

Incomes Data Research
71-75 Shelton Street
London
WC2H 9JQ

Tuesday, 05 February 2019

Dear Sir/Madam,

Contract Title: Pay comparability study for UK Prison Staff
Contract Reference: UK SBS CR18148

The Contract shall be subject to the UK Shared Business Services Ltd S1Terms and Conditions for the Purchase of Services and the following Schedules:

Schedule 1	Special Conditions
Schedule 2	Purchase Order Form
Schedule 3	The Services
Appendix 1	Specification
Appendix 2	Incomes Data Research Response

Please note that this Contract is subject to signed Contract Acceptance

Yours Sincerely,



Research – Category Specialist
UK Shared Business Services Ltd
Research@uksbs.co.uk

S1 - PRECEDENT CONTRACT FOR THE PURCHASE OF SERVICES

SECTION A

This Contract is dated Thursday 20th December 2018.

Parties

- (1) Department for Business, Energy and Industrial Strategy of 1 Victoria Street, London SW1H 0ET (The Contracting Authority).**
- (2) Incomes Data Research, 71-75 Shelton Street, London, WC2H 9JQ (the Supplier).**

Background

The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).

A1 Interpretation

A1-1 Definitions. In the Contract (as defined below), the following definitions apply:

Agent: Where UK Shared Business Services is not the named Contracting Authority in Parties (1), UK SBS has been nominated as agent on behalf of the Contracting Authority and therefore all communications both written and verbal will be received as issued by the Contracting Authority.

Associated Bodies and Authorised Entities: Associated Bodies and Authorised Entities include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, UK SBS Ltd, Central Government Departments and their Agencies, Non Departmental Public Bodies, NHS bodies, Local Authorities, Voluntary Sector Charities, and/or other private organisations acting as managing agents or procuring on behalf of these UK bodies. Further details of these organisations can be found at: <http://www.ukbs.co.uk/services/procure/contracts/Pages/default.aspx>

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Contracting Authority for the supply of the Services in accordance with clause B4.

Commencement: the date and any specified time that the Contract starts

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause C7-11.

Confidential Information: any confidential information, knowhow and data (in any form or medium) which relates to UK SBS, the Contracting Authority or the

Supplier, including information relating to the businesses of UK SBS, the Contracting Authority or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Order or the Special Conditions (if any).

Contract: the contract between the Contracting Authority and the Supplier for the supply of the Services, in accordance with these Conditions, any Special Conditions and the Order only.

Contracting Authority: Department for Business, Energy and Industrial Strategy, as specified at Section A (1) and any replacement or successor organisation.

Delivery Date (Services): the date or dates specified in the Order when the Services shall commence as set out in the Order and until the end date specified in the Order

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EIR: the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under the 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.

Information: has the meaning given under section 84 of FOIA.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Contracting Authority's order for the Services, as set out in the Contracting Authority's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at Schedule 2. For the avoidance of doubt, if the Contracting Authority's purchase order form is not in the format of the pro forma order form at Schedule 2, it will not constitute an Order.

Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

Request for Information: a request for information or an apparent request under FOIA or EIR.

Scheme Effective Date: the date on which the United Kingdom Research and Innovation becomes a legal entity.

Services: the Services, including without limitation any Deliverables Deliverables and Supplies required to complete the Services, to be provided by the Supplier under the Contract as set out in the Order.

Special Conditions: the special conditions (if any) set out in Schedule 1.

Specification: any specification for the Services or Supplies, including any related plans and drawings that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.

Supplier or Suppliers: the parties to the contract as named in Section A (2).

Supplies: any such thing that the Supplier is required to Deliver, that does not require or include Services or Deliverables

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides Services for or on behalf of the Supplier.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

UKRI: UK Research Council and Innovation, established as a body corporate in accordance with the Higher Education and Research Act 2017.

UK SBS: UK Shared Business Services Limited (a limited company registered in England and Wales with company number 06330639). Where UK SBS is not named as the Contracting Authority within section A (1), UK SBS will be acting as an agent on behalf of the Contracting Authority.

Working Day: any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

A1-2 Construction. In the Contract, unless the context requires otherwise, the following rules apply:

A1-2-1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-2-4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A1-2-5 The headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of the Contract.

A1-2-6 A reference to writing or written includes faxes and e-mails.

A2 Basis of contract

A2-1 Where UK SBS is not the Contracting Authority, UK SBS is the agent of the Contracting Authority for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of Services on behalf of the Contracting Authority. UK SBS will not itself be a party to, nor have any liability under, the

Contract unless it is expressly specified as Contracting Authority in the Order.

- A2-2** The terms of this Contract, any Special Conditions and the Order apply to the Contract to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.
- A2-3** If there is any conflict or inconsistency between the terms of this Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of the Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.
- A2-4** The Order constitutes an offer by the Contracting Authority to purchase the Services in accordance with this Contract (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-5, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-5, as valid acceptance of the offer.
- A2-5** Subject to clause A2-4, the Order shall be deemed to be accepted on the date on which authorised representatives of both parties have signed a copy of this Contract, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

A3 Termination

- A3-1** The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Contracting Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.
- A3-2** The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract with immediate effect by giving written notice to the Supplier if:

A3-2-1 the circumstances set out in clauses B2-1-1, C3 or C4-1 apply;

A3-2-2 the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within [30] days of being notified in writing of the breach; or

A3-2-3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

A3-2-4 the Supplier commences negotiations with all or any class of its creditors

with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

A3-2-5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or

A3-2-6 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or

A3-2-7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

A3-2-8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or

A3-2-9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or

A3-2-10 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or

A3-2-11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-2-3 to clause A3-2-10 inclusive; or

A3-2-12 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or

A3-2-13 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or

A3-2-14 the Supplier's financial position deteriorates to such an extent that in the Contracting Authority's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

A3-3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.

A3-4 Without prejudice to clause A3-3, clauses B1, B2, B5, B6, B7, B8, B9, C1, C2, C3, C4, C6 and C7 shall survive the termination or expiry of the Contract and shall continue in full force and effect.

A3-5 Upon termination or expiry of the Contract, the Supplier shall immediately:

A3-5-1 cease all work on the Contract;

A3-5-2 Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

A3-5-3 cease use of and return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy) all of the Contracting Authority's Materials in the Supplier's possession or

control; and

A3-5-4 Cease all use of, and delete all copies of, UK SBS's or the Contracting Authority's or UK SBS's confidential information.

SECTION B

B1 Supply of Services

- B1-1** The Supplier shall from the date set out in the Contract and until the end date specified in the Contract provide the Services to the Contracting Authority in accordance with the terms of the Contract.
- B1-2** The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order (including any Special Conditions and any applicable Specification) or notified to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
- B1-3** In providing the Services, the Supplier shall:
- B1-3-1** co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
 - B1-3-2** perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade
 - B1-3-3** use personnel 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 this Contract;
 - B1-3-4** ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract (including any Special Conditions and any applicable Specification), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
 - B1-3-5** provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - B1-3-6** use the best quality Supplies, materials, standards and techniques, and ensure that the Deliverables, and all Supplies and materials supplied and used in the Services or transferred to the Contracting Authority, will be free from defects in workmanship, installation and design;
 - B1-3-7** obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - B1-3-8** observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and
 - B1-3-9** Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Contracting Authority may rely or act on the Services.
- B1-4** The Contracting Authority's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Supply of Goods and Services Act 1982 and any other applicable legislation.
- B1-5** Without prejudice to the Contracting Authority's statutory rights, the Contracting Authority will not be deemed to have accepted any Deliverables until the Contracting Authority has had at least [14 Working Days] after delivery to inspect

them and the Contracting Authority also has the right to reject any Deliverables as though they had not been accepted for [14 Working Days] after any latent defect in the Deliverables has become apparent.

- B1-6** If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:

B1-6-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and

B1-6-2 any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority's laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.

- B1-7** The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority pursuant to TUPE.

B2 Contracting Authority Remedies

- B2-1** If the Supplier fails to perform the Services by the applicable dates, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:

B2-1-1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;

B2-1-3 to recover from the Supplier any costs incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in obtaining substitute Services from a third party;

B2-1-4 where the Contracting Authority has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or

B2-1-5 To claim damages for any additional costs, loss or expenses incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.

- B2-2** These Conditions shall extend to any substituted or remedial Services provided by the Supplier.

- B2-3** The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

B3 Contracting Authority Obligations

- B3-1** The Contracting Authority shall:

B3-1-1 provide the Supplier with reasonable access at reasonable times to the Contracting Authority's premises for the purpose of providing the Services;

and

B3-1-2 Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.

B4 Charges and Payment

B4-1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:

B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;

B4-2-2 the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier;

B4-2-3 the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;

B4-2-4 the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority upon request; and

B4-2-5 the Supplier will invoice the Contracting Authority monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause B4-3

B4-3 The Contracting Authority will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to the Contracting Authority provided that the Contracting Authority's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with Contracting Authority's expenses policy from time to time in force.

B4-4 The Supplier shall invoice the Contracting Authority on completion of the Services. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

B4-5 In consideration of the supply of the Services by the Supplier, the Contracting Authority shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by the Supplier unless the Contracting Authority agrees in writing to another payment method.

- B4-6** All amounts payable by the Contracting Authority under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Contracting Authority, the Contracting Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- B4-7** The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to inspect such records at all reasonable times on request.
- B4-8** The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Contracting Authority in order to justify withholding payment of any such amount in whole or in part. The Contracting Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.
- B4-9** The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within 30 days of receipt of the invoice.

B5 Contracting Authority Property

- B5-1** The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to the Supplier (Contracting Authority's Materials) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority and UK SBS (as appropriate). The Supplier shall keep the Contracting Authority's Materials in safe custody at its own risk, maintain them in good condition until returned to the Contracting Authority or UK SBS, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

B6 Intellectual Property Rights

- B6-1** In respect of any Supplies that are transferred to the Contracting Authority under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Contracting Authority, it will have full and unrestricted rights to transfer all such items to the Contracting Authority.
- B6-2** Save as otherwise provided in the Special Conditions, the Supplier assigns to the Contracting Authority, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Contracting Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.
- B6-3** The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any

jurisdiction.

- B6-4** The Supplier shall, promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Contracting Authority in accordance with clause B6-2.

B7 Indemnity

- B7-1** The Supplier shall indemnify, and shall keep indemnified the Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority, in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority as a result of or in connection with:

B7-1-1 any claim made against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

B7-1-2 any claim brought against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and

B7-1-3 Any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-7 of these Conditions.

- B7-2** This clause B7 shall survive termination or expiry of the Contract.

B8 Insurance

- B8-1** During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

B8-1-1 professional indemnity insurance for not less than £100,000 per claim;

B8-1-2 public liability insurance for not less than £100,000 per claim (unlimited claims); and

B8-1-3 employer liability insurance for not less than £100,000 per claim (unlimited claims); and

B8-1-4 product liability insurance for not less than £100,000 for claims arising from any single event and not less than £100,000 in aggregate for all claims arising in a year.

The Supplier shall ensure that the Contracting Authority's interest is noted on each insurance policy, or that a generic interest clause has been included.

B8-2 On request from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority, the Supplier shall provide the Contracting Authority or UK SBS with copies of the insurance policy certificates and details of the cover provided.

B8-3 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

B8-4 The Supplier shall:

B8-4-1 do nothing to invalidate any insurance policy or to prejudice the Contracting Authority's entitlement under it; and

B8-4-2 notify the Contracting Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

B8-5 If the Supplier falls or is unable to maintain insurance in accordance with clause B8-1; the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

B9 Liability

B9-1 In this clause B9, a reference to the Contracting Authority or UK SBS's liability for something is a reference to any liability whatsoever which the Contracting Authority or UK SBS might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Contract, in tort or otherwise, and even if it results from the Contracting Authority's or UK SBS's negligence or from negligence for which the Contracting Authority's or UK SBS would otherwise be liable.

B9-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority is not in breach of the Contract, and neither the Contracting Authority nor UK SBS has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Contract.

B9-3 Subject to clause B9-6, neither the Contracting Authority nor UK SBS acting as agent on behalf of the Contracting Authority shall have any liability for:

B9-3-1 any indirect or consequential loss or damage;

B9-3-2 any loss of business, rent, profit or anticipated savings;

B9-3-3 any damage to goodwill or reputation;

B9-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or

B9-3-5 Any loss, damage, costs or expenses suffered or incurred by any third party.

B9-4 Subject to clause B9-6, the Contracting Authority and UK SBS's total liability shall be limited to the Charges.

B9-5 Subject to clause B9-6, the Supplier's total liability in connection with the Contract shall be limited to £75,000.

B9-6 Nothing in the Contract restricts either the Contracting Authority, UK SBS or the Supplier's liability for:

B9-6-1 death or personal injury resulting from its negligence; or

B9-6-2 its fraud (including fraudulent misrepresentation); or

B9-6-3 Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

SECTION C

C1 Confidential Information

C1-1 A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:

C1-1-1 was public knowledge or already known to that party at the time of disclosure; or

C1-1-2 subsequently becomes public knowledge other than by breach of the Contract; or

C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or

C1-1-4 is agreed by the parties not to be confidential or to be disclosable.

C1-2 To the extent necessary to implement the provisions of the Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under the Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at the election of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, destroyed) on expiry or termination of the Contract, and no copies shall be kept.

C2 Transparency

C2-1 The Supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as the Contract, and any sourcing document, such as the invitation to sourcing, are published on a designated, publicly searchable website.

- C2-2** The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of the Contract is not Confidential Information. The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining in their absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of FOIA.
- C2-3** Notwithstanding any other term of the Contract, the Supplier hereby consents to the Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority publishing the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

C3 Force Majeure

- C3-1** If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Contract immediately by giving written notice to the Supplier

C4 Corruption

- C4-1** The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:
- C4-1-1** offers or agrees to give any person working for or engaged by the Contracting Authority, UK SBS or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and Contracting Authority, or UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;
 - C4-1-2** has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Contracting Authority, or UK SBS or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Contracting Authority, or UK SBS before the Contract is entered into;
 - C4-1-3** breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
 - C4-1-4** Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- C4-2** For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:
- C4-2-1** The Contracting Authority's or UK SBS's costs in finding a replacement supplier;

C4-2-2 direct, indirect and consequential losses; and

C4-2-3 Any loss suffered by the Contracting Authority or UK SBS as a result of a delay in its receipt of the Services.

C5 Data Protection

C5-1 The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.

C6 Freedom of Information

C6-1 The Supplier acknowledges that the Contracting Authority and or UK SBS may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority and or UK SBS to enable them to comply with its obligations under FOIA and EIR.

C6-2 The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Contracting Authority or UK SBS to enable the Contracting Authority or UK SBS to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

C6-3 The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining (in its absolute discretion) whether any information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

C6-4 The Supplier acknowledges that the Contracting Authority and or UK SBS may be obliged under the FOIA or EIR to disclose information, in some cases even where that information is commercially sensitive:

C6-4-1 without consulting with the Supplier, or

C6-4-2 following consultation with the Supplier and having taken its views into account.

C6-5 Where clause C6-4-2 applies the Contracting Authority and or UK SBS shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

C6-6 Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.

C6-7 The Contracting Authority and UK SBS acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.

C7 General

C7-1 Entire Agreement

C7-1-1 The Contract constitutes the entire agreement between the Contracting Authority and the Supplier in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

C7-2 Liability

C7-2-1 Where the Contracting Authority is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.

C7-2-2 Where the Contracting Authority is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Contract.

C7-3 Assignment and Subcontracting

C7-3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-4 Further Assurance

C7-4-1 The Supplier will promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including ensuring that all title in the Supplies is transferred absolutely to the Contracting Authority.

C7-5 Publicity

C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-5-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation upon Contracting Authority or UK SBS, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or UK SBS or bring the Contracting Authority or UK SBS into disrepute.

C7-6 Notices

C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:

C7-6-1-a In the case of the Contracting Authority: [REDACTED]

Address: 1 Victoria Street, London, SW1H 0ET; Email:

[REDACTED] (and a copy of such notice or communication shall be sent to: Research Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF; Email: research@uksbs.co.uk and the Chief Procurement Officer, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF;

C7-6-1-b in the case of the Supplier: the address, fax number and email address set out in the Order, or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

C7-6-2 A notice or other communication shall be deemed to have been received: If delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Contracting Authority. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Contracting Authority and any notice given or received by UK SBS will be deemed to have been given or received by the Contracting Authority.

C7-6-4 Except for clause C7-6-5, the provisions of this clause C7-6 shall not apply to the service of any proceedings or other documents in any legal action.

C7-6-5 [The Supplier irrevocably appoints and authorises [NAME] of [ADDRESS] (or such other person, being a firm of [solicitors] resident in England, as the Supplier may by notice substitute) to accept service on behalf of the Supplier of all legal process, and service on [NAME] (or any such substitute) shall be deemed to be service on the Supplier.]

C7-7 Severance

C7-7-1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid

and enforceable.

- C7-8 Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- C7-9 No Partnership, Employment or Agency.** Nothing in the Contract creates any partnership or joint venture, nor any relationship of employment, between the Supplier and either the Contracting Authority or UK SBS. Nothing in the Contract creates any agency between the Supplier and either the Contracting Authority or UK SBS.
- C7-10 Third Party Rights.** A person who is not a party to this Contract shall not have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Contract may directly enforce or rely on any terms of this Contract.
- C7-11 Variation.** Any variation to the Contract, including any changes to the Services, these Conditions, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier.

C7-12 Governing Law and Jurisdiction.

C7-12-1 Subject to clause C7-12-2, the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C7-12-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.

C7-13 Modern Slavery Act 2015

C7-13-1 During the Term or any extension of the Contract, the Contracting Authority is committed to ensuring that its supply chain complies with the above Act.

C7-13-2 The Supplier shall provide a report covering the following but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Contract.

C7-13-2-a Impact assessments undertaken

C7-13-2-b Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised

C7-13-2-c Evidence of stakeholder engagement

C7-13-2-d Evidence of ongoing awareness training

C7-13-2-e Business-level grievance mechanisms in place to address modern slavery

C7-13-2-f Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

C7-13-3 The Contracting Authority or UK SBS when acting as an agent on behalf of the Contracting Authority reserves the sole right to audit any and all reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in doing so.

Note: the Contracting Authority also reserves the right to amend or increase the frequency of reporting , as it deems necessary to secure assurance in order to comply with the MSA.

The Contracting Authority requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

The Supplier shall complete and return the report to the contact named in the Contract on the anniversary of the Commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.

C7-14 Changes in Costs Resulting from Changes to Government Legislation, Levies or Statutory Payments

The Contracting Authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, any increases in the Supplier's cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages). Subject always to open book access to the Supplier's records and always after a period of due diligence carried out by the Contracting Authority, relevant and proportionate to the value concerned.

C7-15 Taxation Obligations of the Supplier

C7-15-1 The relationship between the Contracting Authority, UK SBS and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of the Contracting Authority or UK SBS and the Supplier will not give the impression that they are.

(1.) The Supplier in respect of consideration shall at all times comply with the Income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to Income tax in respect of that consideration.

(2.) Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

(3.) The Contracting Authority may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations under tax and National Insurance Clauses (1) and (2) above or why those clauses do not apply to it.

C7-15-2 As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national Insurance contributions arising from carrying out the Services.

C7-15-3 A request under Clause (3) above may specify the information which Supplier shall provide and the period within which that information must be provided.

C7-15-4 In the case of a request mentioned in Clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Contracting Authority terminating the contract.

C7-15-5 Any obligation by Supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and Supplier obligations to indemnify the Contracting Authority shall survive without limitation and until such time as any of these obligations are complied with.

C7-15-6 The Contracting Authority may supply any information, including which it receives under clause (3) to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

C7-15-7 If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority has to pay any such tax under clauses (1) and (2) then the Supplier will pay back to the Contracting Authority or UK SBS in full, any money that the Contracting Authority or UK SBS has to pay, and they will also pay back the Contracting Authority or UK SBS for any fine or other punishment imposed on the Contracting Authority or UK SBS because the tax or national insurance was not paid by the Supplier.

C7-16 Cyber Essentials Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below, within 14 days from notice and shall send this information as directed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority. The Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority is required to provide such assurances to comply with Government advice and guidance.

Note: the Contracting Authority also reserves the right to amend or increase the frequency of the questionnaire submission due dates, as it deems necessary. The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the security needs of this Contract.

The Supplier shall complete and return the questionnaire to the contact named in the Contract on the anniversary of the Commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.



Schedule 1 Special Conditions

N/A

Schedule 2 Pro forma purchase order form

The format of the Proforma Purchase Order will be as follows. Please note that the Purchase Order form will be submitted directly to your chosen email address on completion of the receipt of the signed contract and will contain the confirmed value of goods and services as well as the Purchase Order number that must be used for Invoicing purposes

Purchase Order#0

(Contracting Authority Logo)

Order	
Order Date	
Revision	0
Revision Date	
Payment Terms	As per terms and conditions

Supplier:

PLEASE QUOTE THE PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE. INVOICES NOT QUOTING THE PO NUMBER WILL BE RETURNED UNPAID

Tel:

For all purchase order queries, please contact
POPAD@uksbs.co.uk

Fax:

For all Invoicing queries, please contact finance@uksbs.co.uk

Ship to: Contracting authority ship to address

Invoice to: Contracting Authority Invoice Address

Line	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price (GBP)	Tax	Net Amount (GBP)
1							

Total

Grand Total

Whenever a UK SBS Contract number is cited within the narrative description of the Purchase Order that Purchase Order is subject to the Terms and Conditions relating to that Contract, otherwise, the Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. For a copy of the Terms and Conditions please see <http://www.uksbs.co.uk/services/process/documents/HSCPOTerms.pdf>

Commercial In Confidence

UKSBS

Shared Business Services

VAT Registration Number GB 618 367 325

(Contracting Authority) , Polaris House, North Star Avenue
Swindon, United Kingdom SN2 1EU

Schedule 3 The Service

D1 SCOPE OF SERVICES TO BE PROVIDED

D1-1 To carry out CR18148 – Pay comparability study for UK Prison Staff, as outlined in Annex 1 – Specification and Annex 2 – Bid Response.

D2 COMMENCEMENT AND DURATION

D2-1 This Contract shall commence on Friday, 21st December 2018 and subject to any provisions for earlier termination contained in the Standard Terms shall end no later than Thursday 28th February 2019.

D3 MANAGEMENT AND COMMUNICATIONS

D3-1 The Customer appoints: [REDACTED] Office of Manpower Economics, 8th Floor, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX. Email [REDACTED] (or such other person as is notified by the Customer to the Supplier in writing) to be the Customer's Contract Manager.

D3-2 [The Supplier appoints [NAME] [ORGANISATION] [Address] [Tel]. [Email], (the "Supplier") (or such other person as is notified by the Supplier to the Customer in writing) to be the Supplier's Contract Manager.

D3-3 UK Shared Business Services appoints: [REDACTED] Category Specialist, Research Team, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1ET; Email: Research@uksbs.co.uk

D4-1 Total Contract price shall not exceed £39,050.00 excluding VAT in accordance with the Contract price and breakdown submitted for this contract detailed below:

Section 1: Total Project Costs (Summary)				
Expense	Number of Days	Yearly Unit Cost (Rs. Per Day)	Total Cost (Rs.)	
1. Research and Development				
2. Design				
3. Materials				
4. Project Management				
5. Overhead				
6. All other #0514				
TOTAL				

Section 2: Total Staff Costs (Summary)				
Job Title	Number of Days	Yearly Unit Cost (Rs. Per Day)	Total Cost (Rs.)	
1. Research and Development				
2. Design				
3. Materials				
4. Project Management				
5. Overhead				
6. All other #0514				
TOTAL				

Section 3: Total Project Costs (Summary)				
Expense	Number of Days	Yearly Unit Cost (Rs. Per Day)	Total Cost (Rs.)	
1. Research and Development				
2. Design				
3. Materials				
4. Project Management				
5. Overhead				
6. All other #0514				
TOTAL				

Section 4: Total Project Costs (Summary)				
Expense	Number of Days	Yearly Unit Cost (Rs. Per Day)	Total Cost (Rs.)	
1. Research and Development				
2. Design				
3. Materials				
4. Project Management				
5. Overhead				
6. All other #0514				
TOTAL				

D4-2 The Contract price is payable according to the following schedule:-

:
:



D4-3 All invoices should be sent to finance@services.uksbs.co.uk or UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF. A copy of the Invoice should also be sent to the Project Manager, 

**For and on behalf of Incomes Data Research
(The Supplier)**

Signed

Name

Position

Date



**For and on behalf of Department for Business,
Energy and Industrial Strategy (The
Contracting Authority)**

Signed

Name

Position

Date



THIS IS THE LAST PAGE OF THESE TERMS & CONDITIONS

Appendix 1 – Specification

1. Background

Background to the Prison Service Pay Review Body (PSPRB)

The Prison Service Pay Review Body (PSPRB) wishes to undertake a pay comparability exercise for operational prison service staff. In doing so, it would like to receive advice on a suitable approach to both identifying appropriate comparators and measuring differences in pay.

The Office of Manpower Economics (OME), which is seeking to commission this research on behalf of the PSPRB, provides secretariat support for all eight of the independent, public sector Pay Review Bodies. One of OME's key functions is to provide high quality research-based technical advice drawing on economic, pay, labour market, statistical and other technical data. More information about the OME, the review bodies it supports, and the research it undertakes, can be found on its website.

Background to PSPRB pay comparability work

PSPRB's terms of reference (<https://www.gov.uk/government/organisations/prison-services-pay-review-body/about>) do not specifically mention comparing remit group pay with the external market. However, they do include the need to recruit, retain and motivate suitably able and qualified staff taking into account the specific needs of the Prison Service in England and Wales and the Northern Ireland Prison Service; and regional/local variations in labour markets and their effects on the recruitment and retention of staff.

In 2002, PSPRB commissioned an analysis of market comparisons against roles in the wider public sector that were judged to have exhibited similar characteristics to prison service roles (typically social services, probation service, NHS and police roles). This work was updated in 2005.

Since then, any detailed comparisons work has focussed on comparisons with private sector prisons.

More widely, the OME commissioned work on wage growth in public sector review body occupations in 2017¹, which included some narrow comparisons between prison officers and fire service staff. Bidders should note that we are seeking a more comprehensive and detailed set of comparisons for different grades of prison service employees.

2. Aims and Objectives of the Project

Objectives

The research objectives for this project are as follows:

1. Develop a criteria-based methodology to identify appropriate comparators to a range of specified prison service roles.
2. Identify suitable robust data sources that could be used to inform pay comparisons.
3. [Optional] Undertake an initial analysis of the pay of prison staff in comparison to the identified roles.

Requirements

- a) Develop a suitable method for identifying appropriate comparator posts.
 - Comparators are required for the following prison service grades: 2, 3, 5, 8, 10/11 (OME will provide job descriptions for these roles).

- The method might take account of job weight, key characteristics of prison service roles, information on the roles prison staff join from and leave the service to join etc - but the Review Body is open to proposals.
 - The method might include some form of scoring system, with a chosen threshold applied to assess whether potential comparator roles are a close enough 'fit' to prison service roles.
 - The method must be repeatable (e.g. the Review Body may wish to review the appropriateness of comparator roles every x years, and will wish to update the pay comparisons annually)
- b) Undertake a data audit which identifies suitable sources of pay data for the comparator roles.
- Sources should provide comparisons on the basis of basic pay and total pay (i.e. including performance pay) separately, and:
 - National and regional comparisons. These should include (at a national level) England, Wales, Northern Ireland and (at a regional level) London, the South East, and the rest of England.
 - The contractor should provide a clear indication of data availability (including potential costs where relevant), and data strengths and weaknesses.
- c) Build in the opportunity for the proposed method, comparators and data audit to be discussed with Review Body members and modified in light of that discussion.
- This could be undertaken via one of the Review Body's programmed meetings.

[Optional – and to be priced separately]

- d) Conduct, and report on, an initial analysis of pay comparability.
- This should include contemporary comparisons using the latest available annual data, to be complemented by comparisons over the last five years, and should include data, charts and associated summary commentary.
 - Where there are trade-offs between timeliness of the comparisons, the level of detail/disaggregation that can be provided and the associated costs, this should be set out in proposals.
 - **OME will decide whether to take up this option on completion of items (a) to (c) above.**

Research Methodology

The contractor chosen to carry out this work must demonstrate an understanding of the prison service roles identified for comparison and also of the full range of potential comparators. We envisage this will include the need for discussions with the PSPRB Secretariat team, and a small number of key stakeholders.

We do not wish to be overly prescriptive about the manner in which this work should be conducted, however, as a broader guideline, we would expect it to include:

- A transparent and robust methodology for identifying suitable comparators, including discussions with relevant parties
- Documentation of the recommended data sources for reliable earnings data of the comparator roles, including where appropriate approximate costs.

Deliverables

1. By end December 2018, an initial report on the methodology and criteria for identifying comparator roles, to include an initial set of proposed comparators and an audit setting out available data to inform pay comparability analyses.
2. In January 2019, presentation and discussion of (1) at a PSPRB meeting and subsequent amendments to proposed comparators.
3. By late January/early February 2019, a report setting out the final methodology and selected comparators, as agreed with PSPRB.
4. [If requirement (d) above commissioned] By end February 2019, a report setting analyses of the pay of prison staff compared to the identified comparators.

Data quality standards required

Data and analysis used and provided should be up-to-date and robust, and the report must include clear documentation of the sources used.

Ownership and publication

The Office of Manpower Economics will own all deliverables produced under the contract and will be free to use these as it wishes. OME expects to publish the contractor's final report on its website.

¹ <https://www.gov.uk/government/publications/wage-growth-in-pay-review-body-occupations>

Appendix B – IDR response

*PROJ1.1 Approach/ Methodology

Incomes Data Research (IDR) welcomes the opportunity to undertake a pay comparability study covering prison service staff on behalf of the Prison Service Pay Review Body (PSPRB). The study involves developing a robust approach for identifying suitable comparators for each of the 'Fair and Sustainable' (F&S) grades and a method for undertaking analysis of differences in pay.

As a starting point we would request a project initiation meeting with the PSPRB secretariat and other key stakeholders to discuss the aims and objectives of the research, our proposed methodology and to have a broader conversation about the nature and characteristics of prison service jobs. This meeting will serve two purposes: a) to establish clear objectives and critical success factors and b) to establish a good relationship with the project sponsor to enable dialogue and collaborative working throughout the project.

Our approach consists of the following key steps:

1. Evaluate each of the F&S prison grades

For any comparison exercise of this nature it is imperative to arrive at an understanding of the scope of the roles under investigation. The first step will be to review the current job descriptions/role profiles for each of these grades – F&S grades 2, 3, 5, 7, 8, 10/11 – and evaluate them in turn.

We propose to use the IDR Job Evaluation Scheme as the basis for these evaluations on the grounds that a) we are most familiar with this scheme since we developed it, b) we have used this scheme to evaluate a wide range of roles found across the public and private sectors and c) our consultants have used this methodology to review prison service jobs previously for an exercise undertaken for the PSPRB in 2015¹.

The scheme itself is a seven-factor analytical scheme covering the most common components of jobs as follows:

1. Knowledge and skills
2. Thinking and creativity
3. Communications
4. Freedom to act
5. Resources
6. Service delivery
7. Context

Evaluation of grades/jobs using this scheme will allow us to establish a solid understanding of each of the grades and this will form the groundwork for the next step, identifying comparators for the jobs covered by the F&S grades.

To further enhance our understanding of the jobs and work involved, we propose to undertake short semi-structured telephone interviews with National Offender Management Service (NOMS) and the POA (and/or the Prison Governors' Association) to gain further insights from both the employer and employee perspective about day-to-day working in prisons and similarities and differences with jobs in other parts of the economy. They might also be able to provide information on roles prison staff join from and leave the service. We make this proposal on the basis that discussions with both NOMS and the POA for a previous research project (see footnote) proved to be very informative and these bodies can provide detail and

¹ Pay, pensions and reward packages for private custodial service staff: A research report for the Office of Manpower Economics, Incomes Data Research (2015).

context about the nature of jobs and work that are not easily captured by a job description or role profile. There is a small risk around being able to undertake these interviews in a timely fashion given that we will be reliant on them agreeing and being willing to spare the time to speak to us. However we are confident we will be able to do so having done so previously. The information from these conversations will help us to arrive at a set of key characteristics for prison service grades enabling us to identify suitable comparators (see section 2).

The output of this element of work would be a short job capsule for each grade detailing the job size, scope and responsibility, along with a set of key characteristics which would be used for identifying comparators in the external market. The key characteristics might include, for example, threat of violence, distress/work-place stress, concentration levels, anomie working environment, and decision-making.

2. Identify comparators in the external market

The next step will be to identify comparators in the external market for each of the prison service grades. This will involve initially looking at a relatively large pool of potential comparators from both the private and public sectors and working through a process (see below) to determine the closest matches. The pool might include, for example, a range of security, care and operational roles, such as social work assistant, security guard, care worker for the main operational grades, and headteacher, HR manager, health and safety manager, residential care home manager for the managerial grades.

Examples of potential matches of prison service grades and comparator jobs

Grade	Roles	Potential comparator roles
2	Operational support grade	Security guard, receptionist, airport security, facilities assistant, cleaner
3	Prison officer	Senior care assistant (public/private), mental health worker, probation officer, SEN teacher, security supervisor, social worker, private rehabilitation worker, ambulance paramedic, fire marshal, health and safety officer, firefighter, custody staff
5	Custodial manager	Mindset mentor, residential care home manager, nurse, maintenance electrician, crew manager (fire service)
8	Head of function/deputy governor	Lead mentor, HR manager, facilities manager, head of
9	Deputy governor	Site manager, deputy headteacher, operations manager
10/11	Prison governor	Headteacher, NHS manager, senior operations manager, security manager

We would then analyse the jobs in the pool as follows:

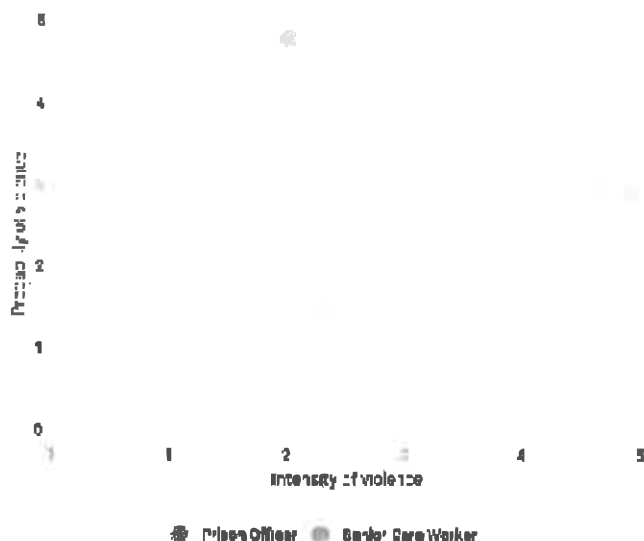
- establish the relative job level/job size of each job using the same methodology as used to evaluate the prison grades/jobs;
- undertake additional evaluation to assess the extent to which the comparator jobs feature the key characteristics (to be determined as part of step 1) identified for each of the prison roles by means of a comparator matrix. The comparator matrix would test the proposed comparisons between the prison and comparator jobs. Scoring for the categories would be designed to capture the extent (scored between 1 and 5) of frequency (or probability) and intensity of the factor being appraised and the results would provide a way of comparing job content.

It should be noted that the matrix comparison would be undertaken as desk research based on relevant job descriptions/role profiles. Ideally, we would like to explore the comparator jobs in greater depth, through job analysis questionnaires and/or interviews with selected role-holders. However, this is not possible in the timeframe or budget outlined in the ITQ. Nevertheless, we believe that our proposed approach represents an advance on previous comparison exercises and will provide a more closely matched set of comparators.

Image 1 provides an illustration of how this might work in practice. It looks at one specific characteristic (that of 'violence') and compares a Prison Officer with a Senior Care Worker. It shows that while violence (could be more likely for a Prison Officer and could be more intense if/when it occurs (ie the real threat of major physical injury) but that it might not be a daily occurrence. By contrast a Senior Care Worker, is quite likely to face violence daily but the level/intensity of violence is likely to be generally low.

Example of assessment against key characteristics (ie) - violence

Prison Officer comparability to a Senior Care Worker



The output of this step will be a final list of comparator roles for each of the prison service grades which can be used for undertaking pay comparisons.

3. Identifying suitable robust market data for pay comparisons

Having identified a set of external market comparators, the next step will be to match these jobs with those found in a reliable and on-going source of salary data, which in this instance we propose should be the *Annual Survey of Hours and Earnings (ASHE)* conducted annually by the Office for National Statistics (ONS).

Whilst ASHE is viewed as the most useful source of official earnings data in this instance, we would not normally use it as a sole/main data source for pay benchmarking purposes, since the occupational classifications (SOCs) can cover a broad range of jobs at different levels of skill, experience and responsibility (something that we address below). However, we are acutely aware that the PSPRB is seeking an approach that is repeatable and which draws on

data that will continue to be available. Many private sector sources of market pay data (for example purchasable salary surveys and online salary benchmarking software) cannot be guaranteed to be available in the future, since these businesses may change their business model, limit access to non-providers or cease trading. ASHE is not only highly likely to be available for future use but the sample sizes are also far larger² and usually more representative than found in commercially-available salary benchmarking products. ASHE also meets the requirement for providing data for national and regional comparisons by both nation and region on basic and total³ pay.

ASHE has a history of being used for pay comparisons and there are numerous examples of the data being used in this way. ASHE data is currently used by the Armed Forces Pay Review Body to make comparisons between earnings for Armed Forces' personnel with those for their full-time civilian counterparts; much of the Low Pay Commission's work examining the impact of the statutory wage is underpinned by ASHE earnings data; and the NHS Litigation Authority takes movements in the 70th percentile of earnings for care workers as a basis for indexing care compensation claims. IDR provided expert input, at that time, in identifying the appropriate occupational level and earnings percentile, and the methodology was accepted by the Appeal Court.

Our process for identifying market data in ASHE involves:

- a) locating the relevant 4-digit SOC code for each of the comparator roles using the coding index SOC2010; and
- b) assessing the composition of jobs in the selected SOC group in order to make an assessment of an 'anchor' point in the earnings data for the relevant prison service role/grade. This second stage is required because some of the SOC codes cover a broad range of jobs and at different levels/sizes which means we will have to take an assessment of the composition in order to identify the point in the earnings distribution most closely represents the comparator's pay. This assumes that, all other things being equal, more complex jobs are paid more.

For example, SOC 9241 includes data for 'security guards and related occupations' and the table below details the precise indexing showing the jobs covered.

SOC 2010	INDEXOCC
9241	Adviser, security
9241	Agent, security
9241	Assistant, security
9241	Attendant, security
9241	Consultant, security
9241	Controller, security
9241	Guard, security
9241	Investigator, security
9241	Man, security
9241	Officer, patrol, security
	Officer, security, chief
	Officer, security
	Operative, security
	Porter, security
	Security
	Securityman
	Sergeant, security
	Supervisor, security
	Warden, security

² The ASHE is produced by the Office for National Statistics (ONS) and is based on a 1% sample of employee jobs taken from HM Revenue and Customs' Pay As You Earn (PAYE) records.

³ ASHE provides data on basic pay, overtime/unsocial hours, incentive pay and pensions for the week containing 5 April.

Within this SOC code there are some jobs that could be at a higher level than for others – such as a security controller or security consultant – and pay for these roles could also be higher, however on the whole the category provides a good indicator of earnings for security guards and the averages would be useful in a pay comparability exercise.

There are likely to be other SOC codes which have more variation in the jobs covered and therefore we will have to make an assessment of how robust the earnings data is for the specific role we are looking at. If, for example, the SOC code includes a large number of jobs which are generally larger in scope (and therefore likely to receive a higher level of pay) the averages (mean and median) will be affected so it would be prudent to look further down the earnings distribution for that SOC code. It is important to note that ASHE publishes percentiles alongside averages which make this possible.

Ideally this assessment would be based on the number of each specific job within the given 4-digit SOC but initial enquiries indicate that the ONS does not capture information below 4-digit SOC. We will continue to explore the option of obtaining frequencies and could even use broader information from the Labour Force Survey (LFS) estimates of the frequency of different jobs⁴. Our assessment will therefore be primarily based on our assessment of the job titles in each chosen SOC code (as detailed in the SOC2010 Index).

Whilst we acknowledge that job titles can vary considerably from one organisation to the next, given the time constraints and potential unavailability of job frequencies data we believe our assessment of the SOC code composition based on previous experience of evaluating and benchmarking a wide variety of jobs provides a robust methodology. We have undertaken work evaluating police officers, fire officers and nurses, as well as work examining the working environment for custody and probation officers. Where necessary, we will draw on information in job advertisements (or job descriptions where available) to make judgements on specific job titles included in the SOC code, as well as information on the profile of workers in specific jobs, for example educational level, from the LFS.

As part of this step we would also review the availability of data on pay and other pay elements in AHSE (covering shift/over time pay and incentive pay, as well as data on employer pension contributions), as well as availability of data by location. It should be noted that ASHE provides robust data on basic pay, overtime and pensions but it is less reliable for bonus data. It does collect bonus data but since the survey is a snapshot of earnings for the week containing 5 April not all bonus payments are captured. We do not see this as a major concern since a) bonuses (in the form of performance-related pay) are very small for public sector prison staff, b) the same is true for the vast majority of potential public and not-for-profit comparators and c) it would be possible to purchase bonus data for those comparators identified as having significant bonuses for inclusion in the pay comparisons.

The ITQ states that comparisons are required at national level, by nation (for England, Wales and Northern Ireland) and for certain specific regions (for London and the South East). There are two potential risks for a) Northern Ireland and b) sample sizes. We know that earnings data is publicly available for England, Wales, the South East and London but that we would have to obtain data for Northern Ireland separately. We have done so previously as part of a project undertaken by us for NASLWT comparing teachers' pay across the nations, nonetheless this poses a risk to the project in respect of obtaining data in a timely fashion. To mitigate this risk, we propose to submit our request for data immediately on award of contract, after which we will be informed of the timeline for delivery. We would inform the OME as soon as we knew and could plan around this delivery date.

⁴Based on variable OCCT – what was your main job (in the week ending Sunday [date])?

The second task is for sample sizes for 4-digit occupational codes by region. As with any dataset the further you drill down the smaller sample sizes become. In some cases this means that the regional 4-digit SOC dataset will be incomplete. Where this arises, we propose that information obtained at 3-digit can be used to calculate the typical geographical variation in pay (ie an adjustment).

We also suggest requesting separately data on basic pay excluding other pay, since the current information contains other pay and we would like to be able to distinguish between jobs where other payments, such as unsocial hours, is a major component of the reward package and those where it is not.

The output of this step would be specific 'anchor' points in the ASHE data for use in pay comparison exercises covering prison staff (see example table). This pinpointing would enable future comparisons to be conducted relatively easily². We would also provide our rationale for each 'anchor' point.

Illustration of 'anchor' points for making pay comparisons using ASHE

Grade	Role	Anchor point
2	Operational support grade	Median earnings for SOC 1241 security guards and related occupations
3	Prison officer	25 th percentile for SOC 2143 probation officers

4. Conduct a pay comparisons exercise (optional)

The final step will be to conduct the pay comparisons. We propose that the following analyses be conducted:

- Comparison of basic pay for prison grades 2, 3, 5, 8, 9, 10 and 11 and comparators
 - By grade
 - By location
- Comparison of total pay for prison grades 2, 3, 5, 8, 9, 10 and 11 and comparators
 - By grade
 - By location

The 'anchor' points for each grade being informed by the previous output (see section 3). It is likely some grades will have more comparators than others so we would like to agree how best to analyse and present the data with the OME. For example, one grade may only one match, while another may have several so we could either present the information separately or summarise the figures on comparator's pay for each grade to produce a 'market summary figure'. The results would also provide a comparison against the current prison service salary level. This type of 'market variance' information is generally very useful for employers. We provide two illustrations overleaf.

Table 1 Example of IDA benchmarking output – a panel and market summary figures

Comparator role	Median
Buildings project manager, London	£54,054
Associate manager, London	£63,378
Project manager, commerce and industry, London	£80,000
Project Manager, London	£56,076
Market summary	£57,939

Note: the data in the table above is illustrative and bears no connection to prison service comparisons.

Table 2 Example IDA benchmarking output – comparison of client's basic salary versus the market

Job ID	Job title	Market median £	Client target rate £	Variation £	Variation %
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² With the caveat that pay comparisons need to take into account regional variations, as well as examine basic and total pay which in itself requires a detailed benchmarking methodology.

1 Senior Design Strategist (Property) £57,538 £28,000 -£1,538 -3%
 Note: the data in the table above is illustrative and bears no connection to prison service comparisons.

ASHE provides data on basic pay^a, overtime and overtime pay, incentive pay and pensions. We have already identified that there may be a requirement for some additional data on bonuses for some comparators, depending on the final list of chosen comparators. We suggest using our own data on typical bonus payments in the first instance and, if gaps persist, we would look at other commercially-available data, such as that collected and analysed by Croner or another source to which the OME already has access/is familiar with.

We stated previously, we would request data for Northern Ireland and that it might be necessary to use data at 3-digit SOC level to calculate regional adjustments where sample sizes are too small. We would enter information on the various pay elements, including regional variations, for each comparator into our benchmarking model ready for comparison against the prison service grades.

The OME would be required to provide information on the reward package for each prison service grade for use in the comparisons. We propose taking the most populated pay points for staff in Bands 2 to 5 and the median salary for Bands 8 to 11 and total pay comparisons should include unsocial hours and for Bands 2 to 6 additional hours and RHA for Bands 8 to 11, as well as the latest performance awards and pension contributions. Total pay comparisons could also include holiday entitlement if required.

The comparisons would exclude special allowances (such as dog allowances, dirty protest payments, Operation Tomado), since a) these payments are occasional and/or only apply to small proportions of the population and b) no corresponding data is available separately in ASHE. Having said that, we are happy to discuss further and included them if required.

The output would be a written report which presents the market salary figures on basic and total pay separately, showing a line of data for each chosen comparator. We would also present the pay comparisons separately for basic and total pay. The results would be summarised in chart form and we would provide commentary on the findings, highlighting the key points. If required, results can also be provided in Excel and we would be happy to through the results.

^a As outlined previously we would request basic pay excluding other pay from the ONS for this exercise.

*PROJ1.2 Understanding the Project Environment

The Prison Service Pay Review Body (PSPRB) examines and reports on the rates of pay and allowances of prison service governors, operation managers, prison officers and support grades in the England and Wales Prison Service, and equivalent posts in Northern Ireland. It is one of eight public sector pay review bodies in the UK and it is supported by a secretarial team within the Office of Manpower Economics (OME). As well as undertaking its own analysis, the OME commissions research to inform the review bodies.

This tender opportunity invites proposals to develop a robust approach for identifying suitable comparators for each of the 'Fair and Sustainable' (FAS) grades and a method for undertaking analysis of differences in pay and we believe we have expertise, knowledge and understanding to deliver that approach.

Recruitment and retention is a key issue affecting many key public sector roles, including those in prisons. The situation has worsened since the introduction of privately-managed prisons (in 1992) and immigration removal centres (in 1996), with these competing for staff with publicly-managed prisons. The PSPRB's most recent report notes that the prison service is "currently facing low levels of motivation, difficult and deteriorating working conditions, and issues with recruitment and the retention of experienced prison officers."

Together with consideration of a range of other factors, this led the review body to recommend targeted increases for prison staff in 2018. While the headline increase under the recommendations was 2.75%, the review body also urged higher increases to pay points above the maximum for bands 3 and 4. In the event, though, the Government failed to implement this recommendation, opting instead to pay 2% as a consolidated rise, with an extra 0.75% as a one-off payment. This, it said, was aimed at 'meeting the spirit of the [PSPRB's] recommendation'.

The other key development this year was further walkouts by prison staff in September, over conditions in prisons which have led to numerous incidences of violence by inmates against prison officers. This took place in spite of an earlier High Court ban on industrial action by prison officers.

As part of our previous work for the PSPRB comparing pay, pensions and reward packages at public- and privately-managed prisons¹, IDR staff have gathered first-hand information on the competition for staff between public and privately-managed prisons directly from NOMS and the private sector contractors. We learned that most prisons face recruitment problems and that many are understaffed. Private sector prisons look to a broader market for recruitment purposes than public sector prisons and recruits come from all walks of life with many previously working as carers, office workers, managers or security staff. Private-sector employers in the vicinity of some sites also present competition for some roles. Because publicly-managed prisons compete with private sector prisons for staff, these factors also affect public prisons and as such, they need to consider the wider market when setting pay.

This means a pay comparability exercise comparing pay for prison staff with that for jobs in the wider market that are deemed to be comparable, and movements in which may therefore affect recruitment and retention to the prison service, is entirely valid. The review body is also likely to be aware of the importance of its role in reviewing pay in a context where prison officers are legally prevented from taking industrial action, at a time when walkouts have nevertheless taken place over prison conditions and violence against prison officers, both

¹ 'Pay, pensions and reward packages', Income Data Services (2014).

occurrences which may be connected to staffing levels and issues around recruitment, retention and motivation of staff.

Furthermore, whilst there has been some previous work identifying comparator roles and comparing pay for prison staff, these have either looked specifically at comparators in private sector prisons or have been fairly narrow. Our proposal addresses this and would provide the PSPRB with a full set of comparators for each grade, along with 'anchor' points for making comparisons of pay based on the AHSE data.

In respect of ensuring successful delivery of the project we have a well-thought out approach, utilising tried and tested methodologies for assessing jobs and for making pay comparisons and have a highly-experienced and knowledgeable project team. Furthermore, we have a detailed project plan and project management processes to ensure the project stays on track and on focus. We believe IDR has the knowledge, skills and expertise to successfully deliver this work for the PSPRB based on the following:

- We have successfully delivered projects for the OME previously², including a paper on discrimination and pay systems earlier this year
- We have undertaken similar work identifying comparators for police staff, as well as for a range of 'unique' roles in the private sector
- Our staff have experience of examining reward packages for prison staff on both *Fair and Sustainable* grades and closed grades
- Through our regular work monitoring pay trends and developments, we keep abreast of developments across the public sector, including the prison service
- We have experience using, analysing and interpreting ASHE data, including requesting bespoke datasets from the ONS
- Our staff are experts in the pay and employment research field and have significant experience researching, analysing and reporting on pay
- Our researchers are experienced at speaking to employers and employee bodies about pay
- IDR has developed an established methodology for undertaking pay comparisons which has been successfully utilised on a wide range of projects. This has included basic and total pay comparisons, as well as examining geographical variations in pay
- We have experience examining pay variations across the nations of the UK
- IDR delivers information to a wide range of audiences, including non-specialists, and our report would be accessible for professionals with no previous knowledge or experience of evaluating/assessing jobs or undertaking pay comparisons
- Our approach presents a repeatable methodology, based on official earnings data which is highly likely to continue to be available
- We always work collaboratively with our clients and are willing to be adaptable to ensure that the work meets the review body's requirements.

² As IDR we have successfully delivered three research projects covering a) discrimination law b) academies' approaches to pay and c) changes in civilian life.

***PROJ1.3 Project Plan and Timescale**

The project will follow the timetable outlined in the ITQ and will run from November to February 2019.

The project milestones are as follows:

- proposal submitted by 13 November 2018;
- clarifications on detail of our proposal on 19 November;
- contract start on 30 November;
- project initiation meeting on 4 December;
- deliver a draft report by 31 December;
- presentation to and discussion with the PSPRB members and secretariat team on 11 January 2019¹;
- deliver a final report on comparisons and method for pay comparisons taking into account the PSPRB members and secretariat feedback by 14 February;
- deliver (optional) pay comparisons output by 14 February;
- project end 28 February.

The project plan below details the project milestones and key deliverables².



There will also be a number of internal deadlines covering analysis, internal workshops, drafting and peer review. We will also establish an internal communication channel in Slack (our instant messaging system) for discussion on any aspect of the project by the project team. This tool proved useful on previous projects³ as messages are stored and organised by channel, avoiding lengthy email chains where key points can be missed. These will be essential to delivering the project in respect of cost, time and quality.

Project management

As project manager, [REDACTED] will have ongoing responsibility for ensuring that the project is delivered to meet its objectives within quality guidelines. Progress on the research will be discussed weekly at the IDR management team meeting each Tuesday to ensure that the work is on track and progressing well.

We will require a main contact at the OME with whom we can liaise, to whom we can send information requests, and with whom we can discuss and confirm the various stages of the work, and seek clarification on any issues that may arise. The project manager will provide regular updates by e-mail and telephone to inform the OME of performance and progress in relation to project milestones and objectives, while any urgent issues will be communicated as they arise so that they can be dealt with swiftly. The project will have an assigned deputy (Ray Story) to deal with any issues or queries (internally and externally) in [REDACTED] absence.

In respect of the quality of outputs, we have considerable experience of producing a wide range of publications aimed at policy makers and practitioners, as well as for the research community. This includes our quarterly subscribers' journal *Pay Climate*, our annual reports

¹ IDR proposed date.

² Should this additional file not be allowed for consideration, please see an image of the project plan at the end of this section.

³ Including previous work for the OME.

on pay and benefits, and other commissioned work including that previously undertaken on behalf of the review bodies. The same standards will be used for any outputs from this research, ensuring the outputs are accurate, concise and jargon-free.

Management processes

IDR will run this project according to a set of processes, activities and actions, which are set out in a series of defined project stages as follows:

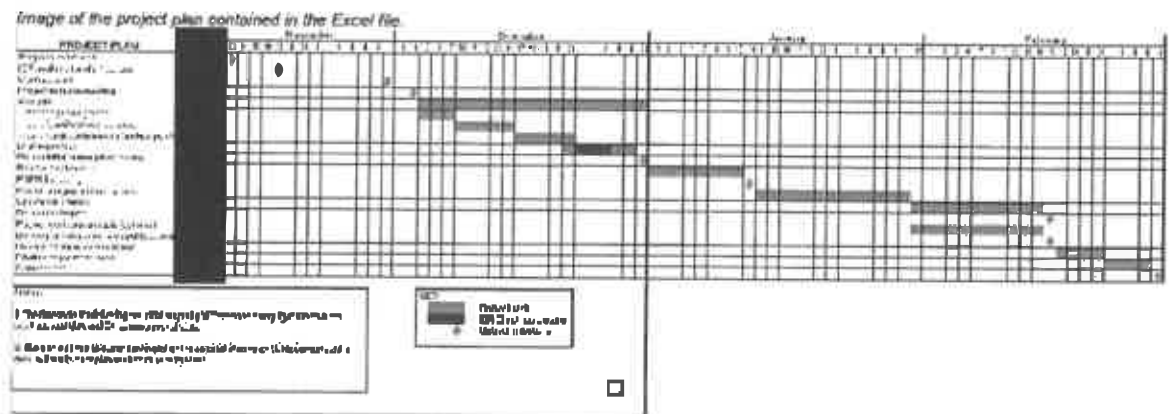
1. **Start-up of the project (stage 1)** – involving a project initiation meeting with the OME to:
 - acquire a full understanding of the work, discuss the scope of the work and the project plan
 - discuss any shortcomings with previous studies
 - confirm project milestones, including dates for submission of key deliverables and a possible date for the review body meeting
 - set out the methods of communication and other project controls that will be deployed by IDR to inform the OME of progress, or any matters that require escalation to or authorisation by the OME project team
 - confirm the timing of the invoices and signing of the contract.
2. **Planning** – involving allocation of resources, assignment of work and internal planning to:
 - ensure all members have clear and full understanding of the objectives of the work, as well as their role, tasks and deadlines
3. **Conducting** – completion of analysis and internal monitoring progress. Work will cover:
 - regular team meetings internally to discuss progress, including dedicated instant messaging (IM) channel for project members to provide peer review and guidance/support
 - research and analysis
 - regular updates on progress of the work to the OME
 - peer review and report drafting
 - delivery of an initial output by year-end
 - feedback from the draft report from the OME
 - drafting and delivering a presentation to the PSPRB
 - submission of the final report.
4. **Closing down the project (stage 4)** – following delivery of the final report we will:
 - discuss with the OME whether any follow-on action or points of clarification are required and close them all down
 - confirm and finalise all project outputs for publication on the OME's website
 - produce a 'lessons learned' report for internal use within IDR.

Risk/issue management

The key elements of managing risks and issues are to identify, assess, mitigate and communicate the risks, and the assigned IDR project manager will have chief responsibility for this. In the event that a risk is identified, IDR will assess the risk to establish whether it needs to be escalated to the OME or dealt with internally. Our general approach is to execute mitigating actions to reduce or avoid risk. If an issue occurs, we will contact the OME with options for the next steps to be discussed and agreed jointly before any action is taken.

The table below outlines the main risks for this project and mitigating actions.

Potential risk	Countermeasure/contingency
Unavailability of data	There is a risk around the availability of data for NI. We have however successfully requested and received data from the Northern Ireland Statistics and Research Agency for another project. We are acutely aware of the tight timeframe and proximity to the Christmas holidays. We would therefore request data as soon as possible and would continue work on the other components while we waited to receive the NI data. There is also a small risk that the ONS is unable to provide data for basic pay excluding other payments. We would again request this data as soon as possible after contract award. In the case of data being unavailable we would present the OMER with options for what could be achieved within the confines of time and cost limits.
Lack of clarity and understanding about project objectives	A key aim of the start-up meeting will be to clarify project objectives. Regular updates from IDR detailing progress will also help to establish if the project is at risk of losing focus. IDR will regularly report back to the OME so that it can be assured the project is on track to be successfully delivered.
Tight project timescales	Project planning will be crucial to ensure that deadlines do not slip. If deadlines started to slip we would call a meeting at the earliest opportunity to establish the most appropriate course of action, which could involve taking on additional personnel or re-scoping OME elements of the work, after discussion with the OME.
Late contract award	A late contract award date will have a significant effect on the current project plan and we would have to reforecast the plan. We would endeavour to deliver an initial output by the end of the year and would discuss the options with the OME to see what is feasible in the time given.
Ineffective communication between IDR and the OME	We advise that regular communication between IDR and the OME remains constant throughout the project and the assigned IDR project manager has chief responsibility in this regard. It is also important to ensure that the make-up of the core IDR and OME project teams remains stable as far as possible and either side informs the other as early as possible of any changes to this arrangement.
Submitted outputs judged not to meet the required standard	A key factor in order to prevent this risk from occurring is to manage client expectations from the start of the project and propose a methodology for the work that is achievable and realistic within the timescale. We provide (and welcome) the opportunity for feedback and input from the OME and would take their comments on board in our analysis. If IDR outputs are judged not to meet the required standard we will call a meeting with the OME as soon as possible to establish the extent of the problem and confirm the best way forward.
The project manager becomes ill or incapacitated	In the event that the project manager is absent for any reason a nominated deputy will manage the work, to be overseen by the IDR management team, and the OME will be informed of any changes. The team includes a named deputy [REDACTED] as well as researchers who are also experienced at project management. Should the nominated deputy also become incapacitated then IDR will provide the OME with a named replacement.



***PROJ14 Staff to Deliver**

Incomes Data Research (IDR) welcomes the opportunity to develop an approach for identifying suitable comparators and undertaking pay comparisons for prison service grades. We believe that our expertise and practical experience in assessing jobs and undertaking market pay comparisons means that we are well placed to produce an authoritative report that serves as a practical resource for staff of the review bodies. The project team combines highly-experience pay and reward analysts that produce outputs for non-specialists which are clear, concise and jargon-free, as well as presenting findings and providing opportunities for questions and further discussion.

About Incomes Data Research

IDR is an independent organisation specialising in pay and employment research established in 2015. As part of our regular work IDR is constantly conducting research among employers about their reward approaches, both in the public and private sectors.

Our consultants have previously undertaken research projects for the OME (including for individual review bodies) and this work has given us a solid understanding of the organisation and an appreciation of the organisation's research requirements.

Relevant examples of research undertaken for the OME by project members proposed for this project previously include:

- A guide to discrimination law and pay systems for the OME (September 2018)
- A review of the X-Factor components for the AFPRB, IDR (February 2018)
- Academies' approaches to teachers' pay for the STRB, IDR (October 2017)

And while employed at Incomes Data Services:

- A report examining seven-day working practices and payments covering a wide range of sectors for the NHSPRB, IDS (March 2015)
- Total Reward benchmarking examining pay, pensions and reward packages in public and privately managed prisons for the PSPRB, IDS (February 2015)
- Survey and case-study based research on pay progression practice in the private sector for the OME (November 2014)
- Case studies examining how a range of public, not-for-profit and private sector organisations set and manage the pay for senior leaders in roles broadly comparable to head and deputy head teachers for the STRB, IDS (July 2013)

These reports have also required presentations of the main findings to review body members, providing the opportunity for questions and discussion.

IDR has also undertaken similar work, adopting the same methodologies as proposed for this project, as follows:

- Comparison pay for pay, pensions and reward packages for staff in public and private sector prisons for the PSPRB
- Analysis of roles for the Fire Service
- Job evaluation and pay benchmarking covering police staff for the Police Federation of England and Wales
- Comparisons of pay for teachers for NASUWT across UK nations

Expertise of the project team

All members of the project team have been selected on the basis of their knowledge and experience. [REDACTED] will be the central point of contact for the OME and as project manager will have overall responsibility for co-ordination and delivery of the project. She will

be supported in this work by [REDACTED] offering a highly-experienced project team with three decades' experience in pay and employment research, as well as private sector HR experience.

All of the key project personnel began their careers at Income Data Services (IDS) and share common working principles: Independence, collaboration and openness to challenge. IDR was founded with the purpose of continuing to provide independent data and research on pay and benefits and our work continues to be shaped by internal discussions, knowledge-sharing and learning from past experience, as well as the needs of practitioners in different areas of the employment field. Furthermore, whilst we are highly experienced and knowledgeable about the issues, we understand the importance of being adaptable should issues or questions arise from the OME or individual review body members.

IDR is well-placed to conduct this review on behalf of the OME. Our staff have undertaken numerous projects which involve interrogation and interpretation of official datasets, and have a detailed understanding of the strengths and limitations of different data sources. We have extensive experience of undertaking desk research to unearth useful data sources and are highly experienced at speaking to data providers and other research and statistical bodies about their data. This includes special requests to the ONS to access unpublished data.

IDR will bring the following skills and experience to bear on this project:

- An understanding of public sector pay and the importance of this review and the pay review body process
- An understanding of the importance of the review body process for prison service staff in the absence of being able to take strike action
- Previous successful completion of projects for OME
- Researchers rather than merely consultants
- Approved Researcher status with the ONS, giving us access to unpublished data
- Expert knowledge of official statistics
- Experience of conducting and using surveys and interpreting data
- Established contacts with data providers
- Experienced statistical analysts/labour market economists
- Established methodologies for assessing jobs and for making pay comparisons
- Established project management and quality control processes.



