



Ipsos MORI Social Research Institute

27th March 2015

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Contract Number: CPD/004/109/090 (Lot 4)

CONTRACT AWARD LETTER

CONTRACT FOR NATIONAL EVALUATION OF THE EXPANDED TROUBLED FAMILIES PROGRAMME - LOT 4 QUALITATIVE WORK

1. The documents listed below form a binding contract (the "Contract") between Ipsos MORI with offices at - (the "Contractor") and the Secretary of State for the Department for Communities and Local Government ("DCLG"):

- (i) this Contract Award Letter;
- (ii) the Specification (Lot 4) attached at Annex A;
- (iii) the Conditions of Contract Parts A **and D** (read together) set out at Annex B;
- (iv) the Price Schedule attached at Annex C;
- (v) the Travel and Subsistence expenses for contracts attached at Annex D; and
- (vi) Your proposal, attached at Annex E and Annex F.

For the avoidance of doubt this Contract is for Lot 4 only. References in the documents to other Lots are included for information purposes only.

2. In the event of conflict between any of the documents forming the Contract, the conflict shall be resolved by giving precedence to the documents in the order set out above.
3. In consideration of the full and proper performance by the Contractor of this Contract and subject to the other terms of this Contract, DCLG shall pay the prices, rates and expenses specified in the price schedule.

Contract Term

4. Subject to any termination provisions within the Contract, the initial term of the Contract shall commence on 27th March 2015 (the "Effective Date") and shall terminate on 30th August 2020.
5. DCLG reserves the right to break the Contract at no additional cost at the following break points by giving the Contractor not less than 30 days written notice: the right to break will be available up to 31st March 2016, to take account of post-election spending decisions. Any Deliverables due after the break clause will be terminated at no additional cost to DCLG including any work that is partially complete.



Prices and Invoicing

6. The approved maximum cost for the pre-break term of the Contract is £192,625 (exclusive of Value Added Tax (VAT)). The approved maximum cost for the post-break term of the Contract (if applicable) is £301,370 (exclusive of VAT). Any additional work commissioned under the Flexible Component will be based on the daily rates provided in the Price Schedule (Annex C). The value of the Flexible Component will be capped at a maximum of £64,000 for the life of the Contract.
7. In the event that DCLG invoke the break clause they will honour cost and liabilities for Deliverables due to be delivered prior to the break only. Any Deliverables due after the break clause will be terminated without cost to DCLG including any work that is partially complete. A breakdown of the Deliverables pre and post the break point are detailed in the Specification at Appendix 6 – Deliverables.
8. All invoices are to be submitted to FSSD CIP Team, -.
9. Invoices must quote DCLG's Contract number and purchase order number and an appropriate description. Failure to do so may result in a delay in payment for which DCLG cannot be held responsible.
10. Invoices must also quote DCLG's vendor number. If the Contractor has not received a vendor number, the Contractor should complete a SAP7B form (available on request) and send it to DCLG's Commercial Representative.

Contract Representatives

11. DCLG's representatives for this Contract are:

Commercial Representative:

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- London Managed Services, Crown Commercial Service
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Contract Manager:

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12. The Contractor's representatives for this Contract are:

Contract Manager:

- Ipsos MORI Social Research Institute
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13. The Contractor's Key Personnel are as follows:

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Tax

14. DCLG may consult Her Majesty's Revenue and Customs (HMRC) for advice as to whether Schedule D or E tax applies to payments made under this Contract. The decision will be based upon the content of the Contract. Copies of the Contract may be submitted to HMRC. As there may be some delay before the decision is made, it may be necessary for DCLG to deduct tax from early payments under the Contract. Such tax will be refunded if HMRC advise that Schedule D tax applies.

Premises

15. The Premises where the Services are to be provided is as follows:

- Ipsos MORI Social Research Institute
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Execution

16. The Parties have executed and delivered this Contract as of the Effective Date.

Signed _____

Signed _____

Name _____

Name _____

Position _____

Position _____



Department for
Communities and
Local Government

Date _____

Date _____

for and on behalf of the
Secretary of State for the Department for
Communities and Local Government

for the Contractor

Please confirm acceptance of this Contract as soon as possible by signing and returning this document to:

- London Managed Services, Crown Commercial Service
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SPECIFICATION

NATIONAL EVALUATION OF THE EXPANDED TROUBLED FAMILIES PROGRAMME

Ref. CPD/004/109/090

1. Introduction

The Troubled Families Team in the Department for Communities and Local Government (DCLG) is commissioning an independent national evaluation of the expanded Troubled Families Programme. This evaluation aims to demonstrate impact; measure value for money; and evaluate the transformation of services and effectiveness of a family intervention approach.

The expanded programme is a cross-departmental ministerial priority. The evaluation is expected to run from March 2015 to April 2020, with a break clause at March 2016 to take account of post-election spending decisions. In the event that DCLG invoke the break clause they will honour cost and liabilities for deliverables due to be delivered prior to the break only. Any deliverables due after the break clause will be terminated without cost to DCLG including any work that is partially complete. A breakdown of the deliverables pre and post the break point are detailed in the Specification at Appendix 6 – Deliverables.

2. Background

The Troubled Families Programme aims to turn around the lives of families with multiple problems including crime, poor school attendance, anti-social behaviour, unemployment, and domestic violence and abuse. In doing so, the Programme aims to reduce the cost of these families to the public purse, including local authority budgets, welfare costs, the criminal justice system and the National Health Service.

In April 2012, the Government launched the current Troubled Families Programme: a £448 million payment-by-results scheme to incentivise local authorities and their partners to turn around the lives of 120,000 troubled families by May 2015 and change the way public services are delivered.

In June 2013, the Government announced plans to expand the Troubled Families Programme for a further five years from 2015/16 and reach an additional 400,000 families across England. £200 million has been committed to fund the first year of this five year Programme.

In addition to DCLG's own financial contribution, the Programme is funded through contributions from the Department for Education, Ministry of Justice, Department for Work and Pensions, the Home Office and the Department of Health. There is cross-departmental agreement that the expanded Programme should be subject to a robust national evaluation.



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The expanded Troubled Families Programme will retain the current Programme's focus on families with multiple, high cost problems and continue to include families affected by poor school attendance, youth crime, anti-social behaviour and unemployment. In addition, it will also reach out to families with a broader range of problems including those affected by domestic violence and abuse, with younger children who need help, where crime and anti-social behaviour problems may become intergenerational and with a range of physical and mental health problems.

To be eligible for the expanded Troubled Families Programme, each family must have at least two of the following six problems:

1. Parents and children involved in crime or anti-social behaviour.
2. Children who have not been attending school regularly.
3. Children who need help: children of all ages, who need help, are identified as in need or are subject to a Child Protection Plan.
4. Adults out of work or at risk of financial exclusion or young people at risk of worklessness.
5. Families affected by domestic violence and abuse.
6. Parents and children with a range of health problems.

For a full explanation of the programme's entry requirements and how the Payment-by-Results framework will operate see:

<https://www.gov.uk/government/publications/financial-framework-for-the-expanded-troubled-families-programme>.

The Government announced in the Budget 2014 that it would offer the highest performing areas (those that have 'turned around' the lives of the most families in the current Programme), the opportunity to start delivery of the expanded Troubled Families Programme early – during 2014/15. Fifty-one such areas have been identified and signed up to be part of the first wave of 'early starter' areas. These areas began delivery in September 2014 and are working intensively with the Troubled Families Team to implement and refine the operating model for the national roll out of the expanded Troubled Families Programme. A second wave of early starters began delivery in January 2015 (see Appendix 1).

A major evaluation is already in place to assess the impact of the current Troubled Families Programme. This is due to report in September 2015. Central to the current evaluation is the impact study which matches data from local authorities about individuals in Troubled Families to national administrative datasets held by Government Departments. This approach compares the outcomes of families who have received an intervention with individuals in families (i) before they started intervention; and (ii) who fell just short of eligibility for the programme. This project is known as the Troubled Families National Impact Study and is the biggest research data linking project in Whitehall. The current evaluation also includes a family survey (carried out at one time point, with an intervention and comparison group) and a programme of qualitative work including family and local authority case studies.



In addition, local authorities provide 'Family Monitoring Data' (FMD) which provides detailed information about the characteristics and problems of a random 10% sample of local authorities' troubled families. This includes information across a broad range of public service areas, including health, crime, education, worklessness, housing and child protection. For the expanded programme, DCLG will streamline the number of measures it asks local areas to collect for FMD and increase the data sets covered by the National Impact Study.

Local authorities also currently complete an online cost savings calculator. This incorporates unit costs information approved by HM Treasury and other Government Departments and has been tailored to focus on the fiscal, social and economic benefits of greatest relevance to the Troubled Families Programme. This tool enables local authorities to carry out local cost benefit analysis using a consistent and robust methodology.

One of the key learning points from the current Programme is about putting in place a robust evaluation as early as possible. This will make clear our expectations of local authorities from the start, thereby improving their ability to collect and provide the data required and to engage with the evaluation process. It should also improve the quality and completeness of the evidence provided.

Our ambition for the evaluation of the expanded programme is to build on learning from the current evaluation to gain a better understanding of the families that local authorities are working with, how services have been transformed and the impact of the Programme on families and public spending. The evaluation should streamline and consolidate existing data requests and systems as far as possible to reduce the data collection burden on families, local authorities and their partners.

For more information about the Troubled Families Programme see:
<https://www.gov.uk/government/policies/helping-troubled-families-turn-their-lives-around>

3. Objectives

The *objectives* of the evaluation are to assess:

- the impact of the programme on the lives of participating families;
- the fiscal, social, and economic benefits resulting from the programme;
- the level and form of service transformation driven by the programme; and,
- if and how the family intervention approach achieves change for families.

The evaluation will include:

- A process evaluation to provide evidence on service transformation/delivery and the experience of families in the programme;



- An impact evaluation to determine whether any changes in outcomes can be attributed to the programme, and;
- An economic evaluation to understand whether the programme provides value for money and delivers savings.

DCLG intend to conduct most of the analyses for the impact and economic evaluation in-house but require a contractor(s) to collect the necessary data, including the quantitative survey data and qualitative data, as well as link the administrative data.

More specifically the evaluation will provide evidence on the following:

1. **Parents and children involved in crime or anti-social behaviour** (e.g. the prevalence and reduction in serious organised crime, gang and youth violence, domestic violence related crime, alcohol and drug related crime, out of court disposals; child sexual abuse; and intergenerational crime and associations).
2. **Children who have not been attending school regularly.**
3. **Children who need help: children of all ages, who need help, are identified as in need or are subject to a Child Protection Plan** (e.g. the prevalence and reduction in risk factors for families including children who are considered 'children in need', on a Child Protection Plan and currently or formerly 'looked after', the impact of the programme on wider 'family functioning' (e.g. effective parenting, strength of family relationships).
4. **Adults out of work or at risk of financial exclusion or young people at risk of worklessness** (e.g. Employment, entrenched worklessness and their relationships with other problems).
5. **Families affected by domestic violence and abuse.**
6. **Parents and children with a range of health problems.**



4. Scope

The Programme is delivered via 151 upper tier local authorities¹ in collaboration with their local public service partners. It operates in England only.

This evaluation is expected to run from March 2015 to April 2020, with a break clause at the end of March 2016 to take account of post-election spending decisions. The Contractor has separated costings, providing information about the breakdown of these before and after the break point. DCLG will not be liable for any costs or other liabilities in relation to Deliverables required after the break point should DCLG break the Contract at this point. A breakdown of the Deliverables pre and post the break point are detailed in the Specification at Appendix 6 – Deliverables.

DCLG has commissioned contracts in line with the following work:

- **Lot 1** - A single consolidated **online data system** to collect, store and provide information about families and service transformation to support monitoring and evaluation of the programme across all local authorities. Details about this Lot are set out in this document **FOR INFORMATION ONLY. This part of the requirement will be competed using the Digital Marketplace Framework.** in the Contractors providing services relating to Lots 2, 3, and 4 may be called on, by DCLG, to input into the development i.e. the format, content etc, of the online data system. The cost of liaising with other Contractors is included in the pricing schedules under the 'Meetings' section. The Contractor is required to facilitate, where appropriate, linkages with their own ICT systems/infrastructure.
- **Lot 2** - A **trusted third party to link personal identifiers to administrative data held by government departments** and to link the administrative data to the two commissioned surveys.
- **Lot 3**
 - Section A - A **longitudinal family survey** to collect family data not held in national administrative systems for a nationally representative sample of families;
 - Section B - A **longitudinal Troubled Families Coordinator survey** to understand the characteristics of service transformation in local areas and how this changes during the lifetime of the programme.
- **Lot 4** - A **programme of qualitative work** to understand the level and form of service transformation achieved and the nature of family intervention working.

Some of the statistical analysis to assess the impact and the fiscal, social and economic benefits of the programme will be conducted in-house by DCLG analysts using an anonymised data extract from the online data system, linked administrative data and the family and coordinators survey provided by the Contractor. DCLG also hope to link the family case studies to the administrative and survey data.

The Contractors for each Lot will need to work with each other, DCLG, other government departments, and local authorities and their agencies.

¹ Isles of Scilly are not included in the expanded programme.



Conducting the research will require close liaison with staff in participating local authorities, especially Troubled Families Coordinators. Communication with local authorities shall be sensitively handled in collaboration with the Troubled Families Team at DCLG. The Contractor will need to consider competing burdens from other elements of the evaluation as well as wider information requests.

Further detail about each lot of the expanded Troubled Families Programme's evaluation is set out below. **This Contract is in relation to Lot 4.**

Lot 1: Online data system

Details relating to this Lot and its associated requirements are set out in this document FOR INFORMATION ONLY.

The single, consolidated online data collection system is integral to the evaluation. It will enable local areas to gather and submit the information needed to monitor the success of the programme in their local area and provide DCLG analysts with the information required to assess the overall impact of the programme. The system needs to be designed to collect, store and report information back on at least 400,000 families. This will be in excess of 1 million individuals.

The purpose of the new online data system is to upload and store individual and family level information collected at the point of assessment onto the expanded programme, provide information to the trusted third party who will link this information to administrative datasets, and provide the relevant information needed to support the monitoring and evaluation of the expanded Troubled Families Programme both at the local level and nationally. It shall streamline and consolidate existing systems to lessen the administrative and data collection burdens on local areas. It shall provide regular anonymised aggregate level reports to local areas to help them improve their services throughout the lifetime of the programme but ensure that individuals cannot be identified.

The Lot 1 Contractor will be provided with early scoping work carried out by DCLG at the start of the work. However, there are a number of **key mandatory requirements** from the outset:

- To align with DCLG's ICT Application Strategy, the application will be developed using NoSQL technology to allow it to sit on DCLG's Mark Logic based data warehouse solution.



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- The data warehouse solution sits within a Pan Government Accredited IL3 'Restricted' / 'Official Sensitive' level cloud hosted environment, currently provided by Vodafone. The application will therefore need to be capable of being accredited to the same level as it will upload and store sensitive personal individual data (Official-Sensitive). The system must apply robust controls and comply with the Data Protection Act see Section 9 of Appendix 4 of this Specification (Security).
- The system needs to be designed so it is user-friendly and minimises the amount of data input by local authorities.
- It shall be sufficiently flexible to enable local areas to collect information about the tailored measures and outcomes they have chosen to form part of their Troubled Families Outcomes Plans (see [Financial Framework](#) for further details).
- The system will also need to be able to integrate information already collected from 'early starter' areas (see Appendix 1 for a list of local authorities in the first two waves).
- It shall be compatible with existing data systems which track troubled families in local areas.
- The data collected needs to be valid and fit for purpose e.g. automatic error checking needs to be built into the system to ensure data input errors and missing data are minimised.

The Lot 1 Contractor will design and implement the online data system. They will need to maintain the system and provide guidance for users on how to use the system.

Specifically, this system shall be designed to:

- Record and securely store sensitive personal data on every individual assessed for the programme to track their outcomes via linkage to national administrative data sources (the variables being collected from local authorities as part of the current evaluation are set out in Appendix 2). Those assessed may not start the programme immediately or may not be eligible but will act as a comparison group for the impact analysis.
- Lessen the administrative burden of data collection by consolidating or linking to existing systems, including Family Monitoring Data, the online cost savings calculator, and the results claim process.
- Be flexible enough to allow areas to collect information about the measures and outcomes they have chosen. This may be an optional facility as some local authorities may choose to use alternative local systems for these purposes.
- Be developed following appropriate Government [Open Standards](#) principles including being compatible with both [open source](#) and proprietary licensed solutions and licensed on a royalty-free basis.



- Meet [Digital by Default Service Standard](#) which is a set of criteria for digital teams building government services. Meeting the standard will mean digital services are of a consistently high quality. This includes creating services that are easily improved, safe, secure and fulfil user needs.
- To provide for Role Based Access to allow local authorities to view and have access to the data they input into the system. This shall be segregated from other aspects of the consolidated database.
- Record whether, when being assessed, individuals have agreed for their records to be linked to other aspects of the evaluation such as the survey². The system shall only forward on the details of those individuals who have not opted-out of the data linking process. Local authorities will be responsible for ensuring families understand the purposes for which their data are being used and for compliance with the Data Protection Act, but a facility to record this shall be provided within the system.
- Collect a regular flow of information about the individuals and families on the programme to allow for monitoring of their progress.
- Record information about the local costs of providing support to individuals and their families by area to assess any savings and help local areas make the case for service transformation.
- Collect basic information about specific interventions in local areas to help determine their effectiveness.
- Provide regular online analysis and summary reports (at an appropriate level so as not to be disclosive) to help local areas continuously improve and shape their services during the programme.
- Provide technical support and guidance for local authorities and their agencies so they can use online data system and tailor it to their own local needs and requirements.
- Provide regular anonymised extracts of data to DCLG for evaluation and monitoring purposes.
- Be accessible to at least 151 data managers from local authorities and the Troubled Families Team.

DCLG officials are currently working with local authorities to set out which variables to collect for monitoring and evaluation purposes and shall be included in the online data system. Scoping work following conversations with local authorities will be shared with the Lot 1 Contractor as soon as they are in place.

² Local authorities will only submit data to the system on individuals who have agreed to share their data for the purpose of evaluating the programme.



The Lot 1 Contractor will assess the feasibility of the new online data system and establish a good understanding of user needs. This will involve scoping work with 'Early Starter' areas to understand compatibility with existing systems and to ensure data collection is streamlined and consolidated into a secure system which provides the relevant information needed for monitoring and evaluation.

The Lot 1 Contractor will need to explore, with support from DCLG, how best to maximise uptake of the online data system by local authorities. DCLG is already working with a range of areas (including both those who have advanced and less advanced systems already in place) to scope the requirements of new data system. This will include work with IT colleagues in local authorities to map existing systems and understand compatibility issues. The process of building a new system will begin from March 2015 onwards and a full system rolled out by December 2015 at the latest.

Government Policy states that IT solutions are required to comply with Open Standards. Government defines Open Standards as standards which:

- result from and are maintained through an open, independent process;
- are accredited/approved by a recognised specification or standardisation organisation, for example W3C or ISO or equivalent;
- are thoroughly documented and publicly available at zero or low cost;
- have intellectual property made irrevocably available on a royalty free basis, and;
- as a whole can be implemented and shared under different development approaches and on a number of platforms.

For more information, see link to Open Standards and licensing guidance.

<https://www.gov.uk/service-manual/making-software/open-standards-and-licensing.html>

The data, products and systems developed in the delivery of the contract relating to Lot 1 will be the property of DCLG. Data will be made available to use for secondary analysis in other studies.



Lot 2: Trusted Third Party Data Linking

To measure the outcomes of individuals and families participating in the programme, DCLG require a trusted third party to organise linking personal data (provided by local authorities through the online data system) to nationally held administrative datasets (e.g. Police National Computer). See Appendix 3 for a list of national administrative datasets and variables used for the current evaluation of the Troubled Families Programme.

DCLG require a trusted third party organisation (the Lot 2 Contractor) to transfer, hold and process the datasets on its behalf. For the avoidance of doubt, DCLG shall remain as the Data Controller and the legal custodian of the datasets.

The Lot 2 Contractor is contractually obliged to ensure that robust security standards are met for transferring, holding and processing the data in compliance with Data Protection Act 1998 Schedule 1, Principle 7. 1 (see Appendix 4 and Section 8: Security below. The Lot 2 Contractor is also responsible for preparing and cleaning the personal data of those assessed for the expanded programme to be sent to Government Departments (and the Health and Social Care Information Centre (HSCIC)) for linking to national administrative datasets.

The Lot 2 Contractor will have their system accredited by the DCLG System Accreditor II ICT systems that handle, store and process protectively marked information; undergo a formal risk assessment to identify and understand relevant technical risks; and undergo a proportionate accreditation process to ensure that the risks to the confidentiality, integrity and availability of the data, system and/or service are properly managed.

The Lot 2 Contractor is required to link the data provided by Government Departments to the survey data where consent has been provided. The Lot 2 Contractor will provide a technical report which will set out the methodology and document the number of records matched and the quality of this match. The impact and economic analysis will be carried out by DCLG analysts.

DCLG require the Lot 2 Contractor to:

- As required liaise with DCLG, and the supplier appointed to provide the services set out in Lot 1, to contribute to the design of the system and facilitate linkages with their own ICT systems/infrastructure as appropriate.
- Build on the learning from the current programme's National Impact Study to refine the guidance and support provided to local authorities for the collection of the personal data needed for this work. This shall be in the form of a user guide and an option for telephone support if necessary. The Contractor should assume that most telephone enquiries will be around format of data and will be in the early stages of the contract (e.g. the first two rounds of data collection), but that some limited support may be needed thereafter. The cost of providing this support is included in the pricing schedule.



- Use a secure data laboratory, which meets pan-Government security standards (see Appendix 4), to securely transfer, hold and process the personal data and the linked data.
- Use staff and personnel who have the relevant experience and skills, including handling sensitive individual level data and linking and cleaning administrative data, as well as policies and procedures in place for data security to meet pan-Government security standards required for the project.

Receive linked data from Government Departments and the HSCIC to be joined together and to prepare the returned linked data (to provide one anonymised, cleaned dataset of the linked data) to DCLG. DCLG intend to carry out two data linking exercises each year, but has yet to get agreement with each Department holding the data (see Appendix 3 for a list of datasets being used for the current evaluation).

- Work with DCLG to draft memorandums of understanding and a privacy impact assessment to gain agreement from other Government Departments and the HSCIC to use data held in administrative datasets. DCLG will draft these documents and the Lot 2 Contractor will be expected to review these and input information on IT and security procedures in place at their organisation.
- Hold the data electronically in a secure storage system for up to two years after the end of the Contract (until August 2022) to allow the data to be used for a potential longitudinal study. If this longitudinal study goes ahead, this will be subject to another contract to be determined in the future.
- The Lot 2 Contractor shall work closely with DCLG and other contractors to take forward other aspects of the evaluation, liaising regularly with DCLG and other contractors as well as attending bi-monthly meetings with DCLG commencing on the execution of the Contract in March 2015 as per the contract management arrangements (see Section 7: Contract Management Arrangements).

The intention is to archive the data from the administrative data linking exercise. DCLG will discuss this with the UK Data Archive to ensure the data would be handled appropriately. It is the responsibility of the Lot 2 Contractor to prepare the datasets to be archived and to save this in a cave file.



Lot 3

Section A Longitudinal Family Survey

It is not possible to measure all outcomes by linking programme data to national administrative systems. Some information such as anti-social behaviour and domestic violence data, physical and mental health, wellbeing and the families' experiences of services will only be collectable locally by trained researchers following the Government Social Research Ethics code. This will take the form of a longitudinal family survey to be undertaken by the Lot 3 Contractor.

This survey will be carried out face-to-face at entry to the programme and again at an appropriate second time point (to be agreed post contract-award with DCLG and to occur no earlier than January 2017 and no later than April 2020), enabling an assessment of the sustainability of the programme. The survey will comprise a nationally representative sample of families from across the programme with an appropriate counterfactual group of families.

The survey data will be linked with outcome data from administrative sources by the trusted third party for the in-house impact and economic analysis.

The Lot 3 Contractor will analyse the findings from the survey, including the impact analysis for this part of the evaluation and produce two reports of findings (at entry and a second time point).

Data collected from the survey will be linked by the Lot 3 Contractor to the National Impact Study and to case studies where relevant for analysis by DCLG. Consent from the individuals/families taking part in the surveys will be needed to link data sources together. Consideration shall be given as to how the survey data will be provided to DCLG. For example, this may be either directly with a unique identifier to link to administrative data or via the data collection system. The Lot 3 Contractor is expected to decide the best approach for this.

This part of the work shall include consideration of the following:

- Collecting information from a nationally representative sample of families on the programme. The Lot 3 Contractor will be required to capture information from a representative sample and justify their choice of sample size.
- A robust counterfactual: potential options include using Scottish or Welsh families, those on a waiting list or those not eligible. The Lot 3 Contractor will be required to justify their choice of counterfactual.
- Gaining consent from families both for taking part in the survey at two time points and for linking this survey data to administrative records as part of the impact study.



- Carrying out the interviews at the second time point - including consideration of the practical issues, such as reducing the attrition rate between the two survey points as well as a suitable time point for the second interview (the date of the second time point will be agreed post contract-award with DCLG). The current evaluation's family survey response rate is around 60 per cent.

Responsibility for ethical conduct of the survey lies with the Lot 3 Contractor. Safeguarding and child protection issues are a key concern for the Department .

The Lot 3 Contractor will refer to the Family Intervention Programme(FIP) evaluation to estimate the size of the treatment effect DCLG might expect and thus the necessary sample size to ensure sufficient statistical power. The FIP report is available here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/184031/DFE-RR174.pdf.

The average length of family intervention is on average around 12 months for an intensive intervention (e.g. frequent contact, low caseloads of 8 or below) and slightly less for a less intensive intervention (e.g. less frequent contact, larger caseloads of approx. 8-15). However, there is substantial variation across local authorities.

The Lot 3 Contractor will ensure questions used for the original evaluation and standardised questions from other surveys are incorporated where possible. This will allow the findings from the evaluation to be compared to other survey data such as the [English Housing Survey](#) prepared by DCLG and [Crime Survey](#) prepared by the Home Office. Questionnaire tools will be designed based on feedback from DCLG and other funding government departments. See Appendix 5 for a list of the topics covered in the family survey for evaluation of the initial Troubled Families Programme. The questionnaire for the survey element of the first evaluation will be made available to the successful tenderer.

Data collected from this survey will be linked by the Lot 3 Contractor to the National Impact Study and to case studies gathered as part of the qualitative element of the work. The Lot 3 Contractor will be required to gain consent from the individuals/families taking part in the survey to link data sources together.

For further background about the families on the current programme, see link to Understanding Troubled Families Report and an interim report of the results from the family monitoring data:

<https://www.gov.uk/government/publications/understanding-troubled-families>

<https://www.gov.uk/government/publications/national-evaluation-of-the-troubled-families-programme>



Section B Longitudinal Troubled Families Coordinator Survey

In order to help DCLG understand service transformation at local authority level, it is also necessary to collect information on the types and characteristics of different service models.

In order to quantify service transformation and quality, DCLG would like to commission the development and roll-out of an annual survey with all 151 Troubled Families Coordinators³. A key requirement is for the data collected to be quantifiable and amenable to statistical analysis. The survey will be based on questions tested and used by the original evaluation and on similar tools which seek to assess service quality. The aim is to ensure that the survey is valid and reliable. The survey will be carried out by the Lot 3 Contractor on an annual basis. The fieldwork for the first survey will be undertaken between June and September 2015.

The Lot 3 Contractor will analyse the results of the survey and produce annual reports to document service transformation. The first report will be delivered no later than December 2015. Thereafter the survey reports will be delivered annually no later than December of every year until 2019.

Data collected from this survey will be linked by the Lot 3 Contractor to the National Impact Study and to case studies gathered as part of the qualitative element of the work. The Lot 3 Contractor is required to gain consent from the individuals taking part in the survey to link data sources together.

Consideration shall be given as to how the data from both surveys will be linked to other sources to provide it to DCLG. For example, this may be either directly with a unique identifier to link to administrative data or via the data collection system. The Lot 3 Contractor is expected to decide the best approach for this.

The intention is to archive the data from the longitudinal surveys. DCLG will discuss this with the UK Data Archive to ensure the data would be handled appropriately. It is the responsibility of the Lot 3 Contractor to prepare the datasets to be archived in a csv format.

³ Troubled families coordinators operate at a senior level in local authorities to oversee the work of the programme.



Lot 4: A Programme of Qualitative Work

In order to understand how and why the Troubled Families Programme is making a difference to the lives of families, DCLG is commissioning a programme of principally qualitative research. This element of the national evaluation will seek to:

- Assess how local authorities have responded to the expanded programme and the extent and form of **service transformation**.
- **Understand the families** participating in the programme, their problems and how they relate to each other, and subsequent experiences of intervention.
- Understand how **family intervention and whole-family working** operates and, where successful, what features make it so.
- Understand the role of a practitioner delivering a family intervention approach and explore directions in **workforce development**.
- Assess the role, contribution, and impact of **Troubled Families Employment Advisors** (Jobcentre Plus secondees into local troubled families teams).
- Work closely with DCLG analysts and other contractors (particularly the longitudinal surveys) to inform these aspects of the evaluation.

The Deliverables for this Lot are detailed in Appendix 6 - Deliverables

The Lot 4 Contractor will identify families and other key individuals with help from the DCLG Troubled Families Team and Troubled Families Co-ordinator.

As a whole this element of the evaluation shall include the following features:

- **Service redesign and systems change:** DCLG is interested in ways in which services have been redesigned and systems have changed to improve the way in which troubled families are being targeted and supported in the expanded programme. DCLG require this element to take account of the views of local authority staff and local partners and stakeholders. This component shall work to understand the barriers and challenges, and opportunities and solutions, to implementing system transformation – and the difference the programme has made to resources in place to support and challenge Troubled Families.
- **Understanding families:** DCLG is interested in understanding new families participating in the programme, their histories, the set of challenges they currently face, how their problems relate to each other, and engagement with services. DCLG is also interested in following their experiences of intervention through its course to provide a rich understanding of how and why the programme has or hasn't worked from the perspective of families. This component shall include early work in the form of reports that describe the lives of families at the start of intervention.



- **Family intervention and whole family working:** DCLG anticipates a core feature of the expanded programme will be the continued use of family intervention principles and approaches to tackle the problems faced by troubled families. Whilst previous research has provided some knowledge of the successful features of family intervention approaches⁴, DCLG intend this component of the evaluation to explore how family intervention works for troubled families; why it can be successful (and why it may not be) in improving the lives of families; and explore issues such as sequencing (i.e. what order problems are addressed in and how that impacts on other problems).
- **The practitioner's role and workforce development:** The Troubled Families programme often employs the skills and approach of keyworkers or lead workers to deliver services based on family intervention approaches at a range of intensity. DCLG would like this component of the evaluation to deepen its understanding of the keyworker role and its development. Topics to cover shall include the characteristics, attributes and skills of keyworkers, professionalisation and training, supervision and support, as well as engagement with other agencies and the profile of the role. This component of the evaluation shall assess direction and development in local authorities and provide recommendations based on emerging findings.
- **Troubled Families employment advisors:** In the current programme, Department for Work and Pensions seconded over 150 Jobcentre Plus advisors into local authorities to support troubled families into work. Known as Troubled Families Employment Advisors (TFEAs), this additional resource and expertise has been widely welcomed and local authorities have reported its significant impact on employment outcomes. From April 2015, this resource will be increased to 300 Troubled Families Employment Advisors. DCLG would like the evaluation to look the role of TFEAs, their contribution to helping families on the road to work and perceptions of the impact they are having locally.
- **Flexible component:** This element of the work will include additional days to explore potential topics arising during the course of the programme that are worthy of further or more detailed investigation. It is likely to take the form of additional case studies and/or interviews (fieldwork), some analysis and report writing. The value of the Flexible Component will be based on the daily rates provided in the Price Schedule by the tenderer as part of their cost proposal. The scope and cost of any additional work commissioned under the Flexible Component will be agreed with the Troubled Families Team at DCLG prior to it being carried out. This element of the work will be capped.

Responsibility for ethical conduct of the case studies lies with the Lot 4 Contractor. Safeguarding and child protection issues are a key concern for the Department.

⁴ See for example: <https://www.gov.uk/government/publications/working-with-troubled-families-a-guide-to-evidence-and-good-practice>



5. Deliverables/Outputs and Performance Measures

The Lot 4 Contractor is expected to start work immediately. While the Government has in principle committed to fund Troubled Families Programme from April 2015 to March 2020, the funding package beyond April 2016 will be decided as part of post-election spending decisions. To reflect this, the Contract includes a break clause at the end of March 2016. Subject to the Spending Round process, it is envisaged that the Contract will run for five years and five months until August 2020.

The Contract price includes the full five year evaluation period (up to August 2020), but clearly differentiates costs and deliverables up until March 2016 from those beyond it. Some dates for delivery of outputs are yet to be agreed (to be confirmed by DCLG) – these will be agreed with DCLG post contract-award.

The Deliverables for each lot are attached in Appendix 6.

6. Key Dates

The duration of the Contract is no more than five years and 5 months from the Effective Date. The Lot 4 Contractor shall start work immediately. Some dates for delivery of Deliverables are yet to be agreed. These will be agreed with DCLG post contract-award.

Lot 1 Online Data System – FOR INFORMATION ONLY

- A fully tested system ready for national roll out by December 2015.

Lot 2 Trusted Third Party Linking

- Prepare and submit applications for access to administrative data (to Government Departments/HSCIC): **by Summer 2015**
- First wave of data obtained and linked, anonymised data extract: **(up to two per year) by February 2016.**
- Technical report: **by February 2016**
- Anonymised data extracts: **Up to 2 per year (August/February), final by February 2020**
- Technical report: **Spring/Summer 2020**



Lot 3 Section A - Longitudinal Family Survey

- Interviews (wave 1): **June - September 2015.**
- First Report: **By December 2015.**
- Interviews (wave 2): **see Deliverables table at Appendix 6.**
- Second report: **see Deliverables table at Appendix 6.**

Lot 3 Section B - Longitudinal Troubled Families Coordinator Survey

- Survey (wave 1) : **June - September 2015.**
- First Report: **By December 2015.**
- Survey (waves 2 – waves 5) : **see Deliverables table at Appendix 6.**
- Reports (waves 2 – waves 5) : **see Deliverables table at Appendix 6.**

Lot 4 Programme of Qualitative Work

- First wave fieldwork: **June - September 2015.**
- First report: **December 2015.**
- Subsequent waves of fieldwork: **Dates be confirmed between September 2016 and June 2020**
- Final Report: **By June 2020.**

Contractors should be aware that the contract is for the period of the whole evaluation (March 2015 to August 2020), but there is a break clause in the contract in March 2016. The Contract clearly details costs and Deliverables up to March 2016 and post March 2016 as set out in Annex C .

7. Contract Management Arrangements

At the first meeting after the award of the contracts, DCLG will agree suitable checks and review points to monitor progress and quality of on-going work and Deliverables.

The Contractor for each Lot will provide a brief update email on a **weekly** basis to the DCLG contract manager, detailing in particular any variation from the project plan described in the quotation document or revised project plan.

The DCLG project manager will maintain regular contact with the Contractor(s).



The Contractor(s) are required to liaise with each other on certain aspects of the work (e.g. the survey designers will need to liaise with the qualitative leads on content, contractors may input into the requirements for the IT system, etc). The Contract sets out the cost of **monthly** telephone conferences as listed in the price schedules.

The Contractor(s) are required to attend regular meetings at 2 Marsham Street in London and meetings with other organisations (these are included in the cost of the proposal). These are expected to be held **bi-monthly following the execution of the Contract in March 2015** and will be co-ordinated with project management group meetings where possible. Tenderers should also provide a unit cost for attending meetings.

The Contract also includes a cost for attending an annual stakeholder engagement meeting as listed in the price schedules.

A DCLG Deputy Director will chair a **project management group**, including representatives from each contractor involved in the different elements of the evaluation. This group will monitor the implementation of the evaluation and the timely delivery of all products to the required standard. This group will likely meet on **bi-monthly** basis following the execution of the Contract in March 2015.

The Troubled Families **Research Reference Group** is an independent group composed of experts with knowledge of issues facing families with multiple problems and those delivering services and/or research methods. The Contractor will attend the meetings to present findings on a **quarterly** basis. The initial meeting will be between April and June 2015. The purpose of the group is to:

- Provide Technical, expert views and advice to inform the evaluation.
- Quality assure findings from the evaluation ahead of publication.
- Help to find ways to maximise the impact of the findings on policy and practice.

The form and content of the findings will be agreed in consultation with the Troubled Families Team, the research reference group and representatives of co-funding government departments and local authorities to ensure maximum impact. DCLG anticipate that findings will be best presented through the use of presentations, summaries of findings, infographics and short interim reports. DCLG will also disseminate more detailed yearly reports, technical reports and a full report of the findings at the end of the evaluation.

DCLG analysis to assess the impact, fiscal, economic and social cost of the programme will also be subject to additional peer reviewed by an independent external expert, separate from the Troubled Families Research Reference Group.

The findings will be disseminated through the governance group, Troubled Families Coordinators Network, local authority representatives, other government department funders and the advisory group to ensure the results will be useful to key partners and disseminated and promoted widely to the sector. Any reports/documents associated with the project will be published on the DCLG website.



8. Security

Lot 1 and 2 of the evaluation will require the acquisition, storage, transfer, analysis and destruction of Official-Sensitive personal data on families and individuals. The Contractor(s) for these lots assures that all such data can and will be securely processed and stored in an accredited system which meets pan-Government security standards. This includes a clear technical explanation of how the organisation's systems meet the necessary security standards (see Appendix 4).

The Contractor also assures DCLG (the Data Controller) that they comply with the Departmental Security Standards (see Appendix 4)

Please see the [Cabinet Office Security Policy Framework](#) for more information on the Official-Sensitive classification.



Appendix 1: Expanded Troubled Families Programme: Local Authorities in Waves 1 and 2

There are 51 local authorities in Wave 1 and 62 in Wave 2. Wave 1 areas began delivery in September 2014. A second wave of early starters will begin delivery in January 2015.

Note that the ten boroughs of Greater Manchester (in bold) are effectively acting as one for the expanded programme. Isles of Scilly are not included in the expanded programme.

| Wave 1 early starters |
|------------------------------|
| Barking and Dagenham |
| Barnet |
| Bath and North East Somerset |
| Blackpool |
| Bolton |
| Bradford |
| Bristol |
| Bromley |
| Bury |
| Calderdale |
| Derbyshire |
| Dudley |
| Durham |
| Gateshead |
| Greenwich |
| Haringey |
| Hartlepool |
| Havering |
| Knowsley |
| Lambeth |
| Leeds |
| Leicestershire |
| Liverpool |
| Manchester |
| Merton |
| Middlesbrough |
| Newcastle upon Tyne |
| North Somerset |
| North Yorkshire |



| |
|-----------------------|
| Oldham |
| Oxfordshire |
| Plymouth |
| Poole |
| Redbridge |
| Redcar and Cleveland |
| Richmond upon Thames |
| Rochdale |
| Salford |
| Sheffield |
| South Gloucestershire |
| Southampton |
| Stockport |
| Surrey |
| Tameside |
| Trafford |
| Wakefield |
| Wandsworth |
| Warwickshire |
| West Berkshire |
| West Sussex |
| Wigan |

| |
|------------------------------|
| Wave 2 early starters |
| Barnsley |
| Bedford |
| Bexley |
| Blackburn with Darwen |
| Bracknell Forest |
| Brent |
| Brighton and Hove |
| Buckinghamshire |
| Cambridgeshire |
| Cheshire West and Chester |
| Coventry |
| Croydon |
| Darlington |
| Derby |



Department for
Communities and
Local Government

| |
|--------------------------|
| Dorset |
| East Riding of Yorkshire |
| East Sussex |
| Enfield |
| Essex |
| Gloucestershire |
| Halton |
| Hammersmith and Fulham |
| Hampshire |
| Herefordshire |
| Hounslow |
| Islington |
| Kent |
| Kingston upon Hull |
| Kirklees |
| Leicester |
| Lewisham |
| Lincolnshire |
| Luton |
| North East Lincolnshire |
| North Lincolnshire |
| North Tyneside |
| Northamptonshire |
| Northumberland |
| Nottingham |
| Nottinghamshire |
| Peterborough |
| Portsmouth |
| Sandwell |
| Sefton |
| Shropshire |
| Solihull |
| Somerset |
| Southend-on-Sea |
| St. Helens |
| Staffordshire |
| Stockton-on-Tees |
| Suffolk |
| Sunderland |
| Swindon |
| Telford and Wrekin |



Department for
Communities and
Local Government

| |
|------------------------|
| Walsall |
| Waltham Forest |
| Wiltshire |
| Windsor and Maidenhead |
| Wirral |
| Worcestershire |
| York |



**Appendix 2: Data collected for the current evaluation of the programme:
minimum data requirement from Local Authorities (these may be subject to
change)**

| | | |
|--|---|------------------|
| Basic information | Local Authority unique individual identifier (for LA use only) | Essential |
| | Family unit identifier | |
| | Forename(s) | |
| | Surname | |
| | Date of Birth (dd/mm/yyyy) | |
| | Gender | |
| | Postcode | |
| | Relation in family | |
| Eligibility for the Troubled Families programme | Date screened for eligibility (mm/yyyy) | Essential |
| | Met national criteria on x | |
| | Met local criteria on x | |
| Intervention | Intervention/near miss/waiting list | Essential |
| | Date started to receive support (mm/yyyy) | |
| | Intensity of support received (Intensive/ less intensive) | |
| | Early starter (w1/2)/ full roll-out | |
| | Date stopped receiving support from programme (mm/yyyy) | |
| Unique identifiers | NHS number (10-digit) | Desirable |
| | National Insurance number (9-character) | |
| | Unique pupil number (13-character) | |
| | School unique reference number (6-digit) | |
| | Police national computer number (13-character) | |



Appendix 3: Administrative data: datasets and variables used for the current evaluation

Variables from the National Pupil Database

| Variable name | Description |
|---|---|
| OnRoll APtype | Pupil Referral Unit Census/ Census of learners in alternative provision In pupil referral unit |
| EntryDate LeavingDate | Pupil Referral Unit Census Amount of time in pupil referral unit |
| AnyCasesOpen31March CINReferralDate CINClosureDate | Children in Need Census Whether classed as Children in Need |
| POC_START DATE_EPI_COMM DATE_EPI_CEASED CLA_31_MARCH CLA_6_MONTHS CLA_12_MONTHS | Child Looked After Return Whether child in care |
| POC_LENGTH | Child Looked After Return Length of time in care |
| EYFSP_TOTAL | Early Years Foundation Stage Profile Foundation Stage score |
| LEVXENGTA LEVXMATTA LEVXSCITA LEVXEMSTA | Key Stage 3 Achieved Level 5 or above (expected level) in KS3 English/Maths/Science/all 3 subjects Teacher Assessment. |
| APS | Key Stage 1 Average KS1 points score |
| LEVXSPLI LEVXREAD LEVXWRIT LEVXMAT LEVXSCI | Key Stage 1 Achieved Level 2 or above in KS1 Speaking and Listening/ Reading/Writing/Maths/Science |
| READPOINTS WRITPOINTS MATPOINTS SCIPOINTS | Key Stage 1 Reading/writing/maths/ science attainment point score. |
| UnauthorisedAbsence_Autumn TermlySessionsPossible_Autumn UnauthorisedAbsence_Spring TermlySessionsPossible_Spring UnauthorisedAbsence_Summer TermlySessionsPossible_Summer | School Census (pupil-level data) Proportion of time on unauthorised absences from school |
| UnauthorisedAbsence_Annual SessionsPossible_Annual UnauthorisedAbsence_3Term SessionsPossible_3Term | School Census (pupil-level data) Proportion of time absent |



| Variable name | Description |
|---|--|
| PersistentAbsentee_3Term | School Census (pupil-level data) Persistent absentee indicator during the academic year. |
| PersistentAbsentee15_3Term | School Census (pupil-level data) 15% Persistent absentee indicator during the academic year. |
| OverallAbsence_Autumn OverallAbsence_Spring OverallAbsence_Summer | School Census (pupil-level data) Number of absence sessions each term |
| OverallAbsence_Annual OverallAbsence_3Term | School Census (pupil level data) Number of absence sessions each year |
| LEVXENGTA LEVXMATTA LEVXSCITA LEVXEMSTA | Key Stage 2 Achieved Level 4 or above (expected level) in KS2 English/Maths/ Science/all 3 subjects TA. |
| PTSTNEWE | Key Stage 4 Total number of GCSE and equivalent points attained |
| AVPTSENT | Key Stage 4 Average points score per entry |
| Category_[n] StartDate_[n] | School Census (pupil-level data) Whether excluded from school on a permanent/temporary basis |
| SENprovisionMajor | School Census (pupil-level data) Pupil's major SEN provision group |
| PrimarySENtype | School Census (pupil-level data) Primary SEN type |
| SecondarySENtype | School Census (pupil-level data) Secondary SEN type |
| FSMeligible | School Census (pupil-level data) Eligible for free school meals |
| EVERFSM_3 | School Census (pupil-level data) Eligible for free school meals |
| ServiceChild | School Census (pupil level data) Child has parent(s) who are Service personnel serving in regular military units of all forces and exercising parental care and responsibility |
| Type_of_Setting NFTYPE ToE_CODE NEW_TYPE (KS4/KS5) | Early Years Census, Foundation Stage Profile, KS1, KS2, KS3, KS4 Type of setting |
| ENDKS YEARGRP | Key Stage 2, 4, 5 |



| Variable name | Description |
|---|--|
| VERSION | All datasets Data version |
| IDACI_S | School Census (pupil-level data) IDACI (Income Deprivation Affecting Children Indices) score derived from the pupil's postcode |
| Category_of_Provider | Early Years Census |
| Hours_At_Setting | Early Years Census Total number of hours that the child attends the provider per week |
| CVAAPS KS2APSG | Key Stage 2 KS2 average point score |
| URN | School Census (pupil-level data) School's unique reference number |
| AcademicYear | School Census (pupil-level data) Academic year |
| LanguageGroupMajor | School Census (pupil-level data) English as first language |
| EthnicGroupMajor | School Census (pupil-level data) Ethnicity |
| MonthOfBirth YearOfBirth | School Census (pupil-level data) Month and year of birth |
| AgeAtStartOfAcademicYear MonthPartOfAgeAtStartOfAcademi cYear | School Census (pupil-level data) Age in months and years at start of academic year |



Variables from the Police National Computer

| Variable name | Description |
|----------------------------|---|
| Courtcautiondate | Date of criminal convictions or cautions |
| Subsequent appearance date | Maximum Subsequent appearance date (this is final sentence date if more than one court appearance) |
| HOOffenceCode | Individual offence committed, based on the Home Office offence codes |
| HooffenceDescription | Individual offence committed, based on the Home Office offence codes (description of individual offences) |
| NewClass | Type of offence class committed (description) |
| Hodisposalcode | Lower level disposal code and description (to identify types of specific sentences) |
| Hodisposalcodedescription | |
| DisposalCategory | Type of disposal |
| DisposalDays | This is the length of the custodial sentences and also community sentences. |
| DisposalAmt | Amount for fines |
| Offence start date | Date on which the offence was committed |
| Courtcautionage | Age of offender at date of court caution |
| Sex | Sex |
| EthnicityDescription | Ethnic appearance grouping |
| Adjudicationcode | Whether disposal was caution or conviction |
| Isprimaryoffence | Primary offence on each sentencing or cautioning occasion |
| Isoffenceindictable | To distinguish between indictable and summary offences |
| Count of Co-offenderID | Number of co-offenders associated with each offence |
| Plea | To identify offences where the offender pleaded guilty |
| Police Force Area | To identify the police force area which dealt with the offence. |



Variables from the Work and Pensions Longitudinal Study

| Variable name | Description |
|--|--|
| cxbentyp | Benefit type |
| cdstart cdend | Start and end of benefit claim during and after participation, as well as prior to joining the programme. |
| cdpstart cdpend | Start and end date of a spell on a specific programme |
| prgmtype | Programme type |
| EMPLOYMENT_START_DATE EMPLOYMENT_END_DATE | Whether adults are in employment during the programme and before participating in the programme |
| lcode | Nature of health problem if on incapacity benefits |
| incapcity_code_2 | Nature of health problem if on ESA |
| TAX_YEAR | Tax Year P14 relates to |
| TOTAL_PAY | Total Pay for the Tax year in pounds |
| TOTAL_TAX | Total Tax for the Tax year in pounds |
| PREVIOUS_PAY | Pay received in previous employments for the tax year |
| PREVIOUS_TAX | Tax paid in previous employments for the tax year |
| PAY_THIS_EMPLOYMENT | Calculation, Total_Pay – Previous_Pay |
| TAX_THIS_EMPLOYMENT | Calculation, Total_Tax – Previous_Tax |
| DATE_OF_STARTING | The start date of this employment |
| DATE_OF_LEAVING | The end date of this employment |
| TAX_CREDITS | Tax credits paid in this employment |
| RIPENESS_FLAG | Whether all P14 data has been received for that citizen for that Year. |
| occpen | Whether income comes from occupational pensions |
| occpenflag | Whether P45 records relate to spells in receipt of occupational pensions rather than employment |
| benflag | Whether P45 records relate to benefit spells, rather than employment These can be systematically identified which allows users to exclude them from analysis |
| record_flag | a flag which identifies whether a record is the most recent set of details available for that employment spell from HMRC |
| date_of_extract | month of the P45 download that the specific record was received |
| date_p14_received | Date employer submitted record to HMRC |
| ccsex | Gender |
| ccethnic | Ethnicity |
| cddob | Date of birth |



Appendix 4: Departmental Security Standards

The Contractor will need to assure the Department (DCLG, the Data Controller) that they can comply with the Departmental Security Standards which include but are not limited to the following paragraphs – the term Departmental Data refers to Official-Sensitive Data collected for the evaluation:

1. The Contractor will adopt the UK Government Security Classification Scheme (GSCS) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification and Impact Level (individual level personal data is Official-Sensitive). (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the GSCS against it to ensure the correct controls are applied to the Departmental Data).
2. The Contractor will have in place and maintain physical (e.g. door access) and logical (e.g. identification and authentication) access controls to ensure only authorised access to Departmental Data.
3. The Contractor will have in place and maintain technical safeguards to protect Departmental Data, including but not limited to: Good Industry Standard anti-virus and firewalls; up-to-date patches for operating system, network device, and application software.
4. Any electronic transfer methods across public space or cyberspace must be protected via encryption which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme, and the method shall be approved by the Department prior to being used for the transfer of any Departmental Data.
5. Any portable removable media (including but not constrained to pen drives, memory sticks, CDs, DVDs, PDPs, USB devices) which handle, store or process in any way Departmental Data to deliver and support the service, shall be under the configuration management of the (sub-) Contractor(s) providing the service, shall be necessary to deliver the service, and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme.
6. All portable ICT devices (including but not limited to laptops, PDAs, smartphones) which handle, store or process in any way Departmental Data to deliver and support the service, shall be under the configuration management of the (sub-) Contractor(s) providing the service and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or been certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme.
7. Storage of Departmental Data on any portable devices or media shall be limited to the minimum required to deliver the business requirement.



8. Access by the Contractor's staff to Departmental Data shall be confined to those individuals who have a "need-to-know" and whose access is essential for the purpose of their duties. All employees with direct or indirect access to Departmental Data must be subject to pre-employment checks equivalent to or higher than the Baseline Personal Security Standard (BPSS): Details of the standard are available at the Cabinet Office website.
9. The Contractor must deliver services that are compliant with Data Protection Act and HMG Policy for Protecting Personal Data.
 - Any existing HMG accreditation including the body awarding accreditation; the scope of the accreditation; any caveats; date awarded and duration; residual risk statement. Evidence of accreditation will be required.
 - Progress in achieving HMG accreditation including whether documentation has been produced and submitted. If HMG accreditation is in progress the Contractor must state who the awarding organisation will be and date expected.
10. If no current HMG accreditation is held the Contractor will be required to undergo HMG accreditation by DfE Accreditor. In this case the Contractor must consider how they will support the production of the RMADS and necessary documentation. This will include obtaining the necessary professional security expertise for example CESG Listed Advisor Scheme (CLAS) as described in <http://www.cesg.gov.uk/servicecatalogue/CLAS/Pages/CLAS.aspx>
11. The Contractor shall provide details of the most recent IT Health Check conducted and submit the report to DCLG. If no IT Health Check has been carried out in the last year, or, if it has not been performed by a CHECK provider then the Contractor will be required to arrange for a CHECK IT Health Check; the scoping to be agreed with DCLG. In the event of significant issues being identified a follow up remediation test will be required.
12. An IT Health Check to be performed by a CHECK provider will further be required annually for the duration of the Contract. The results of which must be shared with DCLG.
13. If data is to be stored or hosted outside the UK then the Contractor must provide details. Equally, in the event of ICT management or support being performed from outside the UK this must be explicitly stated.



14. Departmental Data being handled in the course of providing this service must be segregated from other data on the Contractor's own IT equipment to protect the Departmental Data and enable it to be securely deleted when required. In the event that it is not possible to segregate the Departmental Data then the Contractor is required to ensure that it is stored in such a way that it is possible to securely delete the data in line with this clause.
15. At the end of the Contract or in the event of failure or obsolescence, all equipment holding Departmental Data must be securely cleansed or destroyed using a CESG approved product or method and in accordance with HMG standards. Where this is not possible e.g. for legal or regulatory reasons, or technical reasons such as where there is storage area network (SAN) or shared backup tapes then the Contractor must protect the equipment until the time (which may be long after the end of the Contract) when it can be securely cleansed or destroyed.
16. Any non-compliance with Departmental Security Standards, or any suspected or actual breach of the confidentiality or integrity of Departmental Data being handled in the course of providing this service, shall be immediately escalated to DCLG by a method agreed by both parties.
17. The Contractor shall contractually enforce all these Departmental Security Standards onto any third party suppliers, sub-contractors or partners who could potentially access Departmental Data being in the course of providing this service.
18. The Department reserves the right to audit the Contractor with 24 hours' notice in respect to the Contractor's compliance to the clauses contained in this Section.



Appendix 5: Topics included in the Family Survey for the current evaluation

The topics below were included in the face-to-face interviews with families. Topics 1-5 were asked by the interviewer and topics 6-16 were completed by interviewees using personal computers.

1. Household and Family Relationships
2. Tenure Security
 - a. Fallen behind with rent payments
 - b. State of repair
3. Employment and debt
4. Health and Well-being
 - a. A&E
 - b. Disability
5. Children's behaviour in school

Self-completion Questions

6. Malaise scale
7. Well-being
8. Alcohol use
9. Use of prescription and non-prescription drugs
10. Crime and ASB
11. Confidence handling problems
12. Family relationships (e.g. Dyadic Adjustment Scale (DAS))
13. Qualifications and Basic Skills
14. Ethnicity
15. Service Experience
16. Data linkage consent – to link with admin/Troubled Families Coordinator survey



Appendix 6: Contractor Deliverables

Pre Break Clause at the end of March 2016

| Lot | Deliverable | Deadline |
|--|---|---|
| Lot 1 – Online Data System (For information Only) | A feasibility report and presentation to Troubles Families Team (Scoping work) | By August 2015 |
| | A consolidated online data system to upload, store and provide the relevant information at both a local and national level | Roll out by December 2015 |
| | Guidance for local authorities in the form of a user guide | By December 2015 |
| | First anonymised extract of the linked data (in csv format) | By March 2016 |
| | Tailored non-disclosive report to local authorities | By March 2016 |
| Lot 2 – Trusted third Party | Contributing to the design of the system and facilitating linkages with own ICT systems/infrastructure | August/ September 2015 |
| | Refining guidance and support for the collection of personal data, including production of a user guide and telephone support | Summer 2015 (ongoing telephone support) |
| | Secure data laboratory to securely transfer, store and process personal and linked data | Throughout |
| | Provision of linked, anonymised data extracts from Administrative datasets Up to 2 per year (August/February) | February 2016 |
| | Input into Memorandum of Understanding and Privacy Impact Assessment | Summer 2015 |
| | Prepare and submit applications for access to administrative data (to Government Departments/HSCIC) | Summer 2015 |
| | Regular liaison with DCLG and other Contractors, including attending bi-monthly meetings with DCLG | Monthly/bi-monthly until 2016 |
| | Preparation of data for the UK Data Archive | March 2016 |
| | Linked Longitudinal survey data extracts to individual level data in administrative datasets | February 2016 |
| | Technical Report | February 2016 |



| Lot | Deliverable | Deadline |
|--|---|-------------------------|
| Lot 3 Section A – Longitudinal Family Survey | Propose a Sampling Frame | By May 2015 |
| | Design a survey questionnaire | By May 2015 |
| | Conduct first wave of Fieldwork | June – September 2015 |
| | Produce an analysis plan (short document) | By October 2015 |
| | Baseline report of survey findings (in Word) | By December 2015 |
| | Data extract to be linked to administrative data | By February 2016 |
| | Archive first survey results securely (in csv format) | By December 2015 |
| Lot 3 Section B – Troubled Families Co-ordinator Survey | Design survey questionnaire | By May 2015 |
| | Conduct first wave survey with Troubled Families Co-ordinators | June – September 2015 |
| | Produce an analysis plan (short document) | By October 2015 |
| | Produce first annual report of survey findings (in Word) | By December 2015 |
| | Data extract to be linked to administrative data | By January 2016 |
| | Archive Survey Results securely (in csv format) | By December 2015 |
| Lot 4 – Qualitative work | Propose a Sampling Frame | By May 2015 |
| | Topic guides | By June 2015 |
| | Conduct first wave of Fieldwork | June - September 2015 |
| | Produce first interim report (in Word) | By December 2015 |
| | Quarterly light-touch reports to DCLG (to allow feedback of findings to local authorities) (September, December, March) | First by September 2015 |



Post Break Clause

| Lot | Deliverable | Deadline |
|--|--|---|
| Lot 1 – Online Data System (For information Only) | Further anonymised extracts of the linked data (in csv format) | Up to 2 per year after March 2016 until August 2020 |
| | Tailored non-disclosive reports to local authorities | Up to 2 per year after March 2016 until August 2020 |
| Lot 2 – Trusted third Party | Telephone support for the collection of personal data | Throughout |
| | Secure data laboratory to securely transfer, store and process personal and linked data | throughout |
| | Additional electronic storage of data (for potential longitudinal study) | Until August 2022 |
| | Provision of linked, anonymised data extracts from Administrative datasets Up to 2 per year (August/February) | Throughout, final extract by February 2020 |
| | Regular liaison with DCLG and other Contractors, including attending bi-monthly meetings with DCLG | Monthly/bi-monthly until 2020 |
| | Preparation of data for the UK Data Archive | Final dataset March 2020 |
| | Linked Longitudinal survey data extracts, case studies to individual level data in administrative datasets | 2017-2020 |
| | Technical Report | Spring/Summer 2020 |



| Lot | Deliverable | Deadline |
|--|---|--|
| Lot 3 Section A – Longitudinal Family Survey | Second Wave Survey questionnaire | Date to be confirmed: between January 2017 and June 2020 |
| | Conduct second wave of fieldwork | Date to be confirmed: between January 2017 and June 2020 |
| | Follow-up report of survey findings (in Word) | Date to be confirmed: between January 2017 and June 2020 |
| | Second wave data extract to be linked to administrative data | Date to be confirmed: between January 2017 and June 2020 |
| | Archive second survey results securely (in csv format) | Date to be confirmed: between January 2017 and June 2020 |
| Lot 3 Section B – Troubled Families Co-ordinator Survey | Second-Fifth Wave Survey questionnaire | By June, annually |
| | Conduct second-fifth wave survey with Troubled Families Co-ordinators | June – September annually |
| | Produce an analysis plan | October, Annually |
| | Produce annual report of survey findings (in Word) | By December, annually |
| | Provide data extracts to be linked to administrative data | By January, annually |
| | Archive Survey Results securely (in csv format) | Final dataset by March 2020 |



| Lot | Deliverable | Deadline |
|---|--|---|
| Lot 4 – Qualitative work | Topic guides | Dates be confirmed between September 2016 and June 2020 |
| | Conduct subsequent waves of fieldwork | Dates be confirmed between September 2016 and June 2020 |
| | Produce 4 interim reports at (annual) intervals (in Word) | Annually by January each year |
| | Quarterly light-touch reports to DCLG (to allow feedback of findings to local authorities) | Annually by December each year |
| | Final Report | By June 2020 |

PART A – GENERAL CONDITIONS OF CONTRACT

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- A2. Interpretations
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- A31. Conflicts of Interest
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- A33. Governing Law
- A34. Entire Contract

A1. DEFINITIONS

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

“DCLG” means the Secretary of State for the Department for Communities and Local Government;

“Commercial Representative(s)” means the representative(s) of each Party for all commercial matters as named in the Contract;

“Confidential Information” means all information which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential (howsoever it is conveyed and stored), including commercially sensitive information, information which relates to the business, affairs,

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properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the DPA, together with all information derived from the above;

"Contract" means the contract between DCLG and the Contractor consisting of these Conditions of Contract and any other terms and conditions, schedules or documents (or parts thereof) specified by DCLG;

"Contract Manager(s)" means the representative(s) of each Party who manages the Contract, whose appointment and contact details shall be notified to the other Party in writing;

"Contractor" means the individual, firm or company with whom DCLG enters into the Contract;

"Contractor's Personnel" means all persons employed by the Contractor to perform the Contract together with the Contractor's servants, agents and sub-contractors used in the performance of the Contract;

"Day" means calendar day unless otherwise defined;

"DPA" means the Data Protection Act 1998 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Environmental Information Regulations" means 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 legislation;

"FOIA" means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Force Majeure" means any event or occurrence, beyond the Party's reasonable control, which is not attributable to any act or failure to take preventative action by the Party concerned including governmental regulations, fire, flood, acts of terrorism, war, pandemic or any other disaster. It does not include any industrial action occurring within the Contractor's organisation or within any sub-contractor's organisation;

"Information" has the meaning given under Section 84 of the FOIA;

"Intellectual Property Rights" means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country and the right to sue for passing off;

"Material Breach" means any fundamental breach of a term of this Contract or breach of a fundamental term of the Contract;

“Party” means a party to the Contract and “Parties” shall be construed accordingly;

“Persistent Breach” means any breach of the Contract continuously for 30 Days or more or a breach of the Contract that occurs on more than one occasion and for the avoidance of doubt includes inadequate performance;

"Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations.

A2. INTERPRETATIONS

A2.1 The Conditions of Contract shall take precedence over the other documents forming the Contract unless such documents include an express statement to the contrary.

A2.2 Unless the context requires otherwise, the masculine includes the feminine and the neuter and vice versa.

A2.3 Unless the context requires otherwise, the singular includes the plural and vice versa.

A2.4 The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.

A2.5 Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof. In the case of a statute or statutory provision, the reference shall also be construed as a reference to all subordinate legislation made under such statute or statutory provision.

A2.6 Reference to any person shall include all legal persons of whatever kind and however constituted.

A2.7 Reference to a Condition is a reference to the whole of that Condition unless stated otherwise.

A2.8 Reference to a Clause or Sub-Clause is a reference to a paragraph within a Condition unless stated otherwise.

A2.9 The headings to the Conditions are included for ease of reference and shall not affect their interpretation.

A3. WARRANTIES AND REPRESENTATIONS

A3.1 Without prejudice to any other warranties expressed in the Contract or implied by law the Contractor warrants and represents that:

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A3.1.1 it has full capacity and authority and all necessary consents, including where required the consent of its parent company, to enter into and to perform the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

A3.1.2 the Contract shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar instruments;

A3.1.3 it shall discharge its obligations hereunder with all due skill, care and diligence and in accordance with good industry practice;

A3.1.4 it owns, has obtained or shall obtain all the consents, licences, permits and approvals necessary for the Contractor to perform its duties under the Contract and shall comply with the terms of any such consents, licences, permits and approvals at all times. The cost of such consents, licences, permits and approvals shall be borne solely by the Contractor;

A3.1.5 the Contractor is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Contract.

A4. STATUS OF CONTRACT

A4.1 Nothing in the Contract shall be construed as or have the effect of creating a partnership, a contract of employment or a relationship of principal and agent between the Contractor or the Contractor's Personnel and DCLG.

A4.2 The Contractor shall not (and shall procure that the Contractor's Personnel do not) say or do anything that might lead any other person to believe that the Contractor or the Contractor's Personnel are acting as the partner, employee or agent of DCLG.

A4.3 The Contractor shall not (and shall procure that the Contractor's Personnel do not) hold themselves out as having authority to bind DCLG unless specifically permitted in writing by DCLG's Commercial Representative.

A5. AMENDMENTS AND VARIATIONS

A5.1 No amendment or variation to the Contract involving a change in rates or prices shall be valid unless it has first been agreed in writing or via email by both Commercial Representatives of the Parties in accordance with any change control procedures set out in the Contract. Any other amendment or variation to the Contract shall be valid once agreed in writing by both Contract Managers of the Parties. Anything undertaken by the Contractor which is not authorised by the Contract, or any agreed amendment thereto, shall be undertaken at the sole risk of the Contractor. In the event of an amendment or variation being agreed the Contract rates and prices shall be subject to a fair

and reasonable adjustment to be agreed between the Parties and recorded in writing.

A6. CONTRACT PRICES

- A6.1 In consideration of and subject to the full and proper performance by the Contractor of its obligations under the Contract DCLG shall pay to the Contractor the rates, prices and any expenses specified in the Contract.
- A6.2 All rates and prices are exclusive of Value Added Tax (VAT). If appropriate, VAT will be added at the relevant rate and will be shown as a separate net item on each invoice submitted.
- A6.3 Except where otherwise provided in the Contract, the amount payable to the Contractor for the performance of the Contract shall be inclusive of all costs, including but not limited to staff, facilities, equipment, materials and all other expenses incurred by the Contractor in discharging its obligations under the Contract.
- A6.4 Invoices shall be submitted to the invoice address specified in the Contract.
- A6.5 All pricing on all documentation including but not limited to any invoices shall be quoted in Sterling.
- A6.6 DCLG will make payment by BACS within 30 Days of receipt of a valid invoice or the date the invoice was due whichever is the later save where the invoice is disputed or where the Contractor fails to submit information in accordance with Clause A6.7 below. Payments arising under the Contract shall be made in Sterling. Late payment shall not constitute a fundamental breach of the Contract.
- A6.7 The Contractor will submit to DCLG such records as DCLG may reasonably require to enable DCLG to verify the information and the amounts referred to in that invoice.
- A6.8 Where the Contractor enters into a sub-contract for the purpose of performing its obligations under the Contract, it shall cause a term to be included in such sub-contract which requires payment to be made by the Contractor to the sub-contractor within a specified period not exceeding 30 Days from receipt of a valid invoice as defined by the sub-contract.
- A6.9 In the event that the United Kingdom joins the Economic and Monetary Union (and provided always that the exchange rate for conversion between Sterling and the Euro has been fixed), DCLG shall at any time thereafter upon one month's notice to the Contractor, be entitled to require the Contractor at no additional charge to convert the rates, prices and expenses from Sterling into Euros (in accordance with EC Regulation number 1103/97). The Contractor shall thereafter submit valid invoices denominated in Euros.
- A6.10 Any statute, enactment, order, regulation or other similar instrument not existing or any statute, enactment, order, regulation or other similar instrument modified which the Contractor would not have the opportunity to consider at the time of

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formulating its rates and prices and which is not reasonably foreseeable, may, at the discretion of DCLG cause the rates and price(s) to change.

A6.11 In performing its obligations under the Contract, the Contractor is prohibited from taking or seeking to take advantage of any particular taxation regime (including the use of any offshore tax haven) which will or may enable the Contractor to avoid liability for any taxation in the United Kingdom. In the event that the Contractor or the Contractor's Personnel or anyone acting on the Contractor's behalf (with or without its knowledge) breaches this Clause DCLG reserves the right to terminate the Contract by notice in writing with immediate effect and recover from the Contractor any loss resulting from such termination including the administrative costs of re-tendering the requirement and any difference in the rates or prices which DCLG may have to pay to a new contractor where such rates or prices are higher than the rates or prices payable under the Contract.

A7. RECOVERY OF SUMS DUE

A7.1 Without prejudice to DCLG's other rights and remedies wherever any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other agreement or contract with DCLG or with any other government department, office or agency.

A8. INDEMNITIES

A8.1 Subject to Clause A8.2 and without prejudice to any rights or remedies of DCLG the Contractor shall indemnify and keep indemnified DCLG, its servants and agents fully against all actions, claims, proceedings, damages, legal costs, expenses and any other liabilities whatsoever incurred by or made against DCLG, its servants or agents in respect of any loss or damage or personal injury (including death) arising out of, in respect of or in connection with the Contract.

A8.2 If:

- (a) all other contractors, sub-contractors or advisers engaged in connection with the performance of the Contract have provided contractual undertakings on terms no less onerous than those set out in these Conditions to DCLG in respect of the carrying out of their obligations; and
- (b) all such other contractors, sub-contractors or advisers have paid to DCLG such sum as it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage

the liability of the Contractor under Clause A8.1 shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of its responsibility for the loss or damage.

A8.3 The indemnity contained in Clause A8.1 shall not apply to the extent that the loss, damage or personnel injury (including death) is caused by the negligent or wilful act of DCLG, its servants or agents.

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A8.4 The Contractor shall indemnify and keep indemnified DCLG, its servants and agents fully against any tax, national insurance contributions or similar impost in respect of the Contractor's Personnel.

A8.5 DCLG undertakes not to make any claims against the Contractor's Personnel. The Contractor is vicariously liable for the actions of the Contractor's Personnel.

A9. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

A9.1 Without prejudice to any rights or remedies of DCLG the Contractor shall indemnify and keep indemnified DCLG, its servants and agents fully against all actions, claims, proceedings, damages, legal costs, expenses and any other liabilities whatsoever arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights arising out of, in respect of or in connection with the Contract except to the extent that the infringement or alleged infringement is due to material furnished or made available to the Contractor by DCLG. This indemnity covers claims concerning an actual or alleged infringement by DCLG if the infringement arises as a consequence of any actual or alleged infringement of an Intellectual Property Right by or on behalf of the Contractor.

A9.2 The Contractor shall immediately notify DCLG if any claim or demand is made or action brought against the Contractor for infringement or alleged infringement of any Intellectual Property Rights which may affect the performance of the Contract.

A9.3 DCLG shall immediately notify the Contractor if any claim or demand is made or action brought against DCLG for infringement or alleged infringement of any Intellectual Property Rights in connection to the Contract.

A9.4 Subject to the limitation on the indemnity in Clause A9.1 in respect of material furnished or made available to the Contractor by DCLG the Contractor shall at its own expense conduct any litigation arising therefrom and all negotiations in connection therewith and DCLG hereby agrees to grant to the Contractor exclusive control of any such litigation and negotiations.

A9.5 DCLG shall at the request and cost of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against DCLG or the Contractor for infringement or alleged infringement of any Intellectual Property Rights in connection with the performance of the Contract.

A9.6 DCLG shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by DCLG or the Contractor in connection with the performance of the Contract.

A10. INSURANCE

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- A10.1 The Contractor shall effect and maintain with an insurance company or companies acceptable to DCLG a policy or policies of insurance to provide a level of cover sufficient for all the matters which are the subject of the indemnities and undertakings on the part of the Contractor contained in the Contract and in accordance with any legal requirements for the time being in force.
- A10.2 Where the Contractor sub-contracts part of this Contract, the Contractor shall procure that any sub-contractor effects and maintains insurance to cover its liabilities under that sub-contract, but this shall not relieve the Contractor of any of his obligation and liabilities under the Contract.
- A10.3 Where, in compliance with Clause A10.1, the Contractor effects professional indemnity insurance, the insurance policy and any renewal shall cover liabilities under this Contract during the term of the Contract and for 6 years after the expiry or earlier termination of the Contract.
- A10.4 If requested, the Contractor shall provide a certificate evidencing the existence of such policies to DCLG, together with receipts or other evidence of payment of the latest premiums due under such policies.
- A10.5 If the Contractor fails to comply with this Condition A10 DCLG may make alternative arrangements necessary to protect its interest and may recover the costs of such arrangements from the Contractor.
- A10.6 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Contract.

A11. FORCE MAJEURE

- A11.1 If either Party becomes aware of circumstances of Force Majeure which give rise or which are likely to give rise to any delay in or failure to perform its obligations under the Contract it shall immediately notify the other Party by the most expeditious method available and shall inform the Party of the period which it is estimated that such delay or failure shall continue.
- A11.2 Neither Party shall be liable to the other Party if such delay or failure is due to Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform, or resume performance of, its obligations under the Contract for the duration of the Force Majeure. However, if any such event prevents the Contractor from performing all of its obligations under the Contract for a period in excess of 3 months, DCLG may terminate the Contract in writing with immediate effect.
- A11.3 The Contractor shall not be entitled to any payment for that part of the Contract which the Contractor was unable to perform as a result of Force Majeure.
- A11.4 The Contractor shall and shall procure that its sub-contractors maintain at all times a disaster recovery and business continuity plan, in accordance with good industry practice, in respect of a Force Majeure event or any other event which may affect the Contractor's ability to meet its obligations under the Contract (including loss of computer and business systems, loss or failure of

equipment, loss of utilities or premises, industrial relations problems, failures in the supply chain and loss of Contractor's Personnel). Such plans shall be delivered to DCLG on request. DCLG shall be entitled to make suggested changes to the plans which the Contractor, acting reasonably, shall consider and, after consultation and agreement with DCLG, put in place.

A12. CORRUPT GIFTS AND PAYMENTS

A12.1 The Contractor shall not receive or agree to receive from any person, or offer or give, or agree to give, to any employee, agent, servant or representative of DCLG any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with DCLG or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

A12.2 The Contractor shall not conspire with any person to do any of the acts mentioned in Clauses A12.1.

A12.3 The Contractor shall not enter into the Contract if in connection with it commission has been paid or is agreed to be paid to any employee, agent, servant or representative of DCLG by the Contractor or on the Contractor's behalf, unless before the Contract is made particulars of any such commission and the terms of any agreement for the payment thereof have been disclosed in writing to DCLG's Commercial Representative.

A12.4 In the event that the Contractor or the Contractor's Personnel or anyone acting on the Contractor's behalf (with or without its knowledge) breaches Clauses A12.1-A12.3 or commits an offence under the Prevention of Corruption Acts 1889 to 1916 DCLG reserves the right to terminate the Contract by notice in writing with immediate effect and recover from the Contractor any loss resulting from such termination including the administrative costs of re-tendering the requirement and any difference in the rates or prices which DCLG may have to pay to a new contractor where such rates or prices are higher than the rates or prices payable under the Contract and/or the amount or value of the gift, consideration or commission.

A12.5 Any decision of DCLG in relation to this Condition A12 shall be final and conclusive.

A13. DISCRIMINATION

A13.1 The Contractor shall not unlawfully discriminate directly or indirectly or by way of victimisation or harassment within the meaning and scope of any applicable law, enactment, order or regulation or other similar instrument relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment including, but not limited to, the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Disability Discrimination Acts 1995 and 2005, the Employment Equality Regulations and the Equal Pay Act 1970.

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A13.2 The Contractor shall take all reasonable steps to ensure the observance of Clause A13.1 by the Contractor's Personnel.

A13.3 Where the Contractor's Personnel are required to carry out activity alongside DCLG's employees or servants the Contractor shall ensure that the Contractor's Personnel comply with DCLG's employment policies and codes of practice relating to discrimination and equal opportunities.

A13.4 The Contractor shall notify DCLG's Contract Manager in writing as soon as it becomes aware of any investigation or proceedings brought against the Contractor in relation to unlawful discrimination in connection with the Contractor's performance of the Contract. The Contractor shall promptly provide DCLG access to any documents or information relevant to the investigation or proceedings and shall permit a representative from DCLG to attend any associated meetings. The Contractor shall impose on its sub-contractors obligations in substantially similar terms to those set out in this Clause A13.4.

A14. THIRD PARTY RIGHTS

A14.1 A person who is not a Party to the Contract shall have no right to enforce any of its provisions which expressly or by implication confer a benefit on him or her without prior written agreement of both Parties. This Condition does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and the provisions of this Condition do not apply to the Crown.

A15. ENVIRONMENTAL REQUIREMENTS

A15.1 The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Contract. In addition the Contractor shall comply with DCLG's environmental policies made available to the Contractor from time to time.

A15.2 In performing its obligations under the Contract the Contractor shall (to the extent applicable to the Contract):

A15.2.1 demonstrate low carbon resource efficiency, including minimising the use of energy, water, wood, paper and other resources;

A15.2.2 reduce waste;

A15.2.3 phase out the use of ozone depleting substances; and

A15.2.4 minimise the release of greenhouse gases (including carbon dioxide emissions), volatile organic compounds and other substances damaging to health and the environment.

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A15.3 All written work, including reports, in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer water and used on both sides where appropriate.

A15.4 Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Contract as may reasonably be requested by DCLG.

A15.5 The Contractor shall meet all reasonable requests by DCLG for information evidencing compliance with the provisions of this Condition A15 by the Contractor.

A16. NOTICES

A16.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

A16.2 Any notice or other communication pursuant to the Contract must be given in English by letter (sent by hand, first class post, registered post or by recorded delivery) or transmitted by facsimile or electronic mail (confirmed by letter in either case) to the address of the other Party set out in the Contract or as notified to the other Party from time to time. Provided the relevant notice or communication is not returned as undelivered, the notice or communication shall be deemed to have been given two working days after the day on which the letter is posted or four hours, in the case of letters handed over, facsimile transmission and electronic mail or sooner where the other Party acknowledges receipt of such notice or communication.

A17. CONFIDENTIALITY

A17.1 Each Party:

A17.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

A17.1.2 shall not disclose any Confidential Information belonging to the other Party to any other persons without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or where disclosure is otherwise expressly permitted by the provisions of the Contract.

A17.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from DCLG under or in connection with the Contract:

A17.2.1 is given only to such of the Contractor's Personnel engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for performance of the Contract;

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- A17.2.2 is treated as confidential and not disclosed (without prior approval) or used by the Contractor or any of the Contractor's Personnel otherwise than for the purposes of the Contract.
- A17.3 Where it is considered necessary in the opinion of DCLG, the Contractor shall ensure that the Contractor's Personnel sign a confidentiality undertaking prior to any involvement in the Contract.
- A17.4 The provisions of Clauses A17.1 to A17.3 shall not apply to any Confidential Information received by one Party from the other:
- A17.4.1 which is or becomes public knowledge (otherwise than by a breach of this Condition A17);
 - A17.4.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - A17.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - A17.4.4 which has been independently developed by the receiving Party without access to the Confidential Information;
 - A17.4.5 which must be disclosed pursuant to a legal obligation placed upon the Party making the disclosure including, but not limited to, obligations under FOIA and Environmental Information Regulations.
- A17.5 Nothing in this Condition 17 shall prevent DCLG:
- A17.5.1 disclosing any Confidential Information for the purposes of the examination and certification of DCLG's accounts or any examination pursuant to the National Audit Act 1983;
 - A17.5.2 disclosing any Confidential Information to any government department, office or agency or to any person engaged in providing any services to DCLG for any purpose relating to or ancillary to the Contract providing that in disclosing the Confidential Information DCLG discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
 - A17.5.3 disclosing any Confidential Information relating to the Contract, including payments made under the Contract, to the Office of Government Commerce or in accordance with the provisions of Condition A20.1.
- A17.6 Nothing in this Condition A17 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in the a

disclosure of Confidential Information or an infringement of Intellectual Property Rights.

A17.7 In the event that the Contractor fails to comply with this Condition A17, DCLG reserves the right to terminate the Contract by notice in writing with immediate effect and recover from the Contractor any loss resulting from such termination.

A17.8 The provisions of this Condition A17 are without prejudice to the provisions of the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989.

A17.9 Upon termination (for whatever reason) or expiry of the Contract, the Parties shall each return to the other any Confidential Information that it possesses at the time of termination or expiry, and dispose of any such Confidential Information as the other Party may reasonably direct.

A18. OFFICIAL SECRETS ACT

A18.1 The Contractor shall take all reasonable steps to ensure that the Contractor's Personnel are aware of the provisions of the Official Secrets Acts 1911 to 1989 and Section 182 of the Finance Act 1989, and understand that these provisions apply during and after the Contract.

A19. DATA PROTECTION

A19.1 For the purposes of this Condition A19, the terms "Personal Data", "Data Processor", "Data Subject" and "Data Controller" shall have the meaning prescribed under the DPA.

A19.2 The Contractor undertakes to abide and procure that the Contractor's Personnel abide by the provisions of the DPA and the Contractor shall co-operate with DCLG to enable DCLG to discharge its obligations under the DPA and shall not perform its obligations under the Contract in such a way as to cause DCLG to breach any of its applicable obligations under the DPA.

A19.3 The Contractor shall:

A19.3.1 process the Personal Data only in accordance with instructions from DCLG (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by DCLG to the Contractor during the term);

A19.3.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body and under no circumstances may such data be processed by the Contractor for any other purpose;

A19.3.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal

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Data and having regard to the nature of the Personal Data which is to be protected;

- A19.3.4 take reasonable steps to ensure the reliability of any Contractor's Personnel who have access to the Personal Data;
- A19.3.5 obtain prior written consent from DCLG in order to transfer the Personal Data to any sub-contractors for the provision of the Services;
- A19.3.6 ensure that all Contractor's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition A19;
- A19.3.7 ensure that none of Contractor's Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by DCLG;
- A19.3.8 notify DCLG (within seven Days) if it receives:
 - A19.3.8.1 a request from a Data Subject to have access to that person's Personal Data; or
 - A19.3.8.2 a complaint or request relating to DCLG's obligations under the DPA.
- A19.3.9 provide DCLG with full cooperation and assistance in relation to any complaint or request made, including by:
 - A19.3.9.1 providing DCLG with full details of the complaint or request;
 - A19.3.9.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with DCLG's instructions;
 - A19.3.9.3 providing DCLG with any Personal Data it holds in relation to a Data Subject (within the timescales required by DCLG); and
 - A19.3.9.4 providing any information requested by DCLG.
- A19.3.10 permit DCLG (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by DCLG to enable it to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

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- A19.3.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by DCLG); and
- A19.3.12 not process Personal Data outside the European Economic Area without the prior written consent of DCLG and, where DCLG consents to a transfer, to comply with:
 - A19.3.12.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by providing an adequate level of protection to any Personal Data that is transferred; and
 - A19.3.12.2 any reasonable instructions notified to it by DCLG.
- A19.3.13 notify DCLG, as soon as the Contractor becomes aware, of any accidental disclosure of Personal Data in breach of this Condition 19.
- A19.4 Without prejudice to Clauses A19.1, A19.2 and A19.3, the Contractor shall:
 - A19.4.1 only accept instructions in respect of data processing from DCLG;
 - A19.4.2 adopt all technical and organisational measures necessary to protect all Personal Data processed by the Contractor on behalf of DCLG against unauthorised or unlawful processing, accidental loss, damage or destruction;
 - A19.4.3 ensure that all Contractor Personnel involved in data processing are suitable for the task and are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition A19.
- A19.5 With respect to the Parties' rights and obligations under the Contract, the Parties agree that the Secretary of State is the Data Controller and that the Contractor is the Data Processor. The Data Controller's nominated representative for the purposes of the DPA is DCLG's Data Protection Officer.
- A19.6 Where Personal Data is held or acquired by DCLG in relation to this Contract DCLG shall use such Personal Data only for purposes relating directly to:
 - A19.6.1 the management and performance of this Contract by the Contractor;
 - A19.6.2 the provision by DCLG of references within DCLG and to other government departments, offices or agencies; and
 - A19.6.3 any other purpose required by law.
- A19.7 The Contractor hereby agrees and shall procure from any Contractor Personnel agreement to the publication by DCLG in any format of the

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following Personal Data: name and contact details. The Contractor shall provide a copy of any relevant consent to DCLG on request.

A19.8 If, having regard to the circumstances in which DCLG processes such Personal Data, DCLG requires the Contractor or any Contractor Personnel to provide additional information to enable DCLG to process that Personal Data fairly it shall notify the Contractor in writing and the Contractor shall provide or procure the additional information within 7 days of receipt of the request.

A20. PRODUCTION AND RETENTION OF DOCUMENTATION

A20.1 The Contractor shall produce such accounts, documents (including working documents), records and management information relating to this Contract as DCLG may reasonably request at any time during this Contract. Where requested by DCLG, the Contractor shall provide management information to the Office of Government Commerce and the Contractor hereby consents to the Office of Government Commerce:

A20.1.1 storing and analysing such management information and producing statistics; and

A20.1.2 sharing the management information or any statistics produced with any government department, office or agency.

A20.2 The Contractor shall be responsible for the accuracy of all such accounts, documents (including working documents) and records supplied to DCLG by the Contractor and shall pay DCLG any extra costs occasioned by any discrepancies, errors or omissions therein.

A20.3 The Contractor shall keep and maintain until six years after the Contract has been completed and/or terminated, or as long a period as may be agreed between the Parties, accounts, documents and records to the satisfaction of DCLG of the Contract and all expenditures which are reimbursable by DCLG.

A20.4 The Contractor shall on request by DCLG and at no extra cost afford DCLG or any representative of DCLG such access to those accounts, documents and records as may be required by DCLG and shall provide reasonable assistance during the term of the Contract for the purpose of carrying out any audit of the Contractor's compliance with the Contract.

A20.5 If any audit reveals an error or incorrect charge in any invoice relating to the Contract, an appropriate correcting payment or credit shall be promptly made either by DCLG or the Contractor respectively.

A20.6 The right to these accounts, documents and records shall not apply to the extent that an examination would cause the Contractor to breach confidentiality obligations to other clients.

A20.7 For the purpose of the examination and certification of DCLG's accounts, or any examination pursuant to the National Audit Act 1983, of the economy, efficiency and effectiveness with which DCLG has used its resources, the Contractor shall allow the Comptroller and Auditor General to examine such documents as he may reasonably require which are owned, held or otherwise within the control of

the Contractor and may require the Contractor to provide such oral and/or written explanations as the Comptroller or Auditor General considers necessary. This Clause A20.7 does not constitute a requirement or contract for the examination, certification or inspection of the accounts of the Contractor under the National Audit Act 1983.

A21. FREEDOM OF INFORMATION

A21.1 The Contractor acknowledges that DCLG is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with DCLG (at the Contractor's expense) to enable DCLG to comply with its Information disclosure requirements.

A21.2 The Contractor shall and shall procure that its sub-contractors shall:

A21.2.1 transfer to DCLG any Request for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information;

A21.2.2 provide DCLG with a copy of all Information in its possession or power in the form that DCLG requires within five working days (or such other period as DCLG may specify) of DCLG requesting the Information; and

A21.2.3 provide all necessary assistance as reasonably requested by DCLG to enable DCLG to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

A21.3 DCLG shall be responsible for determining at its absolute discretion whether any Information is exempt from disclosure under the FOIA or the Environmental Information Regulations.

A21.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by DCLG.

A21.5 The Contractor acknowledges that DCLG may under the FOIA or the Environmental Information Regulations be obliged to disclose Information:

A21.5.1 without consulting with the Contractor; or

A21.5.2 following consultation with the Contractor and having taken its views into account.

A21.5 The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit DCLG to inspect such records as requested from time to time.

A22. RIGHT TO PUBLISH AND PUBLICITY

A22.1 The Parties agree that, except for any information in the Contract which would be exempt from disclosure under the provisions of the Freedom of Information Act 2005 (FOIA) or under the Environmental Information Regulations 2004 (EIR), the content of the Contract is not Confidential Information. DCLG shall, in its absolute discretion, determine whether any of the content of the

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Contract would be exempt from disclosure in accordance with the provisions of the FOIA or the EIR. The Contractor hereby agrees that, notwithstanding any other term of the Contract, DCLG may publish the Contract in its entirety to the general public including any agreed changes to the Contract, having first redacted any information which would be exempt from disclosure under the provisions of the FOIA or EIR, before such publication.

- A22.2 DCLG will discuss with the Contractor its proposed decision with regard to whether any information should be redacted in accordance with these provisions before publication of the Contract and will consider any representations made by the Contractor with regard to the extent of the redaction, if any, but the final decision as to both redaction and publication will be for DCLG alone to make.
- A22.3 The Contractor shall assist and cooperate with DCLG (at the Contractor's expense) to enable DCLG to publish this Contract in a timely manner.
- A22.4 Neither the Contractor nor the Contractor's Personnel shall make any press announcements or publicise the Contract or any part thereof in any way, without the prior consent in writing of DCLG upon such terms as may be agreed.

A23. TERMINATION ON CHANGE OF CONTROL AND INSOLVENCY

- A23.1 DCLG may terminate the Contract with immediate effect by notice in writing to the Contractor (or the Contractor's representative in the event of A23.1.7) where:
- A23.1.1 the Contractor or its parent company or ultimate parent company undergoes a change of control, within the meaning of Section 416 of the Income and Corporation Taxes Act 1988; or
 - A23.1.2 the Contractor is an individual and a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor, or the Contractor makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if a trustee in bankruptcy or a supervisor under an individual voluntary arrangement is appointed to manage the Contractor's affairs; or
 - A23.1.3 the Contractor is a company and the company passes a resolution for winding up or dissolution (otherwise than exclusively for the purposes of and followed by an amalgamation or reconstruction) or an application is made for an administration order in relation to it, or any party gives or files notice of an intention to appoint an administrator of it or such an administrator is appointed, or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager or supervisor or provisional liquidator is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or

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- A23.1.4 the Contractor is a firm, or a number of persons acting together in any capacity and any event in Sub-Clauses A23.1.2 or A23.1.3 occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or
 - A23.1.5 the Contractor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
 - A23.1.6 any similar event occurs within the United Kingdom under the law of any other jurisdiction; or
 - A23.1.7 the Contractor is an individual and he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
 - A23.1.8 the Contractor is an individual and he suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of his business.
- A23.2 The Contractor (or the Contractor's representative in the event of A23.1.7) shall notify DCLG in writing immediately upon the occurrence of any of the events mentioned in Clause A23.1.
- A23.3 In relation to Sub-Clause A23.1.1 DCLG may only exercise its right to terminate under Clause A23.1 where there are reasonable grounds for DCLG to do so within six months of a change of control and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs.

A24. TERMINATION ON DEFAULT

- A24.1 DCLG may at any time by notice in writing terminate the Contract with immediate effect if the Contractor or the Contractor's Personnel is deemed to have committed a Material Breach of the Contract and:
- A24.1.1 the Material Breach is capable of remedy and the Contractor or the Contractor's Personnel shall have failed to remedy the Material Breach within 30 Days of being required by DCLG in writing to do so; or
 - A24.1.2 the Material Breach is not capable of remedy.
- A24.2 Without prejudice to the provisions of Clause A24.1, where DCLG considers that the Contractor or the Contractor's Personnel has committed a Persistent Breach, DCLG shall be entitled to serve a notice on the Contractor:
- A24.2.1 specifying that it is a notice of Persistent Breach;
 - A24.2.2 giving sufficient details of the Persistent Breach to enable the Contractor to identify the same; and
 - A24.2.3 stating that such breach is a breach which, if it recurs or continues, may result in a termination of the Contract.

A24.3 If 30 Days after service of a notice of Persistent Breach as described in Clause A24.2, the Contractor or the Contractor's Personnel has failed to demonstrate to the satisfaction of DCLG that the breach specified has not recurred or continued and that the Contractor or the Contractor's Personnel has put in place measures to ensure that such breach does not recur, then DCLG may deem such failure to be a Material Breach not capable of remedy for the purposes of Clause A24.1 and may terminate this Contract under the provisions of that Clause.

A25. CONSEQUENCES OF TERMINATION AND EXPIRY

A25.1 Any expiry or termination of the Contract howsoever arising shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to DCLG and shall not affect the continued operation of Conditions A1, A2, A3, A4, A7, A8, A9, A10, A14, A16, A17, A18, A19, A20, A21, A22, A25, A26, A29, A30, A31, A33 and A34.

A25.2 Without prejudice to any other rights or remedies of DCLG, in the event of termination of the Contract as provided by Condition A23 or A24, DCLG shall be entitled to either accept receipt of, or decline to receive any part of the Contract already completed by the Contractor but not yet paid for by DCLG and to engage an alternative contractor to undertake the outstanding balance of the Contract. The Contractor shall indemnify DCLG against all reasonable costs incurred in doing so. Such costs shall include the administrative costs of re-tendering the requirement and any difference in the rates or prices which DCLG may have to pay to the new contractor where such rates or prices are higher than the rates or prices payable under the Contract.

A25.3 In the event that DCLG accepts receipt of any part of the Contract already completed by the Contractor but not yet paid for by DCLG, DCLG shall pay to the Contractor a reasonable charge for the partially completed Contract.

A25.4 Prior to or upon expiry or termination of the Contract for any reason, the Contractor:

A25.4.1 shall, at no cost to DCLG, promptly provide such assistance and comply with such timetable as DCLG may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or termination of the Contract,

A25.4.2 shall comply with any reasonable direction by DCLG as to which of its obligations to perform as a priority under the Contract during the notice period;

A25.4.3 shall not knowingly do anything, or make any omission, which may adversely affect the orderly transfer of responsibility upon the expiry or termination of the Contract; and

A25.4.4 shall deliver up to DCLG and/or destroy all Confidential Information pursuant to Clause A17.9.

A26. DISPUTE RESOLUTION

A26.1 Any dispute arising out of or in relation to the Contract shall be notified in the first instance to the Contract Managers of the Parties who will attempt in good faith to resolve the dispute through negotiations. Where the dispute cannot be resolved by the Contract Managers of the Parties within one month or such other period as is agreed between the Parties in writing, either Party may refer the dispute to senior representatives of the Department and/or the Contractor for further negotiations.

Mediation

A26.2 If the dispute cannot be resolved by the Parties within one month or such other period as is agreed between the Parties in writing pursuant to Clause A26.1, DCLG may refer the dispute to mediation. If the dispute is referred to mediation neither Party shall be entitled to commence or pursue any legal proceedings until the mediation procedure has been exhausted.

A26.3 The mediator shall be appointed by agreement between the Parties, or in the event of a failure to agree within 7 Days or if the agreed mediator is unable or unwilling to act, the mediator shall be appointed by the Centre for Effective Dispute Resolution (“CEDR”).

A26.4 The Parties shall within 7 Days of the appointment of the mediator meet with the mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations.

A26.5 Unless otherwise agreed in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

A26.6 If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

A26.7 If the Parties fail to reach agreement within 60 Days of the mediator being appointed, or such longer period as the Parties may agree, then any dispute between them may be referred to the courts unless DCLG at any time before the court proceedings are commenced serves a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clauses A26.9-A26.11.

A26.8 If the Contractor intends to commence court proceedings, it shall serve written notice on DCLG of its intentions and DCLG shall have 21 Days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause A26.9-A26.11.

Arbitration

A26.9 A sole arbitrator shall be agreed between the Parties or in the event of a failure to agree within 5 Days of the referral to arbitration or if the agreed arbitrator is

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unable or unwilling to act, the arbitrator shall be appointed by the London Court of International Arbitration ("LCIA").

A26.10 Any arbitration shall be governed by the provisions of the Arbitration Act 1996 and the LCIA procedural rules in force at the date the dispute was referred to arbitration.

A26.11 The arbitration proceedings shall take place in London, in the English language and shall be governed by and interpretations made in accordance with English law.

A26.12 The fees of the mediator or arbitrator shall be borne by the Parties in the proportion as shall be determined by the mediator or arbitrator respectively having regard to all pertinent matters, including the conduct of the parties.

A26.13 Nothing in this Condition A26 shall prevent either Party from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

A27. CONTINUATION OF CONTRACT IN EVENT OF DISPUTES

A27.1 If any dispute of any kind whatsoever arises between the Parties in connection with or arising out of the Contract the Contractor shall at DCLG's discretion continue to perform the Contract with all due diligence pending settlement of the dispute.

A28. TRANSFER AND SUB-CONTRACTING

A28.1 The Contractor shall not assign, novate, sub-contract, charge or otherwise dispose of the Contract or any part of the Contract without the prior written consent of DCLG which shall not be unreasonably withheld.

A28.2 The Contractor shall ensure that any sub-contractor complies with the Conditions of this Contract, so far as they are applicable. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Contract.

A28.3 Where DCLG has consented to the placing of sub-contracts, the Contractor shall, on request by DCLG and within a reasonable time, send copies of the sub-contracts to DCLG.

A28.4 Without prejudice to any entitlement to transfer its rights and obligations pursuant to a statutory transfer (which shall be governed by the terms set out therein), DCLG shall be entitled to assign, novate or otherwise dispose of the Contract to any public sector body or any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by DCLG at no cost to DCLG or its successor provided that where any such assignment, novation or other disposal increases the burden of the Contractor's obligations under the Contract, the Contractor shall be entitled to such charges as may be agreed in writing between DCLG's Commercial Representative and the Contractor to compensate for such additional burdens.

A29. SEVERABILITY

A29.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, DCLG and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

A30. WAIVER

A30.1 Any delay, neglect or forbearance on the part of either Party in enforcing against the other Party any provision of the Contract shall neither be nor be deemed to be a waiver or in any way prejudice any right or remedy of that Party under the Contract and shall not cause any diminution of the obligations established by the Contract.

A30.2 A waiver shall not be effective unless it is expressly stated in writing to be a waiver and is signed by the Party waiving the right or remedy.

A30.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy from any other or subsequent breach of Contract.

A31. CONFLICTS OF INTEREST

A31.1 The Contractor shall use all reasonable endeavours to ensure that neither the Contractor nor any of the Contractor's Personnel is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or such persons and the duties owed to DCLG under the provisions of the Contract. The Contractor will disclose to DCLG full particulars of any such conflict of interest which may arise.

A31.2 If, in the reasonable opinion of DCLG, a conflict of interest arises then the Contractor shall take all necessary measures as are required by DCLG to resolve the conflict of interest or alleviate its effect, at the Contractor's expense.

A31.3 If a resolution of the conflict of interest is not possible then without prejudice to any rights or remedies of DCLG, DCLG shall have the right to terminate the Contract with immediate effect and recover from the Contractor any loss resulting from such termination.

A31.4 Where DCLG is of the opinion that a conflict of interest which existed at the time of the award of the Contract could have been discovered by a competent contractor and ought to have been disclosed by the Contractor, DCLG may terminate the Contract immediately and, without prejudice to any other rights,

recover from the Contractor the amount of any loss resulting from such termination.

A32. ADDITIONAL CLAIMS

A32.1 No claims for additional payment or time shall be allowed on the grounds of any matter for which a competent contractor would have made due allowance or which the Contractor could reasonably have discovered by a visit to DCLG's premises, reference to DCLG, or such other means as may have been appropriate.

A33. GOVERNING LAW

A33.1 The Contract shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the exclusive jurisdiction of the English courts.

A34. ENTIRE CONTRACT

A34.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract and, save as may be expressly referred to or referenced herein, supersedes all prior representations, negotiations and understandings, whether written or oral, with respect hereto.

A34.2 Any terms, conditions or general reservations printed on any documentation passing between the Parties shall not be applicable to the Contract.

A34.3 Clause A34.1 shall not exclude any liability in respect of any fraudulent misrepresentation.



PART D – CONDITIONS OF CONTRACT FOR SERVICES

- D1. Definitions
- D2. The Services
- D3. Variation of the Services
- D4. Contractor's Personnel
- D5. Meetings and Reporting
- D6. Equipment, Plant and Materials
- D7. Inspection
- D8. Acceptance Procedure
- D9. DCLG Premises
- D10. Health and Safety and Security
- D11. Payment
- D12. Intellectual Property Rights
- D13. Intellectual Property Rights Infringement
- D14. TUPE
- D15. Soliciting for Employment
- D16. Business Continuity Planning
- D17. Exit and Skills Transfer
- D18. Non-exclusivity
- D19. Break

D1. DEFINITIONS

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

“Acceptance” means the written acceptance of DCLG's Contract Manager given in accordance with any acceptance procedures set out in the Contract;

“Deliverables” means anything specified in the Contract to be delivered by the Contractor to DCLG under the Contract including reports, manuals and other documentation and outputs;

“Key Personnel” means any of the Contractor's Personnel named in the Contract as key personnel or any of the Contractor's Personnel who DCLG notifies to the Contractor in writing are to be regarded as key personnel;

“Premises” means the location(s) where the Services are to be performed as specified in the Contract;

“Services” means the services to be provided as specified in the Contract including the production of any Deliverables and any planning, preliminary and preparatory work.

D2. THE SERVICES

- D2.1 The Contractor's Personnel shall be appropriately experienced, qualified, trained and security cleared and shall undertake the Services with reasonable skill, care and diligence in accordance with the Contract and good industry practice and to the reasonable satisfaction of DCLG.



- D2.2 The Contractor shall supervise and manage the Contractor's Personnel properly.
- D2.3 If any of the Contractor's Personnel is not a British citizen, Swiss national or a national of a country in the European Economic Area, the Contractor shall ensure that the Contractor's Personnel has the necessary Home Office permission to work and shall ensure compliance with the Asylum and Immigration Act 1996.
- D2.4 Timely provision of the Services shall be of the essence of the Contract and failure to commence or provide the Services within the time promised or specified shall enable DCLG (at DCLG's option acting reasonably) to release itself from any obligation to accept and pay for the Services and/or to cancel all or part of the Contract, in either case without additional cost and without prejudice to DCLG's other rights and remedies.

D3. VARIATION OF THE SERVICES

- D3.1 DCLG reserves the right from time to time during the term of the Contract in accordance with any change control procedures set out in the Contract to add to, omit, or otherwise vary the Services including the order in which the Services are to be delivered or the locations where the Services are to be provided and any alteration to the prices or completion date arising by reason of such variation shall be agreed between the Parties and shall properly and fairly reflect the nature and extent of the variation in all the circumstances.

D4. CONTRACTOR'S PERSONNEL

- D4.1 The Contractor shall make the Key Personnel available for the purposes of the Services and shall not make any changes in the Key Personnel without the prior written approval of DCLG, such approval not to be unreasonably withheld. Whenever, for any reason, the Key Personnel are unavailable for the performance of the Services, the Contractor shall as soon as reasonably practicable substitute suitably qualified replacements acceptable to DCLG.
- D4.2 If and when requested by DCLG, the Contractor shall provide DCLG with a list of the names of all the Contractor's Personnel who may at any time be concerned with the provision of the Services or any part of it, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity, qualifications, experience and other supporting evidence as DCLG may reasonably require.
- D4.3 Where DCLG reasonably requires by notice to the Contractor that any of the Contractor's Personnel is not to become involved in or is to be removed from involvement in the Services, the Contractor shall take all reasonable steps to comply with such notice. The Contractor shall replace any such person with someone with equivalent experience, qualifications, training and security clearance.
- D4.4 The decision of DCLG as to whether any person is not to become involved in or is to be removed from involvement in the Services, as to the designation or approval of Key Personnel and as to whether the Contractor has furnished the



information or taken the steps required by this Condition D4 shall be final and conclusive.

D4.5 The Contractor shall:

D4.5.1 take instructions and all directions and, where appropriate, receive DCLG's decisions only through DCLG's Contract Manager;

D4.5.2 act in accordance with all reasonable instructions and directions in carrying out the Services;

D4.5.3 keep DCLG's Contract Manager advised on all matters materially related to its performance of the Services according to reporting formats specified by DCLG;

D4.5.4 answer all reasonable enquiries received from DCLG's Contract Manager;

D4.5.5 attend or be represented at regular meetings as requested by DCLG from time to time.

D4.6 The Contractor shall ensure that leave is taken by the Key Personnel on dates which do not interfere with the proper delivery of the Services and shall consult with DCLG's Contract Manager before allowing leave to be taken.

D4.7 The Contractor shall not vary the Contract prices at anytime during the term of the Contract including any extension due to the promotion of any of the Contractor Personnel.

D4.8 The Contractor shall bear the cost of any notice, instruction or decision of DCLG under this Condition D4.

D5. MEETINGS AND REPORTING

D5.1 The Contractor and the Contractor's Personnel shall upon receipt of reasonable notice and during office hours attend all meetings arranged by DCLG's Contract Manager for the discussion of matters connected with the performance of the Services.

D5.2 The Contractor and the Contractor's Personnel shall provide DCLG's Contract Manager with such reports of the Services and copies of the Deliverables at such intervals and in such form as DCLG may from time to time reasonably require.

D6. EQUIPMENT, PLANT AND MATERIALS

D6.1 The Contractor shall provide all equipment, plant and materials necessary for the provision of the Services except where otherwise agreed in the Contract.

D6.2 In the event that the Contractor procures goods or services including equipment from third parties on behalf of DCLG, it shall at all times do so in accordance with the provisions of the Public Contracts Regulations 2006 as though the Contractor were a contracting authority within the meaning of



those regulations and in accordance with all other applicable domestic and European law.

- D6.3 Where DCLG in accordance with the Contract issues equipment, plant or materials free of charge to the Contractor such equipment, plant or materials shall be and remain the property of DCLG. The Contractor shall not in any circumstances have a lien on the equipment, plant or materials and shall take all steps necessary to ensure that the title of DCLG and the exclusion of any lien are brought to the attention of any third party dealing with the equipment, plant and materials.
- D6.4 The Contractor shall maintain all equipment, plant and materials provided by DCLG in good order and condition and shall use such equipment, plant and materials solely in connection with the Contract. The Contractor shall notify DCLG of any surplus materials remaining after completion of the Services and shall dispose of them as DCLG may direct. Waste of such materials arising from bad workmanship or negligence of the Contractor or the Contractor's Personnel shall be made good at the Contractor's expense. Without prejudice to any other of the rights of DCLG, the Contractor shall deliver up such equipment, plant or materials whether processed or not to DCLG on demand.

D7. INSPECTION

- D7.1 DCLG shall be entitled to inspect and examine the performance of the Services and the Contractor shall afford all reasonable access, facilities and assistance required by DCLG for any inspection and examination free of charge.
- D7.2 No failure to make complaint at the time of such inspection and no approval given during or after such inspections shall constitute a waiver by DCLG of any rights or remedies in respect of the Services.

D8. ACCEPTANCE PROCEDURE

- D8.1 This Condition D8 shall apply in the absence of any specific acceptance procedures elsewhere in the Contract.
- D8.2 The Contractor shall make available any Deliverables to DCLG's Contract Manager for Acceptance.
- D8.3 The Acceptance of a Deliverable shall be carried out by DCLG with the cooperation of the Contractor, within 15 days (or such other period as the Parties may agree in writing) of the Contractor making the Deliverable available to DCLG during which time DCLG must determine whether the Deliverable meets the requirements defined and/or any acceptance criteria agreed in writing prior to the commencement of the acceptance procedure.
- D8.4 If it is determined that the Deliverable meets the requirements defined and/or any acceptance criteria agreed DCLG shall promptly notify the Contractor in writing of its Acceptance.



- D8.5 If it is determined that the Deliverable, or any part of it, does not meet the requirements defined and/or any acceptance criteria agreed, DCLG shall extend the acceptance period by 10 days (or such other period as the Parties may agree in writing) during which the Contractor shall correct the faults which caused the acceptance to be unsuccessful and the acceptance procedure shall be carried out again.
- D8.6 If, after DCLG has extended the acceptance period pursuant to Clause D8.5 above, the acceptance has not been recorded as successful by the end of that period, DCLG shall, have the right, without prejudice to its other rights and remedies:
- D8.6.1 to accept such part of the work as DCLG may decide and pay a charge calculated on a pro rata basis therefor or such other charge as may be agreed between the Parties; or
- D8.6.2 to extend the acceptance period for a period or periods, specified by DCLG, during which the Contractor shall correct the fault that caused the acceptance to be unsuccessful and the acceptance procedure shall be carried out again.

D9. DCLG PREMISES

- D9.1 This Condition D9 shall only apply where the Premises are provided by or on behalf of DCLG.
- D9.2 Access to the Premises shall be made available to the Contractor free of charge and shall be used solely for the purposes of performing the Contract. The Contractor shall have use of the Premises as licensee.
- D9.3 Access to the Premises shall not be exclusive to the Contractor but shall be such as to enable the Contractor to carry out the Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as DCLG may reasonably require.
- D9.4 Where any of the Contractor's Personnel is replaced in accordance with D4 the Contractor shall take any steps reasonably required by DCLG to prevent such Contractor's Personnel being admitted to the Premises.
- D9.6 The Contractor shall make no delivery of its equipment, plant or materials nor commence the Services on the Premises without DCLG's Contract Manager's prior approval.
- D9.7 The Contractor shall maintain its items of equipment, plant and materials within the Premises in a safe, serviceable and clean condition.
- D9.8 All equipment, plant and materials brought onto the Premises by the Contractor shall be at the Contractor's own risk and DCLG shall have no liability for any loss of or damage to the same unless the Contractor can demonstrate that such loss or damage was caused by the wilful act of DCLG.



- D9.9 The Contractor shall provide for the haulage or carriage of its equipment, plant or materials to the Premises and the removal therefrom when no longer required at the Contractor's sole cost.
- D9.10 DCLG shall have the power at any time during the Contract to order in writing that the Contractor:
- D9.10.1 remove from the Premises any of its equipment, plant or materials which in the opinion of DCLG is either hazardous, noxious or not in accordance with the Contract; and
- D9.10.2 substitute proper and suitable equipment, plant and materials.
- D9.11 On completion of the Services the Contractor shall remove its equipment, plant and unused materials and shall clear away from the Premises all rubbish arising out the Services and leave the Premises in a neat and tidy condition.
- D9.12 The Contractor shall pay the costs of making good any damage to the Premises (and any fixtures and fittings of the Premises) done by the Contractor's Personnel other than fair wear and tear.
- D9.13 Continuity of electricity, heating, telephone, water supplies, stationery and sewerage ("Supplies") at the Premises is not guaranteed and no liability will be accepted by DCLG for shut-down or restrictions due to any cause whatsoever.
- D9.14 The Contractor's Personnel shall ensure that the Premises are used with due regard for the need for the efficient use and conservation of Supplies and DCLG shall not bear the costs of any use of such Supplies by the Contractor's Personnel which do not conform to the requirements of this Clause D9.14.

D10. HEALTH AND SAFETY AND SECURITY

- D10.1 The Contractor shall notify DCLG if the Services are hazardous to health or safety and of the precautions that should be taken in respect thereto.
- D10.2 DCLG shall notify the Contractor of any special health and safety hazards which DCLG becomes aware of in relation to the Premises, where the Premises are provided by or on behalf of DCLG, which may affect the Contractor's performance of the Services. If DCLG notifies the Contractor of any special health and safety hazards the Contractor shall draw any such hazards to the attention of the Contractor's Personnel.
- D10.3 The Contractor shall be responsible for the observance by itself and the Contractor's Personnel of all such rules, site regulations, policies, procedures, requirements (including those relating to security arrangements) and safety precautions necessary for the protection of itself and the Contractor's Personnel and any other persons including all precautions required to be taken by or under all applicable laws, enactments, orders, regulations, other similar instruments and codes of practice. The Contractor and the Contractor's Personnel shall co-operate fully with DCLG to ensure the proper discharge of these duties.



D10.4 Where the Premises are provided by or on behalf of the Contractor DCLG shall be entitled to inspect the Premises to ensure they are appropriate for the provision of the Services.

D10.5 Accidents to the Contractor's Personnel at the Premises which ordinarily are required to be reported in accordance with the Health and Safety at Work Act 1974 shall be reported immediately to DCLG's Contract Manager.

D10.6 DCLG may undertake security and/or identity checks on any of the Contractor's Personnel requiring unescorted access to DCLG's Premises or IT network. The Contractor and the Contractor's Personnel must comply with DCLG's arrangements for undertaking security and identity checks.

D11. PAYMENT

D11.1 This Condition D11 shall apply in the absence of any specific provision for payment elsewhere in the Contract.

D11.2 The Contractor shall submit a single, fully itemised invoice at the end of each calendar month in respect of the Services undertaken during that month unless the Contract specifies payment is due upon Acceptance of the Services or Deliverables in which case the Contractor shall submit a single, fully itemised invoice after Acceptance of the Services or Deliverables.

D11.3 The invoice must clearly identify the Services and/or Deliverables to which the invoice relates.

D12. INTELLECTUAL PROPERTY RIGHTS

D12.1 This Condition D12 shall apply in the absence of any specific provision for the allocation of Intellectual Property Rights between the Parties elsewhere in the Contract.

D12.2 All Intellectual Property Rights or other similar protection in any specifications, instructions, plans, data, drawings, databases, patterns, models, designs or other material furnished to or made available to the Contractor by DCLG pursuant to the Contract shall remain the property of DCLG.

D12.3 All pre-existing Intellectual Property Rights or other similar protection in any specifications, instructions, plans, data, drawings, databases, patterns, models, designs or other material existing prior to the date of the Contract date and furnished to or made available to DCLG by the Contractor pursuant to the Contract shall remain the property of the Contractor. The Contractor hereby grants to DCLG and the Crown a non-exclusive, royalty free, perpetual and irrevocable licence to use, reproduce, modify, adapt, amend, enhance and other deal with (and to authorise a third party on behalf of DCLG or the Crown, such third party having signed a confidentiality undertaking, to use, reproduce, modify, adapt, amend, enhance and otherwise deal with) the Contractor's pre-existing Intellectual Property Rights for DCLG or the Crown's own internal purposes, to allow DCLG or the Crown to exploit the Intellectual Property Rights or similar generated under the Contract and for any other purposes specified in the Contract.



D12.4 All Deliverables, reports and other documents or similar and all Intellectual Property Rights or other similar protection arising out of the performance by the Contractor's Personnel of their duties hereunder are hereby assigned to and shall vest in DCLG absolutely and the Contractor or the Contractor's Personnel shall enter into such documentation and perform such acts as DCLG may request to properly vest such rights in DCLG.

D12.5 The provisions of Condition D12 shall apply during the continuance of the Contract and after its expiry or termination howsoever arising.

D13. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

D13.1 If an action, claim or demand for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor may at its own expense and subject to the consent of DCLG (not to be unreasonably withheld or delayed) either:

D13.1.1 modify any or all of the Services without reducing the performance of the same so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutates mutandis to such modified or substituted Services; or

D13.1.2 procure a licence (at the Contractor's cost) to provide the Services, which are the subject of the alleged infringement, on terms which are acceptable to DCLG.

D13.2 The provisions of Condition D13 shall apply during the continuance of the Contract and after its expiry or termination howsoever arising.

D14. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 ("TUPE")

D14.1 The Contractor shall provide DCLG, and/or any other person authorised by DCLG who is to be invited to submit a tender in relation to the provision of similar Services, with such information (including any changes to and interpretations thereof) in connection with TUPE as DCLG may require. The Contractor shall provide the information within 10 days of DCLG's request.

D14.2 During the 8 month period preceding the expiry of the Contract or any notice period, the Contractor shall not without the prior written consent of DCLG (not to be unreasonably withheld or delayed):

D14.2.1 materially amend the terms and conditions of employment of any employee whose work wholly or mainly falls within the scope of this Contract;

D14.2.2 materially increase the number of employees whose work (or any part of it) is undertaken for the purposes of this Contract; or



D14.2.3 move or deploy any Key Personnel away from the performance of the Services under this Contract.

D15. SOLICITING FOR EMPLOYMENT

D15.1 Each Party to the Contract undertakes not to attempt to solicit nor procure the service or employment of employees of the other Party or persons engaged under a contract for services with the other Party during the term of the Contract and within six calendar months after the termination or expiry of the Contract without the prior written permission of the other Party.

D15.2 Clause D15.1 shall not restrict either Party from appointing any person, whether employee or consultant of the other or not, who has applied in response to an advertisement properly and publicly placed in the normal course of business. In such event, neither Party shall have any obligation or liability to the other by way of introductory or finder's fee.

D16. BUSINESS CONTINUITY PLANNING

D16.1 DCLG may require the Contractor to develop and agree with DCLG a business continuity plan. Where so required the Contractor shall:

D16.1.1 in accordance with good industry practice, maintain detailed and comprehensive contingency plans against events which could affect the ability of the Contractor to perform the Services in accordance with this Contract, including loss of computer and business systems, loss or failure of equipment, loss of utilities or premises, industrial relations problems, failures in the supply chain, pandemic and loss of Key Personnel; and

D16.1.2 keep the plans under review and make such changes, from time to time, as shall be required in accordance with good industry practice.

D16.2 DCLG shall be entitled to review any business continuity plans developed under this Contract at any time and, at its sole discretion, make suggested changes or amendments to the plans which the Contractor, acting reasonably shall consider and, after consultation and agreement with DCLG, put in place.

D17. EXIT AND SKILLS TRANSFER

D17.1 DCLG may require the Contractor to develop and agree with DCLG an exit and skills transfer plan describing how the Services shall be handed over and appropriate skills transferred. Any such exit and skills transfer plan will be developed in line with DCLG's requirements and updated through the term of the Contract.

D18. NON-EXCLUSIVITY

D18.1 DCLG may at any time engage other persons to provide services of the same type as the Services.



D19. BREAK

D19.1 In addition to DCLG's other rights to terminate the Contract DCLG shall be entitled to terminate the Contract or any part thereof by giving to the Contractor not less than:

D19.1.1 15 Days notice to that effect where the term of the Contract is less than 90 Days.

D19.1.2 30 Days notice to that effect where the term of the contract is 90 Days or more.

D19.2 Where DCLG terminates the Contract under Clause D19.1, DCLG shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under D19.1.

D19.3 DCLG shall not be liable under Clause D19.2 to pay any sum which:

D19.3.1 was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

D19.3.2 when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated in accordance with Clause D19.1.

**NATIONAL EVALUATION OF THE EXPANDED TROUBLED FAMILIES PROGRAMME
LOT 4 – QUALITATIVE WORK**

Annex C - Price Schedule

<REDACTED>



TRAVELLING AND SUBSISTENCE EXPENSES FOR CONTRACTORS

General

1. Reimbursement of travelling and subsistence expenses will be on the basis of costs actually and reasonably incurred and must be supported by the production of receipts. The expenses payable are also subject to the maximum allowances set out below, and any maximum price agreed in the Contract. These provisions will apply for the duration of the Contract.
2. Claims for travelling and subsistence expenses must be for the purpose of performing the duties prescribed under the Contract.
3. Travelling and subsistence expenses are not admissible in respect of travelling between home and place of work for the purposes of the Contract.
4. Visits outside the United Kingdom (UK) require prior written approval by DCLG. DCLG may authorise (in writing) different travel and subsistence rates for visits outside the UK in accordance with the DCLG standard rates in force at the time.
5. Each claim for payment under the Contract must separately identify those elements of the claim that represent travel and subsistence expenses.
6. DCLG does not insist on comprehensive insurance cover (where applicable) but will accept no liability in the event of any accident, damage, injury or death.
7. DCLG, in paying travel and subsistence expenses, expects claimants to note any benefits (such as frequent flying schemes etc.) and to offset these against further travel costs associated with DCLG's business.
8. DCLG has a travel management arrangement in place with a third party supplier (Redfern). The DCLG Contract Manager may permit travel to be booked under this arrangement.

Travel - General

9. Any travel undertaken as a consequence of performance of the Contract must use the most cost effective means (taking into account the cost of travel, the cost of meals and accommodation and savings in time) for the whole journey.

Travel by Motor Vehicles / Bicycle

10. Mileage allowances for travel by private car, motorcycle or bicycle:

| | |
|---|---|
| Private car: | 30p per mile up to 10,000 miles, 25p per mile over 10,000 miles |
| Motorcycle: | 24p per mile |
| Passenger rate (official passengers only) | 2p per mile for the first official passenger, 1p per mile for the second and any additional official passengers |
| Bicycle: | 20p per mile |



11. The distance on which the expenses are payable should be the distance travelled between the claimant's normal place of work and the place(s) visited, by the shortest practicable route.

12. Where motor vehicle mileage allowance is claimed, each claim should state the amount of the current claim and the cumulative mileage claimed to date under the Contract.

Travel by Train

13. The entitlement is to standard class fare.

Subsistence - General

14. Subsistence allowances are not admissible if the place visited is 5 miles or less by the most direct route from the claimant's normal place of work or from DCLG's London or Hastings offices or from any Premises specified in the Contract.

Night Subsistence

15. Night subsistence allowance is an allowance paid for an overnight absence. It covers an absence of up to 24 hours plus any additional period not reckonable for day allowance (i.e. less than 5 hours), and is payable for a period of up to 30 nights in any one place. Thereafter, a lower allowance is payable.

16. All overnight stays must be agreed with DCLG in writing in advance of incurring expenditure. The maximum night subsistence allowance is:

| | |
|-----------|--------|
| London | £95.00 |
| Elsewhere | £75.00 |

17. Where it is not possible to obtain accommodation within these rates, DCLG may at its discretion pay additional expenses. The claimant must provide supporting evidence of the reasons for exceeding the maximum allowance and receipts showing disbursements to support DCLG in making its decision.

Day Subsistence

18. The day subsistence allowances are:

| | |
|----------------|--------|
| 5 to 10 hours | £4.50 |
| 10 to 12 hours | £9.50 |
| Over 12 hours | £14.00 |

19. Day allowances are not admissible for any period already covered by a night allowance and similarly a lesser day allowance is not admissible for any period covered by a greater day allowance (e.g. a 5 to 10 hour allowance may not be claimed where a 10 to 12 hour allowance is appropriate).

Taxis

20. Travel by taxi should take place only in exceptional circumstances – in particular, where it is necessary to ensure personal safety.

<REDACTED>