



Cabinet Office

Order Form

**(1) CABINET OFFICE  
and  
(2) EPIQ EUROPE, LTD**

**CONTRACT**

relating to

**PROVISION OF STENOGRAPHY SERVICES FOR THE  
INTELLIGENCE & SECURITY COMMITTEE (ISC) OF  
PARLIAMENT**

**CO CONTRACT REFERENCE: TBC**

**NHSCS ACCESS CODE: 5257/A/CO(b/45309)**



Cabinet Office

Cabinet Office  
70 Whitehall  
London  
SW1A 2AS

[REDACTED]

[REDACTED]

Epiq Europe Ltd  
15<sup>th</sup> Floor, 110 Bishopsgate  
London  
EC2N 4AY

via [REDACTED]

Date: **26/02/2024**

Access Code: **5257/A/CO(b/45309)**

Dear [REDACTED]

**Contract for the provision of Digital Dictation, Speech/Voice Recognition, Outsourced Transcription and associated services Framework Agreement**

by Epiq Europe Ltd of 15th Floor, 110 Bishopsgate, London, EC2N 4AY as Supplier to Cabinet Office on behalf of 'Office of the Intelligence & Security Committee of Parliament (ISC)' as Client pursuant to the Framework Agreement for Digital Dictation, Speech/Voice Recognition, Outsourced Transcription and associated services (Ref: 5257-4667) dated 23<sup>rd</sup> January 2023 between Surrey & Borders Partnership NHS Foundation Trust, on behalf of NHS Commercial Solutions as the Authority (1) and the Supplier (2)

- 1 We refer to the above Framework Agreement (the "Framework Agreement"). For the purposes of this Order Form:
  - i. capitalised terms and expressions used in this Order Form have the same meanings given to them in or pursuant to the Call-Off Terms attached to this Order Form unless the context otherwise requires;
  - ii. references to Appendices are references to the appendices to this Order Form; and
  - iii. the Appendices shall form part of this Order Form.
- 2 This Order Form constitutes an Order for the provision by you to us of the Contract Services specified in Appendix 1 on the basis of the rates set out in Appendix 2 in accordance with the Call-Off Terms.
- 3 The initial contract start date is **12<sup>th</sup> April 2024** and will end on **11<sup>th</sup> April 2029** with further one (1) year extension till **11<sup>th</sup> April 2030**.
- 4 The partner at the Supplier with overall responsibility for the supply of the Contract Services is [REDACTED]



## Cabinet Office

- 5 The Client's Authorised Officer for the purpose of the Contract is [REDACTED] and any disputes in relation to the Contract shall be escalated to [REDACTED]
- 6 Payments to the Supplier in respect of the Contract Services shall be made to the following:
- Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
  - Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
  - Invoices should be submitted by email to: [APinvoices-CAB-U@sscl.qse.gov.uk](mailto:APinvoices-CAB-U@sscl.qse.gov.uk) and side copied to the ISC [REDACTED] Invoices submitted via email must be in pdf format and include the PO number clearly within the invoice.
- 7 For the purposes of the Contract, the address of each Party is:

<b>For the Client</b>	
For the attention of:	[REDACTED]
Name and address of Client for service of notices	Office of the Intelligence & Security Committee of Parliament PO Box 76254 London SW1P 9NJ
Telephone:	[REDACTED]
Email:	[REDACTED]

<b>For the Supplier</b>	
For the attention of:	[REDACTED]
Name and address of firm(s) constituting the Supplier for service of notices	Epiq Europe Ltd 15th Floor, 110 Bishopsgate London EC2N 4AY
Telephone:	[REDACTED]
Email:	[REDACTED]

Please would you sign and return the attached duplicate of this Order Form with the acknowledgement signed by a partner of your firm.

You should be aware that by signing and returning this Order Form you will have entered into a legally binding contract with us to supply the Contract Services specified in Appendix 1 and represent and warrant that you have carried out a conflict check in relation to such contract that revealed no conflicts of interest.

Yours faithfully

For and on behalf of Office of the Intelligence & Security Committee of Parliament Cabinet Office)



Cabinet Office

[Redacted]

[Redacted]

[Redacted]

[Redacted]

For and on behalf of the Supplier	For and on behalf of the Client
Name:	Name:
Role:	Role:
Supplier_Signature: DocuSigned by: [Redacted]	Client_Signature: DocuSigned by: [Redacted]
Date: Full Name: [Redacted]	Date: Full Name: [Redacted]
Job Title/Role: [Redacted]	Job Title/Role: [Redacted]
Date Signed: 26/02/2024	Date Signed: 26/02/2024



## Contract Services

### 1. PURPOSE

- 1.1 The contract will allow statutory legal requirements to be met by the ISC in a timely fashion. The professional stenographer produces live verbatim transcripts of classified evidence sessions (98%+ accurate) which form the basis of the ISC's work to discharge its statutory oversight obligations. Verbatim transcripts of evidence are used extensively in the production of the ISC's Reports.

### 2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The intelligence and Security Committee of Parliament (ISC), made up of 9 senior parliamentarians, is an independent statutory Committee. In carrying out this statutory duty the Committee takes oral evidence from the Intelligence & Security Agencies, Foreign Secretary, Home Secretary, Defence Intelligence, the Authority, and accompanying officials.
- 2.2 The Authority is acting on behalf of the Intelligence & Security Committee for this requirement.

### 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Supplier is required to provide access to a pool of between 4 and 6 Developed Vetting (DV) cleared stenographers able to produce verbatim transcripts of ISC meetings (usually 2-3 hours, once per week). Due to the classified nature of the ISC work all services and equipment are to be provided on ISC premises.

### 4. DEFINITIONS

Expression or Acronym	Definition
ISC	Intelligence and Security Committee of Parliament.
PO	Government Purchase Order number
DV / Developed Vetting	Individual who has undergone National Security Vetting (NSV) checks carried out by United Kingdom Security Vetting (UKSV) to enable them to work with Top Secret documents and material.

### 5. SCOPE OF REQUIREMENT

- 5.1 Initial live on-site stenography is undertaken during an evidence session, with the draft transcripts then edited and finalised after the session. Typically, evidence sessions take place from 10:00 – 13:00 and are edited/finalised the same day. Occasionally the ISC may hold more than one session per day (for example 2 sessions of 2 hours



## Cabinet Office

duration); the Supplier must be able to provide personnel for these purposes including for editing / finalising transcripts for the next working day where necessary.

- 5.2 Where it is necessary to edit / finalise draft stenographer transcripts for the next working day, the Supplier shall provide personnel at the Authority's premises to complete the transcript.

### **6. KEY MILESTONES AND DELIVERABLES**

- 6.1 The Committee has a full programme of evidence sessions already booked in, the supplier will need to be ready from day one of the contract.
- 6.2 Initial review meeting to be held two weeks after contract start. Thereafter for the first year of the contract, review meetings will be held at least quarterly. For the second and subsequent years review meetings will then be held annually.

### **7. MANAGEMENT INFORMATION/REPORTING**

- 7.1 Monthly invoices will provide detail on number of evidence sessions attended by stenographers and for how many hours. There will be an annual performance review.

### **8. VOLUMES**

- 8.1 The number of evidence sessions held by the ISC which require Stenography and transcription will vary depending on the length and complexity of the Inquires being conducted by the ISC each year but on average will number approximately twelve (12) sessions per year.

### **9. CONTINUOUS IMPROVEMENT**

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 The Supplier can suggest new ways of working to the Authority during annual Contract review meetings.
- 9.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

### **10. SUSTAINABILITY**

- 10.1 The Supplier acknowledges that the Authority must at all times be seen to be actively promoting Sustainable Development through its environmental, social and economic responsibilities.

### **11. STAFF AND CUSTOMER SERVICE**

- 11.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.



## Cabinet Office

11.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

11.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

### 12. SERVICE LEVEL AND PERFORMANCE

12.1 The Authority will measure the quality of the Supplier's delivery by:

12.1.1 Verbatim transcript accuracy: 98% by Word (after editing) for each transcript after each session.

12.1.2 Transcription Turnaround: For an evidence session lasting up-to three hours (session finished by 13:00), transcript to be produced the same working day. For a session lasting more than three hours (or finishing after 13:00), transcript to be completed the next working day.

12.2 Where it is necessary to complete the transcripts the next working day, the Supplier shall provide personnel at the Authority's premises.

12.3 The Authority will book services at least three working days prior to a session.

12.4 Standard contract termination terms to apply.

### 13. SECURITY AND CONFIDENTIALITY REQUIREMENTS

13.1 The work of the ISC is highly classified and is therefore subject to the Official Secrets Act. Personnel provided by the Supplier will be bound by the terms of the Act. A copy of the Act can be supplied on request.

13.2 Personnel provided by the Supplier must be in possession of up to date DV security clearances. The Supplier must maintain a pool of suitably qualified, DV cleared personnel.

13.3 [REDACTED]

13.4 The ISC is the custodian of all transcription, data, information, and equipment at all times.

13.5 The cost of DV security clearance applications or renewals will in the main be met by the customer, exceptions to this may occur e.g. if a proposed stenographer for DV clearance withdraws, the costs still incurred will be split between the supplier and customer.



## Cabinet Office

### **14. CONTRACT MANAGEMENT**

- 14.1 Attendance at the initial, Quarterly and Annual Contract Review meetings shall be at the Supplier's own expense.

### **15. LOCATION**

- 15.1 The location of the Services will be carried out at the ISC premises in Westminster. (NB. the exact address will be provided to the successful supplier).



Contract Charges

[Redacted]

[Redacted]

[Redacted]

[Redacted]



## Call-off Terms and Conditions



Call-off Ts&Cs.docx