



Ministry
of Justice

Crown Commercial Service

Call-Off Order Form Schedule 6 for RM6126 Research and Insights DPS for the provision of Research Services

con_23771

Turnaround Programme Evaluation

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

Applicable Framework Contract

This Order Form is for the provision of the Deliverables and dated TBC.

CONTRACT REFERENCE:	con_23771
THE BUYER:	REDCTED
BUYER ADDRESS:	REDCTED
THE CUSTOMER:	REDCTED
CUSTOMER ADDRESS:	REDCTED
THE SUPPLIER:	National Centre for Social Research
SUPPLIER ADDRESS:	REDCTED
REGISTRATION NUMBER:	REDCTED
DUNS NUMBER:	REDCTED
SME STATUS	REDCTED
ORDER START DATE:	1 st April 2024
ORDER EXPIRY DATE:	31 st March 2025
ORDER INITIAL PERIOD:	12 months
ORDER EXTENSION PERIOD:	2 x 6 months
FINAL POSSIBLE EXPIRY DATE:	31 st March 2026
DELIVERABLES:	See details in Order Schedule 20 (Order Specification)

CALL-OFF ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form (DPS Schedule 6) including the Order Special Terms and Order Special Schedules.
2. DPS Schedule 7 (Order Procedure and Award Criteria)
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126 Research & Insights DPS**
 - Joint Schedule 1 (Definitions and Interpretation)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint-Schedule 6 (Key-Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for **RM6126 Research & Insights DPS**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 4 (Order Tender) Supplier Proposal
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 20 (Order Specification)

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Costs and payment milestones

All costs must be included in the pricing submission, and any assumptions made in relation to these costs must be clearly indicated.

These rates MUST be fixed for the term of the contract.

REDCTED

Project Evaluation timetable

A broad anticipated timetable for the evaluation is detailed below, although specific dates for evaluation activities these should be treated as a guide. **The end point for the evaluation is dictated by programme funding and is therefore immovable. Final reporting must be complete and signed off by the end of March 2025.**

Task	Start date	End date
Evaluation set up incl. draft materials & workshops	April 24	May 24
Fieldwork & analysis	May 24	August 24
Interim reporting	Sept-24	Oct-24
Further fieldwork & analysis	Oct-24	Jan-25
Final reporting	Mar-25	Mar-25

Payment Milestones

REDCTED

The Intellectual Property Rights of all products and reporting from the contract will belong to MoJ.

Ownership of data and Intellectual Property from this project will be retained by the Authority and the Supplier will be required to provide assurance to the Authority that all data will be destroyed within a reasonable timeframe from completion of the project

Order Schedule 14 (Service Levels)	
Project Management	<p>All administrative issues and contractual and technical matters will be managed by a contract manager nominated by the Authority, who will be the Supplier's first point of contact during the project. They, or a nominated replacement, will be available to deal with queries, be responsible for liaising with other colleagues during the project, and ensure all parties are kept up to date on progress.</p> <p>The Supplier shall we have a nominated project manager, with sufficient experience, seniority and time allocated to manage the project effectively.</p> <p>Project management will include:</p> <ul style="list-style-type: none"> • a project inception meeting which takes place soon after appointment; <p>meetings between the Supplier and the Authority at a regular basis, with the frequency and format of contact to adjusted subject to be adjusted subject to agreement between the Supplier and the Authority depending on the status of evaluation activity.</p>
Performance Monitoring	<p>The supplier will be expected to deliver the specification set out for this project. Order schedule 14 contains further details on performance monitoring relating to the timing and quality of work delivered by the supplier.</p>

REPORTING	
PROGRESS REPORT FREQUENCY	<p>Monthly (monthly project meeting).</p> <p>The supplier is expected to keep the authority up to date on progress, particularly for situations which relate to the production of key documents required as per the specification.</p>
PROGRESS MEETING FREQUENCY	<p>Monthly (monthly project meeting)</p> <p>As per Communication of research findings in Proposal NatCen will provide regular updates about the progress of the study using the following methods:</p> <p>Fortnightly project catch-up meetings with MoJ to provide progress updates on all aspects of the evaluation, share interim and early findings and discuss future activities.</p> <p>Two presentations at the interim and final stages of the project. For these presentations, NatCen will work closely with MoJ to develop clear, accessible materials which could be in the form of a short slide-deck or placemat. These outputs will highlight key and new findings (including outcomes) and recommendations, with a clear description of the scope and parameters of the data collection activities and a focus on our methods as distinct from an impact evaluation.</p>

PAYMENT METHOD

All invoices must be sent, quoting a valid purchase order number (PO Number) Within 10 Working Days* of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

Ministry of Justice (including its various departments, agencies and arm's-length bodies) now uses the Basware Network to trade electronically with our suppliers.

If you are not currently a supplier to the Ministry of Justice or your details are out of date, we will need to do a supplier set up.

To ensure that both the Ministry of Justice and our suppliers can maximise the benefits from using Basware, we will require you to register with Basware. Please see the attached Basware letter for further information.



Welcome-to-Basware
-eMarketplace-supplier

There are 3 ways suppliers can submit invoices can be submitted to MoJ for payment:

1. Paper/PDF	invoices are posted/emailed to the shared service centre. On receipt, the invoice is scanned and loaded onto SOP using Optical Character Recognition (OCR) software.
2. Electronic invoice file (Tech 11)	invoices are emailed to the shared service centre in a specific text file format that SOP can read without the need of OCR software. Engagement is required with the supplier before invoices are accepted in this format.
3. Basware	invoices are submitted via the Basware supplier portal and are then transmitted electronically into SOP via XML. Suppliers must be onboarded to Basware before they submit invoices in this method.

What you need to do

Except for those submitted via Basware, all invoice should be sent directly to SSCL (see below)

Suppliers providing electronic invoice files will be given a specific email for their invoices once onboarded.

Invoice minimum requirements

To enable successful processing, all invoices submitted to MoJ must clearly state the word 'invoice' and contain the following:

- a unique identification number (invoice number)
- your company name, address and contact information

- the name and address of the department/agency you're invoicing
- a clear description of what you're charging for
- the date the goods or service were provided (supply date)
- the date of the invoice
- the amount(s) being charged
- VAT amount if applicable
- the total amount owed
- a cost centre code (available from your MoJ business contact) or a valid purchase order (PO) number

If any of the above information is missing from your invoice, it will be returned to you.

Invoices relating to a purchase order

In addition to the minimum requirements above, invoices relating to a PO must not contain any lines for items which are not on the purchase order. If this occurs, your invoice will be returned to you.

Speak to the business contact on the purchase order if there are any additional items/services which you need to invoice for.

Invoice submission by email

All invoices submitted by email must meet the following criteria:

- Email size must not exceed 4mb
- 1 invoice per file attachment (PDF), multiple invoices can be attached as separate files
- Any supporting information, backing data etc. must be contained within the invoice PDF file

Failure to meet these criteria may result in not all your invoices being processed, or your invoice(s) being returned to you.

CUSTOMER'S INVOICE ADDRESS:

The email and postal address for PDF and paper invoices can be found here.

<https://www.gov.uk/government/organisations/ministry-of-justice/about/procurement>

AUTHORITY'S ENVIRONMENTAL POLICY

Embedding sustainability on the MOJ estate, Published 26 March 2018, Last updated 4 October 2021, available online at: <https://www.gov.uk/guidance/ministry-of-justice-and-the-environment>

AUTHORITY'S SECURITY POLICY

Cyber and Technical Security Guidance, 14 December 202, available online at: [Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk/security-guidance).

AUTHORITY'S AUTHORISED REPRESENTATIVE	
Name:	REDCTED
Role:	REDCTED
Email:	REDCTED
Address:	REDCTED

AUTHORITY'S KEY STAFF		
Key Role	Key Staff (Name & email)	Contact Details
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED


AUTHORITY'S CONTRACT MANAGER	
Role:	REDCTED
Role:	REDCTED
Email:	REDCTED
Address:	REDCTED

SUPPLIER'S AUTHORISED REPRESENTATIVE	
Name:	REDCTED
Role:	REDCTED
Email:	REDCTED
Address:	REDCTED

SUPPLIER'S KEY STAFF – See DPS Order Schedule 7 - Key Supplier Staff		
Key Role	Key Staff	Contact Details
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED

SUPPLIER'S CONTRACT MANAGER	
Role:	REDCTED
Role:	REDCTED
Email:	REDCTED
Address:	REDCTED

KEY SUBCONTRACTOR(S) – See DPS Joint Schedule 6 - Key Subcontractors-v1.0 (IF APPLICABLE)		
Key Role	Key Staff (Name & email)	Contact Details
REDCTED	REDCTED	REDCTED

INFORMATION	
MAXIMUM LIABILITY The limitation of liability for this Order Contract is as below and not as is stated in Clause 11.2 of the Core Terms.	Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and fifty percent (150%) of the Estimated Yearly Charges unless specified in the Order Form.
CALL-OFF ORDER CHARGES	See details in Order Schedule 5 (Pricing Details)
REIMBURSABLE EXPENSES	Not permitted unless approved in advance by the Customer and in line with MoJ Policy.  Travel and subsistence policy and
DPS FILTER CATEGORY(IES):	Not applicable
E-AUCTIONS	Not applicable
SERVICE CREDITS	Not applicable
ADDITIONAL INSURANCES	Not applicable
GUARANTEE	Not applicable

COMMERCIALLY SENSITIVE INFORMATION	<p>See DPS Joint Schedule 4 - Commercially Sensitive Information v1.0</p> <p><i>For example:</i></p> <p><i>Daily rates</i> <i>Client organisation names</i> <i>Client contact information</i> <i>Experience descriptions</i> <i>Staff information (including all information contained within, but not limited to biographies and CV's)</i></p>
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SOCIAL VALUE COMMITMENT
<p>The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in DPS Order Schedule 4 - Order Tender v1.0</p> <p>REDCTED</p> <p>CONFIDENTIAL INFORMATION</p>

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Buyer: Ministry of Justice	
Signature:	REDCTED
Name:	REDCTED
Role:	REDCTED
Date:	REDCTED

For and on behalf of the Supplier: National Centre for Social Research	
Signature:	REDCTED
Name:	REDCTED
Role:	REDCTED
Date:	REDCTED

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<u>DPS Joint Schedule 10 (Rectification Plan)</u>	
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ORDER SCHEDULES FOR RM6126 RESEARCH & INSIGHTS DPS	
<u>Order Schedule 1 (Transparency Reports)</u>	
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Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa; 1.3.2 reference to a gender includes the other gender and the neuter; 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" 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**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive

of the clause numbers specified;

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	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 of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none">a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract);b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;c) verify the Open Book Data;d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

	<ul style="list-style-type: none"> f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) 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 Relevant Authority has used its resources; k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority,

	would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: <ul style="list-style-type: none"> a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:

	<p>i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances;</p> <p>v) any other contractual employment benefits;</p> <p>vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but</p> <p>excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments
	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	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;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. " Deliver " and " Delivered " shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof
	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the " Disaster Period ");

"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	a) the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;

"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and
	minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;

"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Contract Charges; or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</p> <p>iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;</p>
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"FOIA"	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"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p>

	<p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned;</p> <p>and</p> <p>any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"GDPR"	i) the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<p>b) the legislation in Part 5 of the Finance Act 2013; and</p> <p>any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	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;
"Goods"	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <p>i) are supplied to the Supplier by or on behalf of the Authority; or</p>
	the Supplier is required to generate, process, store or transmit pursuant to a Contract;

"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/governmentprocurement-card--2 ;
"Guarantor"	i) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and <p>such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a) a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) 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; or c) 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); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) 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; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
"Intellectual Property Rights" or "IPR"	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or

	<p>business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	a) any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;

"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
"MI Reporting Template"	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Mobilisation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;

"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)</p>

	<p>together with a list of agreed rates against each manpower grade;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>the actual Costs profile for each Service Period;</p>
"Order"	a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Contract"	b) the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	the Contract Period in respect of the Order Contract;
"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);

"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> 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; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;
"Recall"	a) a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;

"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>b) the actual or anticipated effect of the Default; and</p> <p>the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing</p> <p>the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p>
	c) information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);

"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);

"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (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; b) standards detailed in the specification in DPS Schedule 1 (Specification);
	c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time;

"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;

"Supplier Equipment"	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
"Supplier Profit Margin"	a) in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"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 a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" shall be construed accordingly;

"Third Party IPR"	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert] name of Supplier] ("the Supplier")	
Contract name:	[insert] name of contract to be changed] ("the Contract")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant

Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the DPS Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] one million pounds (£1,000,000);
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than one million pounds (£1,000,000); and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at

<https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;

- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime is used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Order Schedule 3 (Continuous Improvement)

1. BUYER'S RIGHTS

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. SUPPLIER'S OBLIGATIONS

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Order Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.2 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
- 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
- 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
- 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
- (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;

- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

- 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph **Error! Reference source not found.**; and

- 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer

unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Order Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
 - (a) comply with the principles of security set out in Paragraph **Error! Reference source not found.** and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the

date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
 - (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Order Schedule 10 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables
("Registers").
- 2.3 The Supplier shall:
 - 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify

the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every [six (6) months] throughout the Contract Period; and
 - (b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- 5.1.1 the nature of the Termination Assistance required; and
- 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph **Error! Reference source not found.**, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 8.2.2 which, if any, of:
- (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
- the Buyer and/or the Replacement Supplier requires the continued use of; and
- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and

exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

DPS Schedule 7 (Order Procedure and Award Criteria)

Part 1: Order Procedure

Overview

- 1.1. This DPS Schedule sets out the Order Procedure for all Buyers and Suppliers to follow.
- 1.2. CCS reserves the right to change this Order Procedure.
- 1.3. All Buyers listed under the FTS Notice may award an Order Contract under this DPS Contract.
- 1.4. The Buyer may appoint an agent to act on their behalf, this includes completing this Order Procedure.
- 1.5. CCS is not responsible for the actions of any Buyer.

Buyer reserves the right not to award

- 2.1. An Order Procedure may be cancelled at any time. The Buyer is not obliged to award any Order Contract.
- 2.2. At any time during the Further Competition Procedure, the Buyer may go back to any previous stage in the Procedure and amend requirements.
- 2.3. The Supplier may ask clarification questions relating to the Buyer's requirements. The Buyer will specify how clarification questions can be asked and when the clarification period will close. Questions and responses will be anonymised and made available to all Suppliers identified in the Buyer's filtered shortlist as applicable to the Buyer's requirements.

How services will be bought

- 3.1. The Buyer shall award an Order Contract in accordance with the Further Competition Procedure as set out in Clause 4 below.

Further Competition Procedure

- 4.1. **Develop a Statement of Requirements.** The Buyer shall develop a Statement of Requirements detailing what is needed from the Supplier and the outcome that the Supplier shall be required to deliver. As a minimum the Statement of Requirement must include:
 - 4.1.1. an outline of the business challenge/issue, including any known objectives;
 - 4.1.2. details of any mandatory activities, or specialist services that should be included within any proposed solution;

- 4.1.3. the evaluation method and criteria for assessing Suppliers against the Statement of Requirement, based on the Further Competition Award Criteria together with a timetable for the evaluation Procedure;
 - 4.1.4. the number of highest scoring Suppliers that will be invited to Pitch, where applicable, following the Written Proposal; 4.1.5. a request for interested Suppliers to respond; and
 - 4.1.6. the Supplier's Proposal due date.
- 4.2. The Buyer is advised but not mandated to include the below in the Statement of Requirement:
- 4.2.1. a budget range;
 - 4.2.2. geographical location of work (if required);
 - 4.2.3. any security clearances needed;
 - 4.2.4. a clarification period for Suppliers to ask questions about the Statement of Requirements. The time frame for this clarification period shall be outlined in the Statement of Requirements; and
 - 4.2.5. any other information that the Buyer considers necessary to enable Suppliers to submit a Proposal and a template Statement of Requirements layout is attached as Annex A to this Schedule.
- 4.3. The Buyer may wish to engage with Suppliers before starting the below stages, including providing preliminary details of the requirement for Supplier feedback.
- 4.4. The Buyer shall undertake the required stage (clause 4.8 Written Proposal) and may choose to undertake one or more of the optional stages set out below.
- 4.5. **Pre-Market Engagement (Recommended but Optional).** If a Buyer chooses to undertake pre-market engagement the Buyer:
- 4.5.1. shall send the draft Statement of Requirements to all Suppliers on the Buyer's filtered shortlist, as applicable to the Buyer's requirements, asking for a response for the purposes of assisting with market engagement, as detailed within the Statement of Requirements;
 - 4.5.2. may hold a market engagement event where they shall invite all Suppliers on the DPS to help develop the Statement of Requirements; and
 - 4.5.3. may choose to update and re-issue the Statement of Requirements to all Suppliers on the Buyer's filtered shortlist following pre-market engagement.
- 4.6. **Supplier Capability Assessment (Optional).** If a Buyer chooses to undertake Supplier Capability Assessments the Buyer:
- 4.6.1. shall send the Statement of Requirements to all Suppliers on the Buyer's filtered shortlist, as applicable to the Buyer's requirements;

- 4.6.2. shall send questions relating to the requirements set out in the Statement of Requirements to Suppliers which require a “Yes” or “No” response (the “**Capability Assessment Questions**”) and shall indicate the timeframe in which these must be completed.
- 4.6.3. shall only proceed with Suppliers that have responded ‘Yes’ to all the Capability Assessment Questions to the next stage of the Procedure.
- 4.7. Where a Buyer chooses to undertake Supplier capability assessment the Supplier shall respond to the Capability Assessment Questions answering “Yes” or “No”.
- 4.8. **Written Proposal (Required).** The Buyer shall undertake the written Proposal stage for all Order Contracts under this DPS Contract. The Buyer:
- 4.8.1. shall send the Statement of Requirements to all Suppliers on the Buyer’s filtered shortlist, as applicable to the Buyer’s requirements, (or only those Suppliers passing the Capability Assessment if the Buyer has undertaken Supplier Capability Assessment under clause 4.6); and
- 4.8.2. shall conduct a quality and price assessment of the Supplier’s Proposal against the evaluation method and scoring system outlined in the Statement of Requirements.
- 4.9. During the undertaking of the written Proposal stage the Suppliers:
- 4.9.1. shall submit their written Proposal in line with the requirements in the Buyer’s Statement of Requirements including timeframe and format;
- 4.9.2. shall be required to demonstrate how they will deliver the solution, including whether the Services will be delivered solely by their ‘in-house’ capability or whether they intend to SubContract any element(s) of the Services delivering the solution. Where an Supplier declares that it intends to Sub-Contract any element(s) of the Services, the Supplier shall be required to clearly state in its response:
- (a) The name of the Sub-Contractor(s);
 - (b) The Companies House Registration number of the Sub- Contractor(s);
 - (c) The registered address of the Sub-Contractor(s) and the address of the premises from where the Services will be delivered;
 - (d) Details of the Services that will be Sub-Contracted; and
 - (e) the estimated value of the work that will be SubContracted.
- 4.10. **Pre-Pitch Feedback (Recommended when including a pitch but Optional)** The Buyer may choose to undertake a pre-pitch feedback session with each of the Suppliers invited to pitch, to provide feedback on the general direction of the Supplier's approach. These take place before the pitch and are not evaluated.
- 4.11. **Pitch (Recommended but Optional).** If a Buyer chooses to undertake a pitch to further shortlist after the written stage the Buyer shall:

- 4.11.1. specify in the Statement of Requirements that, if the Supplier is successful at the written Proposal stage, that written Proposal must be supported by a further submission in the form of:
 - (a) a presentation;
 - (b) a face to face pitch; or
 - (c) such other submission as the Buyer may specify;
- 4.11.2. specify in the Statement of Requirements how many of the highest scoring Suppliers at the written Proposal stage will be invited to pitch.
- 4.11.3. set out in the Statement of Requirements the evaluation method and scoring system to be used for assessment of the Supplier's further submission; and
- 4.11.4. conduct a quality and price assessment of the Supplier's further submission in line with the evaluation method and scoring system outlined in the Statement of Requirements.
- 4.12. Where a Buyer chooses to undertake a pitch, the Supplier shall address the pitch requirements in its written Proposal.
- 4.13. If the Buyer chooses to undertake a pitching stage, the Supplier shall provide the further submission in accordance with the requirements in the Buyer's Statement of Requirements.
- 4.14. The Buyer shall award an Order Contract to the successful Supplier in accordance with the methodology set out in the Statement of Requirements.
- 4.15. At all stages the Buyer shall notify unsuccessful Suppliers and may provide the Suppliers with feedback.
- 4.16. A Supplier shall inform the Buyer if at any stage it does not wish to participate in the Further Competition Procedure.

Further Competition Award Criteria

- 5.1. The Buyer may wish to use the GCS evaluation framework found here: <https://gcs.civilservice.gov.uk/publications/evaluation-framework/> The Buyer has discretion to develop the Further Competition Award Criteria as it deems appropriate.
- 5.2. The Buyer will evaluate the Supplier's Proposal against the following criteria to determine which of the Suppliers provides the most economically advantageous solution from the perspective of the Buyer. For the avoidance of doubt the most economically advantageous solution will not necessarily be the lowest price solution:

Criteria	Percentage Weightings
Quality*	60 - 95%

Price	5 - 40%
TOTAL	100%

* Central Government Bodies in scope of PPN 06/20 must give Social Value a minimum weighting of 10% of the total scoring

- 5.3. Weightings and sub-weightings for the evaluation criteria will be set by the Buyer and must add up to 100%.
- 5.4. Where the Buyer has chosen to undertake a Pitch, the Buyer will evaluate quality and price in the Written stage to identify Suppliers to invite to Pitch.

What the Supplier has to do

- 6.1. The Supplier agrees that all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
 - 6.1.1. communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
 - 6.1.2. enter into any arrangement or agreement with any other person that they or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

Awarding and creating an Order Contract

- 7.1. A Buyer may award an Order Contract with the Supplier by sending (including electronically) a signed Order Form substantially in the form (as may be amended or refined by the Buyer) of the Order Form Template set out in DPS Schedule 6 (Order Form Template and Order Schedules).
- 7.2. The Parties agree that any document or communication (including any document or communication in the apparent form of an Order Contract) which is not as described in this Paragraph 2 shall not constitute an Order Contract under this DPS Contract.
- 7.3. On receipt of an Order Form as described in Paragraph 7.1 from a Buyer the Supplier shall accept the Order Contract by promptly signing and returning (including by electronic means) a copy of the Order Form to the Buyer concerned.
- 7.4. On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two

(2) Working Days and the Order Contract shall be formed with effect from the Order Start Date stated in the Order Form.

- 7.5. The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Order Contracts under this DPS Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:

7.5.1. the conduct of Buyer in relation to this Contract; or

7.5.2. the performance or non-performance of any Order Contracts between the Supplier and Buyer entered into pursuant to this Contract.

Awarding and creating an Exempt Order Contract

- 8.1. Paragraph 3.1 above shall not apply to an Exempt Buyer.
- 8.2. If a potential Exempt Buyer decides to source Deliverables through this DPS Contract, it will award an Exempt Order Contract for Deliverables in accordance with the procedure in this Schedule as modified by this Paragraph 8 and in accordance with any legal requirements applicable to that potential Exempt Buyer.
- 8.3. A potential Exempt Buyer may award an Exempt Order Contract under this DPS Contract through a Further Competition Procedure in accordance with Paragraph 4 as modified by Paragraph 8.4 below.
- 8.4. If the potential Exempt Buyer requires the Supplier to develop proposals or a solution in respect of Deliverables, then the potential Exempt Buyer may at its discretion use the procedure set out in Paragraph 4 above as modified by this Paragraph 8.4. In that case, references to “the Regulations” in Paragraph 4 above shall be read as references to “any legal requirements applicable to that potential Exempt Buyer”, and the Exempt Buyer shall be permitted to modify the Further Competition Procedure in accordance with any legal requirements applicable to the Exempt Buyer.
- 8.5. Paragraphs 8.1 to 8.4 above are without prejudice to an Exempt Buyer’s ability to make such further modifications to the Order Procedure as it considers necessary and in accordance with any legal requirements applicable to that potential Exempt Buyer.

Annex A – Template Statement of Requirement

Department / Organisation:

Contact name:

Contact email:

DPS ref:

Date issued / clarification period / response deadline:

Summary

- a) The problem and services required
- b) Any constraints that may preclude Suppliers from accepting this Statement of Requirement
- c) Budget (if appropriate)
- d) Timescales

Context and objectives

- a) About our organisation
- b) Existing strategy (i.e. known sensitivities, constraints, conflicts of interest)
- c) Any data, previous research activity, audience insight and outputs
- d) Your goals and objectives

Requirement and implementation

- a) Detail of requirement
- b) Role of the Supplier, management and staffing (if applicable)
- c) Key delivery milestones

Supplier response (evaluation)

- a) Questions and evaluation methodology with marking scheme
- b) Any further stages

Appointment and timings

- e) Timescales for tender (stages / award)
- f) Contract length and any extension possibilities
- g) Total contract value

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 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 applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
REDCTED	REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED	REDCTED

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:

DPS Schedule 6 (Order Form Template and Order Schedules)

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- 1.5.1 a copy of the proposed Key Sub-Contract; and
- 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

KEY SUBCONTRACTOR(S)

Key Role	Key Staff	Contact Details
REDCTED	REDCTED	REDCTED

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

DPS Schedule 6 (Order Form Template and Order Schedules)

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

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

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational

measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

DPS Schedule 6 (Order Form Template and Order Schedules)

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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: dataprotection@justice.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are **REDACTED**
Email: **REDACTED**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• All data collected about and from participants as part of this process evaluation.• All management information data shared with the Supplier for purposes of analysis as part of this process evaluation.
Duration of the Processing	<p>The duration of the processing of personal and identifiable data should last until the completion of the contract, when the final draft report is accepted, and the payment made. At this point all identifiers should be securely deleted.</p> <p>Processing of the non-identifiable personal data is permitted for up to 2 years following completion of the contract. This is to allow for statistical/analytical clarification which may be requested by the Authority. During the 2-year post-contract period, the non-identifiable personal data is not to be used for any purpose other than statistical/analytical clarification relating to study the Supplier was contracted to conduct. After this, all data relating to this contract should be securely deleted by the Supplier.</p>

Nature and purposes of the Processing	<p>The nature of the Processing means any operation required to support analysis specified in the contract, including: organisation, structuring, storage, adaptation or alteration, retrieval, use, analysis, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purpose of processing this data is for research and statistical purposes. This is to deliver a robust process evaluation of the Turnaround programme.</p>
Type of Personal Data	<p>The personal data will include, but may not be limited to:</p> <ul style="list-style-type: none"> • Name • Surname • Telephone number • Age • Date of birth • Sex • Disability/educational needs • Gender (including gender reassignment) • Ethnicity • Language • Parental status • Criminal history
Categories of Data Subject	<p>All groups specified in point 17. 'Target Participant Group' of the Order Specification (Order Schedule 20 of this contract):</p> <ol style="list-style-type: none"> 1. Frontline staff delivering Turnaround – this includes Turnaround support workers, those working directly with the children, and YOT management i.e., those with oversight of Turnaround delivery within their YOT, YOT management boards. 2. Children receiving support through the programme. This includes personal data of parents/guardians of children supported through the programme. 3. Key stakeholders including referring agencies e.g., police and child and adolescent mental health services, members of the Turnaround Programme Team at the Ministry of Justice, and representatives from organisations providing the interventions.

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<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>	<p>All personal and identifiable data should be securely deleted on completion of the contract, when the final draft report is accepted, and payment made. At this point all identifiers should be securely deleted.</p> <p>Before deletion of copies held by the Supplier, all personal and identifiable data should be securely returned to the Buyer. The Supplier should notify the Buyer in writing once personal and identifiable data has been deleted.</p> <p>Storage of the non-identifiable personal data should be maintained for up to 2 years following of the contract. This is to allow for statistical clarification.</p>
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Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the Supplier:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every month on:

- (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

- 3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
 - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
 - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- 7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
 - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	Project reports and outputs (Delivery)	MoJ receiving <u>written</u> project reports and outputs on time as agreed	As agreed in Annex A to Part A: Services Levels and Service Credits Table

Order Schedule 4 (Order Tender)

REDCTED

Order Schedule 5 (Pricing Details)

REDCTED

Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully

competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contact Details
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED
REDCTED	REDCTED	REDCTED

Order Schedule 14 (Service Levels)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;

- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,
the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
 - 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
 - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
 - 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
 - 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

Service Levels			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold
Project reports and outputs (Delivery)	Deliver project reports and outputs.	MoJ receiving project reports and outputs on time as agreed.	Report/output delivered > 5 working days after the agreed deadline date and without a robust explanation accepted by MoJ and/or contains major errors or other significant quality issues which require major re-writing or other intervention by MoJ (or partners).
Project reports and outputs (Quality)	Project reports and outputs are of a high quality and signed off by the Authority's project manager.	Provision of high-quality reports / outputs. Reports and outputs are deemed up to quality by the Authority.	Report / outputs are not delivered to the agreed standard or require significant rewriting or revisions to be made by MoJ.

DPS Schedule 6 (Order Form Template and Order Schedules)

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Service Levels			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold
Social value – Wellbeing	Effective measures are in place for health and wellbeing of staff.	Health and wellbeing statement / policy / visibility of action plan.	No visible policy or action toward improving workforce health and wellbeing.

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Order Schedule 20 (Order Specification)

Specification Document

Title of Request:	Turnaround Evaluation
Estimated Total Value:	£245k excl. VAT
Duration of Engagement:	12 months
Required Commencement Date:	April 2024

1. Introduction

1. The Ministry of Justice (MoJ) is a major government department, at the heart of the justice system, responsible for courts, prisons, probation services and attendance centres. We work to protect and advance the principles of justice, delivering a world-class justice system.
- 2.
3. The MoJ, together and with other government departments and agencies, strives to deliver justice for everyone in society. We work to ensure that while offenders serve sentences for criminal convictions they are encouraged and supported to turn their lives around. By providing effective supervision and support, we aim to protect the public and reduce reoffending.
4. There is a distinct justice system for children aged 10-17 that has:
 - a statutory aim 'to prevent offending by children and young persons' (Crime and Disorder Act 1998);
 - a greater focus on prevention, diversion, with custody used as a last resort;
 - separate community services provided by Youth Justice Services (YJSs) in local authorities;
 - a separate Youth Court with specially trained magistrates and different sentencing powers;
 - a separate sentencing framework with an emphasis on restoration and rehabilitation and a higher threshold for use of custody;
 - a separate secure estate currently comprising Secure Children's Homes (SCHs), Secure Training Centres (STCs) and Young Offender Institutions (YOIs).
5. Responsibility for non-custodial work is held by Youth Offending Teams (YOTs, also known as Youth Justice Services) who work in each local authority. The Youth Justice Board (YJB) provides independent oversight of the performance of the youth justice system and advice to ministers.
6. While prevention is a statutory aim of the national Youth Justice System (YJS), local provision by Youth Offending Teams focuses on the statutory caseload, which includes offences which have not met the custodial threshold. Non-statutory prevention work varies locally, and has been dependent on each YOTs local arrangements, funding and strategy. As a result, children who commit low-level offences or have minor contact with the YJS do not consistently receive the support needed to address their offending behaviour before it becomes more serious and/or habitual. Supporting this cohort away from offending and criminality is the primary aim of the Turnaround programme.
7. The government's Beating Crime Plan (2021) highlights the importance of early intervention and targeted support for this cohort of children, who often have complex needs, to prevent them going on to (re)offend and enter the criminal justice system. Turnaround aims to build on the success of the Government's Supporting Families programme, which showed the benefits of working with children and their families to meet needs through holistic support delivered by joined-up local services.
8. Turnaround is a youth early intervention programme led by the Ministry of Justice. The programme is providing £56.5m multi-year grant funding to Youth Offending Teams (YOTs) across England and Wales until March 2025, enabling them to intervene earlier and improve outcomes for children on the cusp of entering the youth justice system. This additional funding is enabling YOTs to consistently support a cohort of children not currently on their statutory caseload, and work with up to 17,500 more children.
9. This specification sets out the requirements for an implementation and process evaluation of the Turnaround programme to be delivered by a suitably qualified and experienced Supplier.

2. Background to the Requirement

2.1 Turnaround evaluation feasibility assessment

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2.2 Turnaround programme delivery

Turnaround is currently being delivered in 156 Youth Offending Teams across England and Wales. Using Turnaround funding, YOTs ensure that children on the cusp of the youth justice system are 'needs assessed' and offered the opportunity for a bespoke intervention/support in order to divert them from further offending.

Turnaround is not a single intervention that is delivered consistently; what is delivered by YOTs, how referrals are identified, how children are assessed and what agencies are involved differs from one area to another. YOTs use the funding to take a needs-led and tailored approach to supporting an individual child – and what is delivered on the ground by YOTs is expected to build on local systems and practices, respond to local requirements, and aim to complement existing local services. This variation is a fundamental feature of the Turnaround programme, and the section below provides more detail on the extent and type of this variation, as identified in the preceding feasibility work.

2.2.1 Variation in programme delivery

Turnaround funding requires YOTs to follow three common stages. The stages are set out below with a brief description of the variation within each stage.

Referral & Triage – following a referral to the Turnaround programme, YOTs undertake initial screening to assess a child's eligibility for the programme. If eligible for Turnaround, contact is then made with the child and their family. The purpose of this is to explain Turnaround to the family and obtain their consent, followed by an assessment.

Each YOT has adopted its own referral process. Some take a multi-agency approach to the referral process, whereas others manage their referrals in-house (e.g., by screening data such as arrest lists for potentially eligible cases). Most YOTs have established a defined route of referral, with some still developing their referral process. Some YOTs have purposely avoided a prescriptive referral process, to allow flexibility.

Referrals can be sent from multiple sources, most commonly through the police and wider justice system. Referrals can also be sent from health and social care (e.g., Front Door, Multi-Agency Safeguarding Hub or MASH), the Early Help team, education services or amongst a small number of YOTs, self-referrals (i.e., child or their family).

Cases are then taken through a triage and screening process. Referrals are screened for eligibility. For many YOTs, a multi-agency approach is taken to determining eligibility, conducted at regular panel or team meetings. In some YOTs, this is conducted by an individual (e.g., Manager, YJS, Police Officer, Turnaround staff). The screening process often also involves cross referencing of data with partner agencies (e.g., the police, Children's Services, Early Help) and/or the Youth Justice System database. This helps to determine eligibility and identify any existing support that the child is receiving.

Turnaround is a voluntary programme with no admission of guilt required. If a child is eligible for Turnaround, contact is then made with the child and their family to explain the programme and obtain consent. Once consent is received, the next stage is an assessment.

Early Help Assessment – an in-depth holistic assessment of a child's needs and arrangement of support (assessment and participation in the programme is voluntary for the child). Each case is allocated a

Turnaround worker. This can happen at different stages across YOTs. For example, in some YOTs the Turnaround worker is the individual who makes initial contact with the family and/or completes the assessment. In other YOTs, the Turnaround worker is allocated once the assessment is complete.

The format of and framework for the assessment varies between YOTs. Some YOTs use an Early Help assessment that aligns with the assessments being used by Early Help services within the Local Authority. Others have aligned their assessments with those used in other parts of the YOT. In the prior feasibility work, some YOTs emphasised that the assessment is completed with the child and their family over a number of meetings and forms an important part of the relationship building between the Turnaround worker and the child.

Delivery of interventions – interventions can be delivered by the YOT or other agencies or partners (whether public, voluntary, or other sector) involved in the support a child is receiving.

In addition to directly funding Turnaround workers, YOTs use the funding in a variety of ways, including but not limited to: purchasing specialised resources, commissioning specialist interventions, funding leisure or sports activities for children and families, accessing external initiatives and existing services, and creating new facilities. Although there is a wide variety in the way that funding is utilised, YOTs themselves report that it is being consistently tailored to the individual needs of the child and their family, offering a bespoke service for each case.

2.2.2 Variation in England and Wales

There is also variation in the Turnaround delivery context across England and Wales. Historically, Wales has had greater provision for prevention and diversion work, via the Children and Communities Grant from the Welsh Government. Therefore, early intervention practice and links with the wider system are often more well-established in Welsh YOTs. As Turnaround seeks to provide additionality, working with children who would not otherwise be supported, it can be more challenging for YOTs in Wales to identify their Turnaround cohort.

It is of critical importance that the evaluation investigates and reports on the variation in practice set out above (incl. differences in English and Welsh delivery), to the fullest extent possible within the budget specified. This should be a key consideration of the bidders in their evaluation design.

2.3 Turnaround interventions

No intervention type is mandated, but YOTs are encouraged through the terms of their grant to deploy evidence-informed approaches. There is a clause in the Grant Funding Agreement with YOTs encouraging them to follow the guidance in the Youth Endowment Fund's toolkit (<https://youthendowmentfund.org.uk/toolkit/>) on what approaches are most likely to be effective and prohibiting the use of interventions that are known to be harmful. Examples of the kinds of services and support that are provided following a 'needs based' assessment and using Turnaround funding are set out below – but bidders should note this is not a definitive list as YOTs have the freedom to determine the appropriate interventions based on need:

- **Mental health and therapeutic support** – such as cognitive behavioural therapy, trauma specific therapies, etc.
- **Mentoring and supportive relationships** – to match children with mentors who provide advice and support
- **Educational and vocational** – support with educational and employability skills
- **Substance misuse** – support to overcome issues related to alcohol and drug use
- **Sports based recreation activities** – engaging children in organised sports, physical or community activities
- **Music and arts-based recreation activities** – engaging children in music, theatre, drama and other cultural activities
- **Social and emotional interventions** – support to develop children's ability to regulate their behaviour and communicate effectively
- **Practical life skills** – support to develop organisational skills, cooking, making appointments, managing time and money effectively
- **Restorative Justice** – supporting someone who has committed a crime to communicate with the victim, understand the impact of their actions, and find a positive way forward

- **Interventions to meet wider family need** e.g. support for housing, hardship or debt, including parenting programmes and similar interventions

REDACTED

Typically, interventions are not delivered in isolation from one another. In line with the bespoke nature of Turnaround delivery, practitioners often incorporate support and learning across a range of different interventions. For example, sports activities might be used as a means for the child to spend time within their local community, to support their social and emotional needs, to practice life skills (e.g., budgeting, travelling, planning), and mentoring schemes are often embedded within a sporting context. For children whose interests are in arts and music, there are similar opportunities provided within this context, through both internal and external initiatives.

2.4 Turnaround eligibility criteria

Participation in the programme of support is voluntary for the child. Children are eligible for inclusion in the programme if they are 10-17 years old and fit one or more of the following criteria:

- have come to notice of agencies with enforcement powers for **repeated** involvement in anti-social behaviour (ASB);
- are involved in anti-social behaviour who have received:
 - Community Protection Warning/Notice (CPW/N);
 - Acceptable Behaviour Contract (ABC);
 - Civil Order for ASB;
- In receipt of Community Protection Orders (CPO), Civil Order and/or Acceptable Behaviour Contract (ABC) for anti-social behaviour;
- interviewed under caution following arrest, or subject to a criminal investigation attending a voluntary interview;
- subject to a No Further Action (NFA) decision (including Outcome 22);
- subject to a Community Resolution (Outcome 8);
- receiving a first-time youth caution, not including a conditional caution;
- released under investigation (RUI) or subject to pre-charge bail;(PCB)
- discharged by a court;
- acquitted at court; and/or
- fined by a court.

REDACTED

2.5 Turnaround programme management and funding

Programme delivery is managed centrally by Turnaround Programme team - a small team within the Youth Justice Policy Unit in MoJ. The team's activities are directed towards mobilising, overseeing and optimising the programme during delivery as well as supporting YOTs to work with the evaluator.

REDACTED

2.6 Turnaround outcomes

Specific intended outcomes of the programme include:

For children and families

- Reduce (re)offending, including antisocial behaviour of children (through interventions which target problem behaviour alongside wider child/family needs).
- Improve the socio-emotional, mental health and wellbeing of children, and help them to develop pro-social identities.
- Improve educational attendance and outcomes.

For services

- Improve integration and partnership working between YOTs and other statutory and non-statutory services to support children.

2.7 Turnaround data

The Turnaround programme team and MoJ analysts collect management information directly from YOTs on a quarterly basis. This data is anonymised, aggregate level data, not individual-level data as MoJ do not have data-sharing agreements established with individual YOTs. This data contains a range of information including demographic details of the children going through the programme, numbers of children at different stages e.g., assessment, referral and intervention, types of intervention, withdrawals and outcomes – both reoffending and further contact with YOTs. This data is currently used by the programme team to monitor overall programme performance and to inform performance conversations with individual YOTs. **REDACTED**. MoJ will share this MI data with the Supplier, and it is expected that analysis of this data will form part of the evaluation, as detailed in this specification.

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2.8 Turnaround stakeholders

Multiple stakeholders have an interest in the outcomes of the Turnaround evaluation. The primary stakeholders are the Turnaround Programme delivery team, Youth Justice policy and analytical colleagues and MoJ ministers. There is also a Turnaround Programme Board which includes representatives from other government departments, non-departmental public bodies and others who have an interest in the programme. These include:

- Youth Justice Board
- Department for Education
- NHS England
- Department Levelling Up Communities and Housing
- Home Office
- His Majesty's Inspectorate of Probation
- Department of Work and Pensions
- Welsh Government
- Youth Endowment Fund

2.9 Turnaround programme and evaluation timelines

Turnaround programme delivery began in December 2022 and is currently funded to run until the end of March 2025. As evaluation funding is drawn from the programme budget there is also a hard end date for the evaluation for the end of March 2025. **It is therefore critical that the supplier is adequately resourced to deliver all of the required evaluation activities and outputs by this point.** More detail is provided in the following sections of the specification.

3. Aims & objectives.

The aims of this evaluation are to:

- Examine the processes and implementation of programme delivery and which elements are driving any successes.
- Examine the programme outcomes – whether the programme is perceived to have been effective by practitioners and children, what outcomes it has produced, and in what circumstances.

- Identify lessons learnt and recommendations for future practice and policy-making.

Within these broad aims, the evaluation should seek to answer the following specific questions:

1. To what extent is Turnaround implemented as intended?
2. What are the systems and processes at local levels and how are they working?
3. Are some elements of Turnaround implemented more successfully than other elements? (if so, which elements)
4. What are the facilitators and barriers to implementation of Turnaround?
5. What is the need for Turnaround from the perspective of YOT staff? To what extent is the programme meeting an unmet need? Do YOTs report having waiting lists for assessment and/or support?
6. What is the experience of Turnaround for children and does this vary across subgroups (i.e., ethnic groups, special educational needs, gender, children in different types of areas etc)? Are there disparities in provision for any specific groups? What can we learn about children's experiences pre-Turnaround and if/whether they were receiving any other support? *
7. What is the experience of Turnaround for YOT staff?
8. How are YOTs learning and developing practice? What changes have occurred in their practice because of Turnaround?
9. What is the impact of Turnaround on the wider inter-agency system? Whether/how do those impacts vary geographically and by other contextual factors? Has Turnaround led to changes in how YOTs work with others including the police and the voluntary and community sector?
10. What are the perceived impacts of the programme on children's outcomes including pro-social behaviour, mental health outcomes, offending behaviour/attitudes towards offending behaviour. How do these vary by contextual factors such as demographics, geography etc
11. Where children were referred for ASB, what interventions were deemed most useful (and why)?

*Within the experiences of children (question 6) we are also interested in whether children supported by the programme have experienced interactions with county lines gangs, experienced child criminal exploitation and/or harmful sexual behaviour.

Bidders should provide a realistic assessment of the extent to which they can answer all of the above questions within the budget specified and clearly set out any important limitations.

4. Requirement

4.1 Purpose

The purpose of this project is to deliver an implementation and process evaluation of the Turnaround programme. The evaluation will provide a comprehensive understanding of what has happened and why, during roll out and implementation; examining the barriers and facilitators that influence delivery within different contexts, how barriers can be overcome, and highlight areas of challenge and good practice. Importantly it will examine the experiences of children within the programme, perceptions of impact and outcomes. It will investigate how/whether the programme has impacted the wider system e.g., improved multi-agency working. Finally, it will provide lessons learned and recommendations for future practice.

Interim reporting will feed directly into improvements to the latter stages of programme delivery. Final reporting will provide evidence to demonstrate the value of the programme investment and help make the case at Spending Review for further investment in early intervention and prevention work. Crucially it will also inform the design and development of future early intervention policy and programmes.

There is existing evidence on the benefits of early intervention to divert children and teenagers away from multiple and/or more serious offences. However, evidence is required for the specific circumstances of this programme, where YOTs utilise an Early Help model to support children – the programme is a 'proof of concept' in this space.

4.2 Roles and Responsibilities

The Authority

- will provide access to all relevant programme documentation and outputs from prior feasibility work
- will help facilitate access to and contact with YOTs and appropriate stakeholders when required
- will provide access to management information data being collected by the Authority
- will facilitate MoJ ethical approval in line with our Quality Assurance Processes
- will provide input, review and sign-off of data collection instruments, analysis and reporting to ensure the supplier understands the authorities' requirements and the objectives of the evaluation

The Supplier

- will conduct the research in line with ethical requirements
- will ensure all ethical documentation is completed and stored appropriately
- will develop all research materials for the evaluation, facilitating the review and input of the authority throughout drafting
- will collect and store data appropriately in line with GDPR requirements
- will provide all required outputs to time and to appropriate GSR quality standards (detailed in section 4)
- will be transparent and escalate any issues with the project as soon as reasonably possible to the Authority's project manager

4.3 Project phases

This evaluation consists of 3 stages: a brief scoping/engagement phase, a delivery phase, and a reporting phase within a 12 month period. Due to tight timelines, and the requirement for both interim and final reporting, it is expected that delivery and analysis/reporting run concurrently. The scoping/engagement phase involves reviewing and finalising the existing logic model, engaging participants and stakeholders. The delivery phase entails delivering the agreed approach for the implementation and process evaluation. The reporting phase will involve developing the narrative and reports for all findings, including an interim and final report.

4.4 Scoping/engagement phase

The scoping and engagement phase will be necessarily brief owing to the overall timescale but should enable the supplier to do the following:

- review existing programme documentation and the outputs from the earlier feasibility work, including the logic model
- conduct initial engagement with YOTs, and other relevant stakeholders to engage them in the forthcoming research and refine the existing logic model
- finalise the logic model, evaluation approach and methods in light of the scoping and engagement activity

We envisage that engagement work may include research workshops with YOTs and other stakeholders.

As part of their response, bidders must provide:

- a) **MANDATORY:** a proposal for the initial scoping/engagement work. This should clearly set out the activities planned, including how and with whom any engagement work will be conducted. This should detail how they will ensure stakeholder engagement and how they will secure their buy-in to the evaluation methods proposed. Particular attention should be paid to how this can be effectively delivered within a short time frame to maximise the time available for delivery of the research.
- b) **MANDATORY:** a proposal for how they will produce a final logic model that accurately represents programme delivery, and how this will be used to inform and guide the evaluation activities.
- c) **INFORMATION:** an outline of what they expect from the Authority to assist with during this process.

4.5. Delivery phase

4.5.1 Sampling & methods

Sampling: An appropriate sampling approach / structure will be required to maximise response rates, to ensure robust, unbiased sample selection and that the evaluation reflects a diverse range of views and the diversity of delivery approaches within the programme. Bidders should consider the different sampling approaches required for the different methods employed within the evaluation. MoJ will be able to provide direct contact details for each of the YOTs and for a range of stakeholders. YOTs should be able to provide contact details for, or access to children participating within the programme and their parents/carers.

Methods: To deliver a comprehensive implementation and process evaluation we expect bidders to draw upon a range of quantitative and qualitative methods. As set out in section 3.4 the overall approach and strands of activity should be underpinned by the programme logic model. More detail is set out in section 5 'Target participant group' but research should be conducted with frontline YOT staff, children receiving the interventions and key stakeholders such as referring agencies e.g., police and children and adult mental health services, and representatives from organisations providing the interventions. We have detailed a range of methods below which are appropriate for this evaluation, but bidders should draw on their expertise to propose the precise approach and composition of methods to conduct research with the different groups.

We are open to the inclusion of new/additional/alternative methods beyond those suggested, if the bidder can provide a clear rationale as to how they will realize the aims of the evaluation. As it has been established that an RCT or robust QED cannot be conducted in the prior feasibility work we expect that research with children should be conducted at multiple time points (pre and post as a minimum) to capture perceptions of impact and changes in any of the outcome measures.

- Research workshops/engagement exercises (scoping phase)
- Onsite observations
- Focus groups and in-depth interviews
- Case studies, potentially drawing together data from other methods
- Longitudinal survey of children with children – at 2-3 time points
- Surveys of YOTs and other frontline services
- Analysis of Programme MI (produced by MoJ)

As part of their response, bidders must provide:

- a) **MANDATORY:** a sampling strategy detailing the sampling approach, groups from which they intend to sample (e.g., children, YOT staff, etc), expected sample sizes and where appropriate, anticipated response rates. The sampling strategy should set out the rationale for the approach proposed.
- b) **MANDATORY:** a proposal for the evaluation approach based on the information in this tender document. This should clearly set out the type of mixed methods they intend to use and their justification for these choices. Suppliers should detail their methodological expertise in the relevant techniques.
- c) **MANDATORY:** their approach to quality assurance which should be aligned with the government standards. Standards and examples can be found in the following document: [HMT Magenta Book](#).
- d) **MANDATORY:** their approach to manage and where possible mitigate bias.

4.5.2 Materials development

Fieldwork materials must be developed in conjunction with MoJ colleagues and must collect evidence to sufficiently answer the research questions posed in section 3 of this document. Bidders should factor in appropriate time to enable review and sign-off of research materials by MoJ. It is anticipated that the majority of materials will be bespoke to this project, but where the bidder is proposing to measure outcomes that have existing validated measures available e.g., measures of behavioural/psychological constructs, the bidders should set out which validated measures they are proposing, their rationale and evidence of its reliability, validity and appropriateness for this purpose.

When developing research materials for children being supported by the programme bidders should take account of the fact that children may be vulnerable and/or have SEND/CIN status. Appropriate mitigations such to be taken to ensure these groups can be actively included. Consideration will need to be given to recruitment materials / easy read sheets, making use of flowcharts, FAQs, and simple language.

As part of their response, bidders must provide:

- a) MANDATORY: details on which research materials they anticipate using to collect data for each research question/method in the evaluation (e.g., interview topic guides).
- b) MANDATORY: details of how they intend to refine and test any materials to ensure they meet the research aims effectively.
- c) MANDATORY: details of how they will ensure materials are appropriate for different participant groups, in particular children. Bidders should also cite any experience of developing materials/conducting research for/with vulnerable children.

4.5.3 Fieldwork

The relatively short time period for the research, the variation within the programme and the multiple participant groups mean that the bidders fieldwork team will need to be well resourced and flexible to be able to plan, sequence and deliver mixed mode fieldwork to meet tight reporting timescales for interim and final reporting.

As part of their response, bidders must provide:

- a) MANDATORY: proposed mode for different elements of fieldwork (e.g., online/ in person) and how this will address cost effectiveness, participation rates, and coverage across different participant groups
- b) MANDATORY: their approach for reasonable adjustments and accommodations within fieldwork modes to maximise participation from all groups, in particular vulnerable children, those with SEND/CIN, and those low levels of education.
- c) MANDATORY: a clear plan for how fieldwork will be sequenced over the duration of the evaluation and how resource will be deployed to deliver the volume of research required in the limited time available. Bidders should provide evidence of where they have delivered fieldwork of a similar scale and approach over tight timescales.

4.6 Analysis and Reporting

4.6.1. Analysis

Bidders should propose their anticipated approach to analysis of data. For qualitative data, this may include thematic analysis, using an analytical package such as NVivo, or other similar techniques or software. For quantitative data, analysis may include comparisons (e.g., pre/post measures) and sub-group analysis where sample sizes allow. Analysis should be geared towards triangulating findings from different methods to increase robustness, develop a clear narrative and enable the reporting of lessons learned and recommendations for future practice.

As part of their response, bidders must provide:

- a) MANDATORY: the methodology proposed and the rationale, including qualitative techniques and statistical methods where appropriate to analyse the data collected via different methods to answer the research questions.
- b) MANDATORY: how they plan to triangulate data from multiple sources and form conclusions.
- c) MANDATORY: approach to monitoring and assuring robustness and rigour of their analysis.
- d) MANDATORY: any key limitations of the analysis based on the methodology proposed e.g., the extent to which they anticipate they will be able to conduct subgroup analysis for specific groups.

4.6.2 Reporting

Both interim and final reporting will be required for this evaluation. Both reports must adhere to the standards set out in the GSR publication protocol (<https://assets.publishing.service.gov.uk/media/628f647d8fa8f5039107d502/2022->

[GSR Publication protocol v4 Final.pdf](#)). Reports must be produced in the required MoJ template (to be provided to the supplier). In addition to publishable reports, at each stage (interim and final) suppliers should produce a PowerPoint presentation of findings to be presented to MoJ colleagues and at the Turnaround Programme Board. These presentations should provide an overview of the key findings and insights at each stage, ahead of the more detailed publishable report.

As part of their response, bidders must:

- a) **MANDATORY:** set out their approach to writing the interim and final report. This should include their approach to engaging MoJ colleagues in the development, review and sign-off of the reports. Bidders should factor in time for two rounds of drafting before outputs are signed off.
- b) **MANDATORY:** the proposal for the interim report should include how/whether they can identify any interim outcomes at this stage, and if so, how they will report on them. It should also include their approach to providing any actionable learning for the Turnaround programme team to feedback into the last stages of programme delivery.
- c) **MANDATORY:** the proposal for the final report should set out how it will build on the interim findings and what additional findings/evidence it will provide. It should also clearly set out the approach to reporting lessons learned and recommendations for future practice.
- d) **MANDATORY:** outline how the reports will explain what the evaluation does and does not provide in terms of evidence and any limitations to the research.
- e) **MANDATORY:** set out their approach for developing and producing the presentations of findings to support the reporting at each stage.
- f) **MANDATORY:** demonstrate their expertise to deliver the above approaches.

4.7 Project plan

Once appointed, the Supplier should develop a full project plan and submit it to the Authority for comment no later than 14 days from Contract Award. Once accepted by the Authority, the programme should be baselined and used to measure project progress.

As part of their response, bidders must provide:

- a) **MANDATORY:** a draft project plan as part of their bid, detailing how they propose to deliver the above requirement, including a GANTT Chart which clearly identifies interdependencies.
- b) **MANDATORY:** an outline of how the contract will be delivered in the event of staff changes during the project.
- c) **MANDATORY:** an outline of how they will keep the Authority updated on the progress of the project.
- d) **MANDATORY:** a risk register which demonstrates their consideration of the expected key risks and challenges, any skills, knowledge, and expertise in the proposed research methodologies, and how this will mitigate the key risks wherever possible.
- e) **MANDATORY:** evidence that they understand the topic area and have experience carrying out evaluations in relevant fields. **Experience of research with children is essential. Experience of research in the Youth Justice sector and experience of research with vulnerable children is desirable.**
- f) **MANDATORY:** evidence of expertise in completing research using the proposed methods, including details of previous similar research where appropriate.
- g) **MANDATORY:** bidders should present the people working on the project, outlining their seniority, number of days on the project, skills, experience, and nature of their involvement in the research. We require all research

team staff who will have unescorted access to MOJ buildings or work with protectively marked MOJ data to meet the contractor's personnel security requirements and have Baseline Personal Security Standard (BPSS) prior to signing the contract. Further, the Supplier must ensure that all staff conducting research with children must also hold or be willing/able to obtain Enhanced Disclosure and Barring Service (DBS) Certification prior to commencing fieldwork. Bidders should confirm that all team members have these checks completed (or that they will be complete prior to starting the contact).

4.8 Equality, Diversity and Inclusion

Racial diversity and inclusion are particularly important in this project given the issue of disproportionality in the justice system. Bidders should explicitly consider diversity and inclusion within the programme itself and within the evaluation design. MoJ have a Race and Disparities Team who can advise the successful bidder on their approach.

As part of their response, bidders must provide:

- a) **MANDATORY:** an explanation of how their organisation will consider EDI in the design and delivery of the evaluation. This may include how their recruitment materials and data collection instruments are designed, how they enable participation and interact with research participants.
- b) **MANDATORY:** an explanation of how their organisation will consider EDI issues within the evaluation of programme delivery.

4.9 Additional evaluation components

All of the above mandatory requirements should be costed within the evaluation budget specified in section 14. There may be a potential opportunity to increase the evaluation budget. We invite bidders to respond to the following points with suggested approaches. **Please note that these suggestions cannot be scored/assessed as part of the bid review process and therefore should be separate, stand-alone additions to the main proposal. Decisions about whether these elements are taken forward will be at the Authority's discretion.**

- a. **DESIRABLE:** a costed proposal for setting up Data Sharing Agreements (DSAs) with a subset (approx. 20-30) YOTs and collecting unique child-level identifiers to share with MoJ, to enable the Authority to analyse re-offending outcomes in the Police National Computer at a later point. Proposals should include how the subset of YOTs would be selected, the approach to setting up DSA's and collecting data, along with timelines and suggested costs for all the specified activity.
- b. **DESIRABLE:** a proposal for any additional element of the evaluation that can significantly strengthen evidence about the outcomes and/or impact of the programme up to a budget of £50,000. Bidders should clearly set out the rationale for how this work will meet this aim, the details of the methodological approach along with timelines and suggested costs for all the specified activity.

5. Target Participant Group

There are 3 main target participant groups for this evaluation. Further detail relating to each group is set out below:

4. **Frontline staff** – Turnaround is being delivered via 156 YOTs Teams across England and Wales. Bidders should seek to include Turnaround support workers i.e., those working directly with the children, and YOT management i.e., those with oversight of Turnaround delivery within their YOT. They may also want to consider the inclusion of YOT management boards.
5. **Children receiving support through the programme** - Turnaround aims to intervene with 17,500 children across 3 years. Our MI data shows that the demographics of the cohort are broadly similar to the youth justice cohort reported in [Youth Justice Statistics](#). A detailed breakdown of MI can be provided to the Supplier including demographic data and proportions of SEND, and Child in Need/on a Care Support Plan in the cohort.

6. **Key stakeholders including referring agencies** e.g., police and child and adolescent mental health services, and representatives from organisations providing the interventions. In some cases, YOT workers will be directly providing the interventions however they will also commonly be commissioning other services in their local areas (see section 2 for further details). The extent of links with and types of stakeholders will vary from area to area.

The successful bidder will be expected to propose the extent and type of research methods they will apply with each group in order to best meet the aims of the evaluation.

6. Outputs

Over the period of the contract, it is anticipated that the Supplier delivers the outputs detailed below. Whilst suggested outputs have been identified, additional outputs are welcome, to deliver the requirements within the budget, as long as (a) they have benefit to answering the research questions and (b) their value is clearly demonstrated. The final scope and timing of outputs will be agreed at the contract stage.

Ongoing delivery

- Weekly progress updates (via email), although the frequency may be adjusted subject to agreement between the Supplier and Authority/partners. As well as updating on evaluation progress, the Supplier should flag any potential areas/findings of concern as they emerge during fieldwork periods.
- A detailed plan for the evaluation following a project inception meeting (see section 8 'Liaison Arrangements'), including detailed timeline and risk register (reviewed monthly).
- Research tools prior to phases of fieldwork, to be signed off by the Authority and partners where relevant (e.g., data collection tools/ discussion guides/ surveys and protocols for consent in line with GDPR requirements)
- Recruitment, fieldwork, and analysis of the relevant samples across fieldwork phases.

Reporting

- **Interim findings presentation** (c. September 2024) – focused on process findings and evaluation progress to date.
- **Interim evaluation report** (Autumn 2024) – this report will build on the interim findings presentation to deliver a more comprehensive interim analysis of the evaluation of Turnaround including any findings on short-term outcomes/perceptions of impact. **It is critical that this is delivered by the end of October 2024 to inform SR discussions on future early intervention funding/policy.**
- **Final presentation of findings** (Feb/March 2025)
- **Final evaluation report** (March 2025) – this report will cover the overall evaluation findings and draw final conclusions on the evaluation, including any evidence on outcomes/perceptions of impact. **As programme and evaluation funding ends at the end of March 2025, the deadline for this report is immovable.**
- Any quantitative data sets and cross tabs used for interim and final reports.

Dissemination

In addition to the presentations and reporting set out above, bidders are welcome to suggest any additional dissemination activities that they feel would be beneficial and deliverable within the current budget.

7. In Scope, Out of Scope

7.1 The following tasks are within the scope of the requirement and the Supplier will be expected to:

- Design the evaluation methodology and agree with the Authority.
- Design the data collection methods and agree with the Authority.
- Design the research tools for fieldwork (e.g., topic guides, interview questionnaires). This will include agreeing final content and structure of these documents with the Authority.
- Consider ethical implications of data collection strategy and identify any steps needed to ensure the project satisfies GSR ethical guidelines¹.
- Conduct fieldwork to collect data to satisfy research aims outlined.
- Attend project inception meeting with the Authority, provide regular project updates and summaries of emerging findings.
- Report any emerging risks/issues so the Authority and the Supplier can take steps to address these.
- Produce an interim evaluation report, including interim outcomes section, in line with GSR publication guidelines.
- Produce final evaluation report in line with GSR publication guidelines covering all of the research findings.
- Fulfil all other mandatory requirements set out in this document.

7.2 The following aspects are outside the scope of the requirement:

- Collection of the management information data, this will be done by the Authority.
- Identifying the pool of potential stakeholders to be spoken to as part of the evaluation, the Authority will use their pre-established contacts on the project for this. The Supplier may be provided with additional stakeholders through their contact with YOTs.
- Any work to address the delivery of the Turnaround programme, the Authority will manage any of these issues. The Supplier is only in place to evaluate the project rather than to manage it.

8. Liaison Arrangements

8.1 Project management

The Authority will nominate a contract manager, who will be the Suppliers first point of contact during the project and will manage all administrative issues and contractual and technical matters. They, or a nominated replacement, will be available to deal with queries, be responsible for liaising with other colleagues during the project, and ensure all parties are kept up to date on progress.

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

It is expected that a **project inception meeting** takes place soon after appointment and that, following this, regular contact will take place between the Supplier and the Authority as required. The frequency and format of contact will be agreed at the project inception meeting and may be adjusted subject to agreement between the Supplier and the Authority depending on the status of evaluation activity.

¹ <https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government>

In addition, the Supplier will:

- provide **weekly progress updates** (via email) to the Analyst team to update on project progress and flag any potential areas of concern as they emerge;
- provide short formal **written updates** on a monthly basis that can be shared with wider evaluation stakeholders;

8.2 Working locations

We expect that many evaluation activities can be carried out remotely, however, we expect that some data collection will be required at YOTs across England and Wales. It would be preferable for at least some of the research to be conducted face-to-face, in particular due to the inclusion of children in the sample (as well as frontline staff), and the potential coverage of some sensitive topics. Additionally, it likely to be beneficial for the Supplier to visit Youth Offending Teams and potentially undertake some observational work. We invite bidders to clarify how they would anticipate working both on site and remotely. The Supplier may be invited for in-person presentations of the results.

9. Regulatory requirements & ethical considerations

Suppliers should as a minimum be able to comply with:

- The Government's Social Research Code and publications protocol <https://www.gov.uk/government/publications/the-government-social-research-code-people-and-products>
- Ethical Assurance for Social Research in Government <https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government>
- [Publishing Research and Analysis in Government](#)

9.1 Ethical considerations

Bidders must evidence in their tender how they will ensure that GSR ethical principles (<https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government>) will be adhered to through each element of the evaluation. This includes the ethical implications of the evaluation design, fieldwork, data analyses and reporting of the evaluation, and how they will address these, especially in relation to conducting any activities with children. The MoJ has conducted an initial ethics review, with input from the MoJ Ethics Advisory Group (EAG), which will be reviewed by the Authority in consultation with the Supplier upon contract award. study.

As part of their response, bidders must provide:

- a) **MANDATORY:** their approach to seeking informed consent from all research participants. This should include their approach to seeking consent for children under 16, and their approach for seeking consent for young people aged 16 – 17 to ensure that participants understand their rights within the research.
- b) **MANDATORY:** their approach to safeguarding against potential harm to participants (as well as researchers), including consideration of the burden of evaluation activities on staff and children. Ensuring appropriate safeguarding processes are in place, and agreed with YOTs, and that interviewers are skilled in research with vulnerable audiences will be paramount. Appropriate disclosure policies will also be important in the instance that, for example, a child or staff member discloses a risk of harm.
- c) **MANDATORY:** Their approach to enabling participation among the groups the evaluation seeks to represent, especially vulnerable children, including potentially those under 16 those with low educational levels, (SEND) and/or CIN. Some children may present with challenging behaviour. Bidders should outline in their response how they would propose to engage this cohort of children and any limitations of doing so. This may require the input of responsible adults as needed, obtaining consent from parents/guardians or

adjustments to research materials.

- d) **MANDATORY:** their approach to ensuring transparency and honesty to participants about the purpose, methods and uses of the evaluation and considerations around protecting anonymity. Bidders must detail how they will ensure that all material is treated as confidential and that the anonymity of all parties involved is protected as far as is practically possible in any of the outputs, how this will be communicated to participants, as well as factored into the evaluation design (e.g., no. of interviews, sampling strategy). All publications will apply appropriate statistical disclosure control, redaction of quotation where necessary, and participant pseudonymisation in all publications. Bidders should also include how they will ensure the evaluation remains impartial and that participants are encouraged to provide honest and open feedback.
- e) **MANDATORY:** their approach to ensuring data is handled securely and in adherence to GDPR protection (full details below).

9.2 Data security

The evaluation will involve gathering and processing personal and sensitive data (e.g., to capture the age or ethnicity of the participant) to understand the experiences of people with different characteristics. Aggregate administrative data will also be shared with the Supplier for the purposes of carrying out the evaluation.

As part of their response, bidders must provide:

- a) **MANDATORY:** Assurance that all data will be collated and stored in accordance with the Data Protection Act 1998, Freedom of Information Act 2000, the General Data Protection Regulation (Regulation (EU) 2016/679) and Government Economic and Social Research Team guidelines.² The Supplier must also comply throughout the project with the MoJ data protection policy.
- b) **MANDATORY:** detail of their processes for dealing with data securely and as a minimum how they will comply with data protection guidance specified above. Proposals must cover how data will be transported / transferred, handled, analysed and stored, including retention schedules. In addition, the Supplier must be willing to comply with any reasonable requests in relation to data security from the Authority.
- c) **MANDATORY:** agreement that the Supplier will be required to work with the Authority to ensure that collection, transfer and storage of data between MoJ, data owners and the Supplier complies with the regulations set out above. The Authority will undertake a data protection impact assessment (DPIA) which the Supplier will be expected to contribute to.

9.3 Freedom of Information

The Ministry of Justice is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2005. Accordingly, all information submitted to the Department may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Department should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

² <http://www.civilservice.gov.uk/networks/gsr>. See information under GSR Code: Products i.e., legal and ethical subsection.

10. Service Levels

Service Levels will be added into the contract and form part of the final contract document, informed by the KPIs in section 11.

10.1 Supplier obligations

The project manager nominated by the Supplier must have sufficient experience, seniority, and time allocated to manage the project effectively and regular contact will take place between the Supplier and the Authority. If risks emerge that the Supplier becomes aware of, then they are obligated to inform the Authority as soon as possible so that they can be handled. Day to day management of the work will be by overseen by the project manager in the MoJ Data and Analysis Directorate. More information on governance arrangements can be found in section 8. 'Liaison Arrangements' and Supplier obligations are specified throughout this tender.

10.2 Quality assurance and risks

As detailed in section 3 'Requirements', Suppliers must commit to undertaking quality assurance of all deliverables and the Supplier must guarantee the accuracy of all outputs to the MoJ Data and Analysis Directorate. Bidders must provide details of the quality assurance procedures they have in place.

As part of their proposal, bidders must provide an **initial risk register** which will be updated following project inception and reviewed monthly. For each risk, the register should assess its likelihood (high, medium, or low) and specify its possible impact on the project objectives (again rated high, medium, or low). A risk register should include appropriate actions that would reduce or eliminate each risk or its impact. The Authority has identified some initial risks, summarised below. Bidders should expand on this and outline how they would mitigate key risks.

- Lack of engagement in the evaluation among stakeholders, staff and children (willingness and/or ability)
- Evaluation delivered not robust and/or conclusive
- Challenging timings to deliver fieldwork required
- Evaluation findings are not provided in time to feed into key decisions about future planning
- Issues relating to data access and data sharing

11. KPI's

Payment milestones will be built into the contract to ensure that the evaluation progresses as planned and to ensure the timely delivery and quality of outputs (see section 13 'Timetable'). Bidders should provide details of an escalation process in the instance that the Authority and partners are concerned about the quality or timeliness of outputs.

Key Performance Indicators

	KPI	Information needed to measure KPI	How will the KPI be measured?	Red	Amber	Green
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DPS Schedule 6 (Order Form Template and Order Schedules)

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1. Project reports and outputs (Delivery)	Deliver project reports and outputs. Including outputs as specified in section 5 'Outputs'.	MoJ receiving project reports and outputs on time as agreed.	Project reports and outputs as requested are delivered within the agreed timelines.	Report/output delivered > 5 working days after the agreed deadline date and without a robust explanation accepted by MoJ and/or contains major errors or other significant quality issues which require major re-writing or other intervention by MoJ (or partners).	Report / output delivered up to 5 working days after the deadline date and without a robust explanation accepted by MoJ and/or contains minor errors or other quality issues which require some rewriting or other intervention by MoJ (or partners).	Meets expectations, reports / outputs are accurate and delivered on time.
2. Project reports and outputs (Quality)	Project reports and outputs are of a high quality.	Provision of high-quality reports / outputs.	Signed off by the Authority's nominated project manager.	Report / outputs are not delivered to the agreed standard or require significant rewriting or revisions to be made, or other intervention by MoJ (or partners).	Reports / outputs are delivered but require moderate rewriting and/or revisions to be made, or other intervention by MoJ (or partners).	Reports / outputs are delivered to the agreed standard with only minor revisions required.
3. Social value – Wellbeing	Effective measures are in place for health and wellbeing of staff.	Health and wellbeing statement / policy / visibility of action plan.	Review of stated policy.	No visible policy or action toward improving workforce health and wellbeing.	Stated policy with no evidenced action.	Evidenced and effective measures, including physical and mental health, in the contract workforce.

12. Security arrangements for consultants

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

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

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

The Supplier must ensure that all staff working on the project must have or be willing/able to obtain a Baseline Personnel Security Standard (BPSS) check and must have, or be willing to obtain DBS clearance, should it be required. If any staff will visit youth establishments and require **unsupervised access, or ongoing supervised access**, they must also hold or be willing/able to obtain Enhanced Disclosure and Barring Service (DBS) Certification prior to commencing fieldwork, as set out in **Appendix J – Contractor personnel security requirements**.

The Authority will own all research materials developed, data collected and outputs. Should for any reason the contract be terminated early, all research materials, data collected, analysis and outputs will be transferred to the MoJ project manager. No material supplied to meet the objectives of the current study can be used by the Supplier for any other

DPS Schedule 6 (Order Form Template and Order Schedules)

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purposes (e.g., newspaper, journal articles, interviews with or presentations to outside parties) unless express prior permission is granted by the Authority and partners as required.

13. Timetable

dates and times subject to change

13.1 Procurement timetable – up to contract award

This timetable is subject to change depending on clearance procedures of the commissioning process.

ITT_49925 - Turnaround Programme Evaluation		
Proposed Time Table "Subject to Change"		
Action	Date	
eSourcing event opens, publication of ITT and clarification period commencement	19th December 2023	Full ITT Live
Deadline for submission of clarification questions	19th January 2024 12:00 noon	
Deadline for the publication of responses to Tender Clarification questions	24 th January 2024	
Deadline for submission of bids	5th February 2024 15:00	
ITT responses checked for Compliance and forwarded to Evaluation Panel	7th February 2024	Evaluation Stage
ITT responses Evaluated and forwarded back to Commercial for review	15th February 2024	
Moderation Meeting	w/c 19th February 2024	
Notify Suppliers of Outcome and send letters via CCS DPS portal	w/c 4th March 2024	Award Stage
Project Inception Meeting	w/c 11th March 2024	
Finalise Contract Document and Letter of Appointment send via email for Adobe Signature	w/c 18th March 2024	
Contract signed	w/c 25th March 2024	
Proposed Contract Start Date	1st April 2024	

(The Authority will not be liable for any costs incurred by the supplier until the contract is signed by both parties)

13.2 Evaluation timetable

A broad anticipated timetable for the evaluation is detailed below, although specific dates for evaluation activities should be treated as a guide and bidders should propose a timetable that they feel is best able to deliver the requirements of the evaluation. **The end point for the evaluation is dictated by programme funding and is therefore immovable. Final reporting must be complete and signed off by the end of March 2025.**

Task	Start date	End date
Evaluation set up incl. draft materials & workshops	April 24	May 24
Fieldwork & analysis	May 24	August 24
Interim reporting	Sept-24	Oct-24
Further fieldwork & analysis	Oct-24	Jan-25
Final reporting	Mar-25	Mar-25

13.3. Payment milestones

The suggested split of payments and associated milestones is detailed below. Bidders are welcome to suggest alternative payment milestones, which will be subject to agreement with the Authority.

Milestone and % of payment	Milestone	Expected date
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED

14. Budget

(All pricing is to be kept separate from the technical bid)

A maximum budget of **£245k excluding VAT** has been allocated to fund this study.

Please note, it is acceptable that the 'desirable' activities specified in section 4.9 are outside of the £245k. If bidders are proposing to undertake additional activities, they should clearly specify the scope and costs of these activities, separately from the main response. **These activities will not be counted in the scoring of the proposals received from bidders.**

Cost proposals should be uploaded separately from the technical response using the Excel spreadsheet Rate Card template to the CCS portal. The pricing matrix spreadsheet can be found in the attachments for this ITT (**Appendix E – Pricing Schedule**). Please refer to **Appendix D – Response Guidance** for more details on how costs will be scored.

15. Form of proposal

Proposals should be no longer than 10000 words – font arial 11. Bidders should ensure that they address all of the mandatory requirements specified in this document.

16. Any other Key features

14.1 Consortium Bids

Consortium bids are welcomed if the organisations are registered on the framework as a consortium, and bidders must clarify any relevant lines of responsibility among consortium members, and proposed arrangements for management and liaison with the project manager.

14.2 COVID-19 Considerations

Bidders should consider any contingency plans necessary for COVID-19 related risks impacting activities (both in method of data collection, and timings) and build adequate flexibility into their methods design. Any alternative methods proposed as contingencies must fall within the same total costs.

14.3 Security Requirements

The Supplier will need to adhere to any security requirements associated with conducting research for this evaluation, as specified in section 12 'Security Arrangements'.

14.4 Consent arrangements

The Authority, partners and the Supplier shall agree consent arrangements in advance of research activity taking place. All participants should be informed of the purpose of the research, that the Supplier is acting on behalf of the Authority and partners, and that they have the option to refuse to participate (opt out). Contact details should be provided including a contact person at the Authority.

14.5 Dependencies

Bidders should indicate if they are reliant on any third party with any information, data or undertaking any of the work specified.

14.6 Data collection

The Supplier will be expected to clear any data collection tools with the Authority before engaging in fieldwork and ensure that in all cases the respondent documentation and/or interviewer briefing notes clearly state that the data is being collected for and on behalf of the Authority and partners and that no reference is made, implied or otherwise, to the data being used solely by or available only to the Supplier.

17. Outcome

The measurable outputs are described in Section 6. The Supplier should deliver on these outputs within the specified time frame.

The Authority and the Supplier will agree more detailed milestones/timelines for the delivery of each stage of the project. The project will have an identified MoJ project manager who will be responsible for liaising with the Supplier and managing the project according to project management principles e.g., monitoring progress, managing risks and escalating risks and issues. The Supplier will actively manage risks, seek to mitigate them and develop contingency

plans if necessary. The Supplier will be expected to nominate a lead person with overall responsibility for delivery with the same expectations around project and risk management.

Escalation

As a first stage, if any difficulties arise, it is anticipated they would be resolved through the respective MoJ and Supplier's project managers. If concerns persist or become more serious, MoJ will escalate concerns to the Senior Management Team and seek guidance on the next steps. The Supplier should provide details of an escalation process in the instance that the Authority are concerned about the quality or timeliness of outputs.

18. Exit Strategy

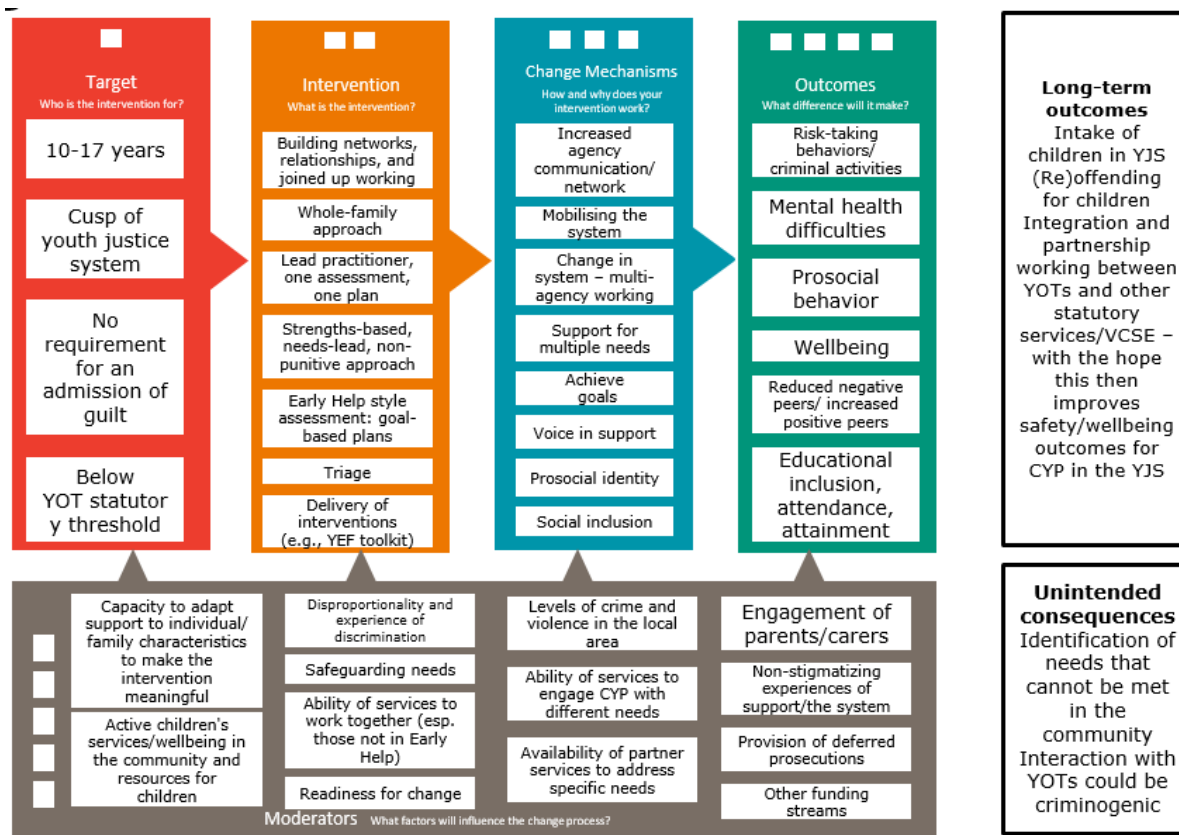
Exit Strategy

This is a time limited piece of work. Findings will be communicated at agreed points throughout the evaluation, and this will culminate in the final evaluation report. Key findings will be published according to Government Social Research Standards.

Skills/knowledge transfer: This will be primarily information transfer. Information transfer will be done via discussions, presentations, reporting and any other dissemination activities to MoJ, Turnaround Programme Board members and other stakeholders. The study contract will also specify the need for the transfer of any evaluation data or management of evaluation tools following the end of the contract, should the approach require this (e.g., in the instance that the MoJ would like to continue collecting evaluation data for internal use).

Annexes

Annex 1 – Turnaround Programme logic model



Annex 2 – Current quarterly reporting form

REDCATED

