

Q5 Partners LLP
Little Tufton House,
3 Dean Trench Street,
London, SW1P 3HB

Attn: **[redacted]**

By email to: **[redacted]** **[via BRAVO]**

Dear **[redacted]**

Award of contract for the supply of HR Employee Value Proposition Services [Contract ref: con_14218].

Following your tender/ proposal for the supply of HR EVP services to the Ministry of Justice, we are pleased to award this contract to you.

This Award Letter and its Annexes set out the terms of the contract between Ministry of Justice as the Customer and Q5 Partners LLP as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in the Annexes to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail.

Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at the site specified in the Statement of requirements.
- 2) The services are set out in the following appendices:
 - The Terms and Conditions of Contract for Services shall be as set out in Annex 1.
 - The Pricing and Payment Schedule is set out in Annex 2.
 - The specification of the Services to be supplied is as set out in Annex 3.
 - The performance monitoring requirements are outlined in Annex 4.
 - The security requirements set out in Annex 5.
- 3) The Term shall commence on **30th January 2017** and the Expiry Date shall be no later than **31 July 2017** [unless extended or subject to early termination].
- 4) The address for notices of the Parties are:

Customer

Ministry of Justice
102 Petty France
London
Attention: **[redacted]**
Email: **[redacted]**

Supplier

Q5 Partners LLP
Address: As above
Attention: **[redacted]**
Email: **[redacted]**

- 5) MOJ and Q5 Partners reserve the right to supplement this team with subject matter experts as required.
- 6) For the purposes of the Agreement the Staff Vetting Procedures, data security requirements can be found in Annex 5.
- 7) The Customer requires the Supplier to ensure that any person employed in the provision of the Services has undertaken all checks required under Baseline Personnel Security Standards (BPSS)
<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>
- 8) The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check or checks via BPSS check) is employed or engaged in the provision of any part of the Services.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference, to: **HMCTS, SSCL, PO Box 769, Newport, NP20 9BB**. 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.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, Contract reference and the details (name and telephone number) of your Customer contact (i.e. Contract Manager **[redacted]**). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. When payment is on deliverables it is useful to agree the invoice with the business lead prior to sending to SSSL.

Liaison

For general liaison your contact will continue to be Michelle Collinson **[redacted]** or, in their absence, **[redacted]**

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to **[redacted]** at CCMD, Floor 1, Harcourt House, Chancellor Court, 21 The Calls, Leeds LS2 7EH **within [7] days** from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of Ministry Of Justice

Name: **[redacted]**

Title: Commercial and Contract Manager

Signature: **[redacted]**

Date: 30 January 2017

We accept the terms set out in this letter and its **Annexes** including the Conditions.

Signed for and on behalf of:

Name: **[redacted]**

Signature: **[redacted]**

Date: 30 January 2017

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

- “Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
- “Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;
- “Central Government Body” means 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;
- “Charges” means the charges for the Services as specified in the Award Letter;
- “Confidential Information” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Customer” means the person named as Customer in the Award Letter;
- “DPA” means the Data Protection Act 1998;
- “Expiry Date” means the date for expiry of the Agreement as set out in the Award Letter;
- “FOIA” means the Freedom of Information Act 2000;
- “Information” has the meaning given under section 84 of the FOIA;
- “Key Personnel” means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
- “Party” means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
- “Personal Data” means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
- “Purchase Order Number” means the Customer’s unique number relating to the supply of the Services;
- “Request for Information” has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
- “Services” means the services to be supplied by the Supplier to the Customer under the

	Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 1.2 In these terms and conditions, unless the context otherwise requires:
- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
 - 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
 - 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them,

and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.

5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
 - 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to

suspect that any fraud has occurred or is occurring or is likely to occur.

- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are

cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex 2
Charges

1. The Supplier shall be paid in line with their price proposal (Appendix E)
2. The overall payable under this contract shall not exceed **£99,475 (excluding VAT and expenses) unless clause 3.3 is invoked.**
3. **Supplier Day Rates.** Whilst we will pay on milestones and deliverables (see 4.) we would expect the personnel assigned to the project to be [as a minimum] aligned to their bid offer as detailed below:

Role/Level	Offered Number of Days	Day Rate £	Total Charge (ex VAT £)
Director/Partner	[redacted]	[redacted]	[redacted]
Principal Consultant	[redacted]	[redacted]	[redacted]
Consultant	[redacted]	[redacted]	[redacted]
Total (£ before discount)	[redacted]		[redacted]
Total including agreed discount for this work (13.5%)			[redacted]
Acceptable expenses in line with Annex 2 (5) and agreed with MOJ (capped)			525.00
Total maximum contract value			£100,000

4. The Supplier will be paid on completion of key milestones and deliverables as detailed in Annex 3 of this document and as per table below. The achievement of key deliverables will be signed off during performance reviews as detailed in Annex 4.

Milest one	Payment Milestone & %	Description	Timeframe
1	1. 10% of contract price [redacted]	Mobilisation and initial fact gathering and engagement meetings	Within week 1 of Contract Award
2		Validate quality of existing insight and identify areas for further analysis	Within 2 weeks of Contract Award
3		Weekly progress reports to Project Management team	Within 2 weeks of Contract Award
4	2. 20% of contract price [redacted]	Recommendations on strengths and opportunities in our existing HR policies and those under development	By mid/late-Feb 2017
5		Completion of further data gathering sessions with employees and SCS	By end Feb 2017
6		Recommendation on how to handle different parts of the organisation in terms of EVP, including development, testing, roll out and ongoing review	By end Feb 2017
7	3.		End March

	15% of contract price [redacted]	Draft EVP developed	2017
8	4. 15% of contract price [redacted]	Draft EVP tested with focus groups representing appropriate areas	End April 2017
9	5. 40% of contract price [redacted]	Creation and design of final EVP reflecting focus group, HR, and business strategy input	End June 2017
10		Go/ No go decision on implementation	End June 2017

5. Q5 Partners LLP expenses may include:

- Travel (in line with MOJ Travel and Expenses policy outlined in Appendix C of the ITT). Expenses will not be paid to and from London bases. For simplicity, where possible Q5 will request that travel bookings (outside London) be made by MoJ.
- Printing, workshops materials and refreshments where sessions are held at other Q5 offices will be claimed at cost. Q5 will monitor these closely in collaboration with MoJ and seek wherever possible for printing, workshop materials etc. to be provided by MoJ.
- Agreed additional collateral print, video or digital production expenses incurred by Q5 in support of the plans would be charged at cost.



Appendix C Travel
and Subsistence Gu

Annex 3 - Service Requirements for HR Employee Value Proposition

1. PURPOSE

- 1.1 The purpose of this requirement is to secure an external specialist agency to establish a compelling Employee Value Proposition (EVP) for the Ministry of Justice (MoJ), develop a MoJ employer brand and promote this to clearly set out the employee deal. This deal should set out an inclusive culture, work environment, development and career offering that clearly articulates the psychological contract with staff and enables recruitment and retention of quality candidates, both internally and externally, to work for the MoJ. This is a key element of creating a simpler, smarter and smaller MoJ.
- 1.2 The activities will include:
- 1.2.1 gathering insight from employees, HR and leaders to understand what people think of the organisation
 - 1.2.2 to assess opportunities in the MoJ to develop a compelling and creative EVP resulting in a distinctive employee offer
 - 1.2.3 work alongside HR specialist workstreams ensuring development of activity is consistent with the developing EVP and can integrate with HR processes
 - 1.2.4 develop a draft EVP and test with focus groups of employees at all levels and review following feedback
 - 1.2.5 launch the EVP ensuring HR processes, HR communications and recruitment activities are consistent with the new brand.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The MoJ delivers some of the most fundamental services any state owes its citizens. Our work transforms lives, raises aspirations, and helps people and businesses to resolve disputes quickly. The MoJ has responsibility for a number of different parts of the justice system - the courts, tribunals, prisons, legal services, youth justice, probation services, and attendance centres. Our work spans criminal, civil, family, and administrative justice and we are also responsible for making new laws and safeguarding human rights. We work in partnership with other government departments and agencies to serve the public, improve the CJS, and support victims of crime. HMCTS is a large government agency, employing around 18,000 staff, and operating from just under 500 locations with a gross annual budget of around £1.8bn.
- 2.2 The MoJ is one of the largest government departments. Each year millions of people use our services across the UK - including at around 500 courts and tribunals, and 119 prisons in England and Wales (14 operated by the private sector under contract), four NOMS operated immigration removal centres for Home Office Immigration Enforcement, as well as 16 legal aid offices (excluding Public Defender Service offices).
- 2.3 The MoJ's objectives are to:
- improve public safety and reduce reoffending by reforming prisons, probation and youth justice;
 - build a One Nation justice system by making access to justice swifter and more certain for all citizens whatever their background;
 - uphold the rule of law, defend the independence of the judiciary, safeguard essential liberties and restore historic freedoms;

- Deliver efficiently in MOJ: ensuring the best possible service for citizens by making our department more efficient and more open, with policy driven by evidence.

3. Background to requirement/OVERVIEW of requirement

- 3.1 The MoJ has a clear vision of a one nation justice system that upholds the rule of law and changes lives. In the 2015 Spending Review, the Chancellor announced a substantial investment in MoJ's ambitious reform agenda, through which we will create a one nation justice system and transform the nation's prisons, courts and tribunals. He also announced a significant reduction in MoJ's expenditure in line with the savings required from other unprotected government departments.
- 3.2 Delivering this vision and transformational reform agenda while meeting these efficiency challenges will be challenging and will mean the department will need to do things differently. We need to support all our agencies, including our largest, HMCTS, (but excluding NOMS) who are delivering the most far reaching reforms for a generation.
- 3.3 The MoJ Transformation Programme aims to enable this change, by creating a better department – one that is world class and best in Whitehall, and one that is more efficient, in particular, operating with significantly reduced administrative costs. We also want to be a department that is a great place to work for our people, with people doing interesting work, having opportunities to develop and further their careers. A number of people related workstreams are therefore vital components of the MoJ Transformation Programme. These include development of a modern employee value proposition, creating a smaller, highly adaptable and national MOJ; and building a highly capable, skilled & engaged MoJ with effective leaders & stronger professional capability.

4. Scope of requirement

- 4.1 Given the scale of change arising from MoJ Transformation, the HMCTS and LAA reform programmes and all other associated workstreams it is necessary to have a clear statement of what this means for current and future employees. The MoJ is currently a lower quartile payer within the civil service (which pay and contract reform is addressing) and has recruitment and retention issues. The EVP will bring together a cohesive and compelling narrative of the advantages of working in the MoJ, both financial and non-financial, our values and what makes us a distinctive employer. This will strengthen the psychological contract employees have with the MoJ and gives clarity on what they can expect from the business in return for fulfilling their responsibilities as a good employee. The EVP will be integrated into HR business processes providing a more consistent and fair experience for employees and opportunity to further standardise processes for Shared Services.
- 4.2 The Employee Value Proposition (EVP) forms part of the Modern Employee Proposition (MEP) programme.
- 4.3 The objectives of the MEP are to:
- Enable MoJ & HMCTS Transformation through a combination of a new employee proposition and pay and contract reforms

- Create an EVP including an inclusive culture, work environment, development and career offering that clearly articulates the psychological contract with staff and is distinctive to attract new employees externally
 - Deliver attraction and recruitment strategies and processes that enable delivery of a pipeline of quality candidates to work for the MoJ
 - Deliver financial savings via pay and contract reform and a high value pay deal for staff
- 4.4 The context to this work is that the MoJ is a diverse department consisting of a number of large executive agencies and a number of arms-length bodies. Each of the entities has its own purpose in delivering justice for UK citizens, and therefore its own operating model, roles, and outcomes required. All of these entities are going through their individual transformations to greater or lesser extents. What binds these organisations together, however, is the delivery of justice in its different elements. The challenge for MEP, in all its aspects, is to find a common path through the differing agendas and timelines.
- 4.5 It is important to note therefore that while there will be a broad EVP for the MoJ, each area will need their own detail i.e. their own roles and opportunities, their unique selling point (USP) and what is attractive about their organisation.
- 4.6 Work has already been undertaken to engage with staff on how the organisational culture and ways of working in the MoJ can be improved and this work should inform the MoJ EVP. This work includes:
- Workshops held with staff of all grades and with staff networks to inform improvements to organisational culture and the employee lifecycle
 - A good ideas scheme underpinning the MoJ Transformation Programme
 - The annual staff engagement survey (held in October each year) and subsequent action planning
 - Sessions at the regular conferences of departmental Senior Civil Servants
 - Ongoing work with staff and the Institute of Employment Studies to research 'what kind of Department do we want to be?
- 4.7 This insight will need to be validated, any gaps identified and further research undertaken to ensure we have a clear understanding of all areas of the organisation.
- 5. The requirement**
- Responsible to the Programme Director, Employee Value Proposition.
 - Reviewing the material and data that has been collected so far in relation to employee engagement, ways of working and organisational culture in the MoJ
 - Critically analysing this material to identify key priorities and themes that should underpin an EVP for the MoJ

- Engage with specific groups of staff where it is identified that further input is required from them and to test emerging proposals for the EVP
- Meet key Directors and other senior stakeholders to secure their input
- Partner with MoJ Communication function to ensure alignment of activity and agree ways of working
- Produce a robust analysis of employee and stakeholder data and identify key strengths and opportunities for MoJ with recommendations for action
- Meet the individual leads of the People Workstreams for MoJ Transformation to secure their input; in particular on how the EVP integrates with their work. Recommend appropriate policy response/developments in support of effective EVP
- Develop an approach to the EVP that is relevant for existing staff and potential recruits to the MoJ paying particular emphasis to MoJ identity and emotional engagement.
- Develop a draft framework for an MoJ EVP, including proposals for how the MoJ HQ and individual agencies should be covered, and pilot
- Review outcomes of the pilot and create final EVP
- Implement EVP.

6 Key milestones

- 6.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against
- 6.2 Payment will also be determined on satisfactory delivery of the outcomes as detailed below.

Milest one	Payment Milestone & %	Description	Timeframe
1	1. 10% of price	Mobilisation and initial fact gathering and engagement meetings	Within week 1 of Contract Award
2		Validate quality of existing insight and identify areas for further analysis	Within 2 weeks of Contract Award
3		Weekly progress reports to Project Management team	Within 2 weeks of Contract Award
4	2. 20% of price	Recommendations on strengths and opportunities in our existing HR policies and those under development	By mid/late-Feb 2017
5		Completion of further data gathering sessions with employees and SCS	By end Feb 2017
6		Recommendation on how to handle different parts of the organisation in terms of EVP, including development, testing, roll out and ongoing review	By end Feb 2017
7	3. 15% of price	Draft EVP developed	End March 2017
8	4. 15% of price	Draft EVP tested with focus groups representing appropriate areas	End April 2017
9	5. 40%	Creation and design of final EVP reflecting focus group, HR, and business strategy input	End June 2017
10		Go/No Go decision on implementation	End June 2017

7 PRICE – Not included in this section

8 STAFF AND CUSTOMER SERVICE

- 8.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the requirement. Contract in order to consistently deliver a quality service to all Parties.
- 8.2 Potential Provider's staff assigned to the requirement. Contract shall have the relevant qualifications and experience to deliver the Contract.
- 8.3 The Potential Provider 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.

9. LOCATION

The location of the Services will be carried out at Ministry of Justice, 102 Petty France, London.

Annex A

Annex 4

Performance Monitoring

Performance Monitoring

Performance Review meetings will be held between the Customer and Supplier on regular basis. The Supplier Representative shall provide monthly reports to Customer Representative. The report shall include but not limited to:

- Progress against the deliverables and milestones agreed;
- Forward planning, opportunities and future efficiencies;
- Summary of hours worked by each of the Supplier's Personnel and planned schedule for the next week/month.

The Customer shall undertake a review of the final drafts of outputs or deliverables produced by the Supplier prior to the completion date in accordance with acceptance criteria to be agreed by the Supplier with the Customer and documented within the relevant Implementation Plans.

The Supplier shall meet with the Customer to discuss the format, content of all products and artefacts including for knowledge and skills transfer.

Annex 5 Security Requirements

Technology Compliance

The Supplier must also comply with the Policy statement on Data Security and Use of IT Equipment by Contractors/Consultants and Agency Staff Employed by the Ministry of Justice which is attached below.



Policy for
contractors.doc

Baseline Personnel Security Standard

The Customer require the Supplier to ensure that any person employed in the provision of the Services has undertaken all checks required under Baseline Personnel Security Standards (BPSS) as a minimum.

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

Confidentiality Statement

The Supplier will be required to complete and sign a Confidentiality Agreement [ITT Appendix H] with the Authority on contract award.



Appendix H
Confidentiality Agree

Annex E
Supplier offer and service delivery

Services shall be delivered in line with the Supplier's quality and price tender submissions, presentation and any clarifications sought as detailed below.

Qualitative tender response:

[See redacted version]