

**DATED**

JUNE 2023

**FRAMEWORK AGREEMENT FOR THE PROVISION OF**

**COURT REPORTING AND TRANSCRIPTION SERVICES**

**– LOT 3 – ATTENDANCE-BASED TRANSCRIPTION SERVICES (ATS) CIVIL AND FAMILY**

between

**The Lord Chancellor**

and

**Epiq Europe Limited**

# CONTENTS

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## CLAUSE

|   |    |
|---|----|
| Parties .....   | 3  |
| BACKGROUND .....  | 3  |
| 1. Definitions and interpretation.....                    | 3  |
| 2. Term of Framework Agreement .....                      | 10 |
| 3. Scope of Framework Agreement .....                     | 10 |
| 4. Award procedures .....                                 | 11 |
| 5. Contract performance and precedence of documents ..... | 14 |
| 6. Prices for Services .....                              | 14 |
| 7. Warranties and representations.....                    | 14 |
| 8. Service pre-requisites .....                           | 15 |
| 9. Reporting and meetings .....                           | 16 |
| 10. Records and audit access.....                         | 16 |
| 11. Confidentiality .....                                 | 17 |
| 12. Official Secrets Acts.....                            | 18 |
| 13. Data protection .....                                 | 18 |
| 14. Freedom of information .....                          | 18 |
| 15. Publicity.....  | 19 |
| 16. Guarantee.....  | 19 |
| 17. Termination .....                                     | 19 |
| 18. Suspension of Supplier's appointment.....             | 21 |
| 19. Consequences of termination and expiry .....          | 22 |
| 20. NOT used .....  | 23 |
| 21. Dispute resolution.....                               | 23 |
| 22. Prevention of bribery.....                            | 23 |
| 23. Subcontracting and assignment.....                    | 24 |
| 24. Variations to Framework Agreement.....                | 25 |
| 25. Third party rights.....                               | 25 |
| 26. Severance .....                                       | 26 |
| 27. Rights and remedies.....                              | 26 |
| 28. Not used.....   | 26 |
| 29. Waiver .....  | 26 |
| 30. Entire agreement.....                                 | 26 |
| 31. Notices .....   | 27 |
| 32. Governing law and jurisdiction .....                  | 28 |

|     |   |    |
|-----|---|----|
| 33. | Supplier environmental obligations..... | 28 |
|-----|---|----|

## **SCHEDULE**

Schedule 1 – Specification

- Appendix 1 Supplier's Tender

Schedule 2 – Awarded Framework Lots

Schedule 3 – Pricing Matrices

Schedule 4 – Call-Off Contract Order Form

Schedule 5 – Call Off Terms and Conditions

Schedule 6 – Contract Management

Schedule 7 – Framework Agreement Variation Procedure

Schedule 8 – Not used

Schedule 9 – Framework Guarantee

Schedule 10 – Dispute Resolution

Schedule 11 – List of Customers the Framework Provider may provide services to

Schedule 12 - Commercially Sensitive Information

Schedule 13 – Security Aspects Letter

This agreement is dated June 12, 2023.....

## **Parties**

- (1) THE LORD CHANCELLOR whose principal place of business is at 102 Petty France, London, SW1H 9AJ (**Authority**)
- (2) EPIQ EUROPE LIMITED incorporated and registered in England and Wales with company number 02656370 whose registered office is at 110 BISHOPSGATE, 15<sup>TH</sup> FLOOR, LONDON, ENGLAND EC2N 4AY (**Supplier**)

## **BACKGROUND**

- (A) Following the Prior Information Notice on the 1 June 2022, the Authority placed a contract notice 63b638fc-c6bc-4c81-a478-4c148e6b8472 on 10 November 2022 on the UK e-notification service Contracts Finder, setting out Services (divided into 3 Lots) thus inviting prospective suppliers to submit proposals for the delivery of Court Reporting and Transcription Services.
- (B) On the basis of the Supplier's response to the advertisement and tender process, the Authority selected the Supplier to enter into a framework agreement along with a number of other suppliers appointed to the Framework. The Supplier will be required to provide Services for the Authority from time to time on a call-off basis in accordance with this Framework Agreement and, in the case of other suppliers, to provide the same or similar services under similar framework agreements.
- (C) This Framework Agreement sets out the procedure for purchasing the Services, the main terms and conditions for the provision of the Services and the obligations of the Supplier under this Framework Agreement.
- (D) The Parties agree that there shall be no obligation for the Authority to enter into any Contract under this Framework Agreement during the Term.

## **1. Definitions and interpretation**

- 1.1 The definitions and rules of interpretation in this clause apply in this Framework Agreement.

**Approval:** means the prior written approval of the Authority.

**ATP:** means the Authority's approved panel of transcription suppliers.

**ATS:** means attendance based transcription services comprising the supply of stenographers (real time writer) or loggers, transcriptions services and the Sensitive Case Service.

**Audit:** means an audit carried out pursuant to clause 10.

**Auditor:** means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet

Office, any party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

**Authorised Representative:** means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in clause 31.

**Award Criteria:** means the Standard Services Award Criteria and/or the Competed Services Award Criteria as the context requires.

**Bidder:** means an organisation which is invited to submit a Tender.

**Bravo:** means the Authority's eSourcing Portal.

**Call-off Terms and Conditions:** means the terms and conditions in Schedule 5.

**CCN:** means a contract change notice in the form set out in Schedule 7.

**Certificate:** means the certificate of bona fide tendering.

**Change:** means a change in any of the terms or conditions of the Framework Agreement

**Change of Control:** means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

**Crown:** means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers, Government departments, Government offices and Government agencies and "Crown Body" is an emanation of the foregoing.

**Commencement Date:** means ...June 12, 2023.....

**Competed Services:** means the competed services set out in Part 1 of Schedule 1.

**Competed Services Award Criteria:** means the award criteria to be applied to Supplemental Tenders received through mini-competitions held for the award of Contracts for Competed Services as set out in the Order Form.

**Commercially Sensitive Information** means the information listed in Annex I, comprising the information of a commercially sensitive nature relating to:

- (a) the price; and/or
- (b) the Supplier's business and investment plans

which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

**Confidential Information:** means any information of either Party, however it is conveyed, that relates to the business, assets, affairs, developments, trade secrets, operations, processes, product information, know-how, designs or software, personnel and customers, clients, suppliers of the Parties, including Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement, the terms of this agreement and any other information clearly designated as being confidential (whether

or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

**Consortium:** means a group of organisations set up or to be set up to supply the Services which is not an SPV.

**Contract:** means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between a Authority and the Supplier comprising an Order Form, its appendices, and the Call-off Terms and Conditions (as may be amended pursuant to clause 4.3).

**Contract Notice:** means the contract notice 63b638fc-c6bc-4c81-a478-4c148e6b8472 on 10 November 2022 published in the UK e-notification service.

**Controller:** has the meaning as defined in the Data Protection Legislation.

**Court:** means a court, tribunal or other judicial venue.

**Default:** means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term or material breach as defined in clause 46.2 of the Call-off Terms and Conditions) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

**Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**Data Subject:** has the meaning as set out in the Data Protection Legislation.

**Domestic Law:** means the law of the United Kingdom or a part of the United Kingdom.

**EIR:** mean the Environmental Information Regulations 2004 (*SI 2004/3391*) together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**EU:** mean European Union.

**FOIA:** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Framework Agreement:** means this agreement and all Schedules to this agreement as varied from time to time.

**Framework Agreement Variation Procedure:** means the procedure set out in Schedule 7.

**Framework Providers:** means the Supplier and other suppliers appointed as framework providers under this Framework Agreement.

**Framework Year:** means any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

**FVRA:** means financial viability risk assessment.

**Guarantee:** means the deed of guarantee in favour of the Authority entered into by the Guarantor (which is in the form set out in Schedule 9) or any guarantee acceptable to the Authority that replaces it from time to time.

**Guarantor:** means [REDACTED]

**Guidance:** means any guidance issued or updated by the UK government from time to time in relation to the Regulations.

**Incumbent Suppliers:** means current suppliers of services.

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

**Intellectual Property Rights:** means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**ITT:** means the Invitation to Tender.

**Law:** means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

**Loggers:** means persons who attend Court to log who is speaking in an official record of a case.

**Lots:** means the Services divided into lots as referred to in the Contract Notice and set out in Part 2.

**MEAT:** means most economically advantageous tender.

**MI:** means the management information specified in Schedule 6.

**MOD:** means The Secretary of State for Defence.

**Month:** means a calendar month.

**Order:** means an order for Services sent by the Authority to the Supplier in accordance with the award procedures in clause 4.

**Call-Off Contract Order Form:** means a document setting out details of an Order in the form set out in Schedule 4 or as otherwise agreed in accordance with clause 4.7.

**OTS:** means off site transcription services comprising the production of high volumes of transcripts away from the Court using a recording provided by the Court.

**Parent Company:** means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier.

**Holding Company:** has the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

**Party:** means the Authority and/or the Supplier.

**Personal Data:** has the meaning as set out in the Data Protection Legislation.

**PIN:** means prior information notice.

**Pricing Matrices:** means the pricing matrices set out in [Schedule 3](#).

**Processor:** has the meaning as defined in the Data Protection Legislation.

**Prohibited Act:** means the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
  - (i) under the Bribery Act 2010;
  - (ii) under legislation creating offences concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority;
  - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or
  - (iv) of defrauding attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017).
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK.

**Regulations:** means the Public Contracts Regulations 2015 (*SI 2015/102*).

**Regulatory Bodies:** means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

**Relevant Requirements:** means all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

**Requestor:** means a person ordering one or more of the Services.

**Requests for Information:** means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.



**RTS:** means real-time transcription services comprising the supply of Stenographers or Loggers, near instantaneous transcription services and the supply of equipment.

**Services:** means the court reporting and transcription services detailed in [Schedule 1](#).

**SPV:** means a special purpose vehicle incorporated for the specific purpose of supplying the Authority's requirements.

**SQ:** means the selection questionnaire.

**SQ Response:** means the response to the standard selection questionnaire submitted by the Supplier to the Authority on 9 January 2023.

**Staff:** means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Framework Agreement or Contracts.

**Standard Services:** means the standard services referred to in [Schedule 1](#).

**Standard Services Award Criteria:** means the award criteria to be applied for the award of Contracts for Standard Services

**Stenographer:** means a short hand writer who uses a stenography machine to take notes of Court hearings.

**Subcontract:** means any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

**Subcontractor:** means the contractors or service providers that enter into a Subcontract with the Supplier.

**Supplemental Tender:** means the documents submitted to a Authority in response to the Authority's invitation to Framework Providers for formal offers to supply it with Competed Services.

**Supplier's Lots:** means the lots to which the Supplier has been appointed under this Framework Agreement as set out in [Schedule 1](#).

**Supplier Personnel:** means all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

**Tender:** means the tender submitted by the Supplier to the Authority on 9 January 2023.

**Term:** means the period commencing on the Commencement Date and ending on 30 June 2027 or on earlier termination of this Framework Agreement.

**Termination Date:** means the date of expiry or termination of this Framework Agreement.

**Timetable:** means the timetable for the procurement set out in section 4 of the ITT Vol 1.

**Transcript:** means a typed copy of Court proceedings produced from an audio recording.

**TUPE:** means Transfer of Undertakings (Protection on Employment) Regulations 2006 (as amended).

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Working Days:** means any day other than a Saturday, Sunday or public holiday in England and Wales.

**Year:** means a contractual year from the contract commencement date and onwards.

1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
- (e) reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (f) unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time;
- (g) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- (h) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- (i) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;
- (j) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and

- (k) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (l) reference to writing or written excludes fax but not email;
- (m) any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## **Part one: framework arrangements and award procedure**

### **2. Term of Framework Agreement**

- 2.1 The Framework Agreement shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated) shall terminate at the end of the Term.

### **3. Scope of Framework Agreement**

- 3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier to the Authority.
- 3.2 The Authority appoints the Supplier as a Framework Provider of the Services and the Supplier shall be eligible to receive Orders for such Services from the Authority during the Term.
- 3.3 The Authority may in its absolute discretion and from time to time order Services from the Supplier in accordance with the ordering procedure set out in clause 4 during the Term. The Parties acknowledge the Supplier may from time to time receive orders for such Services from the Authority on behalf of other customers or directly from customers as listed in Schedule 11. If there is a conflict between clause 4 and the Regulations, the Regulations shall take precedence.
- 3.4 If and to the extent that any Services under this Framework Agreement are required the Authority shall:
  - (a) enter into a contract with the Supplier for these Services materially in accordance with the terms of the Contract; and
  - (b) comply with the ordering procedure in clause 4.
- 3.5 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority for the Services and that the Authority is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
- 3.6 Not Used

- 3.7 At all times during the Term the Supplier shall be an independent contractor and nothing in this Framework Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Supplier and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Framework Agreement.
- 3.8 If, in providing the Services, the Supplier acts in the name of, or on behalf of, or otherwise binds the Authority, the Supplier undertakes and agrees at all times to indemnify the Authority against any liabilities incurred by the Authority the incurring of which is not authorised by the Authority under this Framework Agreement or which result from the Supplier breaching any Law.

#### **4. Award procedures**

##### **Awards under the Framework Agreement**

- 4.1 If the Authority decides to source Services through the Framework Agreement then it may:
- (a) satisfy its requirements for the Standard Services by awarding a Contract in accordance with the terms laid down in this Framework Agreement without re-opening competition; or
  - (b) satisfy its requirements for Competed Services by awarding a Contract following a mini-competition conducted in accordance with the requirements of clause 4.3.

##### **Standard Services (awards without re-opening competition)**

- 4.2 Standard Services under the Framework Agreement without re-opening competition shall be ordered by the Authority in the following way:
- (a) identify the relevant Lot which its Standard Services requirements fall into;
  - (b) send an Order to the Framework Provider who the Authority believes is best suited to deliver the Authority's requirements
  - (c) if the Framework Provider who is selected by the Authority as the best suited to deliver the Authority's requirements is not able to provide the Services, send an Order to the next Framework Provider who the Authority believes is best suited to deliver the Authority's requirements;
  - (d) repeat the process set out in clause 4.2(c) until the Order is fulfilled or there are no further Framework Providers qualified to fulfil it.
  - (e) The Authority may refine the terms applied to the Contract under this Framework Agreement to reflect its Services only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance.

- (f) The Authority may also Order Standard Services without re-opening a competition under the Framework Agreement if another Framework Provider is unable to provide Services due to
  - (i) Poor performance;
  - (ii) Insolvency; or
  - (iii) An inability to provide the Service

#### **Competed Services (awards following mini-competitions)**

4.3 Competed Services under the Framework Agreement shall be ordered by the Authority in the following way:

- (a) identify the relevant Lot(s) that its Competed Services requirements fall into;
- (b) identify the Framework Providers capable of performing the Contract for the Competed Services requirements;
- (c) supplement and refine the Call-off Terms and Conditions only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
- (d) invite tenders by conducting a mini-competition for its Competed Services requirements in accordance with the Regulations and Guidance and in particular:
  - (i) consult in writing the Framework Providers capable of performing the Contract for the Competed Services requirements and invite them within a specified time limit to submit a Supplemental Tender;
  - (ii) set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Contract and the time needed to submit tenders; and
  - (iii) keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;
- (e) apply any criteria and weighting to the Supplemental Tender, however this must be identified when Framework Providers are invited to tender in the mini competition; and
- (f) subject to clause 4.5 place an Order with the successful Framework Provider.

4.4 The Supplier agrees that all Supplemental Tenders submitted by the Supplier in relation to a mini-competition held pursuant to this clause 4 shall remain open for acceptance for 90 days (or such other period specified in the invitation to tender issued by the relevant Authority in accordance with this clause 4).

4.5 Notwithstanding the fact that the Authority has followed the procedure set out above for Competed Services, the Authority may cancel, postpone, delay or end the

procedure without placing an Order for Services or awarding a Contract. Nothing in this Framework Agreement shall oblige any Authority to place any Order for Services.

### **Responsibility for awards**

- 4.6 Not Used

### **Form of Order**

- 4.7 Subject to clause 4.1 to clause 4.6, each the Authority may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Supplier including systems of ordering involving e-mail or other online solutions.

### **Accepting and declining Orders**

- 4.8 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the Authority and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed three Working Days) acknowledge receipt of the Order and either:

- (a) notify the Authority in writing and with detailed reasons that it is unable to fulfil the Order; or
- (b) notify the relevant Authority that it is able to fulfil the Order by signing and returning the Order Form.

- 4.9 If the Supplier:

- (a) notifies the Authority that it is unable to fulfil an Order; or
- (b) the time limit referred to in clause 4.8 has expired;

then the Order shall lapse and the Authority may then send that Order to another Framework Provider in accordance with the procedure set out in clause 4.2(d).

- 4.10 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Authority may either:

- (a) reissue the Order incorporating the modifications or conditions; or
- (b) treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 4.9 shall apply.

- 4.11 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Authority. Accordingly, the Supplier shall sign and return the Call-Off Contract Order Form which shall constitute its offer to the Authority. The Authority shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Order Form.

## **5. Contract performance and precedence of documents**

- 5.1 The Supplier shall perform all Contracts entered into with the Authority in accordance with:
- (a) the requirements of this Framework Agreement; and
  - (b) the terms and conditions of the respective Contracts.
- 5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the Contract;
  - (b) the Call-Off Contract Order Form except Appendices 2 (Supplier's Tender) and 3 (Supplemental Tender) to the Order Form;
  - (c) the terms of the Framework Agreement, the Schedules to the Framework Agreement and the appendices to the Order Form, except Schedule 1, part 2, Appendix 1 (the Supplier's Tender), and Appendix 2 to the Call-Off Contract Order Form (Supplemental Tender);
  - (d) any other document referred to in the clauses of the Contract; and
  - (e) Schedule 1, part 2 of the Framework Agreement and Appendix 1 to the Call-Off Contract Order Form (the Supplier's Tender), and Appendix 2 to the Call-Off Contract Order Form (Supplemental Tender).

## **6. Prices for Services**

- 6.1 The prices offered by the Supplier for Contracts to Authority for Standard Services shall be the prices listed in the Pricing Matrix for the relevant Lot and such prices shall be adjusted in years 3 and 4 in accordance with the provisions of **Schedule 3**.
- 6.2 The prices offered by the Supplier for Contracts to the Authority for Competed Services shall not be higher than the prices set out in the Pricing Matrices and tendered in accordance with the requirements of the mini-competition held pursuant to clause **4**.

## **Supplier's general framework obligations**

### **7. Warranties and representations**

- 7.1 The Supplier warrants and represents to the Authority that:
- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
  - (b) this Framework Agreement is executed by a duly authorised representative of the Supplier;

- (c) in entering into this Framework Agreement or any Contract, the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not committed any Prohibited Act;
- (d) the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not been nor are subject to any investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;
- (e) the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not been nor are listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts on the grounds of a Prohibited Act;
- (f) as at the Commencement Date, all information, statements and representations contained in the Tender are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (g) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Contract which may be entered into with the Authority;
- (h) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract; and
- (i) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

7.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 7.1 at the relevant time.

## **8. Service pre-requisites**

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Contract.



## **Supplier's information obligations**

### **9. Reporting and meetings**

- 9.1 The Supplier shall submit Management Information to the Authority in the form set out in **Schedule 6** throughout the Term on the 10th day of every Month and thereafter in respect of any Contract entered into with any Authority.
- 9.2 The Authorised Representatives shall meet in accordance with the details set out in **Schedule 6** and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.
- 9.3 The Authority may share the Management Information supplied by the Supplier with any other contracting body.
- 9.4 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

### **10. Records and audit access**

- 10.1 The Supplier shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Contracts entered into with the Authority and the amounts paid by each Authority.
- 10.2 The Supplier shall keep the records and accounts referred to in clause **10.1** above in accordance with good accountancy practice.
- 10.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as they may require from time to time.
- 10.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six **OR** years after expiry of the Term to the Authority and the Auditor.
- 10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 10.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:

- (a) all information requested by the Auditor within the scope of the Audit;
  - (b) reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and
  - (c) access to the Staff.
- 10.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a Default or a material breach of the Framework Agreement by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

## **11. Confidentiality**

- 11.1 Subject to clause 11.2, the Parties shall keep confidential the Confidential Information of the Parties and shall use all reasonable endeavours to prevent their employees, officers, representatives, contractors, subcontractors or advisers from making any disclosure to any person of any matters relating thereto.
- 11.2 clause 11.1 shall not apply to any disclosure of information:
- (a) required by any applicable law, a court of competent jurisdiction or regulatory authority, or to any disclosures required under the FOIA or the Environmental Information Regulations or which was available to the receiving party on a non-confidential basis before disclosure;
  - (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
  - (c) not used;
  - (d) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;
  - (e) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
  - (f) to enable a determination to be made under clause 21;
  - (g) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
  - (h) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
  - (i) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

- 11.3 The Parties shall not use the Confidential Information of the Parties for any purpose other than to exercise their rights and perform their obligations under or in connection with this Framework Agreement.

## **12. Official Secrets Acts**

- 12.1 The Supplier shall comply with and shall ensure that its Staff comply with, the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

- 12.2 In the event that the Supplier or its Staff fail to comply with this clause 12, the Authority reserves the right to terminate this Framework Agreement with immediate effect by giving notice in writing to the Supplier.

## **13. Data protection**

- 13.1 Both parties shall comply with their obligations under the Data Protection Act 2018.

## **14. Freedom of information**

- 14.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

- 14.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) the Authority shall be responsible

for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with the FOIA and the EIRs.

- 14.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Framework Agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

## **15. Publicity**

- 15.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.
- 15.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority or otherwise, including any examination of this Framework Agreement by the Auditor.
- 15.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

## **16. Guarantee**

- 16.1 The Authority may require a Guarantee as a condition of awarding a Contract in accordance with Schedule 9.

## **Framework Agreement termination and suspension**

### **17. Termination**

#### **Termination on breach**

- 17.1 Without affecting any other right or remedy available to it, the Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:
- (a) where the Supplier commits a material breach and the Supplier has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied;
  - (b) where the Authority terminates a Contract awarded to the Supplier under this Framework Agreement as a consequence of a Default by the Supplier;
  - (c) where any warranty given in clause 7 of this agreement is found to be untrue or misleading;

- (d) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.
- 17.2 For the purposes of clause 17.1(a), a **material breach** means (including anticipatory breach):
- (a) a breach of any of the obligations set out in clauses 13 (Data Protection), 12 (Official secrets) and 11 (Confidential information); or
  - (b) a breach that has a serious effect on the benefit the terminating party would otherwise derive from this agreement.

### **Termination on insolvency and Change of Control**

- 17.3 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
  - (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
  - (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
  - (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership), or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
  - (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

- (f) a person becomes entitled to appoint a receiver over all or any of the assets of the Supplier or a receiver is appointed over all or any of the assets of the Supplier;
- (g) the Supplier (being an individual) is the subject of a bankruptcy petition, application or order;
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.3(a) to clause 17.3(h) (inclusive); or
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

#### 17.4

- (a) As soon as reasonably practicable, the Supplier shall notify the Authority of any circumstances suggesting that a Change of Control is in contemplation.
- (b) The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six Months of:
  - (i) being notified that a Change of Control has occurred; or
  - (ii) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

#### **Termination by Authority for convenience**

- 17.5 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three Months' written notice to the Supplier.

#### **18. Suspension of Supplier's appointment**

- 18.1 Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 17, if a right to terminate this Framework Agreement arises in accordance with clause 17, the Authority may suspend the Supplier's right to receive Orders in any or all Supplier's Lots by giving notice in writing to the Supplier. If the Authority provides

notice to the Supplier in accordance with this clause 18, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

## **19. Consequences of termination and expiry**

- 19.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 19.
- 19.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 19.3 Within 30 Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority, together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance, in either case as determined by the Authority.
- 19.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.
- 19.5 The provisions of clause 7 (Warranties and representations), clause 10 (Records and audit access), clause 11 (Confidentiality), clause 12 (Official Secrets Acts), clause 13 (Data protection), clause 15 (Publicity), clause 19 (Consequences of termination and expiry), clause 22 (Prevention of bribery), and clause 32 (Governing law and jurisdiction) shall remain in full force and effect and survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

**20. NOT used**

**21. Dispute resolution**

21.1 If a dispute arises out of or in connection with this Framework Agreement or the performance, validity or enforceability of it (Dispute) then, except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the commercial director of the Authority and finance director of the Supplier shall attempt in good faith to resolve the Dispute;
- (b) Not used
- (c) if the commercial director of the Authority and the finance director of the Supplier are for any reason unable to resolve the Dispute within 20 Working Days of it being referred to them, the parties may refer it to mediation pursuant to the procedure set out in Schedule 10.
- (d) Not used
- (e) Not used

21.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings.

**General provisions**

**22. Prevention of bribery**

22.1 The Supplier shall (and shall procure that the Staff, Subcontractor(s) and Supplier Personnel shall):

- (a) not, in connection with this Framework Agreement and any Contract made under it, commit a Prohibited Act;
- (b) not do, suffer or omit to do anything that would cause the Authority or the Staff, Subcontractor(s) and Supplier Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
- (c) comply with the Authority's Anti-Bribery and Anti-Corruption Policy as updated from time to time OR have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
- (d) notify the Authority (in writing) if it becomes aware of any breach of clause 22.1(a) or clause 22.1(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial



or other advantage in connection with performance of this Framework Agreement and any Contract made under it.

- 22.2 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Framework Agreement and any Contract made under it and the steps taken to comply with its obligations under clause 22.1.
- 22.3 The Supplier shall allow the Authority and its Auditor to audit any of the Supplier's records and any other relevant documentation in accordance with clause 10.
- 22.4 If the Supplier, the Staff, Subcontractor(s) or Supplier Personnel breaches this clause 22, the Authority may by notice:
- (a) require the Supplier to remove from performance of this Framework Agreement and any Contract made under it any Staff, Subcontractor(s) or Supplier Personnel whose acts or omissions have caused the breach; or
  - (b) immediately terminate this Framework Agreement and any Contract made under it.
- 22.5 Any notice served by the Authority under clause 22.4 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority have elected to take (including, where relevant, the date on which this Framework Agreement and any Contract made under it shall terminate).
- 22.6 Despite clause 21, any dispute relating to:
- (a) the interpretation of this clause 22; or
  - (b) the amount or value of any gift, consideration or commission,
- shall be determined by the Authority and its decision shall be final binding and conclusive.
- 22.7 Any termination under this clause 22 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

## **23. Subcontracting and assignment**

- 23.1 The Supplier cannot assign the Framework Agreement without the Authority's written consent.
- 23.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.
- 23.3 The Authority can assign novate or transfer the Framework Agreement or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.

- 23.4 When the Authority uses its rights under Clause 23.2 or 23.3 the Supplier must enter into a novation agreement in the form that Authority specifies.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

## **24. Variations to Framework Agreement**

- 24.1 Unless otherwise expressly set out in this Framework Agreement, all proposed contract changes shall be processed by the Parties in accordance with Schedule 7 (Framework Agreement Variation Procedure).
- 24.2 Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 7 (Framework Agreement Variation Procedure). The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the requested Change. If the receiving Party accepts the Change it shall confirm it in writing to the other Party.
- 24.3 If the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:
- (a) allow the Supplier to fulfil its obligations under the Contract without the Change; or
  - (b) terminate the Framework Agreement
- 24.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.
- 24.5 The Supplier is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause 7.
- 24.6 Clauses 24.4 and 24.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

## **25. Third party rights**

- 25.1 Unless it expressly states otherwise and except as provided in clause 3, clause 4 and clause 7.1, this Framework Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **26. Severance**

- 26.1 If any provision or part-provision of this Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 26.2 If any provision of this Framework Agreement that is fundamental to the accomplishment of the purpose of the Framework Agreement is held to any extent to be invalid the parties shall immediately negotiate in good faith to remedy such invalidity and achieve the intended commercial result of the original provision.

## **27. Rights and remedies**

The rights and remedies provided under this Framework Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **28. Not used**

Not used

## **29. Waiver**

- 29.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 29.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

## **30. Entire agreement**

- 30.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 30.2 Each party acknowledges that in entering into this Framework Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement.

30.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.

30.4 Nothing in this clause shall limit or exclude any liability for fraud.

### **31. Notices**

31.1 A notice given to a party under or in connection with this Framework Agreement shall be in writing and sent to the party at the address and email address given in this agreement or as otherwise notified in writing to another party.

31.2 This clause 30.2 sets out the delivery methods for sending a notice to a party under this Framework Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address;
- (b) if sent by pre-paid first class post or other next Working Day delivery service, providing proof of delivery at 9.00am on the second Working Day after posting;
- (c) if sent by pre-paid airmail providing proof of delivery at 9.00am on the fifth Working Day after posting; or
- (d) if sent by email, at the time of transmission.

31.3 If deemed receipt under clause 31.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

31.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

31.5 For the purposes of clause 31.1, the address of each Party shall be:

- (a) For the Authority:

BARRY HOOPER

Address: MINISTRY OF JUSTICE, 102 PETTY FRANCE, LONDON SW1H 9AJ

For the attention of: CHIEF COMMERCIAL OFFICER CCMD

Email address: CCMDOpenJustice@justice.gov.uk

DX number: DX152380 Westminster 8

(b) For the Supplier:

[REDACTED]

Address: [REDACTED]

For the attention of: [REDACTED]

Email address: [REDACTED]

DX delivery number: N/A

31.6 Either Party may change its address for service by serving a notice in accordance with this clause.

### **32. Governing law and jurisdiction**

32.1 This Framework Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).

### **33. Supplier environmental obligations**

33.1 The Supplier shall perform its obligations under this Framework Agreement in accordance with the Authority's environmental policy.

This agreement has been entered into on the date stated at the beginning of it.

Signature

[REDACTED]

Signed by [NAME]

[REDACTED]

Position

Deputy Director, Commercial...

for and on behalf of THE LORD CHANCELLOR

Signature

[REDACTED]

Signed by [NAME]

[REDACTED]

Position

[REDACTED]

for and on behalf of **EPIQ EUROPE LIMITED**

## **Schedule 1    Services and Lots**

### **Part 1   Services**

Schedule 1.3 – Lot 3 Specification for Attendance-Based Transcription Services  
(ATS) Civil and Family

## LOT 3 - ATTENDANCE-BASED TRANSCRIPTION SERVICES CIVIL AND FAMILY (ATS C&F)

### SCHEDULE 1.3: SERVICES SPECIFICATION

#### SERVICE REQUIREMENTS

#### ANNEXES

**Annex 1: Transcript Format and Requirements**

**Annex 2: Roles and Responsibilities**

**Annex 3: Technology Requirements**

**Annex 4: Information Assurance**

#### INTRODUCTION

1.1 This Service Requirements document and annexes set out details for an **Attendance-based Transcription Service Civil and Family** ('the Services') that the Attendance based Transcription Service Provider Civil and Family including Sensitive Case Service ('the Supplier') shall be required to deliver.

1.2 Attendance-based Transcription Services (ATS C&F) is the term used, for the purposes of this document, to describe the attendance at a Court or hearing venue to log who is speaking in a case as part of the official record

1.3 Sensitive Case Service (SCS) is the term used, for the purposes of this document, to describe the attendance at a secure location, to transcribe from an audio recording.

1.4 The Authority currently **delivers legal, verbatim Court reporting and transcription Services** through the following contractual relationships with a range of Suppliers. These Call-Off Contracts were aligned with the jurisdictional structure of His Majesty's Courts and Tribunal Service (HMCTS):

1.4.1 Transcription Services for Crown Courts;

1.4.2 Approved Transcription Panel (ATP) Framework for County, Family and High Courts;

1.4.3 Court Reporting and Transcription Services to the Court of Appeal (Criminal and Civil Divisions and Administrative Court);

1.4.4 Real-time Transcription; and,

1.4.5 Enhanced Security Transcription for Tribunals.

1.5 HMCTS continues to undergo a wide-ranging programme of reform. This programme aims to improve the services HMCTS provides - to create a sustainable justice system that provides modern and responsive services for all users and better value for taxpayers. As a consequence, the process for providing Transcription Services is subject to significant change. Further details relating to the HMCTS Reform programme can be found using the following link:

<https://www.gov.uk/guidance/the-hmcts-reform-programme>

1.6 The Authority has restructured the contractual relationships for Court Reporting and Transcription Services and shall appoint Suppliers also known as Functional Lot Providers

“**FLPs**” on a pan-jurisdictional basis (Crown Courts, Civil & Family Courts and Tribunals) to deliver the following Services:

1.6.1 Off-site Transcription Services (OTS) (initial Call-Off contracts expected with up to four Suppliers);

1.6.2 Attendance-based Transcription Services Crime (ATS-Crime) combined with Real-time Transcription Service (RTS) (initial Call-Off contract expected to be with one Supplier); and,

1.6.3 Attendance-based Transcription Services Civil and Family (ATS C&F) (initial Call-Off contract expected to be with one Supplier) and will include the Sensitive Case Service (SCS)

1.7 Requesters are not limited by the jurisdiction where their hearing happens is located and are able to choose from three types of Transcription Service Lots: OTS, ATS Crime/RTS and ATS Civil and Family including SCS.

## 1.8 Objectives

1.8.1 The Supplier shall deliver a service that will be transparent and comply with consistent timeliness and quality standards set by the Authority.

1.8.2 The Supplier shall comply with the strict security and information assurance measures that shall be in place to track and manage the transit, storage and deletion of audio and transcript data sent to and from the Authority, in accordance with Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security).

1.8.3 The Supplier shall provide this service by using loggers in the court.

1.8.4 The Supplier shall ensure that Transcripts are produced to a format, quality and timeliness standards prescribed by the Authority, and in a format that meets the data protection requirements set out in Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security) for publication readiness.

1.8.5 The Supplier shall work with the Authority to provide detailed Management Information (MI) that shall be collected including data on the timeliness and quality of the Transcription Services, giving the Authority the information it needs to manage the Call-Off Contracts effectively, ensure the quality of service and to support the development of future Contracts.

## 2. SUMMARY OF SERVICE REQUIREMENT

| Specification or Requirement       | Content Areas  |
|------------------------------------|--|
| <b>Responsibilities of the ATS</b> | <ul style="list-style-type: none"> <li>Outline of requirements</li> </ul>  |
| <b>Role of ATS</b>                 | Details of service to be provide<br><b>Sub Sections:</b> <ul style="list-style-type: none"> <li>Standard Service               <ul style="list-style-type: none"> <li>Orders</li> <li>Attendance at Court</li> <li>Production of a Transcript</li> </ul> </li> <li>Sensitive Case Service               <ul style="list-style-type: none"> <li>Orders</li> <li>Attendance to undertake Transcription</li> <li>Production of a Transcript</li> </ul> </li> <li>Reporting Restrictions</li> <li>Neutral Citation numbers</li> <li>CRATU</li> </ul> |
| <b>Personnel Requirements</b>      | Staffing levels; equality and diversity obligations; training & competence   |



|   |   |
|---|---|
|   | <b>Sub-sections:</b> <ul style="list-style-type: none"> <li>• Security Clearance;</li> <li>• Conduct &amp; Confidentiality;</li> <li>• Conflict of Interest</li> </ul>  |
| <b>Working with the Authority</b>                                     | <b>Sub-sections:</b> <ul style="list-style-type: none"> <li>• General</li> <li>• Technology &amp; Innovation;</li> <li>• Outsourcing and Offshoring</li> <li>• Welsh Language</li> <li>• Publication</li> <li>• Efficiency</li> </ul> |
| <b>Key Performance Indicators (KPIs) &amp; Management Information</b> | Reporting requirements; timescales  |
| <b>Managing Quality</b>   | Expectations; reporting; audit  |
| <b>Payment and Presentation of invoices</b>                           | Invoicing & payment; payment channels; audit requirements<br><b>Sub-sections:</b> <ul style="list-style-type: none"> <li>• Rates;</li> <li>• Cancellations;</li> <li>• Accounting &amp; Reconciliation</li> <li>• Audit</li> </ul>    |
| <b>Feedback &amp; Complaints</b>                                      | Responsibility for handling complaints; guidance for complainants; communication channels; timescales; escalation<br><b>Sub-section:</b> <ul style="list-style-type: none"> <li>• Priority complaints</li> </ul>                      |
| <b>Security Clearances</b>  | Security classifications; minimum requirements; roles & responsibilities  |
| <b>Business Continuity &amp; Disaster Recovery</b>                    | Drafting; testing; approval; reporting  |
| <b>Training and Guidance</b>  | Training materials  |

### 3. RESPONSIBILITIES OF THE ATS

#### 3.1 The Supplier shall:

- 3.1.1 Only undertake Transcripts upon receipt of an Order from the Authority.
- 3.1.2 Provide Personnel with the appropriate security clearances to undertake Orders;
- 3.1.3 Provide Transcripts which conform to the quality and format as detailed in Section 8 (Quality Management) and Annex 1 (Transcript Format Requirements);
- 3.1.4 Provide Personnel and Transcripts at the time indicated on the Order and in accordance with the KPI's as per Section 5 of this Schedule 1 (Personnel Requirements) and Annex Q of the Call-Off Contract terms and conditions (Performance);
- 3.1.5 Be responsible for the production of Transcripts for hearings where attendance-based services have been used to make a record of proceedings;
- 3.1.6 Notify the Authority immediately if it becomes apparent that the estimate provided for the Supplier's Services will increase;
- 3.1.7 Provide an IT system that is capable of allowing the secure exchange of digital information with the Authority's systems as per Annexes 3 (Technology Requirements) and 4 (Information Assurance) of this Schedule 1;
- 3.1.8 Have a process in place that allows the Authority to be updated on the progress of an Order immediately upon request.

3.1.9 Agree with the Authority the most appropriate way for a constant flow of communications between the Supplier and the Authority by the production of an agreed Communications Plan during Mobilisation and Implementation;

3.1.10 Comply with the security policy detailed in Annex 4 (Information Assurance) particularly in respect of handling, storing and returning of any physical audio that the Supplier will receive from the Authority;

3.1.11 Provide training to their Personnel to ensure the consistent quality required by the Authority (during Mobilisation and Implementation and throughout the Call-Off Contract period);

3.1.12 **Not** provide a copy of any Transcript to anyone other than the Authority without the express permission of the Authority.

3.1.13 All HMCTS data accessed, obtained or processed **will not** be processed or accessed from outside of the UK

3.2 The Supplier shall have a duty to work in a manner that maximises the benefits to the Authority, and Users and have a duty to inform the Authority of any serious issues arising in this area which may have an impact on successful delivery of the Authority's objectives.

3.3 In order to achieve paragraph 3.1 the Supplier shall as a minimum but not limited to:

3.3.1 Address any quality and timeliness issues brought to the Supplier's attention by the Authority in a prompt and professional manner;

3.3.2 The Supplier shall provide rates of Service available to the Authority to allow the Authority to identify the likely costs of the Service they require and if requested the Supplier shall provide a more formal estimate. No charge shall be made to the Authority for the provision of an estimate by the Supplier;

3.3.3 The Supplier shall be able to provide the Authority with Transcripts in both digital and hard copy format;

3.3.4 The Supplier shall undertake Transcript requests received after the hearing where their Personnel were in attendance as per paragraph 4.4;

3.3.5 All transcript versions will be linked and electronically stored, together with the Order and any other relevant information to create a single, searchable record of each Request;

3.3.6 The Supplier shall access the Authority's systems to download data e.g. Courtserve for daily case lists as per Annexes 3 (Technology Requirements) and 4 (Information Assurance);

3.3.7 Identify any audio issues which delay the provision of Transcripts and notify the Authority immediately through the agreed communication channels;

3.3.8 The Supplier shall establish a process to ensure compliance with all information assurance policies as per Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security) and Annex 4 to this Schedule 1 (Information Assurance);

3.3.9 The Supplier shall provide feedback to the Authority in order to continuously improve the User experience;

3.3.10 The Supplier shall provide to the Authority an email address that is easily identifiable as relating to the Services outlined in this specification;

3.3.11 The Supplier shall provide to the Authority a telephone number that shall be answered at all times during the hours of 8am-6pm during Working Days. The phone number provided by the Supplier shall be a non-premium and/or low call connection charge telephone number. The telephone number must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK; and,

3.3.12 The Supplier shall follow strict configuration management rules in accordance with the requirements of the Authority as per Annex 1 (Transcription Format Requirements)

3.3.13 The Supplier shall perform the Implementation Activities during the Mobilisation and Transition period, in accordance with the agreed Detailed Implementation Plan and this Specification, in order to ensure successful delivery of the contracted Services from the Service Commencement Date.

#### **4. ATTENDANCE-BASED TRANSCRIPTION SERVICE (CIVIL AND FAMILY)**

##### **Process**

4.1 There shall be, for the purposes of this Framework Agreement, two types of ATS requests:

4.1.1 Standard Service: A logger or stenographer, as specified, with the appropriate level of security clearance for the type of proceedings involved, attending premises, usually a Court or tribunal room, to make a record of the proceedings and subsequently produce a transcript, either upon request or automatically.

4.1.2 Sensitive Case Service: An audio typist/ transcriber with the appropriate level of security clearance transcribing in secure locations a case that has been defined as Official Sensitive or above as per paragraph 4.53

4.2 The majority of Requests for Standard Service will predominantly come from Administrative Court though there may be occasions when it will be necessary to provide this service in the Court of Appeal Criminal Division both located at the Royal Courts of Justice, London There will be occasions when Standard Service is required in Regional Crown Courts and Tribunals and the Supplier shall provide Personnel as indicated on the Order received via email.

4.3 Requests for Sensitive Case Service shall require attendance within the Central London area for a Transcriber to produce a Transcript from a recording as per paragraph 4.53.

4.4 In the event that a logger or other personnel is in Court / hearing where a transcript of the case is not produced there may be a Request for a transcript at a later date. The Supplier whose personnel attended the hearing will be required to produce that transcript.

4.5 The Authority shall generate an Order which provides all the information required to enable the Supplier to fulfil the Request.

##### **Receipt of the Order for ATS requests**

4.6 Requests for the ATS Sensitive Case service should only be received from the Authority. Requests from any other Requester shall be rejected by the Supplier, and the Requester referred to the Authority. Requests for transcripts resulting from hearings under the Standard Service shall be authorised by the Authority before the Supplier proceeds with the Request.

4.7 The Supplier shall receive an Order from the Authority and will be informed as a minimum of the following:

- 4.7.1 Which Service is required (Standard Service or Sensitive Case Service);
- 4.7.2 Number of Courts requiring loggers or transcribers
- (a) The requirement for a stenographer may be requested on an ad hoc occasion however this would be as a contingency rather than a routine request.
- 4.7.3 Details of hearing venue;
- 4.7.4 Level of security clearances required;
- 4.7.5 If any known Reporting Restrictions are in place (see paragraphs 4.75- 4.77);
- 4.7.6 Sensitive Case Service only:
- Hearing venue
  - Whom to report to on attendance/point of contact
  - Judge
  - Case name
  - Case number
  - Date of hearing
  - approximate length of audio (if applicable)

4.8 The final format of the Order shall be confirmed with the Supplier during Mobilisation and Implementation.

4.9 Upon receipt of a Request the Supplier shall check the Request for accuracy and completion. Where information provided is inadequate to proceed the Supplier shall notify the Authority by phone within one hour of receipt.

4.10 The Supplier shall as a minimum:

4.10.1 Record the date and time of receipt

4.10.2 Acknowledge receipt to the Authority and provide a single and unique Order Reference Number

## **Standard Service**

4.11 The Supplier shall ensure that they have the required number of Personnel (with the relevant security clearance) to allocate to the Courts / tribunals before accepting the Order.

4.12 The Supplier shall receive from the Authority the indicative numbers of required Court rooms that require cover, based on Courts expected to sit, one week in advance. Specific numbers of Court rooms will be received the day before they are required.

4.13 The Supplier shall allocate their Personnel to the Courts / tribunal, indicating the name and level of security of that individual to each Court and provide these details to the Authority by 16.30 on the date of receipt of the Order. The details of this process shall be finalised between the Authority and Supplier during Mobilisation and Implementation and may vary dependent on the jurisdiction making the Request.

4.14 For continuity purposes, where a specific logger has previously attended on a particular case, the Supplier shall, wherever practicable, allocate the same logger to attend any following proceedings in that case.

4.15 The Supplier shall notify the Authority of any change of details of allocated Personnel immediately.

#### **Inability to fulfil Order**

4.16 The Supplier shall take all reasonable steps to fulfil each Order.

4.17 The Supplier shall work with the Authority to develop a communication plan (during the Mobilisation and Implementation period) to ensure the timely and efficient fulfilment of Orders and enable the Authority to identify the capacity of the supplier to fulfil Orders.

4.18 Where the Supplier is unable to provide the appropriately security cleared Personnel or the required numbers of Personnel to attend Court as requested in the Order they shall notify the Authority within 30 minutes of receipt of the Order.

4.19 The requirements set out in paragraphs 4.17 – 4.18 shall be finalised between the Authority and Supplier during Mobilisation and Implementation.

4.20 The Authority shall work with the Supplier to avoid a risk of postponement of a listed case, to prioritise and reallocate available resources where this is acceptable to the Authority. With the Authority agreeing in advance on a case-by-case basis. In all such cases the Supplier shall be responsible for ensuring that the invoice correctly reflects the Service provided as per Section 9 (Payment and Presentation of Invoices).

4.21 Where the Supplier can only provide alternative Personnel to meet the Order (for instance alternative security clearances), the Order shall only be deemed as fulfilled where the alternative has been accepted by the Authority. Where the alternative is not acceptable to the Authority the Order shall be considered unfulfilled.

4.22 The Supplier Personnel shall attend each day of the Service at the allocated time and place confirmed within the Order by the Authority. Non-attendance of Supplier Personnel shall be considered as an Unfulfilled Order.

4.23 The non-attendance of Supplier Personnel at the allocated time and place confirmed with the Authority shall be considered an unfulfilled Order.

4.24 In the event that after accepting the Order the Supplier Personnel are unable to attend Court e.g. sickness, the Supplier shall immediately notify the Relevant Court and work with the Authority to avoid further delay in the fulfilment of the Order. The details of this process shall be finalised between the Authority and Supplier during Mobilisation and Implementation.

4.25 The Supplier shall record the reason and make available all instances where it was unable to fulfil an Order or an alternative attendance was accepted by the Authority, in accordance with Annex Q of the Call-Off Contract terms and conditions (Performance) and Annex A to Schedule 6 of the Framework Agreement (Monitoring and Management Information).

4.26 The Authority shall have the right to cancel any order up until 5.30 p.m. the day before the date of attendance without incurring a cancellation fee.

#### **Attendance at Court / tribunal hearing**

4.27 The Supplier's Personnel shall report their attendance to the Court/ tribunal Court clerk or usher 30 minutes before hearings are due to commence. The Supplier Personnel should not make direct contact with the Judge in Court without the express permission of the Court clerk or usher.

4.28 The Supplier shall have in place a process to notify the relevant Court or tribunal of any delays to an assigned Supplier personnel which could impact the request as per paragraph 4.24. This shall be agreed with the Authority and Supplier during Mobilisation and Implementation.

- 4.29 The Court or tribunal shall immediately notify the Supplier where the Supplier's Personnel fail to attend.
- 4.30 The Supplier and the Authority shall agree an acceptable time period for the Supplier to find replacement Supplier Personnel, where the case (or other event) can be delayed. The Supplier shall provide updates to the Authority on the progress in fulfilling the Order and, with each update, an estimated time of arrival of the Supplier Personnel for agreement by the Authority. An Order shall only be considered to have been fulfilled where the estimated time of arrival has been accepted by the Authority.
- 4.31 The Authority may re-allocate the Order to another FLP should the Supplier's proposals for a replacement be unacceptable and the Order would be deemed to be unfulfilled by the Supplier.
- 4.32 Paragraphs 4.30 to 4.31 shall be agreed with the Authority and Supplier during Mobilisation and Implementation.
- 4.33 The Supplier's Personnel shall wear their photographic identity pass at all times they are on Authority premises as per paragraphs 4.70; 5.7 and Annex 2 (Roles and Responsibilities). Failure by the Supplier Personnel to show their identification pass shall result in the Supplier Personnel being denied access to fulfil the Order and shall consequently be treated by the Authority as an unfulfilled Order as per Section 9 (KPIs and Management Information)
- 4.34 The Supplier's Personnel shall assemble any required equipment before the commencement of hearings to ensure the Court/ tribunal is not delayed or disturbed in any way.
- 4.35 When assembling the required equipment, the Supplier's Personnel will not unplug any of the Court/ tribunal's equipment unless permission has first been obtained. The removal of the equipment must be completed after the conclusion of the hearings in a timely manner so as not to delay or disturb the next case.
- 4.36 Unless the Authority's Operations Manager for the location of the Court / tribunal gives express permission in relation to a specified hearing the Supplier shall ensure that their Personnel do not use any additional audio recording device.
- 4.37 Where the Authority gives permission under paragraphs 4.35 and 4.36, the Supplier shall ensure that its audio recording device complies with the encryption requirements in Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security).
- 4.37.1 The information held on the Supplier's audio recording shall be encrypted and uploaded to the Supplier's secure network at the end of the Working Day, following which the information shall be deleted immediately from the device.
- 4.37.2 No more than one final Transcript of the hearing recorded shall be produced by the Supplier.
- 4.37.3 The Supplier shall keep securely any audio recording devices or equipment used to fulfil the transcription service and any incident shall be immediately reported to the Authority.
- 4.38 The Supplier Personnel shall undertake a record of the proceedings as required by the Authority. Full details of the circumstances where a Transcript should be produced automatically following attendance to record proceedings shall be provided by the Authority during Mobilisation and Implementation.
- 4.39 There may be occasions when the Supplier Personnel may be released from the Courtroom however they shall remain on call and available at no more than 15 minutes' notice

until 17.00, or until they are released by the Authority. On these occasions communication on the release and recall shall be between the Supplier and the Court.

4.40 Whilst on call the Supplier Personnel must remain on site unless otherwise instructed, and may be provided with additional tasks (for which they are qualified) by the Authority i.e. the Transcription of Court hearings from audio provided by the Authority, or the preparation/editing of Transcripts. Workspace and equipment shall be provided by the Authority on these occasions.

4.41 If the Supplier requires any documentation (e.g. bundles) from the Royal Courts of Justice (RCJ) or other Authority sites, the Supplier shall request them from the Court or tribunal. The Supplier shall not remove documents from the Courtroom without permission of the Authority. Further details on this procedure shall be provided to the Supplier by the Authority during Mobilisation and Implementation.

### **Production of Transcript**

4.42 Full details of the different types of Transcripts that the Supplier shall be required to produce for the relevant jurisdictions shall be provided to the Supplier by the Authority during Mobilisation and Implementation. This shall include but is not limited to:

- 4.42.1 Judicial Judgments;
- 4.42.2 Judicial Directions;
- 4.42.3 Drafts of Judicial directions;
- 4.42.4 Full Transcripts of proceedings or hearing;
- 4.42.5 Sentencing Remarks; and,
- 4.42.6 Judges Summing up.

4.43 The Authority in each individual Court or hearing venue shall indicate what part of the proceedings is required for Transcription and by when the Transcript should be produced. The Supplier shall charge the appropriate rate in accordance with those timescales

4.44 The Supplier shall ensure that the Transcript follows the format information set out in paragraph 8.3-8.4 and Annex 2 (Roles and Responsibilities) and applies any configuration management determined by the Authority, see paragraph 8.8.

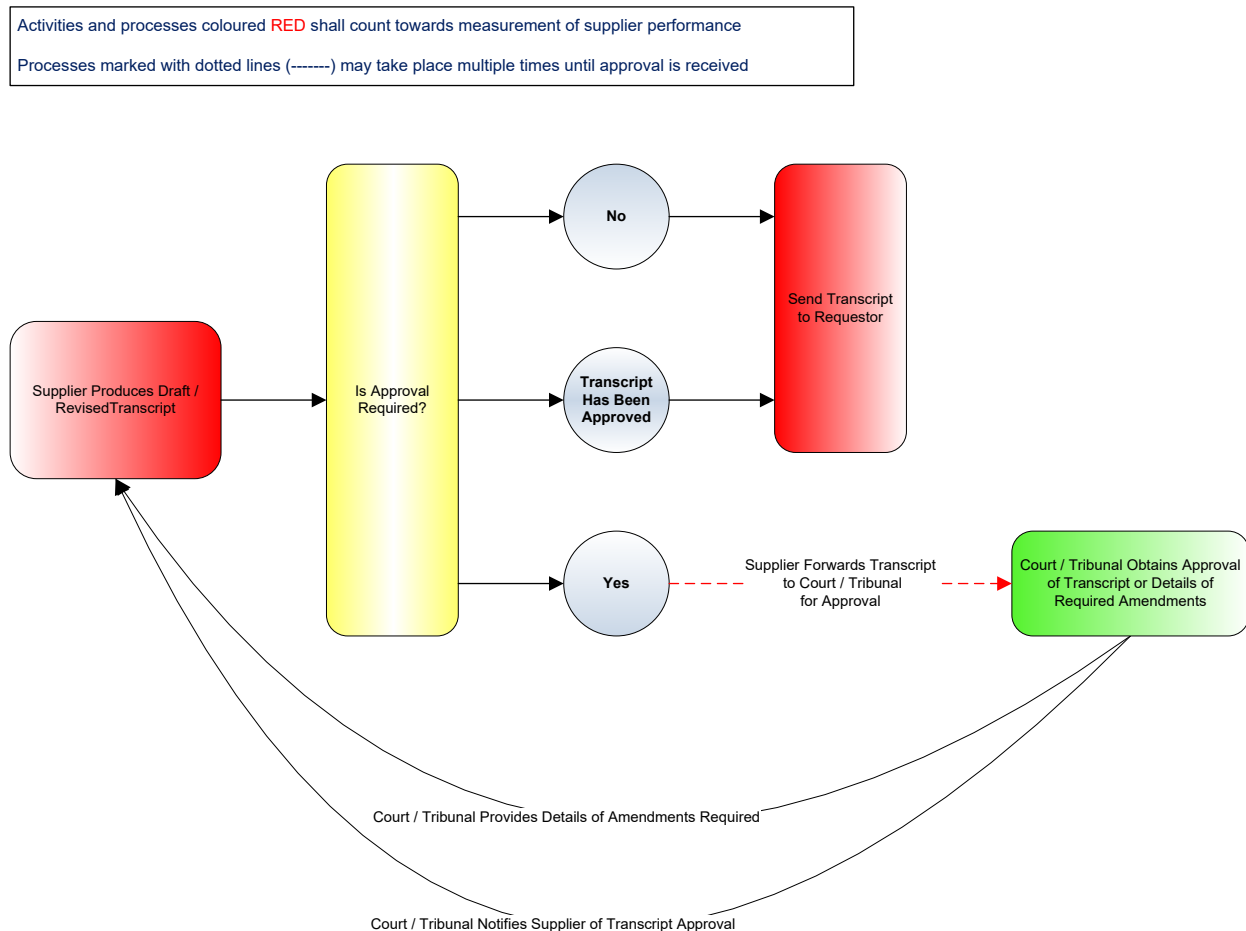
4.45 The Supplier shall ensure that the Transcript meets the quality requirements identified in Section 8 and Annex 2 (Roles and Responsibilities)

4.46 The Supplier shall ensure that completed Transcripts are returned to the Authority in accordance with the timescales required to fulfil the Order as identified in the table below as per Annex Q of the Call-Off Contract terms and conditions (Performance).

|                             |
|-----------------------------|
| <b>Overnight (24 hours)</b> |
| <b>48 hours</b>             |
| <b>3 Working Days</b>       |
| <b>7 Working Days</b>       |
| <b>12 Working Days</b>      |

4.47 Supplier performance shall be measured against the activities for which they are responsible e.g. time taken to supply a draft Transcript and subsequent revisions to the Authority. Time taken for the Supplier to obtain approval or details of amendments shall not count towards measurement of Supplier performance.

4.48 The diagram below outlines the concept of the approvals process as currently envisaged. It is provided for illustrative purposes only and may be subject to change. Precise details of the approvals process for the various jurisdictions shall be agreed during Implementation and Mobilisation.



4.49 The Supplier shall liaise with the Authority where approval of the Transcript is required and shall also send copies of all versions of Transcripts to the Authority (responsible Court office) during the approval process until the final Transcript has been agreed. Further details on this procedure shall be provided to the Supplier by the Authority during Mobilisation and Implementation.

4.50 The Supplier shall provide a digital copy of the Transcript to the Authority / Requestor in accordance with Information Assurance and Security requirements set out in Annex D to the Call-Off Contract terms and conditions. If however the Authority / Requestor only orders a hard copy of a Transcript, this shall be provided by the Supplier at no additional cost.

4.51 The Supplier shall undertake any required amendments to the Transcript. These amendments shall follow the same procedures listed in paragraphs 4.44 - 4.45. This shall continue until such time as the Authority informs the Supplier that the Transcript has been approved.

4.52 When the Supplier receives confirmation from the Authority that a Transcript has been approved the Supplier shall:

4.52.1 Return all documentation (bundles) to the RCJ or other Authority site within 2 Working Days or as directed by the Authority;



4.52.2 Ensure that all copies and records of proceedings, however held, on Supplier Personnel equipment are uploaded on to the Supplier system for retention purposes within 5 Working Days as detailed in Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security);

4.52.3 Ensure that all records of proceedings, this includes initial, amended copies and finalised transcripts and any other proceedings held by the Supplier or their Personnel, are retained on the Suppliers systems as per the Authority's retention schedule as detailed in Annex 4 (Information and Assurance); and,

4.52.4 Ensure all copies and finalised records of proceedings held on the Supplier's systems comply with security requirements detailed in Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security).

### **Sensitive Case Service**

#### **Audio Transcription of Sensitive Cases**

4.53 Cases classified as Official Sensitive or above by the Authority that require the Supplier to provide an audio typist to undertake a Transcription from an audio recording shall be dealt with at a small number of locations within central London, although the Supplier should have the capability to provide such services nationally if required to do so by the Authority.

4.54 The Authority shall provide equipment in a secure room at central locations to enable the Supplier to undertake Transcriptions of Sensitive cases. Further details on this procedure shall be provided to the Supplier by the Authority during Mobilisation and Implementation.

4.55 The Supplier Personnel shall ensure that due care is taken of the Authority's equipment within the secure room, that any incidents involving the Authority equipment shall be immediately reported to the Authority and if the Supplier Personnel are in any way responsible for the breaking of the equipment the Supplier shall be responsible for any costs incurred by the Authority to repair the equipment.

4.56 The minimum security clearance acceptable for a SCS booking is SC clearance. Some cases may require DV security clearance, and this shall be notified to the Supplier on the Order as per Section 14.7. All Special Immigration Asylum Commission (SIAC) cases will require a DV clearance transcriber.

#### **Receipt of Order**

4.57 The Supplier shall receive an Order from the Authority which shall contain the information required to allow the Supplier to allocate Personnel with the correct level of security clearance and follow the same format as laid out in paragraph 4.7.

4.58 The Supplier shall provide Personnel to undertake Sensitive Case Service Orders within the time frame indicated on the Order.

4.59 The Supplier shall allocate their Personnel for the Order indicating the name and level of security of that individual and provide these details to the Authority by 16:30 on the date of receipt of the Order. The details of this process shall be finalised between the Authority and Supplier during Mobilisation and Implementation.

4.60 The Supplier shall notify the Authority to any change of details of allocated Personnel immediately.

#### **Inability to fulfil Orders**

4.61 The Supplier shall take all reasonable steps to fulfil each Order.

4.62 There shall be regular communication between the Supplier and the Authority to identify the Suppliers ability to fulfil Order.

4.63 Where the Supplier is unable to provide the required numbers of appropriately security cleared Personnel as requested in the Order they shall notify the Authority within 30 minutes of receipt of the Order.

4.64 In the event that after accepting the Order the Supplier Personnel are unable to attend as per the requirements in the Order e.g. sickness, the Supplier shall immediately notify the person identified as point of contact in the Order and work with the Authority to avoid further delay in the fulfilment of the Order. The details of this process shall be finalised between the Authority and Supplier during Mobilisation and Implementation.

4.65 The requirements set out in paragraphs 4.62 – 4.63 shall be finalised between the Authority and Supplier during Mobilisation and Implementation.

4.66 Where appropriately security cleared Personnel cannot be provided to meet the Order it shall deemed to be unfulfilled as per Section 9 (KPIs and Management Information)

4.67 The Authority shall have the right to cancel any order up to 5.30 p.m. the day before the date of attendance without incurring a cancellation fee.

4.68 The Supplier shall record the reason for all instances where it was unable to fulfil an Order, in accordance with Annex Q of the Call-Off Contract terms and conditions (Performance) and Annex A to Schedule 6 of the Framework Agreement (Monitoring and Management Information).

#### **Attendance at the Authority's premises**

4.69 The Supplier Personnel who attend shall have the required level of security classification as directed in the Order as per Annex 4 (Information and Assurance) and paragraphs 14.5 – 14.7

4.70 The Supplier Personnel shall attend the location at the designated time (during normal working hours) and report to a person identified on the Order who shall check their photographic identity pass. Failure by the Suppliers Personnel to show their identification badge shall result in the Supplier Personnel being denied access to fulfil the Order and shall consequently be treated by the Authority as an unfulfilled Order.

#### **Production of a Transcript**

4.71 The Supplier shall ensure that the Transcript follows the formats set out in paragraph 8.3-8.4 and Annex 2 (Roles and Responsibilities) and applies any configuration management determined by the Authority.

4.72 The Supplier shall ensure that the Transcripts meet the quality required as detailed in paragraphs 6.56 to 6.61 (Quality Management) and Annex 1 (Transcript Format Requirements). To facilitate this a list of names and/or places may be provided to the Supplier.

4.73 The Supplier shall provide the completed Transcript to a person identified by the Authority by the time and date stated in the Order. Full details of how to deal with Transcripts under the Sensitive Case Service shall be provided to the Supplier, by the Authority during Mobilisation and Implementation.

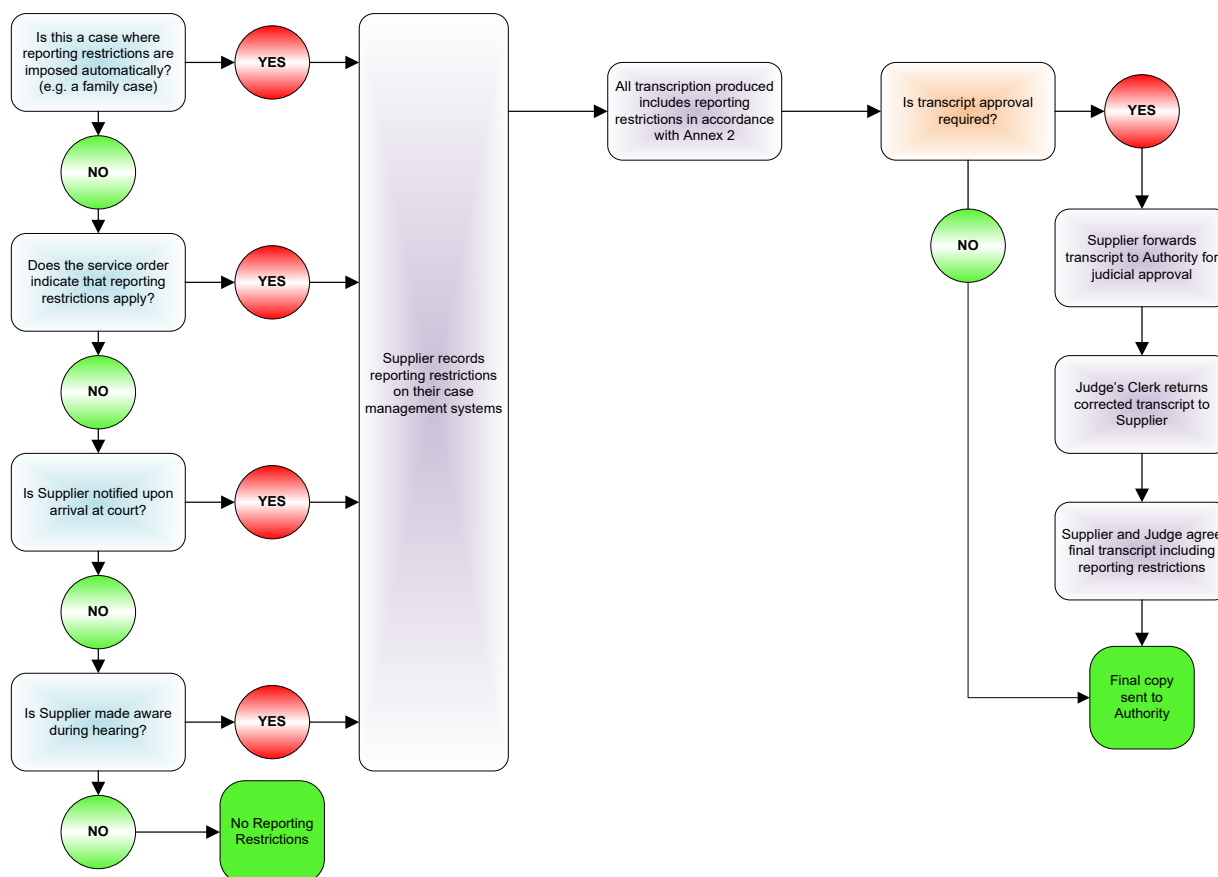
4.74 **No** copies of any Transcript undertaken in cases which fall under the Sensitive Case Service shall be retained by the Supplier. This is of the utmost importance to the Authority.

## Information for Standard and Sensitive Case Services

### Reporting Restrictions

4.75 Where notified by the Authority or where they could reasonably be expected to be aware of a Reporting Restriction during the course of the hearing, which may include anonymising names, the Supplier shall take steps to ensure that any Transcript shall show the reporting restrictions in a clear and prominent place. The Supplier shall ensure that all of their Personnel are fully trained in handling audio and Transcripts with Reporting Restrictions. This is of the utmost importance to the Authority.

4.76 The diagram below explains the process of how notification of Reporting Restrictions can or will occur and the process to be followed thereafter.



4.77 A detailed explanation of Reporting Restrictions, when they apply and, expectations in terms of checking eligibility is included in Annex 2 (Roles and Responsibilities). Full details shall be provided during Mobilisation and Implementation.

### Neutral Citation Numbers

4.78 Neutral Citation Numbers are allocated to any judgment made by a Court which could have a persuasive or binding effect upon the same Court or another Court and shall be allocated by the Authority.

4.79 The Supplier shall request a Neutral Citation Number from the Authority to be included on the Transcription front sheet. See para 8.3.8

### The Court Reporting Transcription Unit (CRATU)

4.80 CRATU is based in the RCJ and looks after all recordings made in the RCJ. It provides audio recordings of hearings from the RCJ and the Rolls Building to the Supplier.

4.81 If the Supplier requires any recordings from CRATU they shall make a request to CRATU who shall obtain the audio and send to the Supplier in digital format as per Annex 4 (Information and Assurance).

## **5. PERSONNEL REQUIREMENTS**

5.1 The Supplier shall provide and manage sufficient Personnel or sub-contractor Personnel to deliver the Services throughout the Call-Off Contract Period and shall maintain a process to rapidly respond to exceptional and extraordinary circumstances where for example, a large volume of loggers or transcribers are required at short notice.

5.2 The Supplier shall ensure they demonstrate that their recruitment procedures are open, fair and transparent and do not breach any part of the Equality Act 2010.

5.3 The Supplier shall have Personnel who shall have sufficient expertise and knowledge of the Court and tribunal process and have the ability to understand and interpret complex legal and technical phraseology to undertake the production of Transcripts or attend Court or a Tribunal in an efficient, effective, timely, customer focused and accurate manner

5.4 The Supplier shall ensure that their Personnel know the correct method of addressing Judiciary across all jurisdictions.

5.5 The Supplier shall ensure that their Personnel comply with legal and security requirements associated with the materials they are handling as per Annex 4 (Information and Assurance)

5.6 The Supplier shall ensure that their Personnel attend the Court or hearing venue with the relevant equipment to enable a verbatim note to be taken of proceedings, except where an audio typist is required under the Sensitive Case Service. This equipment must also have the ability to immediately recall what has been said, if required to do so by the Authority during proceedings.

5.7 The Supplier shall provide Personnel with a photographic identification pass. The format of the pass shall be agreed with the Authority during Mobilisation and Implementation as per Annex 2 (Roles and Responsibilities) for full details.

5.8 The Supplier shall provide evidence to the Authority that their Personnel understand and adhere to the requirements set out in the Framework and Specification documents (such as quality defined formats), that they understand the operation of the Courts and tribunals and that they can:

5.8.1 Produce complex texts from audio recordings;

5.8.2 Maintain a high level of keyboard speed and accuracy;

5.8.3 Understand the context of and utilise legal terminology;

5.8.4 Research legal references and have access to relevant legal materials;

5.8.5 Understand the nature and implications of Reporting Restrictions and ensure that these are maintained;

5.8.6 Understand the operation of the Authority; and,

5.8.7 Understand the nature and implications of Information Assurance and ensure that these are maintained.

### **Security**

5.9 The Supplier shall ensure that all its Systems and Personnel meet the Authority's Security and vetting requirements details of which can be found in:

- 5.9.1 Section 11 – Information Assurance, Record Retention and Cyber Security
- 5.9.2 Section 12 – Security Information
- 5.9.3 Section 14 – Training and Guidance
- 5.9.4 Annex 3 – Technology Requirements
- 5.9.5 Annex 4 – Information Assurance
- 5.9.6 Schedule 6 – Cyber Security

### **Code of Conduct and Confidentiality Undertaking**

5.10 The Supplier shall ensure that all its Personnel sign up to the Authority's Code of Conduct and Confidentiality Undertaking requirements in Annex 2 (Roles and Responsibilities) before they undertake any services for the Authority.

5.11 The Supplier shall provide the Authority with details of how it shall enforce the Code of Conduct as detailed in Annex 2 (Roles and Responsibilities) for all Supplier Personnel, what procedures it shall put in place to investigate breaches of the Code of Conduct and how it shall provide evidence that actions have been taken (during Mobilisation and Implementation)

### **Conflict of Interest**

5.12 The Supplier shall ensure that there is no conflict of interest or perceived conflict of interest between any of the Supplier's Personnel and roles they provide whilst attending the Authority's premises.

5.13 Further detail of roles and responsibilities can be found at Annex 2 (Roles and Responsibilities).

## **6. WORKING WITH THE AUTHORITY**

### **General**

6.1 The Supplier shall be responsible for obtaining from the Authority, any permissions required prior to the undertaking of a transcript. Further details on this procedure shall be provided to the Supplier by the Authority during Mobilisation and Implementation.

6.2 Where the Authority request a copy of a Transcript, the Supplier shall match and link a Request to any previous Requests made on the same case to establish if a Transcript has previously been completed. Where a Transcript already exists, the Supplier shall calculate and apply the Copy Rate to be charged and notify the Authority.

6.3 Where the Supplier receives a request for a copy of a Transcript from someone other than the Authority, the Supplier shall check with the Authority that they will give permission for a copy to be released. If the Requester is not given the required permission, the Supplier should notify them of this and should not proceed with the process. Where the Authority has approved the request for Transcript, the Supplier shall be responsible for providing a copy of the Transcript to the Requester and apply the Copy Rate.

6.4 The Supplier shall provide the Authority or the Requester with a copy of the Transcript within 1 working day of receipt of Request or permission being granted and payment having been received from the Requester.

6.5 In the event that no FLP will agree to provide services to a requester, the Authority reserves the right to nominate an FLP who shall carry out the work.

## **Legacy Data**

6.6 The existing transcript companies have retained (in paper and/or digital format) Transcripts. These are used in the event that a further request for a transcript is received. As a minimum the Supplier shall:

6.6.1 Establish and maintain a database for the storage of transcripts produced in the full year prior to the Effective Date;

6.6.2 Work with the existing transcription companies to arrange safe and secure transfer of data in accordance with Information Assurance requirements (Annex 4 (Information and Assurance));

6.6.3 Establish a catalogue and retrieval system to ensure that, where applicable, a transcript copy can be supplied to a Requester and appropriate charging can be applied;

6.6.4 Retain/destroy Transcripts in accordance with the Retention Policy;

6.6.5 Report in accordance with the MI requirements detailed in Annex A to Schedule 6 of the Framework Agreement (Monitoring and Management Information); and,

6.6.6 Hand over all Transcripts to the Authority, or new Supplier, at the end of the Call-Off Contract with detailed guidance to support easy retrieval.

6.7 The Supplier shall provide a detailed plan to be agreed by the Authority during Mobilisation and Implementation describing how it proposes to gather legacy transcripts from current transcript companies and how it will store, archive and subsequently access all legacy and new Transcripts.

## **Technology Requirement**

6.8 The Supplier shall comply with the Authority's Technology Specification in Annex 3 (Technology Requirements) and Cyber Security in Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security);

6.9 The Supplier shall ensure that its systems and procedures support clear and open access to data by the Authority.

6.10 The Supplier shall be required to receive and transmit all material in digital format securely to and from the Authority.

6.11 The Supplier shall provide to the Authority an email address that is easily identifiable as relating to the Services and a telephone number that shall be answered at all times during the hours of 8am-6pm during Working Days (a day on which the Court or Tribunal is currently open i.e. a day other than a Saturday or Sunday, public bank holidays on which a Court or Tribunal is open).

6.12 The Supplier shall be required to have equipment that can listen to audio recordings supplied by the Authority in a digital format without losing the multi-channel status of the recordings.

6.13 The Supplier shall be required to provide the quantity of stenography equipment that shall ensure all Orders for Standard Service can be fulfilled. The stenography equipment shall be capable of transferring the record of hearing in a secure manner that complies with the requirements of Schedule 6 to the Framework Agreement (Information Assurance).

6.14 The Supplier shall ensure they maintain a Supplier Website for users and potential users of the Services:

6.14.1 The website shall include all the information and guidance necessary for users to order the Services, including how issues will be dealt with and the complaints process

6.14.2 The website shall be easily accessed and understandable by users

6.14.3 The website must support assistive technology in accordance with the Equalities Act 2020

6.14.4 The website must be able to be easily and quickly able to be updated if necessary

6.14.5 The Supplier shall ensure, by close liaison with the Authority, that any information shown on the Supplier's website, does not in any way conflict or contradict any information shown on the Authority website.

6.15.6 The website shall be compliant with Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security).

6.15 The Supplier shall notify the Authority five Working Days in advance if any of their IT systems which they use for transcription services will not be available for planned upgrade or maintenance and how the Supplier shall maintain the ability to deliver Services during this period.

6.16 The Authority shall have the right of audit of any technology used for the purposes of supplying Services to this Call-Off Contract.

6.17 The Authority does not intend on making immediate changes to its existing audio ICT arrangements although changes may occur during the Call-Off Contract Period.

### **Technology and further innovation**

6.18 The Supplier shall proactively engage with innovations being developed by the Authority and seek new opportunities for innovation that could be used to improve delivery of the Services.

6.19 Any technological or other innovation proposals shall be submitted to the Authority for consideration and, where appropriate introduced in accordance with an implementation plan to be agreed with the Authority.

### **Outsourcing and Offshoring**

6.20 The Supplier shall comply with Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security).

6.21 All HMCTS data accessed, obtained or processed will not be processed or accessed from outside of the UK.

6.22 Not used.

### **Welsh Language**

6.23 The Supplier shall, for the term of the Call-Off Contract, comply with the Welsh language Act 1993 and the principles of the MoJ's Welsh Language Scheme at no additional cost, specifically in relation to provision of Legal Verbatim transcripts in a bilingual format and access to Welsh-speaking authorised Personnel.

6.24 Details of the Welsh Language Scheme can be found on the justice website as below and will be updated periodically.

<https://www.gov.uk/government/publications/moj-welsh-language-scheme-2018>

### **Publication**

6.25 The Call-Off Contract prohibits publishing material, and any applications for the publications of all such material should made to the Authority. Under no circumstances shall the Supplier provide any copies of Transcripts to any publishing institution. This is of the utmost importance to the Authority.

- 6.26 In the event that a Supplier receives, from a non-government or public sector body, either:
- (a) multiple requests for transcripts on a consistent basis (more than 20 per month);
  - (b) a standing request for a set or subset of transcripts e.g. all transcripts from a specific Court or jurisdiction, or a wide selection from the same;
- the FLP shall inform Authority at the earliest opportunity, and seek approval from the Authority for the continuation of supply.

## **Efficiency**

6.27 The processes the Supplier uses to manage the provision of the Transcripts should provide a high level of automation in communications; transfer of work to and from their Personnel; and, interactions with their Personnel, the Authority and the Supplier's own systems. The Authority expects that this automation shall reduce delay in processing Requests, enable collection of detailed KPI and MI and, if requested by the Authority, ad hoc, up-to-date status on Service delivery.

## **7. KEY PERFORMANCE INDICATORS AND MANAGEMENT INFORMATION**

7.1 The Supplier shall be required to deliver a level of Service as described in Annex Q of the Call-Off Contract terms and conditions (Performance) and report against KPI's monthly to the Authority.

7.2 The Supplier shall be required to collect management information as described in Annex A to Schedule 6 of the Framework Agreement (Monitoring and Management Information) and submit this monthly to the Authority. The Supplier shall work with the Authority and make changes to KPIs and MI as considered appropriate.

7.3 The Supplier shall put in place a process that includes but is not limited to:

7.3.1 Gathers KPI and Management Information for submission to the Authority as set out in Annex Q of the Call-Off Contract terms and conditions (Performance) and Annex A to Schedule 6 of the Framework Agreement (Monitoring and Management Information);

7.3.2 Collates KPI and Management Information in a format to be agreed with the Authority during Mobilisation and Implementation;

7.3.3 Allows the Authority to have access to raw data; and,

7.3.4 This process may be updated by the Authority during the Call-Off Contract Period.

7.4 As a minimum the Supplier shall meet the following requirements:

7.4.1 Record all of the data required by the Authority as detailed in Annex Q of the Call-Off Contract terms and conditions (Performance) and Annex A to Schedule 6 of the Framework Agreement (Monitoring and Management Information); and this Schedule 1 Annex 4 (Information Assurance);

7.4.2 Provide scheduled monthly and quarterly management information reports to the Authority; and,

7.4.3 Provide Ad-Hoc KPI and management information reports as and when requested by the Authority within 1 Working Day of receipt of a request. However in some circumstances this information will be required more quickly e.g. Freedom of Information requests to the Authority.

7.5 The Authority and its authorised representatives shall have the right to audit or examine source data kept by or under the control of the Supplier.



7.6 Details of the suite of reports shall be agreed with the Authority during the Mobilisation and Implementation.

7.7 The Supplier shall be required to attend regular performance review meetings with the Authority the scheduling of which shall be agreed during Mobilisation and Implementation.

## **8. QUALITY MANAGEMENT**

8.1 The Supplier shall have a quality management process in place as per Annex 2 (Roles and Responsibilities)

8.2 The Supplier shall be responsible for assuring the quality of their products. The Quality Management System (QMS) that the Supplier must deliver from Service Commencement Date shall be refined in consultation with the Authority, and for agreement by the Authority, during the Mobilisation and Implementation. It is expected that the QMS will continuously be revised and improved during the term of the Call-Off Contract. The Supplier shall be required to undertake dip sampling as part of the QMS. The percentage of dip sampling checks to be conducted will be agreed during Mobilisation and Implementation.

8.3 The Supplier shall be responsible for producing all Transcripts, except draft Transcripts requested solely in order to check judicial directions or similar, in the following format and the Supplier shall ensure that format is used as part of its Quality Management. As a minimum the Supplier shall check that:

8.3.1 Transcripts are verbatim, exactly as uttered, except

(a) When preparing a Transcript of a Judge's ruling or Judgment, the Transcriber shall eliminate false starts (i.e. where the Judge begins a phrase or sentence, then breaks off and starts it again): in such cases only the second version of the sentence or phrase concerned should be included;

8.3.2 Text correctly spelt and punctuated;

8.3.3 Text appropriately divided into paragraphs;

8.3.4 Spelling is as per the Oxford English Dictionary;

8.3.5 Transcript is on white A4 paper (electronic versions should be sent formatted for A4 portrait layout ready for printing), with A – H lettering references down the left hand side and page numbering. This may be subject to change and shall be confirmed by the Authority during Mobilisation and Implementation;

8.3.6 Transcripts should use Arial font size 12 at 1.5 line spacing;

8.3.7 The process of identifying, flagging up and anonymising Transcripts of proceedings which are subject to Reporting Restrictions, as detailed in Annex 1 and paragraphs 4.75-77 is being adhered to;

8.3.8 The names of any judgments cited are underlined and the references given e.g. Neutral Citation Numbers;

8.3.9 Spelling, punctuation and paragraphing of the Approved Transcript is in accordance with the draft judgement as amended by the Judge;

8.3.10 A title page is included at the beginning of the Transcript and contains the following:

(a) the title of the Court or Tribunal and address where proceedings took place;

(b) the title and name of the judge;

- (c) the case number and title and when requested (if applicable):
  - the order date,
  - order number,
  - Criminal Appeal Office reference number,
  - Neutral Citation Number
- (d) the date(s) and start and finish time(s) of that part of the proceedings being transcribed;
- (e) subject to a specific request for anonymisation due to any reporting restrictions, the full names of the parties and their status in the proceedings;
- (f) the names of the legal representatives for each party, or, subject to a specific request for anonymization due to any reporting restrictions, the description of any party appearing in person, and in the case where a party was represented by Counsel, the name of his instructing solicitor;
- (g) the name, business address, telephone number and secure email address of the Supplier;
- (h) a short description of the Transcript type, e.g. sentencing remarks; judgment
- (i) the relevant protective marking based on the contents of the Transcript, Official Sensitive, Secret, Top Secret;
- (j) any reporting restrictions in place;
- (k) all Transcripts include the following warning in a prominent position on the front page:
 

“If this Transcript is to be reported or published, there is a requirement to ensure that no reporting restriction will be breached. This is particularly important in relation to any case involving a sexual offence, where the victim is guaranteed lifetime anonymity (Sexual Offences (Amendment) Act 1992), or where an order has been made in relation to a young person”.
- (l) all Transcripts include the following notice in a prominent position on the front page:
 

“This Transcript is Crown Copyright. It may not be reproduced in whole or in part other than in accordance with relevant licence or with the express consent of the Authority. All rights are reserved.” [Subject to further development and approval].
- (m) positioned at the bottom of the page; ‘this Transcript has been approved by the Judge’.
- (n) Complies with configuration management requirements.

8.3.11 Where the Supplier is notified of a Transcript being required in an alternative format via the Order they shall comply with that request.

8.4 The Supplier shall be responsible for providing drafts of judicial directions which shall be in the following format;

8.4.1 Transcripts are verbatim;

8.4.2 Text accurate in spelling and punctuation;

8.4.3 Text appropriately divided into paragraphs;

8.4.4 Transcript is on white A4 paper (electronic versions should be sent formatted for A4 portrait layout ready for printing);

8.4.5 Transcripts should use Arial font size 12 at 1.5 line spacing;

8.4.6 The names of any judgments cited are underlined and the references given;

8.4.7 A title page is included at the beginning of the Transcript and contains the following:

(a) the title of the Court or Tribunal and address where proceedings took place;

(b) the title and name of the judge;

(c) the case number and title;

(d) Criminal Appeal Office reference number;

(e) the date(s) and start and finish time(s) of that part of the proceedings being transcribed;

(f) subject to a specific request for anonymization due to any reporting restrictions, the full names of the parties and their status in the proceedings;

(g) the names of the legal representatives for each party, or, subject to a specific request for anonymization due to any reporting restrictions, the description of any party appearing in person, and in the case where a party was represented by Counsel, the name of his instructing solicitor;

(h) the name, business address, telephone number and secure email address of the Supplier;

(i) positioned at the bottom of the page 'Draft Transcript';

8.5 The Transcriber shall certify all Transcripts as an accurate and complete record of the proceedings or part thereof, by including the following wording at the end of each Transcript:

"[Supplier name] hereby certify that the above is an accurate and complete record of the proceedings or part thereof]"

8.6 All details provided in paragraphs 8.3 – 8.5 shall be confirmed during Mobilisation and Implementation.

8.7 Where it is brought to the Authority's attention by a third party that the quality of the Service provided is not as to the standard agreed in the QMS the Authority shall liaise with the Supplier to rectify the situation. The Authority's decision on what constitutes quality shall be final.

8.8 The Supplier shall implement and maintain comprehensive configuration management controls to ensure that all Transcripts, and drafts of Transcripts, are named and catalogued in accordance with agreed conventions. The Supplier shall ensure robust version control is applied to the production of all Transcripts and a clear audit trail is maintained. The exact details of the configuration management policy shall be agreed with the Authority during Mobilisation and Implementation.

8.9 The Supplier shall use the Key Performance Indicators (KPI), Management Information (MI) and Service Levels detailed in Annex Q of the Call-Off Contract terms and conditions (Performance) and Annex A to Schedule 6 of the Framework Agreement (Monitoring and Management Information), to work with the Authority to ensure quality and timeliness of the Services.

## **9. PAYMENT AND PRESENTATION OF INVOICES**

9.1 Where the Order is raised by the Authority the Supplier shall be paid by the Authority.

9.2 The Supplier shall invoice the Authority monthly in arrears for the Services provided.

9.3 Payment shall be made within 30 days of receipt of a valid, undisputed invoice from the Supplier.

9.4 The Supplier shall work with the Authority to develop and refine a detailed invoice and payment process during Mobilisation and Implementation Period. This shall include but is not limited to:

9.4.1 Format of invoice

(a) Only if requested, Supplier to provide separate invoices for a case, one for the attendance and one for transcription produced.

9.4.2 MI requirements from invoice;

9.4.3 Provision of weekly Delivery Notes identifying numbers of Court attendances;

9.4.4 Dates payments will be made; and

9.4.5 Sign off by the Authority.

9.4.6 E- and consolidated invoicing

9.5 As a minimum the Supplier shall meet the following requirements:

9.5.1 Conform to the principles of the Managing Public Money framework, details of which can be found at the following link;

<https://www.gov.uk/government/publications/managing-public-money>

9.5.2 Provide and manage a transparent and accurate invoice regime;

9.5.3 Establish an accounting system for receipt, payment and reconciliation;

9.5.4 Provide and manage Services to enable the banking of all receipts and

9.5.5 Provide monthly invoices to the Authority that reflect the work that has been completed.

## **Rates**

9.6 The Supplier shall provide details of their charges to the Authority, as a minimum this shall include:

9.6.1 Rate for attendance at Court or Tribunal;

9.6.2 Rate for providing a Transcription; and,

9.6.3 Travel and subsistence rates.

9.7 The Supplier shall provide updates of the charges as requested by the Authority.

## **Cancelled or Unfulfilled Orders**

9.8 In the event that an Order is cancelled by the Authority costs and charges to the point of cancellation shall be calculated by the Authority in consultation with the Supplier. The details of process this shall be finalised between the Supplier and the Authority during Mobilisation and Implementation.

9.9 Orders that are unfulfilled by the Supplier, shall not be invoiced to or paid by the Authority as per paragraphs 4.21 to 4.23

9.10 Orders that are only fulfilled in that an alternative is acceptable by the Authority, shall only be paid at the rate appropriate for that alternative. See paragraph 4.21

9.11 Orders that are cancelled by the Authority after 5.30 p.m. on the day before the Supplier was requested to provide personnel to attend a Court/ tribunal via an Order, will be paid by the Authority as per paragraph 4.20

## **Accounting and Reconciliation**

9.12 The Supplier shall establish and maintain an accounting system that enables the Authority to:-

9.13 Identify the Supplier's assets, expenses and use of funds;

9.13.1 Explains the Year-end processes;

9.13.2 Explains rights and obligations over cash held; and,

9.13.3 Provides details of the Supplier's audit policy.

9.14 The Authority reserves the right to demand full settlement of all outstanding balances at any time during the Call-Off Contract Period.

9.15 Please see clause 18 (Payment and Contract Price) and Annex F (Pricing and Invoicing) to the Framework Agreement for full details in relation to Pricing and Invoicing.

## **Right of access by the Authority to Audit**

9.16 The Authority and its authorized representatives shall have the right to audit, examine or make copies of extracts from financial and related records kept by or under the control of the Supplier.

9.17 The Supplier shall bear the cost of all audit activity.

## **10. FEEDBACK AND COMPLAINTS PROCEDURE**

10.1 The Supplier shall have in place and operate robust and auditable procedures to record, process and resolve feedback, complaints or problems relating to the Supplier. These procedures shall be finalised by the Authority during Mobilisation and Implementation and approved prior to issue. This policy shall regularly be reviewed and updated, subject to the Authority's agreement.

10.2 The Supplier shall be responsible for investigating and dealing with complaints received by the Supplier that relate to the Supplier.

10.3 The Supplier is not responsible for dealing with the following (which shall be dealt with by the Authority):

10.3.1 Complaints received by the Supplier that in anyway relate to or involve the judiciary;

10.3.2 Complaints received about the Authority;

10.3.3 The Supplier shall forward any complaint received under 10.3.1 and 10.3.2 to the Authority within one Working Day of receipt

10.4 The Supplier shall ensure that:

10.4.1 The complaints process allows for the identification and tracking of complaints from initiation to resolution;

10.4.2 Complaints are resolved in a professional and efficient manner;

10.4.3 The Supplier sends an acknowledgement of receipt to the complainant within 24 hours of the details of the complaint being received by the Supplier;

10.4.4 Updates are provided regularly to complainants, and upon request by the complainant, on how the Supplier is proactively working to seek an early resolution of the complaint;

10.4.5 Complaints are resolved within 5 Working Days of receipt;

10.4.6 Unresolved complaints shall be escalated to the Authority by the Supplier. Full details of the escalation procedure shall be provided to the Supplier during Mobilisation and Implementation;

10.4.7 The Authority's decision with regards to complaints shall be final; -

(a) Where there is a dispute as to whether or not work has been carried out satisfactorily.

(b) Should any disputes arise in calculating the accuracy of the Transcript.

10.4.8 Where the Authority deals with a complaint, the Supplier shall provide the necessary information in timescales agreed with the Authority that will allow the Authority to resolve the complaint; and,

10.4.9 Details of complaints and action taken are made available to the Authority on request.

10.5 The level and nature of complaints arising, and the proposed corrective action under way or completed shall be reviewed by the Supplier and Authority periodically, as appropriate according to the numbers of complaints arising, and in any event at intervals of not more than three months.

10.6 The Authority may discuss with the Supplier delivery performance and address any concerns that may exist around the number of complaints or quality of the service provided at contract review meetings or as otherwise required by the Authority.

### **Priority complaints**

10.7 A priority complaint is a complaint that could lead to the reputational damage of the Authority.

10.8 Complaints received from the stakeholders listed below shall be treated by the Supplier as a priority and immediately, upon receipt, be referred to the Authority for acknowledgement and investigation.

- A member of the Judiciary.
- A Member of Parliament.
- A member of the House of Lords.

10.9 The Supplier shall cooperate with the Authority in any investigation into complaints

10.10 The Supplier shall keep a record of any action plans or corrective action taken as the result of an upheld complaint which relate to the Supplier.

## **11. INFORMATION ASSURANCE, RECORD RETENTION AND CYBER SECURITY**

11.1 The Supplier shall comply with all of the Authority's Information Assurance requirements as set out in Annex 4 (Information and Assurance).

11.2 The Supplier shall comply with all of the Authority's Record Retention requirements as set out in Annex 4 (Information and Assurance).

11.3 The Supplier shall comply with all of the Authority's Cyber Security requirements as set out in Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security).

11.4 The Supplier shall cooperate with the Authority in any investigation into complaints.

## **12. SECURITY INFORMATION**

12.1 The Supplier shall provide the Authority with details of systems that they have in place that show how they shall comply fully with all Annexes and Schedules that deal with the security of information.

12.2 In order for the Supplier or their Personnel to process any data belonging to the Authority they must have security clearance appropriate to the security classification that has been allocated to that data.

12.3 The security classifications (OFFICIAL, OFFICIAL SENSITIVE, SECRET and TOP SECRET) indicate the increasing sensitivity of information AND the baseline personnel, physical and information security controls necessary to defend against a broad profile of applicable threats. Full details are provided in Annex 4 (Information and Assurance).

12.4 The Supplier shall ensure that all their Personnel who do not directly deliver the contracted services have undergone a basic Disclosure Barring Service (DBS) check. This shall include all temporary and relief Personnel.

12.5 There shall be a requirement for some Supplier Personnel to have a higher level of clearance as set out below:-

| <b>Security Classification</b>      | <b>Level of Clearance</b>                         |
|-------------------------------------|---|
| Official and<br>Official- Sensitive | Baseline Personal Security Service – BPSS         |
| Secret                              | Security Clearance – SC or Developed Vetting – DV |
| Top Secret                          | Developed Vetting – DV                            |

12.6 Certain types of hearings or Court building have a minimum Security clearance level which will not be lowered. These are:

12.6.1 All Personnel who work within the Royal Courts of Justice (RCJ) must have a Security Clearance of Counter Terrorist Check (CTC).

12.6.2 All transcribers assigned to Special Immigration Asylum Commission (SIAC) orders must hold a valid DV clearance.

12.6.3 The Authority will fund up to three DV applications per Call-Off Contract. Any new DV applications must be submitted within six weeks of the Effective Date however renewal DV applications can be made up to four months prior to the expiry date of the Call-Off Contract. Authority funding is limited to three DV applications per Call-Off Contract whether successfully resulting in a clearance or not.

12.6.4 Where the Authority has funded DV clearances to deliver CRT services, the Supplier shall prioritise DV clearance orders placed under any Call-Off Contract to the CRT Framework Agreement over other orders that the Supplier may be delivering which also requires DV clearance.

12.7 Although only BPSS clearance is required for some Official- Sensitive work, SC or DV clearance is required for any Sensitive Case Service matters where attendance in a secure location is required.

12.8 The Supplier shall inform the Authority immediately if a security vetting clearance has been revoked or removed. The Supplier shall confirm that the individual no longer has access to any Authority information and that the identity pass has been revoked.

12.9 The Supplier shall work with Authority to ensure the required numbers of Personnel with the required level of security clearance shall be available to fulfill Orders.

12.10 The Supplier shall ensure that the Personnel who they propose to attend the Court or tribunal has the appropriate level of security required before the allocation of work.

12.11 The Supplier shall confirm that the Personnel who attend the Authority's premises will have the appropriate identification as agreed with the Authority for checking by the Court administration.

12.12 The Supplier shall create and maintain a database which shall contain details of the Personnel who attend the Court or tribunal and their level of security clearance and ensure that said clearance certificates are monitored for any breaches and updated as required.

12.13 The Supplier shall provide the Authority with details of their Personnel who attend the Authority's premises and copies of their security clearance certificates to allow management of the Orders.

12.14 The Supplier's database of Personnel shall be made available to the Authority immediately on request.

12.15 The Supplier shall ensure that any breaches of security are immediately reported to the Authority.

12.16 The Authority and its authorized representatives shall have the right to audit or examine source data from the Supplier database.

### **13. BUSINESS CONTINUITY PLAN (BCP) AND DISASTER RECOVERY**

13.1 The Supplier shall provide a draft Business Continuity Plan as required by clause 16 and Annex O (Business Continuity and Disaster Recovery) of the Call-Off terms and conditions, to be agreed with the Authority, which shall include:

13.2 Planned and unplanned unavailability of access to audio or Transcripts and other key activities:

13.2.1 Recovery times for key activities;

13.2.2 Essential personnel;



13.2.3 Minimum office equipment requirements (desks, telephones, PCs, etc. including; any non-standard software applications, stand-alone systems or other hardware); and

13.2.4 Internal and external key contacts/suppliers.

13.3 The Supplier shall include an IT Disaster Recovery as part of the BCP to be agreed with the Authority, which plan shall include:

13.3.1 System redundancy and resilience;

13.3.2 Remote access to the Service network devices;

13.3.3 Single point of failure analysis;

13.3.4 Projected recovery timescales; and

13.3.5 The location and integrity of configuration, password, operating manuals and other data and knowledge necessary for the continued operation of the Service.

13.4 The Authority shall notify the Supplier whether or not it approves the draft plan and, where the Authority does not approve the draft plan, it shall provide comments on the draft plan. The Supplier shall promptly address the comments in an updated draft plan and provide such updated draft plan to the Authority. This process shall be repeated until the draft plan is approved by the Authority.

13.5 The Supplier shall maintain an up to date BCP throughout the Call-Off Contract Period and conduct a test of the BCP annually and whenever significant changes have been made to the services being provided, providing the Authority with a written report summarising the results of the relevant test and any remedial action. The Authority may make recommendations and the Supplier shall implement such as soon as practically possible.

13.6 In the event of an emergency or disaster affecting the Services, the Supplier shall as a minimum, as soon as reasonably practicable:

13.6.1 Notify the Authority of the disaster and its anticipated impact on the Services;

13.6.2 Implement the BCP; and

13.6.3 Consult with the Authority with a view to ensuring minimum disruption to the Service

## **14. TRAINING AND GUIDANCE**

### **Guidance Material**

14.1 The Supplier shall produce and keep up-to-date training and guidance materials for their Personnel.

14.2 The Supplier shall ensure that this guidance is adequate to minimise disruption throughout the life of the Call-Off Contract and particularly during Mobilisation and Implementation and at Service Commencement.

14.3 Materials shall be easily accessed clear, practical and concise. They shall be periodically updated in light of feedback or updates from the Authority.

14.4 Materials shall, as a minimum, include the following:

14.4.1 Format of Transcriptions;

14.4.2 Details of how to apply all types of Reporting Restrictions on Transcriptions;

14.4.3 Quality requirements;

14.4.4 Court Protocol as per Annex 2 (Roles and Responsibilities)

14.4.5 Timeliness Requirements;

14.4.6 Security Requirements; (including what to do in the event of a suspected or actual data loss);

14.4.7 Requests for Court Papers (bundles)

14.4.8 Glossaries of commonly used terminology; and,

14.4.9 Guidance on the complaints process;

14.5 The Supplier's system on which any training and guidance are provided shall comply with and be controlled by the Supplier in accordance with Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security).

14.6 Detailed draft materials for guidance and training of Personnel shall be provided to the Authority within one month of award of the Effective Date and shall be amended in accordance with the Authority's requirements

14.7 The Supplier should develop a blended training proposal for Supplier Personnel, including e-learning, face to face and provision of documents and present this to the Authority.

## **15. MOBILISATION AND IMPLEMENTATION**

15.1 In accordance with Annex M to the Call-Off Contract (Implementation), during the Mobilisation and Implementation period the Supplier shall agree a Detailed Implementation Plan with the Authority, detailing the Implementation Activities to be performed within three months of the Effective Date to ensure successful delivery of the Services by the Service Commencement Date. The plan shall sufficiently describe how it proposes to work with the Authority to successfully deliver the ATS Civil and Family and Sensitive Case Services.

15.2 As a minimum the Supplier shall meet the following requirements:

15.2.1 Provision and agreement of the Detailed Implementation Plan and the completion of the Implementation Activities shall take no longer than 3 months from the Effective Date;

15.2.2 The Detailed Implementation Plan shall include a sufficiently detailed strategy in relation to how the Supplier proposes to deal with partially met requests made under the existing contracts, where completion falls within the remit of this Supplier's new Call-Off Contract;

15.2.3 Explain how the Supplier shall maintain service continuity and implementation/transition.

15.2.4 During Mobilisation and Implementation, the Supplier shall conduct the Implementation Activities in accordance with the agreed Detailed Implementation Plan and the timescales set out therein to ensure successful delivery of services from the Service Commencement Date.

15.2.5 The Supplier shall monitor progress and completion of the agreed Implementation Activities against the Detailed Implementation Plan and report to the Authority.

## **16. GLOSSARY OF TERMS**

| <b>Abbreviation</b> | Description                                 |
|---------------------|---|
| <b>ATP</b>          | Approved Transcription Panel                |
| <b>ATS</b>          | Attendance based Transcription Service      |
| <b>Authority</b>    | Ministry of Justice, including its agencies |

|   |  |
|---|--|
| <b>Authorship Cryptographic Policy</b>          | Policy protecting the confidentiality, integrity and availability of the Crown Estate's by applying appropriate levels of secure communications  |
| <b>BCP</b>                                      | Business Continuity Plan   |
| <b>Bundles</b>                                  | Case file documents used in Court hearings   |
| <b>Cabinet Office Digital Service Standards</b> | The Service Standard ensures that the digital teams build high quality government services. A transactional service must meet each criterion to pass the Digital Service Standard. Information relating to this can be found on line.  |
| <b>CAPS</b>                                     | Communications Electronics Security Group Assisted Product Scheme  |
| <b>CAT</b>                                      | Machine used by stenographers to take notes of the proceedings – Computer assisted Transcription   |
| <b>Court List</b>                               | List of hearings taking place in a Court on a particular day   |
| <b>CESG</b>                                     | Communications Electronics Security Group  |
| <b>CJSE</b>                                     | Criminal Justice Secure Exchange - – Portal used to access DARTS   |
| <b>CJSM</b>                                     | Criminal Justice Secure Mail   |
| <b>Closed Court</b>                             | A hearing that is held in private and members of the public and media are restricted from access to the Court room due to the nature and sensitivity of the case.<br>Sometimes referred to as "in Camera" or "in Private"  |
| <b>CoA</b>                                      | Court of Appeal  |
| <b>Copy Rate</b>                                | Rate charged for the copy of an Transcript that has previously been completed  |
| <b>CRATU</b>                                    | The Court Recording Transcription Unit in the Royal Courts of Justice which looks after recordings made in the RCJ and provides audio recordings to transcribers. The Rolls Audio Transcription Section at the rolls Building provides the same service and also dials into the DARTS portal to obtain audio from Rolls Building hearings which requires Transcription |
| <b>CTC</b>                                      | Counter Terrorist Check- level of Security check   |
| <b>Cyber Essentials Plan</b>                    | A level of assurance as further detailed in the Cyber Essentials Scheme.   |
| <b>Cyber Essentials Scheme</b>                  | The scheme developed by UK Government setting out technical controls for organisations to use in respect of cyber security, which is further described at <a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</a>  |
| <b>DARTS</b>                                    | Digital Audio Recording, Transcription & Storage – the system used to record and store audio and hearing information   |
| <b>DARTS Portal</b>                             | Part of the CJSE portal through which the Transcription and storage component of DARTS can be accessed, including secure searching, downloading audio and uploading completed Transcripts.   |
| <b>Data Protection Legislation</b>              | Data Protection Act 1998 and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. See also GDPR  |
| <b>DBS Vetting</b>                              | Disclosure Barring Service Vetting – level of Security check.  |
| <b>Delivery Note</b>                            | List of loggers or stenographers, alongside each to show the transcripts they have provided, who have attended the Court or Tribunal each week.  |
| <b>DV</b>                                       | Developed Vetting – level of Security check  |
| <b>Effective Date</b>                           | The date on which authorised signatories for both contracting parties have signed the Call-Off Contract  |
| <b>Folio</b>                                    | 72 words when transcribing a document  |
| <b>FLP</b>                                      | Functional Lot Providers – suppliers which deliver Services for OTS, ATS and RTS.  |
| <b>G-cloud</b>                                  | A U.K. government programme to promote government wide adoption of cloud computing.  |

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| <b>GDPR</b>                                | General Data Protection Regulations  |
| <b>Government Digital Service Guidance</b> | The Service Standard ensures that the digital teams build high quality government services. A transactional service must meet each criteria to pass the Digital Service Standard.  |
| <b>HMCTS</b>                               | His Majesty's Courts & Tribunals Service   |
| <b>HMG</b>                                 | His Majesty's Government   |
| <b>HMG Baseline Controls</b>               | His Majesty's Government Baseline Controls (for IT)  |
| <b>HMG Digital Marketplace</b>             | Marketplace to find technology or people for digital projects in the public sector   |
| <b>HMG Security Guidelines</b>             | Standards, best practice guidelines and approaches that are required to protect UK government assets (people, information and infrastructure)  |
| <b>ICT</b>                                 | Information and Communications Technology  |
| <b>Implementation Activities</b>           | Activities to be conducted by the Supplier during the Mobilisation and Implementation period, as detailed in the agreed Detailed Implementation Plan, required for successful delivery of the Services from the Service Commencement Date  |
| <b>Information Assurance</b>               | The practice of assuring information and managing risks related to the use, processing storage, and transmission of information or data and the systems and processes used for those purposes.   |
| <b>ISMS</b>                                | Information Security Management System   |
| <b>Judgment(s)</b>                         | A decision by a Court or tribunal that resolves a controversy and determines the rights and obligations of the parties.  |
| <b>Judiciary</b>                           | For the purposes of this document this means His Majesty's Judges  |
| <b>KPI</b>                                 | Key Performance Indicator- used by the Authority to measure performance.   |
| <b>Landed Resources</b>                    | Non - UK Personnel brought into the UK for work related to the Authority with access to MoJ data   |
| <b>Legacy Documents</b>                    | For the purposes of this Call-Off Contract this is any document held by the Supplier that is the property of the Authority   |
| <b>Legal Verbatim</b>                      | Accurate word for word transcription as it was spoken  |
| <b>Loggers</b>                             | Loggers are persons that attend a Court hearing to log who is speaking in a case as part of the official record  |
| <b>MI</b>                                  | Management Information collated by the Supplier for the Authority  |
| <b>Mobilisation and Implementation</b>     | The period between the effective date of the Call-Off Contract (i.e. the date both parties have signed the Call-Off Contract Order Form) and the Service Commencement Date. During this period the Supplier will mobilise the resources required to deliver the contracted Service as agreed with the Authority. |
| <b>MoJ</b>                                 | Ministry of Justice  |
| <b>Neutral Citation Numbers (NCN)</b>      | An identifier given to Transcripts. The identifier indicates the Court in which the case was heard, the year of the relevant proceedings and a number allocated from the Neutral Citation index.   |
| <b>Normal Working Hours</b>                | 08:00 to 18:00 Monday to Friday (excluding bank holidays) and any other times and dates notified in writing by a Commissioning Body to the Supplier.   |
| <b>Offshored</b>                           | This means a work transferred out of the UK to be processed by a company not based within the United Kingdom.<br><br>Under the CRT Framework Agreement and any Call-Off Contract, all HMCTS data accessed, obtained or processed will not be processed or accessed from outside of the UK.                       |
| <b>Official-security classification</b>    | The majority of information that is created or processed by the public sector. This includes routine business operations and services, some of which could have damaging consequences if lost, stolen or published in the media, but are not subject to a heightened threat profile.                             |
| <b>Official Sensitive-</b>                 | A limited amount of information will be particularly sensitive but will still come within Official if it is not subject to the threats sources for which Secret is designed, even if its loss or damage or   |

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| <b>security classification</b>              | compromise could have severely damaging consequences. The need to know principle must be rigorously enforced for this information particularly where it may be shared outside of routine or well understood business processes.  |
| <b>OGDs</b>                                 | Other Government Departments   |
| <b>Order</b>                                | Document used by Authority to request FLP to undertake work  |
| <b>Personnel</b>                            | All directors, officers, employees, agents, consultants and sub-contractors including any sub-contractor and all directors, officers, employees, agents, consultants and sub-contractors of any sub-contractor used in the performance of the Supplier's obligations                         |
| <b>PII</b>                                  | <b>Public Interest Immunity.</b> A principle of English law under which the Court can direct that a litigant (usually the Crown) can refrain from disclosing evidence to other litigants on the grounds that to do so would be against the public or national interest                       |
| <b>POAC</b>                                 | Proscribed Organisation Appeal Commission  |
| <b>Public Interest Immunity Application</b> | Application made generally by the Prosecution for material to be withheld from disclosure to another party   |
| <b>Reporting Restrictions</b>               | Judicial Order that certain information from the hearing should not be published in the Public domain  |
| <b>Request</b>                              | A request for Service. See Order   |
| <b>RCJ</b>                                  | Royal Courts of Justice – Strand London  |
| <b>Secret- Security classification</b>      | Very sensitive information that justifies heightened protective measures to defend against determined and highly capable threat actors. For example, where compromise could seriously damage military capabilities, international relations or the investigation of serious organised crime. |
| <b>Security Classification</b>              | Classification given to data/ information held by any Government department based on value   |
| <b>Service Commencement Date</b>            | The date on which the Supplier commences responsibility for the delivery of the contracted Service, as set out in the Call-Off Contract Order Form   |
| <b>SIAC</b>                                 | Special Immigration Asylum Commission  |
| <b>Stenographer</b>                         | Another name for a short hand writer but one who uses a stenotype machine to take notes of Court hearings. (Also known as a CAT writer)  |
| <b>Supplier Website</b>                     | Corporate website that details the contracted Services available to users with appropriate guidance and supporting information for ordering transcripts  |
| <b>Third Party</b>                          | Any individual or body other than the Supplier or the Authority. For the purposes of this document this may include the Requester  |
| <b>Top Secret – Security classification</b> | HMG's most sensitive information requiring the highest levels of protection from the most serious threats. For example, where compromise could cause widespread loss of life or else threaten the security or economic wellbeing of the country or friendly nations.                         |
| <b>Transcriber</b>                          | A transcriber listens to an audio recording of the Court hearing and types the contents up into a document, which is then returned to the requester.   |
| <b>Transcript</b>                           | A typed up copy of proceedings produced from the hearing or court room audio recording   |
| <b>User</b>                                 | <b>"User"</b> shall mean:<br><br>(a) a user of the Services, including requesters of ATS, any other party engaging with the Supplier in connection with this Agreement;  |
| <b>Vetting</b>                              | System of security checks used to classify an individual's level of security to undertake certain processes  |
| <b>Workflow</b>                             | Sequence of process through which a piece of work passes from initiation to completion.  |

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| <b>Working Day</b> | Any day other than a Saturday, Sunday or public holiday in England and Wales |
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## **ANNEX 1 TO SCHEDULE 1: SERVICES**

### **Transcript Format Requirements**

#### **1. Reporting Restrictions**

1.1. Where it is known that Reporting Restrictions are in place the Supplier shall be notified via the Order which will include details of the reporting restrictions.

1.2. Where the Authority notifies the Supplier of a Reporting Restriction, the Supplier shall flag the Reporting Restriction on their system and take steps to ensure that the Supplier Personnel are alerted accordingly.

1.3. Where it is not known if Reporting Restrictions are in place, the Supplier shall instruct their Personnel to listen to the proceedings and where Supplier Personnel subsequently become aware of Reporting Restrictions being applied whilst attending a court/ tribunal, they shall apply those Reporting Restrictions.

1.4. Where clarification on any Reporting Restrictions are required the Supplier shall seek clarification from the Court.

1.5. The Supplier shall be responsible for checking that the Supplier Personnel has applied the correct reporting restrictions as part of its Quality Management. The Reporting Restrictions below are a high-level summary and not an exhaustive list, and are subject to change prior to Service Commencement. The Authority will provide a full list during the Mobilisation and Transition Period.

1.6. If the transcript is returned to the Supplier for any amendment the Supplier shall ensure they return the correctly amended draft with correct Reporting Restrictions to the Authority.

1.7. The Reporting Restriction processes are subject to change and the Supplier will be informed by the Authority of any changes which the Supplier shall immediately implement and notify their Personnel.

1.8. The Supplier shall meet the KPIs and capture MI on the application of reporting restrictions as set out in Schedules 5 and 6.

#### **Crown Court and Criminal Division at the Court of Appeal**

1.9 Section 45 and Sections 45A of the Youth Justice and Criminal Evidence Act 1999- power to restrict reporting of criminal proceedings for lifetime of witnesses and victims under 18;

1.10 Section 46 of the Youth Justice and Criminal Evidence Act 1999 - power to restrict reporting about certain adult witnesses in criminal proceedings;

1.11 Section 71 of the Serious Crime Act 2015 – power to restrict reporting to protect the identity of victims of Female Genital Mutilation (FGM); and,

1.12 The Sexual Offences (Amendment Act) 1992– provides anonymity of victims of certain sexual offences.

1.13 The Court of Appeal Criminal Division (“CACD”) deals with various different types of application / appeal arising from proceedings originating in the Crown Court. A full list is available in “A guide to commencing proceedings in the Court of Appeal (Criminal Division)” available on the Justice website:

1.14 In all instances, in order to progress an application / appeal, the Registrar of Criminal Appeals, personally or through his staff in the Criminal Appeal Office (“CAO”), considers the grounds of appeal and orders transcript of the relevant part(s) of the proceedings in the Crown Court. Transcripts ordered by the Registrar of Criminal Appeals or his staff do not require permission or approval (e.g. from the Crown Court judge) – see Criminal Procedure Rules R.5.5. Suppliers should not anonymise transcripts supplied to the Registrar (even if reporting restrictions apply to the case) unless specifically requested by the Registrar to do so.

## **Civil and Family**

1.15 Section 94 of the Adoption and Children Act 2002 – restriction on preparing a report about the suitability of a child for adoption or of a person to adopt a child or about the adoption, or placement for any adoption, of a child;

1.16 Section 1 (1)(b) of the Judicial proceedings (Regulations of Reports) Act 1926 as amended by the Family Law Act 1996 – power to restrict reporting on divorce cases, judicial separation or nullity;

1.17 Section 4(2) of the Contempt of Court Act 1981 – power to postpone the publication of any report in relation to the proceedings of the court if necessary in order to avoid a substantial risk of prejudice to the administration of justice; and,

1.18 Section 11 of the Contempt of Court Act 1981 – power to restrict the publication of certain material, e.g. a name, if not spoken or made public during the hearing.

## **Tribunals**

1.19 Equality Act 2010– provides anonymity of victims subject to disability;

1.20 The Sexual Offences (Amendment Act) 1992– provides anonymity of victims of certain sexual offences; and,

1.21 Section 10b of the Employment Tribunals Act 1996 – provides anonymity of particular witness or keep secret all or part of the reasons for the final decision.

## **2 Transcription Formats**

2.1 Transcript formats are subject to change prior to the Service Commencement Date. While the Authority will endeavour to keep any changes to a minimum, the Authority also reserves the right to amend the format during the term of the Call-Off Contract.

2.2 The Supplier shall be provided with details of any changes to the format of a Transcript by the Authority.

2.3 The Authority shall update the Supplier of any changes to the format or templates in a timeframe to be agreed with the Authority to minimise disruption to delivery of the Services.

2.4 When changes are made to the format or template, the Supplier shall ensure that their Personnel remove any previous templates from their system and apply the correct format or template as instructed by the Authority.

2.5 Where a Transcript is required in an alternate format, the Authority shall provide the Supplier with a template or instructions. The Supplier shall ensure that this is provided to Supplier Personnel.

2.6 See also Part A Services Specifications for more details as follows:

2.6.1 Lot 2 ATS Crime and RTS paragraphs 10.3 to 10.9

2.6.2 Lot 3 ATS Civil and Family paragraphs 8.3 to 8.9

### **3 Quality Management**

3.1 The Supplier shall have in place a quality management process to ensure that includes but is not limited to:

3.1.1 Transcripts are an accurate record of court proceedings;

3.1.2 Reporting restrictions are correctly applied;

3.1.3 Formatting conforms with the requirements directed;

3.1.4 Transcripts are produced in time to meet the Order; and

3.1.5 Supplier Personnel attend court at the time indicated on the Order.

3.1.6 The Supplier shall capture management information on Quality Management as set out in Schedule 6.

## **ANNEX 2 TO SCHEDULE 1: SERVICES**

### **Roles and Responsibilities**

#### **1. Code of Conduct & Confidentiality Undertaking**

1.1. During the Call-Off Period the Supplier shall provide the Authority with details of all of their Personnel that undertake work in connection with the Call-Off Contract.

1.2. The Supplier shall ensure that all Personnel involved in the production of Transcripts or with access to Transcripts and/or the Authority's data, accept and sign the Code of Conduct and Confidentiality Undertaking attached at Appendix 1 below. The Supplier shall provide the signed records upon request, and shall maintain robust procedures to ensure that failure to adhere to the undertaking is investigated and reported to the Authority in 5 Working Days.

1.3. The Supplier shall ensure that all Personnel are familiar with and adhere to the Information Assurance details in Annex 4.

1.4. The Authority reserves the right to require that Personnel found to be in breach of the undertaking are not utilised in the services required under this Call-Off Contract in the future.

#### **2. Access to distressing material**

2.1. The Supplier shall notify all Supplier Personnel that work with the Authority that the material, content and subject matter may be distressing to some people. This may include the description of events relating to but not limited to;

- physical or mental abuse
- violent crime
- sexual acts or abuse
- abuse of young or vulnerable persons
- graphic descriptions of injury or actions

2.2. Notification shall take place in writing prior to the undertaking of any work associated with this Call-Off Contract, and written agreement/acknowledgement recorded.



### **3. Identification**

3.1. The Supplier Personnel shall be issued with photographic identification passes issued by the Supplier to wear when attending the Authority premises. Failure by the Transcription Professional to show their identification badge will result in the Transcription Professional being denied access to fulfil the Booking.

3.2. The passes shall be provided by the Supplier at their expense.

3.3. Supplier Personnel shall wear their identification passes at all times they are on Authority premises.

3.4. Supplier Personnel identification passes shall not be taken as an indication that Supplier Personnel can enter any areas other than public areas.

3.5. Supplier Personnel shall be subject to all security searches undertaken by the individual Authority premises

3.6. At no time shall Supplier Personnel enter secure or restricted areas unless accompanied by and or invited to do so by the Authority Personnel.

### **4. Court Dress**

4.1. The Supplier shall ensure that their Personnel are presented in a smart professional manner whilst in court.

4.2. Dress codes required by religious beliefs will be respected by the Authority.

4.3. The Supplier's Personnel shall not wear badges or display slogans or anything which indicates that they are a member of a particular political party while at an Authority's location.

5. Travel and Subsistence Expenses – this paragraph does not apply to the Real-time Service

5.1. On occasions it may be necessary for the Supplier's Personnel to travel to undertake duties at courts or tribunals which incur additional expenses.

5.2. These expenses shall be kept to a minimum and shall be paid by the Supplier and be the equivalent to or less than the expenses and allowances shown at Appendix 2.

5.3. Travel and subsistence expenses should be shown separately on any invoices provided for payment to the Authority.

5.4. The Supplier shall retain proof of actual spend in the event that the Authority requires them as part of an audit.

### **Appendix 1 - Code of Conduct & Confidentiality Undertaking**

1. For the purposes of the Call-Off Contract, the Supplier's Personnel (which shall include agency or other Personnel) and all sub-contractor Personnel shall:

- (i) Act with integrity and maintain high standards at all times;
- (ii) Be of good character;
- (iii) Observe absolute confidentiality in relation to every individual Court proceeding and Transcript unless otherwise required by law or where disclosure is stipulated by the relevant legislation; this duty extends beyond the completion of the individual assignment;

- (iv) Not seek to take advantage of any information processed in accordance with the Call-Off Contract;
  - (v) Comply with current Data Protection legislation;
  - (vi) Not use any information obtained via the Call-Off Contract for any purpose other than as authorised;
  - (vii) Keep safe any document, recordings or media provided and ensure that it is not copied and is stored securely or returned to the relevant authority. Documents are for the eyes of the Supplier and authorised Supplier Personnel only, and must not be seen by or shared with anyone else;
  - (viii) Act impartially at all times and not act in any way that might result in prejudice or preference on grounds of religion or belief, race, politics, gender, gender reassignment, age, sexual orientation or disability;
  - (ix) Not give legal advice to the Requestor for whom they are transcribing, other than to inform them of process or ways of working;
  - (x) Disclose any conflicts of interest or potential conflicts of interest or other factor which may make it inappropriate for them to accept an Order;
  - (xi) Disclose any previous involvement with the case in question;
  - (xii) Disclose any relationship with the parties involved in the Order or their families with members of the Supplier Personnel;
  - (xiii) Disclose any information, including any criminal record, which may make them unsuitable for any particular Request;
  - (xiv) Undertake work only for which they are competent (both practically and in terms of specialist knowledge or skills);
  - (xv) Always deliver the Services set out in the Order to the best of their ability;
  - (xvi) Decline any reward other than agreed fees;
- Seek to increase their knowledge and skills

## **ANNEX 3 TO SCHEDULE 1: SERVICES**

### **Technology Requirements**

#### **1. GENERAL REQUIREMENTS**

1.1 The management system, and supporting technology ("the System") employed by the Supplier in the delivery of the Attendance-based Transcription Services (ATS); Off-site Transcription Services (OTS); and, Real-Time Transcription Service (RTS) by the Supplier shall:

- 1.1.1 Meet good Industry Practice;
- 1.1.2 Have high availability particularly during Normal Working Hours
- 1.1.3 Be resilient with no single point of failure; and
- 1.1.4 Be flexible and extendible to cope with varying demand and the addition of new users, services and applications.

1.2 Without prejudice to Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security), the System shall ensure that their Systems minimise the potential for intrusion and data loss and shall include provision for logging and auditing usage and access.

1.3 The System shall be assured accredited for handling HMG information in line with HMG Security Guidelines as detailed in Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security), which include the establishment and implementation of personnel, application, technical and physical security controls. The Authority may conduct an IT health check (being a CHECK team implemented vulnerability scan and penetration test) as part of the accreditation process.

1.4 The IT elements of the System shall be fully supported by the Supplier for the Call-Off Contract Period, such support to include monitoring, reporting, updates and patching, technical support and training, reporting and resolution of problems and incidents, and change management.

1.5 On expiry or termination of the Call-Off Contract, the Supplier shall support business continuity and migrate any required information to a Replacement Supplier(s) or to the Authority in accordance with Annex O (Business Continuity and Disaster Recovery) and Annex M (Implementation) of the Call-Off terms and conditions.

1.6 In order to comply with paragraph 1.4, the System should be based as far as feasible on open source and open data standards.

## **2. ACCESS REQUIREMENTS**

2.1 The Supplier shall ensure that the System:

2.1.1 Provides a robust role based access at all levels from infrastructure and administration through to end user;

2.1.2 Is capable of limiting users to a single logon at any one time and any exceptions to this must be clearly identified; and,

2.1.3 Has facilities to authenticate using user names via passwords. All such passwords must comply with HMG Security Guidelines. See Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security).

2.2 Administrators shall have the ability to reset a user's password and users shall have the ability to change their own password.

2.3 Provides for password reminders in accordance with HMG Security Guidelines.

## **3. ARCHIVE**

3.1 The System shall be able to allow access to archived data within 24 hours of a legitimate request being made.

3.2 It must be possible to identify and securely destroy data that is older than the retention period notified to the Supplier by the Authority from time to time.

## **4. AUDIT, LOGGING AND MONITORING**

4.1 The Supplier shall put in place appropriate monitoring tools and processes to support and maintain the Key Performance Indicators and to provide management information.

4.2 The System shall maintain logs and records for audit purposes. Audit logs and records shall be maintained in a way that facilitates finding or identifying specific items within the log, and which supports a policy of forensic readiness capable of supporting the investigation and response to security breaches.

- 4.3 The System shall log or record all operations and changes made to data and information. As a minimum, it should be possible to identify the user that accessed the System, and the time the access or any change was made, including changes and uploads made by web users.
- 4.4 Audit and monitoring logs and records shall be available to designated authorised users and the Authority if so requested.
- 4.5 It shall not be possible to amend or delete any audit trail without a separate audit event capturing these changes.
- 4.6 Audit and log data shall be held for the same amount of time as the source data it pertains to (i.e. for the same data retention period as designated in Annex 3).
- 4.7 When data or information is changed, a record of the original data must be maintained.
- 4.8 The System shall not delete from audit and monitoring logs any data relating to users.
- 4.9 The creation and storage of audit logs shall not impact on the performance of the transcription service.
- 4.10 In the event of error or component failure, the relevant log files must provide enough information to support investigation and isolation of the point and possible cause of failure.

## **5. AVAILABILITY AND RESILIENCE**

- 5.1 The System shall be sufficiently robust and resilient to meet the required hours of operation, with no single points of failure and designed to minimise data loss in line with Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security).
- 5.2 It must be possible to restore the System to a known point (for example in the event of a failure or for other business reason). In support of this the Supplier shall provide a backup and storage approach that will ensure that data loss is minimised and that data can be restored within a reasonable period, to be approved by the Authority.
- 5.3 Backups shall be verified to ensure that they are capable of being restored and the restore procedures should be successfully tested on a regular basis but at least annually.

## **6. BUSINESS CONTINUITY AND DISASTER RECOVERY**

- 6.1 The Supplier shall ensure that their Business Continuity and Disaster Recovery Plan, produced in accordance with Annex O (Business Continuity and Disaster Recovery) of the Call-Off terms and conditions, includes disaster recovery for the System.
- 6.2 In the event of a disaster, the Supplier shall minimise data loss. The Supplier shall clearly identify the maximum potential data loss and propose processes to facilitate data recovery and minimise the impact of data loss.
- 6.3 In the event of an incident, any proposed recovery arrangements shall be capable of supporting the business until such time as the full System is restored and the Supplier shall clearly identify any constraints around such provision.

## **7. CAPACITY**

- 7.1 The System shall be capable of managing and storing the volume of data and information produced by the service, plus all monitoring, audit and other logs.
- 7.2 The System shall be able to support the anticipated required number of users as during Normal Working Hours.
- 7.3 The System shall support changes in capacity and demand as required.

- 7.4 The System shall support the bulk email load as required by the Supplier's operations.
- 7.5 The System shall have the capability to run management reports as required by Schedule 6.

## **8. AVAILABILITY**

- 8.1 The System is expected to be available during Normal Working Hours and 365 days a year. Any maintenance requiring downtime shall be scheduled with the Authority with at least 5 days' notice given before it happens.

## **9. COMPLIANCE AND POLICY**

- 9.1 All Supplier Personnel working on the System with access to customer and user data shall be security cleared to a minimum of baseline standard.
- 9.2 The System shall facilitate the Authority's compliance with Laws, including but not limited to provisions for controlling access to data and monitoring changes.
- 9.3 The Supplier shall ensure that the System follows current industry and government best practices for accessibility and shall work with commonly available assistive technologies. The cross government minimum accessibility standard is WCAG 1.0 AA.
- 9.4 The System shall facilitate compliance with Laws relating to the use of the Welsh Language including the Welsh Language Measure 2011.
- 9.5 The Supplier shall maintain good practices in respect of coding, development, document management and record keeping which the Authority may access and audit on request.
- 9.6 The System will meet Cabinet Office digital standards, including prioritising the use of open source, open standards, open data standards and use of common components and services.

## **10. DATA INTEGRITY**

- 10.1 The System shall maintain the integrity of information that is processed. It shall ensure that changes are completed and confirmed by the user, and are auditable (and cannot be repudiated), before they are applied.
- 10.2 It shall not be possible for more than one person to update a record at the same time.
- 10.3 The System shall validate data at the point of entry. Data validation will include enforcement of any appropriate and agreed data standards or formats.
- 10.4 The System shall ensure that once a transaction has been committed by a user, the effects will persist in the booking service and will not be lost or undone except due to deliberate further action by the same user or by another authorised user.
- 10.5 The System shall provide the means to restore the business data to a known, consistent state following the discovery of any fault in the application software
- 10.6 Data no longer required (subject to retention rules or authorised requests from the Authority) shall be securely removed / deleted in accordance with Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security).

## **11. DOCUMENTATION**

- 11.1 The Supplier will provide sufficient training and guidance documentation to support independent technical and security assessment of the status of the System as set out in Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security).

11.2 The Supplier shall keep all documentation up to date and reflect the current state of any technology and procedures associated with the System at all times.

## **12. SUPPORT, MAINTENANCE, TESTING AND SERVICE PROVISION**

12.1 The Supplier shall support and maintain the System for the Call-Off Contract Period and shall have a documented service management approach which includes but not limited to incident, problem, change and service level management disciplines.

12.2 The Supplier shall provide and comply with its own documented standard incident management targets and incident classification scheme.

12.3 The Supplier shall provide and comply with its escalation framework that describes both hierarchical and functional escalations paths for the service.

## **13. INTEROPERABILITY**

13.1 The System shall be capable of importing or exporting data and interfacing with other services using recognised formats or protocols (e.g.XML, SOAP, CSV) if and where the Supplier's proposal requires an interface with other systems as well as with the Authorities own systems.

13.2 The Supplier shall comply with the Authorities terms and conditions relating to access to its systems and in particular to DARTS as described in Section 15. Further information will be provided during mobilisation and transition. This sub-paragraph does not relate to the Real-time Service.

13.3 It shall be possible to export all data held in the System in a recognised open format such as XML or CSV.

## **14. SECURITY AND INFORMATION ASSURANCE - GENERAL**

14.1 The System shall be protected by appropriate people, process, technology and physical security controls as part of a 'defence-in-depth' approach.

14.2 The Supplier shall comply Annex D to the Call-Off Contract terms and conditions (Information Assurance and Security) in relation to cyber security and information assurance requirements.

## **APPENDIX 1: TERMS & CONDITIONS FOR CONNECTION TO THE CRIMINAL JUSTICE SECURE EMAIL SERVICE (CJSM)**

### **Terms & Conditions for Connection to the**

#### **Criminal Justice Secure eMail Service (CJSM)**

This version (10.2) for completion by organisations, including sole practitioners with staff

The CJSM is supplied to the organisation in accordance with the following Terms & Conditions, and associated User Terms & Conditions. All organisations local user representatives' must read and acknowledge their understanding and agreement to the fact that:

1. We will ensure that all users in our organisation comply with the UK Data Protection Act 2018, the EU General Data Protection Regulation (GDPR) and all professional codes of conduct under which we are bound. Furthermore, we understand that information transmitted through CJSM is classified as OFFICIAL as defined in the Government Security Classifications (GSC) Policy, where the sensitivity attached to said information is such that transmission using the Internet without additional assured protection is not appropriate. We acknowledge that any breach of these provisions may result in access to CJSM being suspended or terminated.
2. In addition to the above, we will ensure that our users are made aware of the need to comply with any handling instructions related to the information communicated via CJSM, particularly where this relates to the onward transmission or storage of said data. Furthermore, we will ensure that any data that is communicated via CJSM will be accompanied by handling instructions where appropriate
3. We agree to ensure that all members and employees of our organisation who are given accounts on, or authorised access to, the CJSM understand the conditions on which connection has been granted, as set out in this document, and that the conditions are ongoing and cover any continuous use of CJSM. To this end, all those users given accounts will sign a commitment to adhere to the T&Cs.
4. To enable the source of any causes of security breaches to be traced for SMTP, O365 and GSuite users, we confirm that we will maintain accurate and up to date records/logs of use showing who has accessed CJSM for a rolling period of 6 months.
5. In the event of a security breach or suspected breach our environment and involving CJSM originated Data, or our access to the CJSM, we will inform the CJSM Helpdesk immediately. We understand that the MoJ reserves the right to investigate these incidents and we confirm that, should such an investigation be necessary, we will provide any requested support, which may include the supply of relevant logs, to the best of our ability.
6. We will communicate to the MoJ (via the CJSM Helpdesk) all significant changes to the organisation's technical infrastructure that impact access to, or could impact the integrity of, the CJSM service so that an assessment can be undertaken. Furthermore, any 'Cloud' service or virtual/shared infrastructure that we migrate our system hosting CJSM to must follow the cloud hosting application process (CHAP).
7. We confirm that all users of our organisation's IT systems (including, where relevant, contractors and third-party users):
  - are authorised users and can be individually identified by having unique user names, email addresses and passwords. Passwords must be in accordance with NCSC's password guidance or must be a minimum of 8 alphanumeric characters and changed at least every 90 days and be a mix of upper and lower case alphabetic characters plus numeric and/or special characters.

- will not share their user credentials/passwords, and that if any user credential/password is compromised it will be changed as soon as possible and that users will be prevented from having multiple concurrent email sessions.
- receive appropriate security awareness training and awareness updates in organisational policies and procedures as relevant for their role.

8. We will not transmit information through the CJSM that we know, suspect or have been advised is of a higher level of sensitivity than the CJSM is designed to carry (that is 'OFFICIAL' material) nor will material be forwarded to anybody other than on a strict need to know basis.

9. We will not use CJSM for system to system automated emails without the permission of the MoJ.

10. We confirm that our organisation has a business continuity/disaster recovery plan in place to minimise any interruption to the business in the event of a loss of IT capability.

11. We confirm that our organisation has secure data storage facilities; and that our data archiving and retention policies are consistent with the nature of the data stored, and consistent with the needs of the Justice System. We further confirm that, where 'CJSM originated' data is to be deleted or destroyed, this is done securely.

12. We understand that CJSM shall not be used as a persistent store, data repository archive capability for email records; and any correspondence or associated material will be removed to a separate system for any retention requirements.

13. We confirm that the we have carried out a business-focused risk assessment of our computer systems as appropriate to our organisation and will carry out regular reviews/audits of the IT infrastructure to the National Cyber Security Centre (NCSC) '10 Steps to Cyber Security'. If an assessment has not already taken place, we plan to complete one and implement recommendations within the next six months.

14. We confirm that our organisation prevents unauthorised personnel from entering areas of its premises where IT systems that have access to the CJSM or information transmitted via the CJSM are in use. Where this is not possible, all visitors are escorted at all times.

15. We will only allow access to the Service from dedicated/official systems used for the purpose of our business. Where this is not possible we will ensure that users only access the CJSM Service from a device which meets these T&Cs.

16. We confirm that all devices, including portable storage and mobile devices, that will be used for sending/receiving CJSM email or for storing CJSM originated data are protected against unauthorised use; and that data is encrypted to safeguard against unauthorised disclosure through the use of full disk/device encryption to standards and guidance from the NCSC or the Information Commissioners Office (ICO)(e.g. CAPS or FIPS 140-21 ).

17. We will ensure that information transmitted to/from CJSM is only transmitted between systems within our organisation that we believe to be secure.

18. Not used.

19. We confirm all wireless installations over which CJSM is intended to be used will be secured to WPA/WPA 2 or Enterprise standards and is a home (known and owned) or work network.



20. We confirm that all Tablet Computers, Smart Phones or mobile devices used to access CJSM have NCSC's Keeping your smartphones (and tablets) safe guidance controls (including personal devices, if relevant).
21. We confirm that a firewall is used to protect our systems/organisation connecting to CJSM and that it is frequently monitored and maintained and is not disabled.
22. We confirm that all machines used to access the CJSM prevent malicious software by running up-to-date Anti-virus and Spyware packages with frequent updates being applied.
23. We confirm that operating system updates and security patches are regularly applied to all servers used to access the CJSM and all client machines within the organisation.
24. We note any emails sent to government organisations via CJSM are likely to be submitted to audit procedures as part of normal HM Government policy.
25. We confirm CJSM will not be used for the purposes of spamming or advertising. We accept that should we use CJSM in this way we will be immediately disconnected from the service.
26. We note that the MoJ reserves the right to audit our access to CJSM and our compliance with the above T&Cs and we confirm that we will cooperate with the auditors and audit process. We also note that the MoJ will provide at least 4 weeks' notice of any such audit.
27. We understand that the MoJ reserves the right to terminate our connection to CJSM in the event that the above-mentioned audit activity reveals significant shortfalls in good security practice (as specified within this document). Similarly, we understand that if the output of the audit activity points to remedial activity being required and we do not demonstrate progress in line with MoJ requirements, our connection with CJSM may be terminated.
28. We confirm that should we become aware of any vulnerabilities to the CJSM we will raise it to the MoJ immediately (via the CJSM Helpdesk).

**Declaration:**

**As the local user representative I am fully aware of my responsibilities in relation to the connection to and use of the CJSM Service as set out in these Terms & Conditions and I am authorised to sign these terms and conditions on behalf of my organisation.**

**Supplier to sign up to these T&Cs using the CJSM Portal.**

If necessary, you can sign and email a copy to the CJSM Helpdesk at [cjsm.helpdesk@egress.com](mailto:cjsm.helpdesk@egress.com) V10.2

## **Part 2 Supplier's Lot 2 Tender**

### **Appendix 1: [The Supplier's Tender]**

**[REDACTED]**

## Schedule 2 Awarded Framework Lots

The Lots have been awarded as follows:

| NAME OF LOT   | FRAMEWORK PROVIDERS   |
|---|---|
| <b>Lot 1 – OTS</b><br><i>Under which Call-Off Contracts will potentially be awarded with individual providers for:</i><br><i>Lot 1A - OTS North Region</i><br><i>Lot 1B - OTS London Region</i><br><i>Lot 1C – OTS Midlands and Wales</i><br><i>Lot 1D – OTS South Region</i> | Appen (UK) Ltd<br>DA Languages Limited<br>Epiq Europe Limited<br>eScribers Limited<br>Marten Walsh Cherer Limited<br>Opus 2 International Limited<br>The Transcription Agency LLP<br>Ubiquis UK Limited |
| <b>Lot 2 - ATS Crime/RTS</b>  | Epiq Europe Limited<br>eScribers Limited  |
| <b>Lot 3 – ATS Civil and Family</b>   | Epiq Europe Limited<br>eScribers Limited  |

### Schedule 3 Pricing Matrices

#### 3.1 NOT USED

#### 3.2 Lot 3 – ATS (Civil & Family):

##### 3.2.1 Table 2 - Maximum Price Per Day

| Service Description                | Years 1 and 2<br>£ (Ex VAT) |
|------------------------------------|-----------------------------|
| Security Checked                   | [REDACTED]                  |
| Developed Vetting                  | [REDACTED]                  |
| Court Reporting<br>(Stenographers) | [REDACTED]                  |
| Court Reporting (Loggers)          | [REDACTED]                  |

Table 3 - Maximum Price per Folio:

| Service Level Band | Service Description  | Years 1 and 2<br>£ (Ex VAT) |
|--------------------|----------------------|-----------------------------|
| ATS Band 1         | Overnight (24 hours) | [REDACTED]                  |
| ATS Band 2         | 48 Hours             | [REDACTED]                  |
| ATS Band 3         | 3 Working days       | [REDACTED]                  |
| ATS Band 4         | 7 Working days       | [REDACTED]                  |
| ATS Band 5         | 12 Working days      | [REDACTED]                  |
| ATS Copies         | Copy Rate – per page | [REDACTED]                  |

##### 3.2.2 ATS Indexation of Payments

The Maximum Prices set out in Tables 2 and 3 shall be increased to such an amount as calculated in accordance with the following procedure:

The base date for the indexation shall be 1 April 2023 and indexation will be applied in Year 3 and Year 4, on 1 June 2025 and 1 June 2026 respectively.

The Consumer Price Index including owner occupiers' housing costs (CPI(H)) shall be used to determine the indexation factor, up to a maximum of 5% in respect to one contract year.

The indexed price for each rate in Contract Year [n] is given by:

$$\text{MaxP}_{[n]} = \text{MaxP}_{[n-1]} \times V$$

Where:

**MaxP<sub>n</sub>** is the indexed Maximum Price (ST, TR, RT) in Contract Year [n]

**MaxP<sub>n-1</sub>** is the Maximum Price (ST, TR, RT) in Contract Year [n-1]

**V** is the variation, calculated using the formula below

$$V = \left( 1 + \left( \frac{CPI_1 - CPI_0}{CPI_0} \right) \right)$$

Where:

**CPI<sub>0</sub>** is the level of CPI(H) published for the month of April in Year (n-1)

**CPI<sub>1</sub>** is the level of CPI(H) published for the month of April in Year n, up to a maximum of 5%

## Schedule 4 Call-Off Contract Order Form

### Framework Agreement

#### FROM

|                                   |  |
|-----------------------------------|--|
| <b>Customer:</b>                  | Authority  |
| <b>Service address:</b>           |  |
| <b>Invoice address:</b>           | TBC  |
| <b>Authorised Representative:</b> | Name: TBC<br>Position: TBC<br>E-mail: TBC<br>Telephone number: TBC |
| <b>Contract number:</b>           | To be quoted on all correspondence relating to this Contract: TBC  |
| <b>Order date:</b>                | TBC  |

#### TO

|   |  |
|---|--|
| <b>Supplier:</b>  | [SERVICE PROVIDER'S NAME]  |
| <b>Authorised Representative:</b>   | Name: TBC<br>Position: TBC<br>Manager E-mail: TBC<br>Telephone number: TBC |
| <b>Address:</b>   | TBC  |
| <b>SERVICES REQUIREMENTS</b> *If the Service is not being provided to the MOJ or HMCTS please enter the details of the contracting authority<br>TBC |  |
| <b>(1.1) Services [and deliverables] required:</b><br>TBC   |  |
| <b>(1.2) Service Commencement Date:</b><br>TBC  |  |
| <b>(1.3) Price payable by Customer and payment profile:</b><br>TBC  |  |
| <b>(1.4) Completion date (including any extension period or periods):</b><br>TBC  |  |
| <b>2 [MINI-COMPETITION ORDER: ADDITIONAL REQUIREMENTS]</b>  |  |

|   |
|---|
| <b>(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:</b><br>TBC   |
| <b>(2.2) Variations to Call-off Terms and Conditions:</b><br>TBC  |
| <b>3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]</b>  |
| <b>(3.1) Key personnel of the Supplier to be involved in the Services [and deliverables]:</b><br>TBC  |
| <b>(3.2) Performance standards:</b><br>TBC  |
| <b>(3.3) Location(s) at which the Services are to be provided:</b><br>TBC   |
| <b>(3.4) Quality standards:</b><br>TBC  |
| <b>(3.5) Contract monitoring arrangements:</b><br>TBC   |
| <b>(3.6) Management Information and meetings</b><br>TBC   |
| <b>4. CONFIDENTIAL INFORMATION</b>  |
| <b>(4.1) The following information shall be deemed Confidential Information:</b> TBC<br><b>(4.2) Duration that the information shall be deemed Confidential Information:</b><br>TBC |

**BY SIGNING AND RETURNING THIS CALL-OFF CONTRACT ORDER FORM THE SERVICE PROVIDER AGREES** to enter a legally binding contract with the Authority to provide to the Authority the Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on [DATE].

For and on behalf of the Supplier:

|  |        |
|--|--------|
| Name   |        |
| Position   |        |
| Signature  |        |
| Date   |        |
| Supplier's Authorised Representative for the Contract (if different) | [NAME] |

For and on behalf of the Authority:

|           |  |
|-----------|--|
| Name      |  |
| Position  |  |
| Signature |  |
| Date      |  |

**Schedule 1: Specification for the Services**

**Appendix 1: Supplier's Tender**

**Appendix 2: Supplemental Tender (for Competed Services)**

## **Schedule 5    Call-off Terms and Conditions**



## **Schedule 6 Contract management**

### **1. Operational Review Meetings**

1.1 Regular performance reviews shall take place once a Call-Off Contract has been placed under this Framework Agreement through operational review meetings between the Authority and the Framework Provider ("**Operational Review Meetings**"). The exact timings and frequencies of the Operational Review Meetings shall be determined by the Authority following award of the Call-Off Contract. Flexibility from both Parties shall be expected over the frequency, location (including online or face to face), timings and content of these reviews.

1.2 Operational Review Meetings shall be held between the Authority and the Supplier's management team. The content of the review shall be as set out but not limited to the information required in paragraph 1.3 (Operational Review Meetings).

1.3 The Operational Review Meetings shall focus on the operational performance of this Agreement, including:

- a) the Supplier's compliance with its obligations under the Call-Off Contracts;
- b) Service delivery;
- c) incident and problem management, including Supplier account management function performance; and
- d) forward planning, opportunities and future efficiencies including standardisation and rationalisation.

### **2. Strategic Management Reviews**

2.1 The Supplier Representative and Authority Representative shall meet to hold a strategic management review meeting ("**Strategic Management Review**") every twelve (12) Months. The Authority sees these meetings as a vital element in developing a strategic relationship with the Supplier and to promote the building of a positive working relationship. The content of these meetings shall be agreed between both Parties at least ten (10) Working Days before the date of the Strategic Management Review.

2.2 The Strategic Management Review meeting shall consider as a minimum:

- a) overall performance under this Agreement;
- b) policy updates including emerging Government initiatives; and
- c) security and risk management.

## **Annex A to Schedule 6 – Monitoring and Management Information**

### **1. INTRODUCTION**

- 1.1 The objective of this Annex is to set out the Authority's requirements for the detail and provision of Management Information, reports, records and other information from the Supplier, including the timing and process of delivery.
- 1.2 This Annex A to Schedule 6 (Monitoring and Management Information) is without limitation to the Supplier's obligation to promptly provide to the Authority any other information and/or reports required under this Agreement or otherwise requested from time to time.

### **2. MANAGEMENT INFORMATION**

- 2.1 The Supplier shall provide to the Authority the Management Information in accordance with the timescales listed within the Annex to this Schedule 6 (Monitoring and Management Information) and otherwise promptly upon request.
- 2.2 In addition, the Supplier shall provide the following:
  - 2.2.1 monthly reports for all Management Information as set out in Annex A1 from the Contract Service Commencement Date;
  - 2.2.2 all raw/line data for each Management Information report;
  - 2.2.3 ad-hoc Management Information reports requested by the Authority, within 16 working hours of receipt of a request (and, for these purposes, working hours are 08:00 to 18:00 Monday to Friday (excluding bank holidays) and any other times and dates notified in writing by the Authority to the Supplier).
- 2.3 The Supplier will work with the Authority to develop and refine further Management Information categories and definitions during the Mobilisation and Implementation Period. If required, further refinement will be undertaken during the remainder of the Term following consultation with, and agreement of, the Authority.
- 2.4 The Authority may, from time to time, reasonably request the Supplier produces reports outside of the frequency shown in the Annex to this Schedule 6 (Monitoring and Management Information) and/or produce reports other than those referred to in this Agreement and the Supplier shall provide such reports to the Authority in the timeframe requested by the Authority.
- 2.5 The Authority may make reasonable changes to the format and frequency in which the Management Information must be provided by giving the Supplier one (1) Month's written notice. The Supplier shall effect such changes at no cost to the Authority.
- 2.6 In addition to paragraph 2.1, the Supplier shall, promptly upon request (and in the case of paragraph 2.6.1, immediately upon becoming aware) provide to the Authority reports which set out:
  - 2.6.1 areas of concern relating to the provision of the Services and of matters that may become of ministerial interest and/or may have media interest (whether relating to the Authority). This includes, but is not limited to, Parliamentary questions, FOIA requests and any other requests for information from third parties; and

- 2.6.2 information to fulfil the Authority's obligations to supply information for Parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General, and

in preparing such reports, the Supplier shall include such information as the Authority may reasonably request.

### **3. RECORDS**

- 3.1 During the Term and for a period of at least seven (7) years thereafter (or to the extent permitted by law), the Supplier shall keep full, true and accurate records, accounts, books, data, documents, equipment and other information and property relevant to the performance of the Services (whether in electronic format or otherwise) as may be reasonably required to show the Supplier's compliance with its obligations under this Agreement, the Services provided and the Charges paid by the Authority, including those set out in Annex 3 to this Schedule 14 (Monitoring and Management) and otherwise required to be kept under this Agreement.
- 3.2 The Supplier shall keep the records and accounts it maintains under this Agreement in accordance with Good Industry Practice, in chronological order and in a form that is capable of audit.
- 3.3 The Supplier shall comply with the Authority's instructions in respect of the retention of records and accounts under this Agreement including that set out in Schedule 6 and any other retention of records policy which the Authority may make available to the Supplier from time to time.
- 3.4 Wherever practical, the Supplier shall retain original records. True copies of the original records may be kept by the Supplier where it is not practicable to retain original records.

### **4. ACCESS**

- 4.1 Upon request, the Supplier shall promptly:
- 4.1.1 make available to the Authority the Management Information, reports and records required under this Agreement and all of the underlying data and documents that support any of them; and
  - 4.1.2 answer any questions that the Authority may have in respect of the Management Information, reports and records made available under and/or generated in respect of this Agreement.

## ANNEX A1 TO SCHEDULE 6: MONITORING AND MANAGEMENT INFORMATION

1.1 The Supplier shall collect and record Management Information (MI) and provide MI reports to the Authority as set out in the table below. In addition the Supplier shall meet the following requirements:

1.1.1 Provide monthly reports for all MI as set out below from the Contract Service Commencement Date;

1.1.2 Provide all raw/line data for each Management Information report;

1.1.3 Provide Ad-Hoc Management Information reports requested by the Authority, within 1 Working Day of receipt of a request.

1.2 The Supplier will work with the Authority to develop and refine further Management Information categories and definitions during the Mobilisation and Implementation Period. If required, further refinement will be undertaken during the Contract Period following consultation with, and agreement of, the Authority.

| Report Name  | Content   | Mandatory Categories |            |           | Frequency (Until the expiration of the Contract) |
|--|---|----------------------|------------|-----------|--|
|  |   | Jurisdiction         | Audio Type | Requestor |  |
| <b>Complaints</b><br><i>The Authority wants assurance that complaints are handled in accordance with the specification. In addition the Authority wants to understand any trends in complaints that this information is collated and that corrective action is taken when necessary.</i> | Number of complaints received, by complainant and complaint type                | ✓                    | ✓          | ✓         | Monthly and Annually                             |
|  | Number of complaints acknowledged within 24 hours                               | ✓                    | ✓          | ✓         |  |
|  | Number of complaints resolved within five working days                          | ✓                    | ✓          | ✓         |  |
|  | Number of complaints escalated to the Authority, including breakdown of details | ✓                    | ✓          | ✓         |  |
|  | Number of complaints upheld, by complainant and complaint type                  | ✓                    | ✓          | ✓         |  |
|  | Number of priority complaints received, by complainant type and complaint type  | ✓                    | ✓          | ✓         |  |

|   |  |   |   |   |                        |
|---|--|---|---|---|------------------------|
| <b>Welsh Language Requests</b><br><i>The Authority wants to know the volumes of users</i> | Number of Requests for Transcripts in Welsh Language by location | ✓ | ✓ | ✓ | Quarterly and Annually |
|---|--|---|---|---|------------------------|

| Report Name   | Content  | Mandatory Categories |            |           | Frequency                       |
|---|--|----------------------|------------|-----------|---------------------------------|
|   |  | Jurisdiction         | Audio Type | Requestor |                                 |
| <b>Delays in Fulfilling Orders</b><br><br><i>The Authority wants to know when service delivery has not been fulfilled on time and why</i>   | Breakdown of number of Requests delayed  | ✓                    | ✓          |           | Monthly and Annually            |
|   | Reason for delay   | ✓                    | ✓          |           |                                 |
|   | Stage/s of process at which delay occurred   | ✓                    | ✓          |           |                                 |
| <b>Unfulfilled Requests (FLPs) (including inaudible and unavailable Audios)</b><br><br><i>The Authority wants to know when service delivery has not been fulfilled at all and why</i> | Number of unfulfilled Orders   | ✓                    | ✓          |           | Monthly and Annually            |
|   | Number of unfulfilled Orders due to inaudible audio  | ✓                    | ✓          |           |                                 |
|   | Number of unfulfilled Orders due insufficient personnel with required level of security clearance  | ✓                    | ✓          |           |                                 |
| <b>Cancelled Requests</b><br><br><i>The Authority wants to know when Orders are cancelled and why</i>   | Number of Orders cancelled by stage in process and reason and requestor name   | ✓                    | ✓          | ✓         | Monthly, Quarterly and Annually |
| <b>Completed Requests</b><br><br><i>The Authority wants assurance that Requests are</i>   | Number of Orders completed in line with the Specification, with raw data including folio count, audio minutes transcribed, Reporting Restrictions (Y/N), service level, total cost | ✓                    | ✓          | ✓         | Monthly, Quarterly and Annually |

|  |   |   |   |   |                                 |
|--|---|---|---|---|---------------------------------|
| <i>handled in accordance with the specification</i>  | Detail of Transcripts which were delivered late or remain in the process late, including reason (e.g. delay of approval from judge, delay by transcriber etc).                  | ✓ | ✓ | ✓ |                                 |
| <b>Quality Assurance</b><br><i>The Authority wants assurance that Quality Assurance is handled in accordance with the specification</i>  | Breakdown of Transcripts which fail to meet the quality criteria  | ✓ | ✓ |   | Monthly, quarterly and Annually |
|  | Reason for failure to meet quality criteria including non-compliant transcripts   | ✓ | ✓ |   |                                 |
| <b>Reporting Restrictions and Anonymisation</b><br><i>The Authority wants assurance that Reporting Restrictions and details of anonymisation are being reported and applied appropriately.</i> | Details of cases where reporting restrictions have not been applied properly  | ✓ | ✓ | ✓ | Monthly, Quarterly and          |
|  | Number and details of Orders where the Supplier was not notified of a reporting restriction or anonymisation applicable including reason (e.g. not identified by the Authority) | ✓ | ✓ | ✓ | Monthly, Quarterly and Annually |

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| <b>Legacy Material</b><br><b>Including Audio Tapes</b><br><i>The Authority requires assurance that the legacy material and destruction is recorded accurately and that preservation orders are applied correctly.</i> | Details of all legacy material held on behalf of the Authority, to include those marked for permanent retention   | ✓ | ✓ |   | Quarterly and Updated Version after any Destruction Event |
|   | Volume of Legacy Material destroyed including date of destruction certification   | ✓ | ✓ |   | Ad-hoc  |
| <b>Security Clearances</b><br><i>The Authority wants assurance that Supplier personnel meet</i>   | Provide evidence of staff meeting vetting requirements  | ✓ |   |   | Quarterly and Ad-hoc                                      |
| <b>Estimates</b><br><i>The Authority wants assurance that estimates are accurate and done in a timely manner in line with the Specification</i>   | Estimate Vs Payment Comparison Report, detailing number of folios estimated for the purposes of the quotation, the value of the quotation, the number of folios actually transcribed and charged, the total value of the order, and the length of the audio in minutes [identified by transcript type]. | ✓ | ✓ | ✓ | Monthly, Quarterly and Annually                           |
| <b>Invoicing and Payments</b><br><i>The Authority wants sufficient information to allow the business to reconcile payments and ensure prompt and appropriate management of financial matters.</i>                     | Total number and value of invoices submitted  | ✓ | ✓ | ✓ | Quarterly and Annually                                    |
|   | Number and value of outstanding invoices submitted to the Authority for payment   | ✓ | ✓ | ✓ | Monthly, Quarterly and Annually                           |



## **Schedule 7 Framework Agreement Variation Procedure**

### **Change Request Form**

(For completion by the Party requesting the Change)

|   |   |
|---|---|
| <b>Contract Title:</b>  | <b>Party requesting Change:</b>             |
| <b>Name of Supplier:</b>  |   |
| <b>Change Request Number:</b>   | <b>Proposed Change implementation date:</b> |
| <b>Full description of requested Change (including proposed changes to wording of the Contract where possible):</b> |   |
| <b>Reasons for requested Change:</b>  |   |
| <b>Effect of requested Change</b>   |   |
| <b>Assumptions, dependencies, risks and mitigation (if any):</b>  |   |
| <b>Change Request Form prepared by (name):</b>  |   |
| <b>Signature:</b>   |   |
| <b>Date of Change Request:</b>  |   |

## Contract Change Notice (“CCN”)

(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)

|  |  |  |  |
|--|--|--|--|
| <b>Contract Title:</b>   |  | <b>Change requested by:</b>                                  |  |
| <b>Name of Supplier:</b>   |  |  |  |
| <b>Change Number:</b>  |  |  |  |
| <b>Date on which Change takes effect:</b>  |  |  |  |
| <b>Contract between:</b><br>The Lord Chancellor<br>and<br>[insert name of Supplier]  |  |  |  |
| <b>It is agreed that the Contract is amended, in accordance with Regulation 72 of the Public Contracts Regulations 2015, as follows:</b><br><br>[Insert details of the variation (including any change to the Price and deliverables/obligations) based on the information provided in the Change Request Form and any subsequent discussions/negotiations, cross referencing the wording of the original Contract, as previously changed (if applicable), where possible] |  |  |  |
| <b>Where significant changes have been made to the Contract, information previously published on Contracts Finder will be updated.</b>   |  |  |  |
| Words and expressions in this CCN shall have the meanings given to them in the Contract. The Contract, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN   |  |  |  |
| <b>Signed for and on behalf of the Lord Chancellor</b>   |  | <b>Signed for and on behalf of [insert name of Supplier]</b> |  |
| <b>Signature</b>   |  | <b>Signature</b>   |  |
| <b>Name</b>  |  | <b>Name</b>  |  |
| <b>Title</b>   |  | <b>Title</b>   |  |
| <b>Date</b>  |  | <b>Date</b>  |  |

**Schedule 8 NOT USED**

**Schedule 9 Framework Guarantee**



Government  
Legal Department

**[THE GUARANTOR]**

and

**[THE AUTHORITY]**

**DEED OF GUARANTEE AND INDEMNITY**

**THIS DEED** is executed as a deed and dated [Insert date of execution] (the “**Deed**”)

**BETWEEN:**

(1) [INSERT NAME OF THE GUARANTOR] [a company incorporated in [England and Wales] under registered number [insert registered number] whose registered office is at [insert registered office] **[OR]** [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] (the “**Guarantor**”); and

(2) [INSERT NAME OF THE AUTHORITY], [acting on behalf of the Crown] of [insert the Authority’s address] (the “**Authority**”).

together the “**Parties**” and each a “**Party**”.

**BACKGROUND:**

A. The Authority [has awarded] a contract dated [insert date] to [insert details of the Supplier] (the “**Supplier**”) for the provision of [insert details of goods or services to be provided] (the “**Guaranteed Agreement**”).

B. It is a condition of the Authority entering into the Guaranteed Agreement that the Supplier procures the execution and delivery to the Authority of a parent company guarantee substantially in the form of this Deed.

C. The Guarantor has agreed to guarantee the due performance of the Guaranteed Agreement.

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

**Definitions**

The following definitions apply in this Deed:

|                |  |
|----------------|--|
| "Business Day" | means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business; |
|----------------|--|

|           |  |
|-----------|--|
| "Control" | means the power of a person to secure that the affairs of a body corporate are |
|-----------|--|

conducted in accordance with the wishes of that person:

by means of the holding of shares or the possession of voting power in relation to that body or any other body corporate; or

as a result of any powers conferred by the constitutional or corporate documents, or any other document regulating that body or any other body corporate;

|                          |  |
|--------------------------|--|
| "Guaranteed Agreement"   | has the meaning given to it in Recital (A);                                    |
| "Guaranteed Obligations" | has the meaning given to it in Clause 2.1(a);                                  |
| "Supplier"               | has the meaning given to it in Recital (A);                                    |
| "VAT"                    | means value added tax or any equivalent tax chargeable in the UK or elsewhere. |

## Interpretation

Unless otherwise stated, any reference in this Deed to:

the "**Guarantor**", the "**Authority**", the "**Supplier**" or any other person shall be construed so as to include their successors in title, permitted assigns and permitted transferees, whether direct or indirect;

"**assets**" includes present and future properties, revenues and rights of every description;

this "**Deed**", or any other agreement or instrument is a reference to, this deed or other agreement or instrument as amended, novated, supplemented, extended or restated;

"**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

the words "**including**", "**includes**", "**in particular**", "**for example**" or similar shall be construed as illustrative and without limitation to the generality of the related general words; and

a time of day is a reference to London time.

## **2 GUARANTEE AND INDEMNITY**

### **2.1 The Guarantor:**

a) guarantees to the Authority the due and punctual performance of all of the Supplier's present and future obligations under and in connection with the Guaranteed Agreement if and when they become due and performable in accordance with the terms of the Guaranteed Agreement (the "**Guaranteed Obligations**");

b) shall pay to the Authority from time to time on demand all monies (together with interest on such sum accrued before and after the date of demand until the date of payment) that have become payable by the Supplier to the Authority under or in connection with the Guaranteed Agreement but which has not been paid at the time the demand is made; and

c) shall, if the Supplier fails to perform in full and on time any of the Guaranteed Obligations and upon written notice from the Authority, immediately on demand perform or procure performance of the same at the Guarantor's own expense.

**2.2** The Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under Clause 2.1, shall indemnify and keep indemnified the Authority in full and on demand from and against all and any losses, damages, costs and expenses suffered or incurred by the Authority arising out of, or in connection with:

a) any failure by the Supplier to perform or discharge the Guaranteed Obligations; or

b) any of the Guaranteed Obligations being or becoming wholly or partially unenforceable for any reason,

provided that the Guarantor's liability under this Clause 2.2 shall be no greater than the Supplier's liability under the Guaranteed Agreement was (or would have been had the relevant Guaranteed Obligation been fully enforceable).

### **3 AUTHORITY PROTECTIONS**

#### **Continuing Guarantee**

3.1 This Deed is, and shall at all times be, a continuing and irrevocable security until the Guaranteed Obligations have been satisfied or performed in full, and is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Authority may at any time hold for the performance of the Guaranteed Obligations and may be enforced without first having recourse to any such security.

#### **Preservation of the Guarantor's liability**

3.2 The Guarantor's liability under this Deed shall not be reduced, discharged or otherwise adversely affected by:

- a) any arrangement made between the Supplier and the Authority;
- b) any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations;
- c) any alteration in the obligations undertaken by the Supplier whether by way of any variation referred to in Clause 4 or otherwise;
- d) any waiver or forbearance by the Authority whether as to payment, time, performance or otherwise;
- e) the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Supplier or any other person;
- f) any unenforceability, illegality or invalidity of any of the provisions of the Guaranteed Agreement or any of the Supplier's obligations under the Guaranteed Agreement, so that this Deed shall be construed as if there were no such unenforceability, illegality or invalidity;



- g) any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, Control or ownership, insolvency, liquidation, administration, voluntary arrangement, or appointment of a receiver, of the Supplier or any other person.

### **Immediate demand**

3.3 The Guarantor waives any right it may have to require the Authority to proceed against, enforce any other right or claim for payment against, or take any other action against, the Supplier or any other person before claiming from the Guarantor under this Guarantee.

### **Deferral of rights**

3.4 Until all amounts which may be or become payable under the Guaranteed Agreement or this Deed have been irrevocably paid in full, the Guarantor shall not, as a result of this Deed or any payment performance under this Deed:

- a) be subrogated to any right or security of the Authority;
- b) claim or prove in competition with the Authority against the Supplier or any other person;
- c) demand or accept repayment in whole or in part of any indebtedness due from the Supplier;
- d) take the benefit of, share in or enforce any security or other guarantee or indemnity against the Supplier; or
- e) claim any right of contribution, set-off or indemnity from the Supplier,

without the prior written consent of the Authority (and in such case only in accordance with any written instructions of the Authority).

3.5 If the Guarantor receives any payment or other benefit in breach of Clause 3.4, or as a result of any action taken in accordance with a written instruction of the Authority given pursuant to Clause 3.4, such payment or other benefit, and any benefit derived directly or indirectly by the Guarantor therefrom, shall be held by the Guarantor on trust for the Authority applied towards the discharge of the Guarantor's obligations to the Authority under this Deed.

#### **4 VARIATION OF THE GUARANTEED AGREEMENT**

4.1 The Guarantor confirms that it intends that this Deed shall extend and apply from time to time to any variation, increase, extension or addition of the Guaranteed Agreement, however, fundamental, and any associated fees, costs and/or expenses.

#### **5 PAYMENT AND COSTS**

5.1 All sums payable by the Guarantor under this Deed shall be paid in full to the Authority in pounds sterling:

- a) without any set-off, condition or counterclaim whatsoever; and
- b) free and clear of any deductions or withholdings whatsoever except as may be required by applicable law which is binding on the Guarantor.

5.2 If any deduction or withholding is required by any applicable law to be made by the Guarantor:

- a) the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required; and
- b) the Guarantor shall promptly deliver to the Authority all receipts issued to it evidencing each deduction or withholding which it has made.

5.3 The Guarantor shall not and may not direct the application by the Authority of any sums received by the Authority from the Guarantor under any of the terms in this Deed.

5.4 The Guarantor shall pay interest on any amount due under this Deed at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

5.5 The Guarantor shall, on a full indemnity basis, pay to the Authority on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any VAT on those costs and expenses) which the Authority incurs in connection with:

- a) the preservation, or exercise and enforcement, of any rights under or in connection with this Deed or any attempt to do so; and

- b) any discharge or release of this Deed.

## **6 CONDITIONAL DISCHARGE**

6.1 Any release, discharge or settlement between the Guarantor and the Authority in relation to this Deed shall be conditional on no right, security, disposition or payment to the Authority by the Guarantor, the Supplier or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency for any other reason.

6.2 If any such right, security, disposition or payment as referred to in Clause 6.1 is avoided, set aside or ordered to be refunded, the Authority shall be entitled subsequently to enforce this Deed against the Guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment has not been made.

## **7 REPRESENTATIONS AND WARRANTIES**

7.1 The Guarantor represents and warrants to the Authority that:

- a) it is duly incorporated with limited liability and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name, and has power to carry on its business as now being conducted and to own its property and other assets;
- b) it has full power under its constitution or equivalent constitutional documents in the jurisdiction in which it is established to enter into this Deed;
- c) it has full power to perform the obligations expressed to be assumed by it or contemplated by this Deed;
- d) it has been duly authorised to enter into this Deed;
- e) it has taken all necessary corporate action to authorise the execution, delivery and performance of this Deed;
- f) this Deed when executed and delivered will constitute a legally binding obligation on it enforceable in accordance with its terms;
- g) all necessary consents and authorisations for the giving and implementation of this Deed have been obtained;

h) that its entry into and performance of its obligations under this Deed will not constitute any breach of or default under any contractual, government or public obligation binding on it; and

i) that it is not engaged in any litigation or arbitration proceedings that might affect its capacity or ability to perform its obligations under this Deed and to the best of its knowledge no such legal or arbitration proceedings have been threatened or are pending against it.

## **8 ASSIGNMENT**

8.1 The Authority shall be entitled by notice in writing to the Guarantor to assign the benefit of this Deed at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this Deed.

8.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed without the prior written consent of the Authority.

## **9 VARIATION**

9.1 No variation of this Deed shall be effective unless it is in writing and signed by the parties.

## **10 DEMANDS AND NOTICES**

10.1 Any demand or notice served by the Authority on the Guarantor under this Deed shall be in writing, addressed to:

For the Attention of [insert details]

[Address of the Guarantor in England and Wales]

or such other address in England and Wales as the Guarantor has from time to time notified to the Authority in writing in accordance with the terms of this Deed as being an address or email for the receipt of such demands or notices.

10.2 Any notice or demand served on the Guarantor or the Authority under this Deed shall be deemed to have been served:

a) if delivered by hand, at the time of delivery; or

b) if posted, at 10.00 a.m. on the second Business Day after it was put into the post.

10.3 In proving service of a notice or demand on the Guarantor it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter.

10.4 Any notice purported to be served on the Authority under this Deed shall only be valid when received in writing by the Authority.

## **11 ENTIRE AGREEMENT**

11.1 This Deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 The Guarantor acknowledges that it has not entered into this Deed in reliance upon, nor has it been induced to enter into this Deed by, any representation, warranty or undertaking made by or on behalf of the Authority (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed.

## **12 WAIVER**

12.1 No failure or delay by the Authority to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.2 Any waiver by the Authority of any terms of this Deed, or of any Guaranteed Obligations, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

## **13 SEVERANCE**

13.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Deed.

## **14 THIRD PARTY RIGHTS**

14.1 A person who is not a Party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any of its terms but this does not affect any third party right which exists or is available independently of that Act.

## **15 GOVERNING LAW AND JURISDICTION**

15.1 This Deed and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

15.2 The Guarantor irrevocably agrees for the benefit of the Authority that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Deed or its subject matter or formation.

15.3 Nothing contained in Clause 15.2 shall limit the rights of the Authority to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

15.5 [The Guarantor irrevocably appoints [Insert name of agent] of [Insert address of agent] as its agent to receive on its behalf in England or Wales service of any proceedings under this Clause 15. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Guarantor) and shall be valid until such time as the Authority has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Guarantor shall appoint a substitute acceptable to the Authority and deliver to the Authority the new agent's name and address within England and Wales.]

**[Clause 15.5 should be included where the Guarantor is not registered in England and Wales.]**

Executed as a deed by [insert the  
name of the Guarantor] acting by  
[insert name of Director] a director, in  
the presence of a witness:

.....  
[Signature of Witness]

.....  
[Signature of Director]

Name of Director:

.....

Name of Witness:

.....

Address of Witness:

.....

Occupation of Witness:

.....

.....

## Schedule 10 Dispute Resolution

1. Introduction
  - 1.1 Nothing in this dispute resolution procedure prevents the Parties 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.
2. The procedure for mediation and consequential provisions relating to mediation are as follows:
  - (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
  - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure
  - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
  - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
  - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
  - (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in Schedule 10 paragraph 3.
3. Subject to Schedule 10, paragraph 1, the Parties shall not start court proceedings until the procedures set out in clauses 21.1 and 21.1( c) have been completed save that:
  - (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with Schedule 10 paragraph 4.
  - (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such



notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with Schedule 10 paragraph 4; and

- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with Schedule 10 paragraph 4, to which the Authority may consent as it sees fit.

4. If any arbitration proceedings are commenced pursuant to Schedule 10 paragraph 3:

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
  - (i) that the dispute is referred to arbitration; and
  - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with Schedule 10 paragraph 4(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under Schedule 10 paragraph 4 (a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

## **Schedule 11**

**List of customers the Framework Provider may provide Services to:**

The Home Office

## Schedule 12 - Commercially Sensitive Information

1. Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause 14 (Freedom of Information).
2. In this Schedule 12 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
3. Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 12 applies.
4. Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

| SUPPLIER'S<br>COMMERCIALY<br>SENSITIVE<br>INFORMATION | DATE             | DURATION OF<br>CONFIDENTIALITY |
|---|------------------|--------------------------------|
| [REDACTED]  | 6th January 2023 | [REDACTED]                     |
| [REDACTED]  | 6th January 2023 | [REDACTED]                     |
| [REDACTED]  | 6th January 2023 | [REDACTED]                     |
| [REDACTED]  | 6th January 2023 | [REDACTED]                     |
| [REDACTED]  | 6th January 2023 | [REDACTED]                     |
| [REDACTED]  | 6th January 2023 | [REDACTED]                     |
| [REDACTED]  | 6th January 2023 | [REDACTED]                     |

## Schedule 13 Security Aspects Letter



Ministry  
of Justice

Date: November 2022

### Security Aspects Letter for the Framework for Court Reporting and Transcription (CRT) Services

1. The Services to be provided under the Framework Agreement and Call-Off Terms and Conditions will involve your company holding UK classified material which must be protected. The standard of protection required varies with the level of classification for which further information can be found at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/715778/May-2018\\_Government-Security-Classifications-2.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf).
2. Material passed to you will bear the classification appropriate to it. However, to assist you in allocating any necessary classification to material which your company may produce and thus enable you to provide the appropriate degree of protection to it, the correct classification categories are summarised below
3. The aspects of the Services which require to be classified are:

| ASPECTS  | CLASSIFICATION     |
|--|--------------------|
| Security Architecture                          | OFFICIAL           |
| Detail of Security Enforcing Functions         | OFFICIAL           |
| Security Vulnerabilities                       | OFFICIAL           |
| Risks to Data, Applications and Infrastructure | OFFICIAL           |
| Source Code/Memory Dumps                       | OFFICIAL           |
| Security Incident Reports                      | OFFICIAL           |
| Sensitive Personal Data                        | OFFICIAL Sensitive |
| Network Diagrams                               | OFFICIAL           |
| Aggregated Data (as advised by the Authority)  | OFFICIAL           |
| Configuration data                             | OFFICIAL           |
| Credentials for Live Services                  | OFFICIAL           |
| Cryptographic Design and Procedures            | OFFICIAL           |

|                   |          |
|-------------------|----------|
| All Other Aspects | OFFICIAL |
|-------------------|----------|

4. It is essential that any sub-contractor with the potential to produce material which may be classified OFFICIAL SENSITIVE is provided with a SAL from you. Any such sub-contractor SAL must be agreed by the Authority before issue.
5. The level of classification associated with the various aspects listed above are the required security controls in the contract security conditions can and will be taken to safeguard the material concerned.

- End -