and the Supplier in accordance with the provisions of Schedule 10 (Call-Off Procedure) of the Framework Agreement incorporating these terms and conditions;
- 1.2.6 **“Services”** shall mean the services to be delivered under this Call-Off Contract as described in forms NSR1 and NSR2 that form part of this Call-Off Contract;
- 1.2.7 **“Specification”** shall mean the description of Services, including the location and type of such Services, to be delivered under this Call-Off Contract as defined in the Order Form and forms NSR1 and NSR2 that form part of this Call-Off Contract; and
- 1.2.8 **“Term”** shall be the term specified in the Order Form, unless the context otherwise requires.

2. The Services

- 2.1 The Supplier confirms that it will provide the Services in accordance with the accepted Call-Off Contract.
- 2.2 The Customer may inspect the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection. Services include planning or preliminary work in connection with the supply of the Services.
- 2.3 The Supplier is deemed to have inspected the Premises before submitting its Bid and to have completed due diligence in relation to all matters connected with the performance of its obligations under the Call-Off Contract.

3. Protection of Information

- 3.1 In Clause D2 of this Call-Off Contract, the details relating to data processing set out in Schedule 9 (Data Processing) of the Framework Agreement shall apply to this Call-Off Contract unless specific instructions relating to data processing under this Call-Off Contract are set out in Annex 1 (Data Processing) to this Call-Off Contract.

4. Notices

- 4.1 In Clause I3.4 of this Call-Off Contract, the addresses for submission of notices for the Customer shall be as specified in the Order Form.

Annex 1 (Data Processing)

[DN – This schedule will need to be filled out if the generic data processing instructions set out in Schedule 9 of the Framework Agreement are not appropriate to your Call-Off Contract]

1. The contact details of the Customer's Data Protection Officer are: **[Insert contact details]**.
2. The contact details of the Supplier's Data Protection Officer are: **[Insert contact details]**.
3. The Supplier shall comply with any further written instructions with respect to processing by the Customer.
4. Any such further instructions shall be incorporated into this Annex 1 (Data Processing).

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract. Example: The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide a service to members of the public]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data being Processed	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete Unless requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Schedule 12: Governance Lots 1-3

DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

Meeting Member the initial persons appointed by the Authority and Supplier to the Boards as set out in Annex 1 and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.3;

“Meetings” the Contract Review Meeting, Contract Review Meeting

“Contract Review Meeting” Means the definition given in section 4

“Contract Managers” the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph **Error! Reference source not found.**;

“Contract Review Meeting” Meaning given in section 5

Complaints Procedure Means the definition in section 6

Complaint Means the definition in section 6.3

2. KEY PERSONNEL

2.1 The Supplier and the Authority shall each appoint a Contract Manager for the purposes of this Agreement through whom the Goods and Services shall be managed at a day-to-day (which may in the case of the Supplier be the Contract Liaison appointed in accordance with Clause 11.5).

2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.

3. Meetings

Establishment and structure of the Meetings

- 3.1 The Meetings shall be established by the Authority for the purposes of this Agreement on which both the Supplier and the Authority shall be represented.
- 3.2 In relation to each Meeting, the:
- (a) Authority Meeting Members;
 - (b) Supplier Meeting Members;
 - (c) frequency that the Meeting shall meet (unless otherwise agreed between the Parties);
 - (d) location of the meetings; and
 - (e) planned start date by which the Meeting shall be established,
- shall be as set out in Annex 1.
- 3.3 In the event that either Party wishes to replace any of its appointed Meeting Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Meeting Member has at all times a counterpart Supplier Meeting Member of equivalent seniority and expertise.
- 3.4 Each Party shall (at their own cost) ensure that its Meeting Members shall make all reasonable efforts to attend meetings at which that Meeting Member's attendance is required. If any Meeting Member is not able to attend a meeting, that person shall use all reasonable endeavours to ensure that:
- (a) a delegate attends the relevant meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - (b) that he/she is debriefed by such delegate after the Meeting.
- 3.5 A chairperson shall be appointed by the Authority for each Meeting as identified in Annex 1. The chairperson shall be responsible for:
- (a) scheduling meetings;
 - (b) setting the Terms of Reference and Agendas for meetings, circulating to all attendees in advance of such meeting, and reviewing them on at least an Annual Basis to ensure their continued suitability;
 - (c) chairing the meetings;
 - (d) monitoring the progress of any follow up tasks and activities agreed to be carried out following meetings;
 - (e) ensuring that minutes for meetings are recorded and disseminated electronically to the appropriate persons and to all meeting participants within 7 Working Days after the meeting; and

- (f) facilitating the process or procedure by which any decision agreed at any meeting is given effect in the appropriate manner.
- 3.6 Meetings shall be quorate as long as at least two representatives from each Party are present.
- 3.7 Meetings shall be conducted in person (at a reasonable venue nominated by the Authority), or at the Authority's option, using a virtual meeting platform nominated by the Authority.
- 3.8 Meetings shall be scheduled to fit with wider corporate reporting requirements.
- 3.9 Meetings shall cover all aspects of service provision and will be informed by any relevant findings of the Authority's Quality Assurance Provider.
- 3.10 The Parties shall ensure, as far as reasonably practicable, that all Meetings shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Meeting Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

4. CONTRACT REVIEW MEETING

- 4.1 The Chairperson for the Contract Review Meeting will be the HMPPS Operational Contract Manager
- 4.2 The purpose of the Contract Review Meeting is to;
- Review the performance of the contract from an Operational and Commercial perspective;
 - Review how the contractual commitments and Obligations of the Supplier are being delivered;
 - Review opportunities to improve the delivery of the Services;
 - Escalate key issues to the Contract Review Meeting.
- 4.3 The Contract Review Meeting objectives are to;
- review the provision of the Services to ensure that it is being supplied in accordance with the terms of the Contract, and that the fulfilment rate is sufficient or actions are in place to improve it;
 - ensure delivery of the Services are of good quality, delivered in a timely manner and are costed appropriately, reviewing performance against KPI's and monitoring key risks and issues;
 - review contractual commitments and obligations, Rectification activity and reviewing the contract to ensure it meets any evolving business needs;
 - provide an open forum of discussion and to share ideas about best practice.
- 4.4 The frequency this meeting is expected to be no more than Quarterly, but the frequency will be proportionate to the volumes, frequency of work delivered and level of any risks associated

with delivery on a Supplier by Supplier basis, as identified by the Operational Contract Manager and applied at the Authority's discretion. As a minimum, these will be held 6 monthly.

4.5 The Contract Review Meeting agenda shall include, but is not limited to, the following:

- (a) reviewing performance, which shall include:
 - (i) Supplier delivery against KPI's and reported Service Credits;
 - (ii) incidents; and
 - (iii) social responsibility requirements;
- (b) reviewing delivery against contractual obligations
- (c) reviewing the contractual risks, issues and opportunities, including:
 - (i) opportunities for improvement; and
- (d) reviewing payment performance;
- (e) reviewing Authority stakeholder feedback, including:
 - (i) customer satisfaction;
 - (ii) complaints; and
 - (iii) lessons learned;
- (f) any required commercial interventions, including:
 - (i) changes; and
 - (ii) performance remedies (including but not limited to reviewing the performance of Rectification Plans or recommendations of any Remedial Advisor appointed in accordance with clause 28); and
- (g) agreeing necessity for escalations and their subsequent outcomes once concluded.

5. CONTRACT REVIEW MEETING

- 5.1 This meeting brings together key stakeholders from the supplier, MOJ and HMPPS that will be responsible for the successful performance of the contract. All members must assume a collective responsibility for ensuring a successful outcome.
- 5.2 The frequency this meeting is expected to be Annual, but the frequency will be proportionate to the volumes, frequency of work delivered and level of any risks associated with delivery on a Supplier by Supplier basis, as identified by the Operational Contract Manager and applied at the Authority's discretion. As a minimum, these will be held Annually.
- 5.3 The chairperson of the Contract Review Meeting shall be the HMPPS Senior
- 5.4 The purpose of the Contract Review Meeting is:

- Review the performance (Key Performance Indicators) and Obligations
- Consider Risks, Issues and Opportunities
- Review Payment Performance
- Discuss Stakeholder Feedback
- Agree escalations
- Agreeing any Commercial interventions required, e.g. CCN, Rectification

5.5 Where a Contract Review Meeting has been organised to take place in a month, a separate Contract Review Meeting will not take place.

5.6 The Contract Review Meeting agenda shall include, but is not limited to, the following ;

- (a) reviewing performance, which shall include:
 - (i) Supplier delivery against KPI's and reported Service Credits;
 - (ii) incidents; and
 - (iii) social responsibility requirements;
- (b) reviewing delivery against contractual obligations
- (c) reviewing the contractual risks, issues and opportunities, including:
 - (i) opportunities for improvement; and
- (d) reviewing payment performance;
- (e) reviewing Authority stakeholder feedback, including:
 - (i) customer satisfaction;
 - (ii) complaints; and
 - (iii) lessons learned;
- (f) reviewing Supplier contingency plans;
- (g) any required commercial interventions, including:
 - (i) changes; and
 - (ii) performance remedies (including but not limited to reviewing the performance of Rectification Plans or recommendations of any Remedial Advisor appointed in accordance with clause 28); and
- (h) Agreeing escalations

- 5.7 Where risks and issues cannot be resolved at the Contract Review Meeting level, the Chair will ensure actions are created for escalation to the appropriate governance body or individual within their organisation

6. COMPLAINTS REPORTING AND MANAGEMENT

- 6.1 The Supplier shall ensure that it has a comprehensive and efficient complaints procedure that allows all Approved Users to process complaints in respect of the Services (**“Complaints Procedure”**)
- 6.2 The Complaints Procedure shall be clearly signposted to the Authority and all Approved Users to ensure that they are clear on how to process a Complaint and report an Incident.
- 6.3 For the avoidance of doubt, a “Complaint” shall mean communication of any issue, Incident service failure or grievance by the Authority and/or an Approved User or their employees which the Authority and/or an Approved User or their employees come across as part of its receipt of the Services where the provision of such Services deviates from the terms of the Contract.
- 6.4 The Supplier shall notify the Authority of all Complaints promptly and within [24 hours] and shall process and seek to resolve all Complaints and incidents within [5] Working Days of becoming aware or being notified of such Complaint or incident.
- 6.5 The Supplier shall report in full on all Complaints and Incidents that are discovered by or notified to it (whether they have been resolved or otherwise) during any Service as part of the Contract Review and Contract Review Meetings. Such reporting shall include, without limitation:
- (a) The details of the Complaints received and Incidents identified;
 - (b) The status of the Complaints received and Incidents identified along with details of what the Supplier plans to do to rectify any unresolved Complaints or Incident
- 6.6 Where a Complaint remains unresolved for more than 10 Working Days, the Authority may require the Supplier to undergo the Rectification Plan Process.
- 6.7 Where necessary Complaints will be investigated by the Authority at a level and extent proportionate to their nature and perceived seriousness of impact. The Authority may require to undergo the Rectification Plan Process should the outcome of any investigation require it.
- 6.8 If required by the Authority, the Supplier shall within 10 Working Days of request provide further detail on any Complaints or Incident(s) identified by the Authority, including if required by the preparation of an Incident Report.

7. CONTRACT MANAGEMENT MECHANISMS

- 7.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement.
- 7.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for the identification and robust management of:
- (a) risks;
 - (b) issues; and
 - (c) complaints

8. GOVERNANCE AND ESCALATION

7.1 Where risks and issues cannot be resolved at either meeting Level, the HMPPS Operational Contract Manager and MOJ Commercial Contract Manager are responsible for escalation to the appropriate governance body or individual within their organisations.

7.2 In the event of escalation, the HMPPS Operational Contract Manager will also refer to the current relevant policy defines the need and process for commissioning “Deep Dives” in the event of:

- Performance issues identified
- Improvement activity required
- Analysis of best practice

ANNEX 1 REPRESENTATION AND STRUCTURE OF MEETINGS

Contract Review Meeting

Authority Members of Contract Review Meeting	(Chair) HMPPS Operational Contract Manager MOJ Commercial Contracts Manager
Supplier Members of Contract Review Meeting	TBC

Start Date for Contract Review Meeting meetings	TBC During Mobilisation
Frequency of Contract Review Meeting meetings	At least 6 monthly Expected to be Quarterly
Location of Contract Review Meeting meetings	Virtually via Microsoft Teams or in person If essential

Contract Review Meeting

Authority members of Contract Review Meeting	(Chair) HMPPS Senior Contract Manager HMPPS Operational Contract Manager MOJ Commercial Contracts Manager
Supplier members of Contract Review Meeting	TBC
Start date for Contract Review Meeting	TBC During Mobilisation
Frequency of Contract Review Meeting	At least Annually
Location of Contract Review Meeting	

SCHEDULE 13 PERFORMANCE MEASURES

PART A: PERFORMANCE INDICATORS AND SERVICE CREDITS

1. PERFORMANCE INDICATORS

- 1.1 Annex 1 sets out the Key Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.
- 1.2 The Supplier shall monitor its performance against each Key Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 1.3 Appropriate Remedies will be applied by the Authority where KPI Failures occur.

2 REMEDIES FOR POOR PERFORMANCE

2.1 Rectification Plan:

- 2.1.1 Following on from a Supplier's Contract Review Meeting (detailed in Annex 1 above) if a Supplier is below the specified target level this could trigger a Rectification Plan.
- 2.1.2 Where a Rectification Plan has been put in place, improvement must be evident in the data for the next Measurement Period.
- 2.1.2 Rectification Plans can also be triggered by the Authority in the event of failure to meet other contractual obligations, ensuring the response is proportionate to the impact and severity of the failure.

2.2 Remedies:

- 2.2.1 At the Authority's discretion, dependant on the impact of a failure to meet a contractual obligation or Key Performance Indicator, the following remedies ("Remedies") may be applied either in response to a single failure or in response to repeat failures. The number and type of Remedies applied will be at the Authority's sole discretion:
 - a) Practitioners may be temporarily prevented from being allocated to complete items of work until identified issue is resolved;
 - b) Site access authorisation temporarily revoked: access to custodial settings, work on cases and any collateral ceased for individual in question until HMPPS Psychology Services Group (PSG) have undertaken an investigation into the Supplier's security requirements as outlined in Annex 1, Schedule 6.
 - c) Report Authors may be prevented from continuing to complete items of work which they have already been allocated until identified issue is resolved;
 - d) reallocation of work: either to another staff member of the Supplier or for SME's to another Supplier;

- e) the Authority may apply liquidated damages in accordance with the following table dependant on severity of failure:

Nature of Failure	Applicable Fine Supplier Level	Report Author
Data Storage and Management Failures	£2000-£5000	£500-£1000
Report Author Operating without a Signed Sharing agreement		
Providing inaccurate or misleading information relating to Eligibility to work in a custodial environment		
Failure to disclose information relating to a Conflict of Interest as defined in the Contract		

For the avoidance of doubt, the Parties agree that the liquidated damages set out in the above table are a genuine and reasonable estimation of the losses likely to be faced by a Customer or, where relevant, the Authority in the event of such failures;

- f) removal of Staff member from the framework depending on the circumstances of the extent of the contractual issue/default and/or if demanded by HMPPS for either the purpose or outcome of an investigation; and
- g) the Supplier, including all Affiliates may be temporarily excluded from submitting Bids in response to ITTs as part of the Call-Off Procedure activity.
- 2.3 In the case of Information Assurance Obligation failures there is a zero tolerance approach to failure so Remedies are triggered by sole instances of failure.
- 2.4 Upon the Authority being presented with evidence of an actual failure, the Supplier will be given notice of failure and required to pay liquidated damages to the Authority or relevant Customer (as appropriate) in accordance with paragraph 2.2(e) of this Part A to Schedule 13 (Performance Measures).
- 2.5 Where a failure has occurred, a Notifiable Default shall have occurred and, where the Authority considers it appropriate, the Authority will issue notice to the Supplier of the requirement to submit a Rectification Plan to be produced
- 2.6 Where the failure is not capable of remedy, the Supplier may be removed from the Framework subject to the termination provisions in Clause H.

3 REPEAT FAILURES

3.1 Repeat KPI Failures

- 3.1.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a **“Repeat KPI Failure”**.
- 3.1.2 Where KPIs have failed, and Rectification Plans have been put in place but improvement is not evidenced in the next Reporting Period the Authority has the direction to :
- (a) meet with the Supplier to address the lack of improvement and afford the Supplier the opportunity to revise the original root cause analysis and proposed actions in their Rectification Plan. The Supplier will be required to bring the revised Rectification Plan to that meeting;
 - (b) apply additional remedies ;
 - (c) increase the performance reporting frequency; and/or
 - (d) allow two (2) more months from the date of agreement for improvement to be achieved and evidenced.

3.2 Repeat Obligation Failures

- 3.2.1 If Failure occurs in respect of the same Obligation which is not covered by a KPI, in any two consecutive Measurement Periods, the second and any subsequent such Failure shall be a **“Repeat Obligation Failure”**.
- 3.2.2 Where the Supplier has repeatedly failed to meet an obligation, and no Rectification Plan has yet been implemented, the Authority will request the Supplier produce a Rectification Plan.
- 3.2.3 Where the Supplier has repeatedly failed to meet an obligation, and Rectification Plans have been put in place but improvement is not evidenced as required in the next Measurement Period the Authority have the discretion to I:
- (a) meet with the Supplier to address the lack of improvement and afford the Supplier the opportunity to revise the original root cause analysis and proposed actions in their Rectification Plan. The Supplier will be required to bring the revised Rectification Plan to that meeting;
 - (b) apply the remedies listed at Clause 2.2 of this Schedule.
 - (c) increase the performance reporting frequency; and/or
 - (d) allow two (2) more months from the date of agreement for improvement to be achieved and evidenced.

- 3.2.4 Where Repeated Obligation Failures continue to occur, despite the Rectification Plan Process and/or additional Remedies being applied, the Authority may terminate this Framework Agreement under Clause H.

PART B: PERFORMANCE MONITORING

1. PERFORMANCE MONITORING AND CONTRACT REVIEW

1.1 Purpose

The purpose of performance monitoring is to provide a methodology for monitoring the Services:

- (a) to ensure that the Supplier is complying with the KPIs; and
- (b) For identifying any Service Failures or other Defaults in the Performance of the Service Provider and/or delivery of the Services

1.2 Reporting Requirements:

Within 10 Working Days of the end of each Measurement Period, the Supplier shall provide:

- (a) a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.3 (the “**Performance Report**”); and
- (b) information in respect of the next Measurement Period, detailing the following:
 - (i) any foreseen risks/issues with capacity or ability to deliver work; and
 - (ii) an up to date copy of the Eligibility Database, as more particularly described in paragraph 1.4 of this Part B to Schedule 13 (Performance Measures).

1.3 Performance Report

The Performance Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

- (a) Quarterly Performance Figures achieved against KPIs, including comments relating to reported Quarterly Performance Figures and underlying Management Information to evidence the reported Quarterly Performance Figures;
- (b) the total number of open ongoing cases (report writing, scheduled intervention, number of trainees);
- (c) a summary of number and nature of Complaints raised internally or by any other Key stakeholder (including but not limited to HCPC and Parole Board) including resolution activity
- (d) a report on any extensions to deadlines;
- (e) the total amount invoiced to Customers for the Measurement Period and year to date for the relevant tax year;

- (f) for any Material KPI Failures or Material Obligation Failures occurring during the Measurement Period, the cause of the relevant KPI Failure or Obligation Failure and the action being taken to reduce the likelihood of recurrence, as referred to in Part A Schedule 13 ;
- (g) the status of any outstanding Rectification Plan processes, including:
 - (i) whether or not a Rectification Plan has been agreed; and
 - (ii) where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
- (h) for any Repeat KPI Failures, actions taken to resolve the underlying cause and prevent recurrence;
- (i) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;
- (j) such other details as the Authority may reasonably require from time to time; and
- (k) a rolling total of the number of Performance Failures that have occurred over the past six Service Periods.

1.4 Eligibility Database:

- 1.4.1 The Supplier shall complete and maintain throughout the Term the Eligibility Database to provide a record of evidence that all Practitioners eligibility to provide Services under the Framework Agreement has been checked, evidenced and routinely monitored in line with:
 - (a) the process document embedded in the Specification.
 - (b) Section 5 of the Specification
- 1.4.2 The Eligibility requirements include but are not limited to:
 - (a) The professional Qualifications/Registrations listed in the General Practice Requirements section of the Specification;
 - (b) DBS and Vetting Security Clearance information for all associates / employees working in relation to the provision of the Services;
 - (c) Conflict of Interest Information (as detailed in section 9 of the Specification);
 - (d) Dates of Security talks should be recorded and any requirements for the renewals of training should be accounted for and demonstrated as scheduled
- 1.4.3 The Supplier shall maintain and submit each Measurement Period its copy of the mandated database template provided in Contract Delivery Pack
- 1.4.4 Failure to meet the requirements of this paragraph 1.4 will temporarily suspend the Supplier from submitting Bids in response to ITTs for the purpose of the Call-Off Procedure until the required documentation is received.

2. PERFORMANCE RECORDS

2.1 The Supplier shall keep appropriate documents and records in relation to the Services being delivered, including but not limited to:

- (a) ITT/Bid Details;
- (b) Allocation of work information (who, when);
- (c) Pricing, Payment/Invoicing information;
- (d) Authority order form (NSR1 & 2) Requirements;
- (e) Additional work arrangements agreed (nature, reasons and associated costs);
- (f) Delivery Activity (completion of commissioned work, by stage if required by the nature of the lot, dates and hours spent if applicable and activity types are required);
- (g) Quality Assurance Activity – (Supplier Internal QA and Authority QA -dates and outcomes);
- (h) Complaints and Issues (when they were raised, by whom, the nature of the issue/complaint, actions undertaken and outcomes); and
- (i) Records and evidence of Framework staff eligibility to work on specific Lots, and in HMPPS settings.

2.2 The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

2.3 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier.

2.4 The Supplier shall ensure that the Performance Report, and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

3. PERFORMANCE VERIFICATION

The Authority reserves the right to verify the availability of the Services and the Supplier's performance under this Framework Agreement against the Key Performance Indicators [including by conducting random site visits to the Supplier].



ANNEX 1: KEY PERFORMANCE INDICATORS

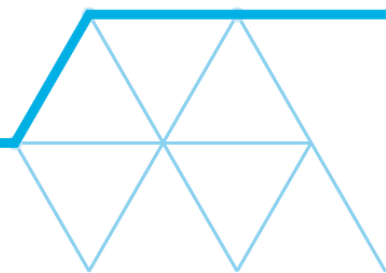
PART A: KEY PERFORMANCE INDICATORS TABLES

Performance against the Key Performance Indicators will be recorded and calculated by the Supplier on a Monthly basis, and reported to the Authority on a Quarterly basis.

The Key Performance Indicators that shall apply to the Services are set out below:

Key Performance Indicators

Number	Description	Definition	Performance Threshold	Calculation
Lot 1 Forensic Psychological Risk Assessments				
KPI 1	Completed Final Risk Assessment Reports Submitted on time	% of Final Risk Assessment Reports due for completion and submission in the month have been submitted by the deadline agreed with the Authority.	100%	The % shall be calculated as follows: total number of Completed Final Risk Assessment Reports delivered in accordance with the terms of the Specification within the month in question, expressed as a % of total number of Final Risk Assessment reports due within the month in question.
KPI 2	Draft Risk Assessment Reports submitted by the "Authority QA Deadline"	% of the Draft Risk Assessment Reports which have been commissioned by the Authority with a due date for submission for Authority QA in month, have been provided by	100%	The % shall be calculated as follows: total number of Draft Risk Assessment Reports delivered in accordance with the terms of the Specification within the



		the "Authority QA Deadline"		month in question, expressed as a % of total number of Draft Risk Assessment reports due within the month in question.
KPI 3	Draft Risk Assessment Reports that Passed QA First Time	% of Draft Risk Assessment Reports submitted for Authority QA process "passed first time"	100%	<p>The % shall be calculated as follows:</p> <p>total number of Draft Risk Assessment Reports which have passed Authority QA in accordance with the terms of the Specification within the month in question, expressed as a % of total number of Draft Risk Assessment reports submitted for QA within the month in question.</p>
KPI 4	Addendums Completed and Submitted to the Authority on time	% of Addendums completed by the ordered "Addendum Submission Deadline."	100%	<p>The % shall be calculated as follows:</p> <p>total number of Submitted Addendums completed in accordance with the terms of the Specification within the month in question, expressed as a % of total number of Addendums due within the month in question.</p>
KPI 5	Draft Addendums Completed and Submitted to the	% of Draft Addendums completed and submitted for QA by the ordered	100%	<p>The % shall be calculated as follows:</p> <p>total number of Draft Addendums submitted</p>

	Authority for QA on time	"Addendum QA Deadline."		for QA in accordance with the terms of the Specification within the month in question, expressed as a % of total number of Draft Full Addendums due for QA within the month in question.
KPI 6	Draft Addendums Completed and Submitted to the Authority for QA which passed first time	% of Draft Addendums submitted for Authority QA process "passed first time"	100%	The % shall be calculated as follows: total number of draft Addendums which have passed Authority QA in accordance with the terms of the Specification within the month in question, expressed as a % of total number of Draft Addendums submitted for QA within the month in question.
Lot 2 Interventions				
KPI 7	Services delivered are consistent with Services commissioned	% of all Services delivered are as commissioned, of excellent quality and fully compliant with the Specified Standards for Delivery	100%	The % shall be calculated as follows: total number of Services actually delivered which <i>match those commissioned for delivery</i> and in accordance with the terms of the Specification within the month in question, expressed as a % of the total number of Services due for completion within the month in question.

KPI 8	Services have been delivered by the date specified in the order form.	% of Services ordered have been delivered within the timeframes required by the accepted Notice of Service Requirements.	100%	total number of Services <i>delivered on time</i> and in accordance with the terms of the Specification within the month in question, expressed as a % of total number of Services due for completion within the month in question.
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Lot 3 Supervision

KPI 9	Trainees who have Concluded their supervision have received the equivalent of at least 2 hours Supervision each fortnight throughout their entire supervision period.	% of Trainees who have Concluded their supervision period in the month, have received the equivalent of at least 2 hours Supervision each fortnight throughout their entire supervision period.	100%	<p>Per trainee the calculation for Yes or No is: Weeks of Supervision Period/2 = minimum hours needed. If the amount received is greater than or equal to the hours needed the answer is "Yes"</p> <p>The performance will be calculated as:</p> <p>total number of Trainees who have concluded their supervision in the month <i>classified as "Yes"</i> (following the above specified calculation), expressed as a % of the total number of Trainees who have concluded their supervision in the month.</p>
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Lot 1, Lot 2 & Lot 3

KPI 10	Number of companies in the supply chain under the	% of Practitioners who are required to have Cyber	100%	Total number of Practitioners who have Cyber essentials expressed as a % of
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	contract with a current Cyber Essentials	Essentials, have it in place		the Total Number of Practitioners REQUIRED to have Cyber Essentials
Lot 4 Psychological Treatment				
KPI 11	Delivery of psychological treatment session with 7 days of referral	% of all psychological treatment sessions delivered within 7 working days of referral by the Authority.	100%	<p>The % shall be calculated as follows:</p> <p>total number of treatments sessions actually delivered in accordance with the terms of the Specification within the month in question, expressed as a % of the total number of treatment sessions due for completion within the month in question.</p>
KPI 12	Delivery of psychological treatment reports within 7 days	% of initial psychological treatment reports delivered and agreed by the Authority within 7 working days of the initial assessment.	100%	<p>The % shall be calculated as follows:</p> <p>Total number of initial assessment reports delivered in accordance with the terms of the Specification within the month in question, expressed as a % of the total number of initial assessment reports due within the month in question.</p>

SCHEDULE 14 QUALITY ASSURANCE PROCESS

2. DEFINITIONS

2.1 In this Schedule, the following definitions shall apply:

“Quality Assurance”	any systematic process of determining whether a product or service meets specified requirements. Quality Assurance establishes and maintains set requirements for developing or manufacturing reliable products or Services.
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2.2 Suppliers must ensure that they have an internal Quality Assurance process. This process must include but not be limited to the minimum requirements listed in the Supplier QA Process section in each specific lot of the Contract Pack

2.3 Quality Assurance requirements are set in this Quality Assurance Schedule of the Contract.

2.4 Suppliers must ensure that they can evidence and report on Quality Assurance activity when required.

3. SUPPLIER INTERNAL QUALITY ASSURANCE

3.1 The Supplier must have its own Quality Assurance process, which it shall review from time to time (the “**Quality Assurance Process**” or “**QAP**”). In the event of any changes to the Quality Assurance Process, the Authority must be notified and provided with an updated copy.

3.2 The QAP must, as a minimum, meet the following requirements (the “**Minimum Requirements**”) (All Lots):

3.3 contain a written self-audit process for all administrative tasks required under this Framework Agreement. This might include for example written procedures and timescales for maintaining vetting logs, or an audit that documents are returned to the Authority at the required stages;

3.4 include details of the way in which Conflicts of Interest will be dealt with internally. This must include how the Supplier will meet its commitment to reporting COI issues to the Authority (all potential COI must be reported to the Authority – the Supplier COI process must identify who will hold responsibility for contact with the Authority to complete relevant forms available from the Psychology Services regional Lead) and the Health and Care Professions Council as appropriate.

3.5 a process for conducting regular checks among the Supplier’s practitioners to ensure there are no emerging Conflicts of Interest, and for removing or mitigating any risks

3.6 Supplier Quality Assurance Processes are likely to include an element of peer supervision as well as Quality Assurance in order to support Practitioners in maintaining high levels of clinical skill

3.7 a written systematic process for review of clinical practice, which includes but is not limited to the following:

4. RISK ASSESMENT REPORTS (Minimum Requirements)

- 4.1 This must be completed by a Registered Forensic Psychologist of at least 2 years' experience.
- 4.2 The process must ensure that Reports are fit for purpose and presented in a suitably professional manner. This includes providing a proof-reading process so that written materials are submitted to the Authority Quality Assurance Process without typographical or spelling / grammar errors.
- 4.3 Supplier Quality Assurance processes should ensure that the report meets the clinical standards for report writing as defined in the most recent Policy Framework for Psychology Reports.
- 4.4 The Supplier Quality Assurance process should show how far peer supervision is a part of the process

5. INTERVENTION SUPERVISION

- 5.1 This must be completed by a suitably experienced practitioner who offers a reflective space to develop supervisor skills (they do not need to be experienced in HSP as this knowledge element can be accessed through HMPPS HSP Treatment Managers)
- 5.2 The Supplier Quality Assurance process should demonstrate how the Supplier will ensure Intervention Supervisor Practitioners are able to access suitable continuous professional development opportunities relevant to this Lot. This should include a log of the activities.

6. INTERVENTION DELIVERY (bespoke individual interventions)

- 6.1 This must be completed by a Registered Forensic Psychologist of at least 2 years experience.
- 6.2 The process must ensure that Intervention Reports are fit for purpose and presented in a suitably professional manner. This includes providing a proof-reading process so that written materials are submitted to the Authority Quality Assurance Process without typographical or spelling / grammar errors.
- 6.3 Supplier services must include appropriate supervision which will constitute an element of Quality Assurance as well as reflective space

7. SUPERVISION OF FORENSIC PSYCHOLOGISTS IN TRAINING

- 7.1 This must be completed by a Registered Forensic Psychologist with at least 2 years experience of providing supervision to other professionals.
- 7.2 The Supplier Quality Assurance process should demonstrate how the Supplier will ensure Supervisor Practitioners are able to access suitable continuous professional development opportunities relevant to this Lot. This should include a log of the activities.

8. HSP THERAPIST ROLES

- 8.1 Suppliers who only provide HSP Therapist roles are not required to incorporate a formal element of clinical supervision in their tender as this is provided through the HSP Treatment Manager or Supervisor roles. However, HSP Therapists should consider ways in which they will be able to maintain quality products within their company.

9. QUALITY ASSURANCE PROCESS CONDUCTED BY THE AUTHORITY

- 9.1 All work produced for the Authority will need to pass the Quality Assurance Process checks carried out internally by the Authority.

- 9.2 Any failures to pass the Authority Quality Assurance process will be notified to the Supplier, and all remedial activity required will be undertaken by the Supplier at no further cost to the Authority. Remedial activities in the first instance means addressing any comments from the QA check.
- 9.3 Each contract has unique requirements for Quality Assurance, which can be found in the contract pack
- 9.4 Suppliers will be notified of the due date for submission of any documentation for Authority Quality Assurance at the point pieces of work as commissioned. Date will be confirmed on the NSR2 document.

IN WITNESS of which the Framework Agreement is duly executed by the Parties on the date which appears at the head of page 1.

SIGNED for and on behalf of the
Secretary of State for Justice

Signature:

Name (block capitals):

Position:

Date:

SIGNED for and on behalf of the [insert
name of Supplier]

Signature:

Name (block capitals):

Position:

Date:

