



Date: 10 January 2019

# A Contract for the Provision of Independent Rights and Advocacy Services to Children and Young People

Between

The Secretary of State for Justice

And

Barnardo's





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**This Contract is dated:**

**PARTIES:**

- (1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ, acting as part of the Crown (the "**Authority**");

**AND**

- (2) Barnardo's with registered company number 00061625 whose registered office is Barnardo's House, Tanners Lane, Barkingside, Ilford, Essex, IG6 1QG (the "**Supplier**")

(each a "**Party**" and together the "**Parties**").

**WHEREAS**

- A. The Authority wishes to enter into a contract for the provision of Independent Advocacy Services for Children and Young People who reside at certain Secure Establishments.
- B. Accordingly, the Authority invited tenders from interested parties who were capable of providing the required Independent Advocacy Services for Children and Young People in 2018 and advertised this competition in the Official Journal of the European Union as number 2018-041270.
- C. Proposals were submitted on behalf of the Supplier in response to the Authority's invitation. The Authority wishes to enter into this Contract for the purpose of, or in connection with, the discharge of its functions.

**NOW IT IS HEREBY AGREED:**

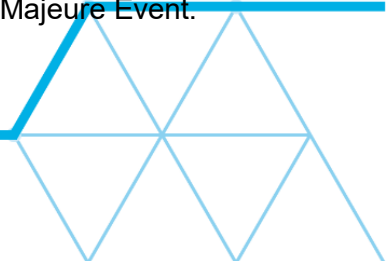
**A GENERAL**

**A1 Definitions and Interpretation**

Unless the context otherwise requires the following terms shall have the meanings given to them below:

"**Advocacy Worker**" means any member of the Supplier's staff who undertakes Independent Children's Rights and Advocacy Service tasks as specified in Schedule 1 at the Secure Establishments.

"**Affected Party**" means the Party seeking to claim relief in respect of a Force Majeure Event.





**"Affiliate"** means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

**"Approval"** and **"Approved"** means the prior written consent of the Authority.

**"Authorised Representative"** means the Authority representative named in a CCN as authorised to approve agreed Changes.

**"Authority Data"** means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

- (i) supplied to the Supplier by or on behalf of the Authority; or
- (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Contract, including Case Management Data;

For the avoidance of doubt, such data would include all performance data and contract information related to the delivery of Services (e.g. performance reports, staff lists, meeting information) but would exclude Young Persons Personal Data and Staff Personal Data.

**"Authority Premises"** means any premises owned, occupied or controlled by the Authority or any other Crown Body which are accessed for use by the Supplier or its Sub-Contractors in order to facilitate the provision of the Services.

**"Authority Software"** means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Supplier for the purposes of providing the Services.

**"Authority System"** means the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services.

**"Baseline Security Requirements"** means the security requirements set out in annex 1 of Schedule 6.

**"BPSS"** means the Government's Baseline Personnel Security Standard for Government employees.

**"Breach of Security"** means an occurrence of:

- (a) any unauthorised access to or use of the ICT Environment and/or any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract;
- (b) the loss (physical or otherwise) and/or unauthorised disclosure of any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract, including copies; and/or





- (c) any part of the Supplier System ceasing to be compliant with the Certification Requirements

**"CCN"** means a change control notice in the form set out in Schedule 3.

**"Case Management Data"** means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are created by the Supplier in the operation of the Services regarding individual children and young people, including (but not limited to) Live Case(s).

**"Certification Requirements"** means the requirements set out in paragraph 5.1 of Schedule 6.

**"CESG"** means of the Government's Communications Electronics Security Group.

**"Change"** means a change in the Specification, the Price or any of the terms or conditions of the Contract.

**"Change in Law"** means any change in Law which affects the performance of the Services which comes into force after the Commencement Date.

**"Children and Young People"** means all individuals (whether sentenced or unsentenced) who may receive the Service. Children will normally be between 10 and 18 years of age. One such individual shall be referred to as "Young Person".

**"Commencement Date"** means the date specified in clause A5.1.

**"Commercially Sensitive Information"** means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

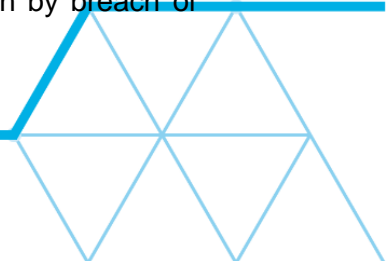
- (a) the Price; and/or
- (b) the Supplier's business and investment plans

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

**"Comparable Supply"** means the supply of services to another customer of the Supplier which are the same or similar to any of the Services.

**"Confidential Information"** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E4;





- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

**"Contract"** means these terms and conditions, the attached Schedules and any other documents the Parties expressly agree are included.

**"Contract Delivery Indicators"** means the performance measures detailed in Schedule 7 annex A

**"Contract Review Meetings"** means the quarterly meetings held between the Authority and Supplier regarding the Supplier's performance, as outlined at Schedule 1 section 1.5.04.

**"Contract Year"** means the period of 12 months from the contract start date as noted in clause A5.1

**"Contracting Authority"** means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

**"Contracts Finder"** means the Government's portal for public sector procurement opportunities.

**"Control"** means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **"Controls"** and **"Controlled"** are interpreted accordingly.

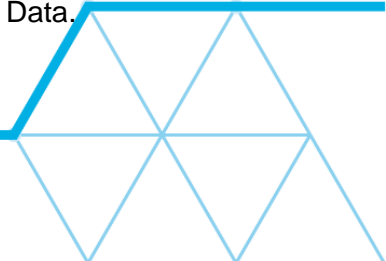
**"Controller"** means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR.

**"Copyright"** means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

**"Core Sessions"** means the weekly minimum service to be provided at each Secure Establishment as outlined at Schedule 1 section 1.1.11.

**"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.

**"Data Loss Event"** means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data.







**"Data Protection Impact Assessment"** means an assessment by the Controller of the effect of the envisaged processing on the protection of Personal Data.

**"Data Protection Legislation"** means:

- (a) the GDPR, the LED and applicable implementing Laws;
- (b) the DPA 2018 (subject to Royal Assent) to the extent that it relates to the processing of Personal Data and privacy;
- (c) all applicable Laws relating to the processing of Personal Data and privacy.
- (d) Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer means the meaning given in the GDPR.

**"Data Protection Officer"** means as it is defined in the GDPR.

**"Data Subject"** means as it is defined in the GDPR.

**"Data Subject Access Request"** means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**"Database Rights"** means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

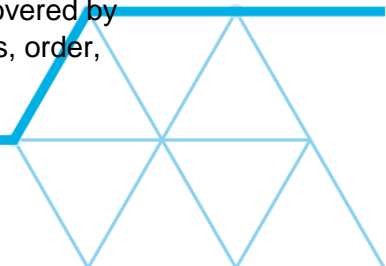
**"Default"** means any breach of the obligations or warranties of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

**"DOTAS"** means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

**"DPA 2018"** means the Data Protection Act 2018.

**"EIR"** means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.

**"Employee Liabilities"** means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order,





penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation.

**"Employment Regulations"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as Model Services Agreement v1.02 87 amended or replaced or any other Regulations implementing the Acquired Rights Directive

**"End Date"** means the date specified in clause A5.1.

**"Equipment"** means the Supplier's equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Services.

**"Establishment Service Cessation Notice"** takes the meaning given to it at clause C5.

**"Fair Deal Employees"** means those Transferring Authority Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal.

**"Financial Remedy"** takes the meaning given to it as at Schedule 2.

**"Fixed Payment"** takes the meaning given to it as at Schedule 2 section 2.3.

**"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/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.





**"Force Majeure Event"** means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of Government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier's supply chain.

**"Former Supplier"** means a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such subcontractor).

**"GDPR"** means the General Data Protection Regulation (Regulation (EU) 2016/679).

**"General Anti-Abuse Rule"** means:

- (e) the legislation in Part 5 of the Finance Act 2013; and
- (f) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

**"General Change in Law"** means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

**"Good Industry Practice"** means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**"Government"** means the government of the United Kingdom.

**"Government Buying Standards"** means the standards set out at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

**"Halifax Abuse Principle"** means the principle explained in the CJEU Case C-255/02 Halifax and others.

**"HMRC"** means HM Revenue & Customs.

**"ICT Environment"** means the Authority System and the Supplier System.

**"Improvement Actions"** takes the meaning given to it at Schedule 7 section 7.1(B).

**"Improvement Notice"** takes the meaning given to it at Schedule 7 section 6.1.

**"Improvement Plan"** takes the meaning given to it at Schedule 7 section 7.1.





**"Independent Children's Rights and Advocacy Services"** means the Services to be delivered under this Contract and specified in Schedule 1.

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

**"Information Assets"** means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Services.

**"Initial Term"** means the period from the Commencement Date to the End Date.

**"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.

**"ISMS"** means the Supplier's information and management system and processes to manage information security as set out in paragraph 2.3 of Schedule 6.

**"IT Health Check"** means penetration testing of systems under the Supplier's control on which Information Assets and/or Authority Data are held which are carried out by third parties in accordance with the CHECK scheme operated by CESG or to an equivalent standard.

**"ITEPA"** means the Income Tax (Earnings and Pensions) Act 2003.

**"Joint Controllers"** means where two or more Controllers jointly determine the purposes and means of processing

**"Know-How"** means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

**"Law"** means law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply.

**"Law Enforcement Purposes"** means as it is defined in DPA 2018.

**"LED"** means the Law Enforcement Directive (Directive (EU) 2016/680).

**"Live Case(s)"** means the casework relating to individual Children and Young People carried out by Advocacy Workers under the requirements of providing the Service, where either:





- a. the Child or Young Person has not yet exited the secure estate (transfer between Secure Establishments does not amount to exit) or,
- b. where the matter which has led to the Child or Young Person requiring the Service is not yet resolved or come to a close and/or there are requirements under the Specification still to be actioned.

**"Losses"** means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

**"Malicious Software"** means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

**"Management Fee Payment"** takes the meaning as given at Schedule 2 section 2.4

**"Material Breach"** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses D1, E1, E2, E3, E4, E10 or I4.

**"Mobilisation and Transition Payment"** takes the meaning given at Schedule 2 section 3.1

**"Mobilisation Payment"** takes the meaning given at Schedule 2 section 3.2(a)

**"Month"** means calendar month.

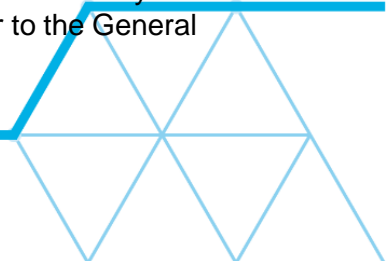
**"Monthly Contract Price"** takes the meaning given to it at Schedule 2 section 2.2

**"Monthly Payment"** takes the meaning given to it at Schedule 2 section 2.1

**"NICs"** means National Insurance Contributions.

**"Occasion of Tax Non-Compliance"** means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
  - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;





- ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

**"Operating Manual"** means the compilation of Supplier procedures in delivery of the Services, as outlined at clause B2A, section 3.1.07 of Schedule 1 and attached to Schedule 15.

**"Performance Quarter"** means three-month periods occurring from Commencement Date For the avoidance of doubt, grouped as January – March, April – June, July – September and October – December in each Contract Year.

**"Personal Data"** means as it is defined in the GDPR.

**"Personal Data Breach"** means as it is defined in the GDPR.

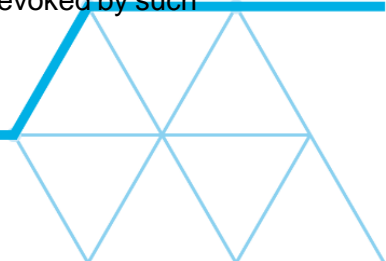
**"Premises"** means the location where the Services are to be supplied as set out in the Specification.

**"Price"** means the price (excluding any applicable VAT) payable to the Supplier by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Supplier of its obligations under the Contract.

**"Processor"** means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR.

**"Prohibited Act"** means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - i) induce that person to perform improperly a relevant function or activity; or
  - ii) reward that person for 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 the Contract;
- (c) an offence:
  - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;







- ii) under legislation or common law concerning fraudulent acts; or
- iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

**"Protective Measures"** means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted.

**"Protocols"** means the agreements made between the Supplier and senior staff at each Secure Establishment, as outlined at Schedule 1 section 1.1A

**"Purchase Order"** the Authority's order for the supply of the Services.

**"Outstanding Issues Notice"** takes the meaning as described at paragraph 8 of Schedule 7.

**"Quality Standards"** means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

**"Quarterly Contract Management Report"** means the report detailed at Schedule 1 section 6.2.2.

**"Receipt"** means the physical or electronic arrival of the invoice at the address specified in clause C2.18 or at any other address given by the Authority to the Supplier for the submission of invoices from time to time.

**"Reduced Performance"** means where the Contractor's performance of the contractual obligations has fallen below the expected standard, triggering a performance remedy as detailed in Schedule 7

**"Regulations"** means the Public Contract Regulations 2015 (SI 2015/102).

**"Regulatory Body"** means a Government department 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 the Contract or any other affairs of the Authority.

**"Regulator Correspondence"** means any correspondence from the Information Commissioner's Office, or any successor body, in relation to the processing of Personal Data under the Contract.





**"Relevant Conviction"** means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work 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.

**"Relevant Tax Authority"** means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

**"Relevant Transfer"** means a transfer of employment to which TUPE applies

**"Relevant Transfer Date"** means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place

**"Replacement Subcontractor"** means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor)

**"Replacement Supplier"** means any third-party supplier appointed by the Authority to supply any services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

**"Request for Information"** means a request for information under the FOIA or the EIR.

**"Results"** means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Supplier for use in relation to the performance of its obligations under the Contract; or
- b) the result of any work done by the Supplier or any Staff in relation to the provision of the Services.

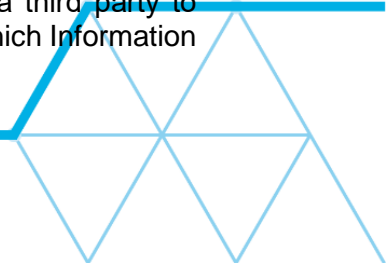
**"Returning Employees"** means those persons agreed by the Parties to be employed by the Supplier (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

**"Secure Establishment"** means the locations where the Services are due to be delivered, as detailed at Schedule 12.

**"Security Plan"** means the plan prepared by the Supplier which includes the matters set out in paragraph 3.2 of Schedule 6.

**"Security Policy Framework"** means the Government's Security Policy Framework (available from the Cabinet Office's Government Security Secretariat) as updated from time to time.

**"Security Test"** means a test carried out by the Supplier, the Authority or a third party to validate the ISMS and the security of all relevant processes and systems on which Information Assets and/or Authority Data are held.







**"Services"** means the services set out in Schedule 1 (including any modified or alternative services).

**"Service Transfer"** means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor.

**"Service Transfer Date"** means the date of a Service Transfer.

**"Services Commencement Date"** means the date specified in clause A5.2.

**"SME"** means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission's Recommendation of 6 May 2003 available at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

**"Specific Change in Law"** means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

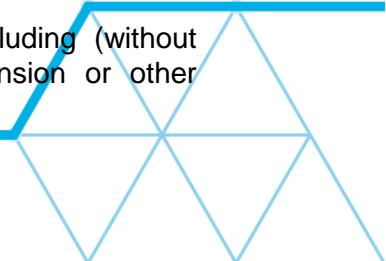
**"Specification"** means the description of the Services to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

**"SSCBA"** means the Social Security Contributions and Benefits Act 1992.

**"Staff"** means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any of its Sub-Contractors engaged in the performance of the Supplier's obligations under the Contract.

**"Staffing Information"** means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other





retirement benefit schemes, share option schemes and company car schedules applicable to them;

- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals  
(including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations

**"Staff Personal Data"** means all data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are created by the Supplier in the operation of the Services regarding their Staff.

**"Sub-Contract"** means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **"Sub-Contractor"** shall be construed accordingly.

**"Sub-processor"** means any third party appointed to process Personal Data on behalf of the Supplier related to the Contract.

**"Supplier Software"** means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Services.

**"Supplier System"** means the information and communications technology system used by the Supplier in performing the Services including the Software, the Equipment and related cabling (but excluding the Authority System).

**"Supplier's Final Supplier Personnel List"** means a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date

**"Supplier's Provisional Supplier Personnel List"** means a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier

**"Tender"** means the Supplier's tender submitted in response to the Authority's invitation to suppliers for offers to supply the Services.





**"Term"** means the period from the Commencement Date to the End Date; or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

**"TFEU"** means the Treaty on the Functioning of the European Union.

**"Third Party IP Claim"** has the meaning given to it in clause E8.5.

**"Third Party Software"** means software which is proprietary to any third party which is or will be used by the Supplier to provide the Services.

**"Transferring Authority Employees"** means those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date.

**"Transferring Former Supplier Employees"** means in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

**"Transition Payment"** takes the meaning given at Schedule 2 section 3.2 (b)

**"Treaties"** means the TFEU and the Treaty on European Union.

**"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**"TUPE Information"** means the information set out in clause B10.1.

**"Urgent Referral"** means referrals regarded as any safeguarding referral/disclosure/observation including immediate risk of harm to self /others, and any other matter whereby a young person's issue could not possibly be resolved if a 3 working-day response timescale be applied.

**"Valid Monthly Invoice"** means an invoice containing the information set out in clause C2.5.

**"VAT"** means value added tax charged or regulated in accordance with the Value-Added Tax Act 1994.

**"VCSE"** means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

**"Vulnerability Correction Plan"** means a remedial plan prepared by the Supplier to address vulnerabilities identified in an IT Health Check report.

**"Welsh Language Scheme"** means the Authority's Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

**"Working Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

*In the Contract, unless the context implies otherwise:*





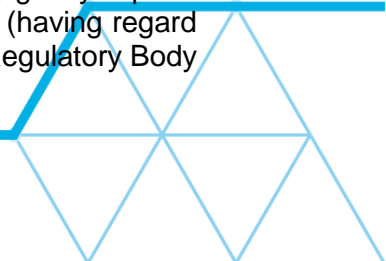
- (a) the singular includes the plural and vice versa unless the context requires otherwise;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words "other", "in particular", "for example", "including" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) the Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the Schedules;
- (h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time; and
- (i) references to the Contract are references to the Contract as amended from time to time.

**"Young Persons Personal Data"** means all data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are created by the Supplier in the operation of the Services regarding individual Children and Young People which can include (but is not limited to):

- (a) Personal Data of those individual Children and Young People; and
- (b) Live Cases.

## **A2 Authority Obligations**

- A2.1 Save as otherwise expressly provided, the Authority's obligations under the Contract are the Authority's obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation upon, or in any other way fetters or constrains, the Authority in any other capacity.
- A2.2 The Authority undertakes to the Supplier that it shall not wilfully or negligently impede the Supplier in the performance of its obligations under this Contract (having regard always to the interactive nature of the activities of the Authority, the Regulatory Body





and of the Supplier and any other operations or activities carried out by the Authority for the purposes contemplated by this Contract or any other of the Authority's statutory duties or functions).

- A2.3 Each Party agrees to co-operate at its own expense (but without being compelled to incur material expenditure) with the other Party in the fulfilment of the purposes and intent of this Contract. Neither Party shall be under any obligation to perform any of the other's obligations under this Contract.

### **A3 Supplier's Status**

- A3.1 The Supplier is an independent contractor and nothing in the Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Contract.
- A3.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.

### **A4 Mistakes in Information**

- A4.1 The Supplier is responsible for the accuracy of all documentation and information supplied to the Authority by the Supplier in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

A4.2 This Contract is formed of these terms and conditions, the attached Schedules and any other documents the Parties expressly agree are included. If they conflict, the following order of precedence shall apply:

- (1) the Terms and Conditions
- (2) the Schedules
- (3) any other agreed documents

### **A5 Term**

- A5.1 The Contract starts on 1 January 2019 (the "**Commencement Date**") and ends on 31 December 2023 (the "**End Date**") unless it is terminated early or extended in accordance with the Contract.
- A5.2 The Supplier shall commence provision of the Services in accordance with the requirements of the Contract from 1<sup>st</sup> January 2019 (the "Services Commencement Date") or such alternative date Approved by the Authority.

## **B. THE SERVICES**



**B1 Basis of the Contract**

- B1.1 In consideration of the Supplier's performance of its obligations under the Contract the Authority shall pay the Supplier the Price in accordance with clause C1.
- B1.2 The terms and conditions contained in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- B1.3 The Supplier shall ensure that it complies with and carries out the Services and its other obligations under the Contract in accordance with Schedule 1 and 7.

**B2 Delivery and Mobilisation of the Services**

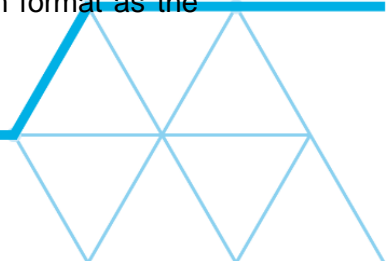
- B2.1 The Supplier shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Contract, the Supplier shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Supplier shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- B2.2 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Services and the performance of the Supplier's obligations under the Contract.
- B2.3 The Supplier shall ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Supplier shall ensure that those Staff are properly managed and supervised.
- B2.4 Not used.
- B2.5 Not used.
- B2.6 Not used.
- B2.7 Not used.
- B2.8 The Authority may inspect the manner in which the Supplier supplies the Services at the Premises on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection. In this clause B2, Services include planning or preliminary work in connection with the supply of the Services.
- B2.9 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.







- B2.10 Timely supply of the Services is of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date. If the Supplier fails to supply the Services within the time promised or specified in the Specification, the Authority is released from any obligation to pay for the Services and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.
- B2.11 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.
- B2.12 The Supplier will develop, implement and maintain a Mobilisation Plan, following award of this Contract in accordance with Schedule 13.
- B2.13 To the extent that on or from the planned Services Commencement Date the Supplier has failed to implement and comply with the Mobilisation Plan meaning that the Supplier is unable to provide the Services from the Services Commencement Date, the Authority may recover from the Supplier the costs it reasonably incurs in making alternative arrangements for the provision and delivery of the Services from the Services Commencement Date. The value of any such compensation payable by the Supplier shall be limited to the difference in cost between the amount that would have been paid by the Authority to the Supplier for the provision of the Services and the amount reasonably incurred by the Authority for the delivery of the Services by an alternative supplier during the period between the Services Commencement Date and the subsequent date by which the Supplier is ready and able to deliver the Services in accordance with the requirements of the Contract.
- B2.14 If at any time the Supplier becomes aware that there will be or is likely to be a delay such that the Services will not be available for delivery by the Services Commencement Date, the Supplier shall, as soon as reasonably practicable, give notice to the Authority to that effect. Such notice shall specify the reason for the delay or likely delay and an estimate of the likely effect of the delay on the provision of the Services including the achievement of the Services Commencement Date.
- B2.15 The Supplier shall throughout the Term maintain and update an operating manual setting out the procedures for providing the Services (the "Operating Manual", which is attached to this contract as Schedule 15). The Supplier shall ensure that any change to their policies and procedures within their Operating Manual will be implemented as a change to the Contract under Schedule 3.
- B2.16 The Supplier shall, at the request of the Authority, provide the Authority with access to the Operating Manual in order to demonstrate that the Supplier has complied with its obligation to maintain and update the Operating Manual under clause B2.15.
- B2.17 The Contractor shall, no less than three (3) months before the end of the Contract provide two copies of the Operating Manual to the Authority in such format as the Authority reasonably requires.





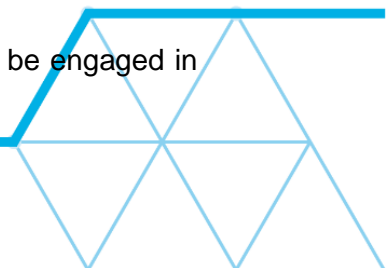
- B2.18 The Supplier shall indemnify and keep the Authority indemnified in full and on demand against all claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis) resulting from a failure by the Contractor to comply with the Protocols set out in Schedule 9 and Operating Manual set out in Schedule 15.

**B3 Equipment**

- B3.1 The Supplier shall provide all the Equipment and resource necessary for the supply of the Services.
- B3.2 Not Used.
- B3.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B3.4 Equipment brought onto the Premises remains the property of the Supplier.
- B3.5 If the Authority reimburses the cost of any Equipment to the Supplier the Equipment shall become the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier shall keep a full and accurate inventory of such Equipment and deliver that inventory to the Authority on request and on completion of the Services.
- B3.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition.
- B3.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:
- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
  - (b) replace such item with a suitable substitute item of Equipment.
- B3.8 Within 20 Working Days of the end of the Term, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Supplier or Staff.

**B4 Not Used****B5 Staff**

- B5.1 The Authority may, by notice to the Supplier withdraw permission to be engaged in







providing the Services in respect of:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

- B5.2 The Authority shall maintain the security of the Authority's Premises in accordance with its standard security requirements, including Secure Training Centre Rules 1998 and the Young Offender Institution Rules 2000 and with all rules, regulations and other requirements applying to persons visiting or working at the Secure Establishment which the Contractor may obtain from the Authority on request. The Supplier shall comply with all security requirements of the Authority while on the Authority's Premises, and ensure that all Staff comply with such requirements.
- B5.3 The Authority may search any persons or vehicles engaged or used by the Supplier at the Authority's Premises.
- B5.4 The Supplier shall not, and shall procure that all Staff shall not, take photographs on the Authority's Premises without Approval.
- B5.5 At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.
- B5.6 All Staff shall be subject to pre-employment checks that include, as a minimum, their employment history for at least the last 3 years, identity, unspent criminal convictions and right to work (including nationality and immigration status) and shall be vetted in accordance with the BPSS or BS7858 or equivalent
- B5.6A All staff due to work in any of the three Secure Training Centres will be required to undergo further approval to authorise them as an independent person as stipulated at Rule 44 of the STC Rules 1998. This process is outlined in the YCS Approvals documents found at Schedule 8 (Policies and Standards).
- B5.7 The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:
- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and
  - (b) provide documents, records or other material in whatever form which the Authority may reasonably request or which may be requested on the Authority's behalf, for the purposes of an investigation.





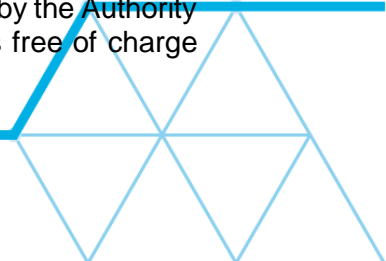
- B5.8 The Supplier shall comply with PSI 10/2012 (Conveyance and Possession of Prohibited Items and Other Related Offences) as amended from time to time and available from the Authority on request.
- B5.9 All Staff shall possess the training and competence appropriate to the tasks for which they are employed and as a minimum, comply with section 4.2.04 Schedule 1 (Specification).
- B5.10 The Supplier shall ensure that all Staff are under an obligation of confidence owed to the Supplier and the Authority not to disclose any information acquired during the course of their employment otherwise than in the proper discharge of their duties or as authorised by the Authority.
- B5.11 The Supplier shall provide at all times the number of Staff required to fulfil its obligations under the Contract. In particular, the Supplier shall be responsible for providing Staff to cover periods of holiday and sick leave without disruption or compromise to the Services.
- B5.12 Where Supplier Staff are required to have a security pass or keys for admission to any Secure Establishment, the Secure Establishment shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.
- B5.13 Any security passes or keys issued by a Secure Establishment, shall remain the property of the Authority at all times and can be withdrawn by the Authority at any time. Passes shall remain the property of the Secure Establishment and in the event that the passes are lost or stolen the Contractor must report the incident immediately. The Contractor must not use the passes for any other purpose than what its intended for.
- B5.14 The Supplier shall:  
(a) immediately return any keys or security passes, if at any time the Authority requires it or if the person to whom it was issued ceases to be involved in the performance of the Contract. (b) return all security passes and keys (if applicable) to the relevant Secure Establishment on the termination or expiry of the Contract.
- B5.15 The Supplier shall ensure that the rules, regulations and requirements applying to persons visiting or working at the Secure Establishment are brought to the attention of all Supplier Staff and shall take all necessary steps to ensure that they are complied with.

**B6 Due Diligence**

Save as the Authority may otherwise direct, the Supplier is deemed to have completed due diligence in relation to all matters connected with the performance of its obligations under the Contract.

**B7 Licence to Occupy**

- B7.1 Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract are on a non-exclusive licence basis free of charge





and are used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier has the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.

- B7.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with other persons working concurrently on such land or Premises as the Authority may reasonably request.
- B7.3 If the Supplier requires modifications to the Authority's Premises such modifications are subject to Approval and shall be carried out by the Authority at the Supplier's cost.
- B7.4 The Supplier shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.
- B7.5 The Contract does not create a tenancy of any nature in favour of the Supplier or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

**B8 Not Used**

**B9 Offers of Employment**

- B9.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE, any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the Services while such persons are employed or engaged and for a period of 6 Months thereafter.
- B9.2 If either Party breaches the clause B9.1, it shall pay the other Party a sum equivalent to [REDACTED] of the annual base salary payable by the Party in breach in respect of the first year of person's employment.
- B9.3 The Parties agree that the sum specified in clause B9.2 is a reasonable pre-estimate of the loss and damage which the Party not in breach would suffer if there was a breach of clause B9.1

**B10 Employment**

- B10.1 No later than 12 Months prior to the end of the Term, the Supplier shall fully and accurately disclose to the Authority all information the Authority may reasonably request in relation to the Staff including the following:

- (a) the total number of Staff whose employment/engagement terminates at the end of the Term, save for any operation of Law;





- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B10.1 (a);
  - (c) the terms and conditions of employment/engagement of the Staff referred to in clause B10.1 (a), their job titles and qualifications;
  - (d) their immigration status;
  - (e) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
  - (f) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.
- B10.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Supplier shall give the Authority updated TUPE Information.
- B10.3 Each time the Supplier supplies TUPE Information to the Authority it warrants its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Supplier.
- B10.4 The Authority may use TUPE Information it receives from the Supplier for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Term. The Supplier shall provide the Replacement Supplier with such assistance as it shall reasonably request.
- B10.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Supplier indemnifies and keeps indemnified the Authority, the Crown and any Replacement Supplier against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Supplier may suffer or incur as a result of or in connection with:
- (a) the provision of TUPE Information;
  - (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Supplier or any Sub-Contractor in respect of any Returning Employee on or before the end of the Term;
  - (c) any failure by the Supplier or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Supplier to comply with its duties under regulation 13 of TUPE;





- (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
- (e) any claim by any person who is transferred by the Supplier to the Authority and/or a Replacement Supplier whose name is not included in the list of Returning Employees.

B10.6 If the Supplier is aware that TUPE Information has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date and accurate TUPE Information.

B10.7 This clause B10 applies during the Term and indefinitely thereafter.

B10.8 The Supplier undertakes to the Authority that, during the 12 Months prior to the end of the Term the Supplier shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Supplier and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Supplier, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

## **B11 Employment Provisions**

B11.1 The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.





B11. 2 This clause B11 applies throughout the period of the Contract and indefinitely thereafter.

## **B12 Welsh Language Requirements**

The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Services.

## **C PAYMENT**

### **C1 Price**

In consideration of the Supplier's performance of its obligations under the Contract, the Authority shall pay the Price in accordance with clause C.

### **C2 Payment and VAT**

- C2.1 The Supplier shall submit invoices to the Authority in accordance with Schedule 2.
- C2.2 The Authority shall, in addition to the Price and following Receipt of a Valid Monthly Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.
- C2.3 The Supplier shall add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Supplier any additional VAT.
- C2.4 All Supplier invoices shall be expressed in sterling or any other currency which is Approved.
- C2.5 A Valid Monthly Invoice is an invoice which includes:
- (a) the Supplier's full name, address and title of the Contract;
  - (b) the Purchase Order number;
- and, if requested by the Authority:
- (c) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
  - (d) the name of the individuals to whom the timesheet relates and hourly rates for each;
  - (e) identification of which individuals are Supplier's staff and which are Sub-Contractors' staff;







- (f) the address of the Premises and the date on which work was undertaken;
- (g) the time spent working on the Premises by the individuals concerned;
- (h) details of the type of work undertaken by the individuals concerned;
- (i) details of plant or materials operated and on standby;
- (j) separate identification of time spent travelling and/or meal or rest breaks; and
- (k) if appropriate, details of journeys made and distances travelled.

C2.6 The Authority shall not pay the Supplier's overhead costs unless Approved and overhead costs include, without limitation: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.

C2.7 Not used.

C2.8 Not used.

C2.9 Not used.

C2.10 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and Approved.

C2.11 If the Authority pays the Supplier prior to the submission of a Valid Monthly Invoice this payment is on account of and deductible from the next payment to be made.

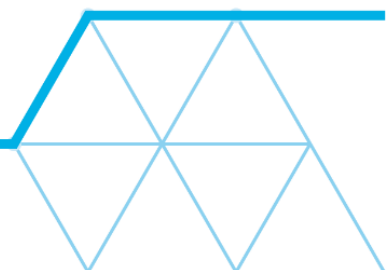
C2.12 If any overpayment has been made or the payment or any part is not supported by a Valid Monthly Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C2.

C2.13 The Authority shall pay all sums due to the Supplier within 30 days of Receipt of a Valid Monthly Invoice. Valid Monthly Invoices should be submitted for payment to the following address:

[insert email address] (the Authority's preferred option); or

Youth Justice Commissioning Team, Youth Justice & Offender Policy Directorate, 4<sup>th</sup> Floor, 102 Petty France, London, SW1H 9AJ.

C2.14 Any late payment of undisputed invoices by the Authority will be subject to interest at the rate of a maximum of [REDACTED] above the base rate from time to time of Barclays Bank.





- C2.15 The Supplier shall ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- C2.16 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause C2.16 shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.
- C2.17 The Supplier shall not suspend the Services unless the Supplier is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.
- C2.18 The Authority shall not pay an invoice which is not a Valid Monthly Invoice.

### **C3 Recovery of Sums Due**

- C3.1 If under the Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority under the Contract or under any other agreement with the Authority or the Crown.
- C3.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C3.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

### **C4 Price During Contract**

Subject to Schedule 2 and clause F4 (Change), the Price applies for the entire Initial Term or until such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

### **C5 Establishment Service Cessation Deduction**

- C5.1 The Authority may at any point after the Commencement Date issue the Supplier with a notice instructing it to cease the provision of the Services at one or more Secure Establishment. Such notice will hereafter be referred to as an "**Establishment Service Cessation Notice**" or "**ESCN**".







- C5.2 The Supplier will continue to provide the Services for the notice period stated in the ESCN (which shall be no less than three Months following the date of the ESCN). Thereafter the Supplier will no longer provide the Services to the relevant Secure Establishment for which the ESCN has been issued.
- C5.3 With effect from expiry of the notice period set out in the ESCN the Fixed Payment and the Management Fee Payment shall be reduced by deducting the relevant applicable amount in accordance with the Schedule 2 Appendix A Cost Model: Services Cessation Deduction Worksheet. For the avoidance of doubt, such reduction shall not constitute a Change and therefore Schedule 3 shall not apply.
- C5.4 Notwithstanding this, the reduction to the Fixed Payment and Management Fee Payment shall be recorded in writing and signed by the duly authorised representative of each party
- C5.5 Within two calendar weeks of the date of the ESCN the Supplier will submit to the Authority its proposals for the demobilisation of the Services at the relevant Secure Establishment for which the ESCN has been issued. Such proposals will, among other things, include an exit plan (which shall be prepared on the same basis as the Exit Plan provided pursuant to clause H9 (Exit Management)), record updates and the details and approach to case-load handover to ensure that cessation/handover of the Services are responsibly managed.
- C5.6 The Authority shall review the Supplier's demobilisation proposals and will work with the Supplier to agree a demobilisation plan (which shall be implemented by the Supplier) which sets out how the Services at the relevant Secure Establishment for which the ESCN has been issued is to be demobilised throughout the duration of the notice period.
- C5.7 The Supplier shall prepare and implement the demobilisation plan at no additional cost to the Authority.

## **D. STATUTORY OBLIGATIONS**

### **D1 Fraud and Bribery**

- D1.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
  - (b) been 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 contracts on the grounds of a Prohibited Act.
- D1.2 The Supplier shall not during the Term:
- (a) commit a Prohibited Act; and/or





- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

D1.3 The Supplier shall, during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause D1.3(a) and make such records available to the Authority on request.

D1.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, or has reason to believe that it has or any of the Staff have:

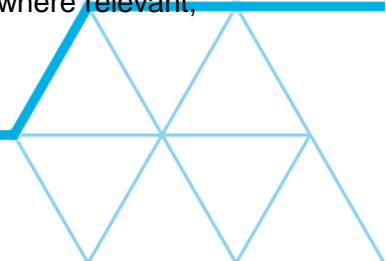
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

D1.5 If the Supplier notifies the Authority pursuant to clause D1.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.

D1.6 If the Supplier is in Default under clauses D1.1 and/or D1.2, the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

D1.7 Any notice served by the Authority under clause D1.6 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 has taken (including, where relevant, the date on which the Contract terminates).





## D2 Equality

### D2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
  - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
  - ii) the Authority's equality and diversity policy as given to the Supplier from time to time;
  - iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

## D3 Health and Safety

### D3.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's health and safety policy while at the Authority's Premises.

D3.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

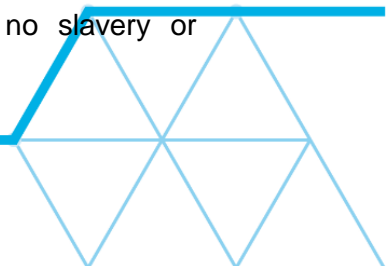
## D4 Modern Slavery Act

### D4.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

- (a) all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 ("**Slavery Act**"); and
- (b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

### D4.2 The Supplier shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;





- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
  - (c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
  - (d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority in connection with the Contract; and
  - (e) implement a system of training for its employees to ensure compliance with the Slavery Act.
- D4.3 The Supplier represents, warrants and undertakes on an ongoing basis during the Term that:
- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including, the Slavery Act and all analogous legislation in place in any part of the world;
  - (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate;
  - (c) neither the Supplier nor any of its Staff or any other persons associated with it:
    - i) has been convicted of any offence involving slavery and trafficking; or
    - ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence in connection with slavery and trafficking.
- D4.4 The Supplier shall notify the Authority as soon as it becomes aware of:
- (a) any breach, or potential breach, of the Anti-slavery Policy; or
  - (b) any actual or suspected slavery or trafficking in a supply chain which is connected with the Contract.
- D4.5 If the Supplier notifies the Authority pursuant to clause D4.4, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, Records and/or any other relevant documentation in accordance with the Contract.
- D4.6 If the Supplier is in Default under clauses D4.2 or D4.3 the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Staff or other persons associated with it whose acts or omissions have caused the Default; or





- (b) immediately terminate the Contract.

## **E PROTECTION OF INFORMATION**

### **E1 Data**

#### **E1.1 The Supplier shall:**

- (a) not store, copy, disclose, or use Authority Data or Young Persons Personal Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise Approved;
- (b) preserve the integrity of Authority Data and Young Persons Personal Data and prevent the corruption or loss of Authority Data and Young Persons Personal Data;
- (c) not delete or remove any proprietary notices contained within or relating to the Authority Data or Young Persons Personal Data;
- (d) to the extent that Authority Data or Young Persons Personal Data is held and/or processed by the Supplier, supply Authority Data or Young Persons Personal Data to the Authority as requested by the Authority in the format reasonably requested;
- (e) perform secure back-ups of all Authority Data and Young Persons Personal Data and ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Authority immediately upon request;
- (f) ensure that any system on which the Supplier holds any Authority Data or Young Persons Personal Data, including back-up data, is a secure system that complies with the Security Policy Framework;
- (g) identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data or Young Persons Personal Data;
- (h) on request, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of Personal Data, and its procedures for reducing risk;
- (i) notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data or Young Persons Personal data has or may become corrupted, lost or sufficiently degraded in any way for any reason; and
- (j) comply with Schedule 6.

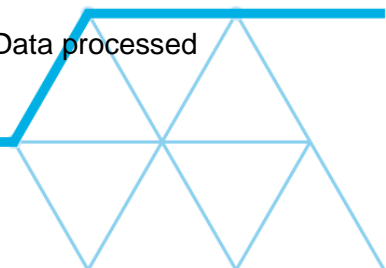




- E1.3 If Authority Data or Young Persons Personal Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:
- (a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data or Young Persons Personal Data and the Supplier shall do so promptly; and/or
  - (b) itself restore or procure the restoration of Authority Data or Young Persons Personal Data, and be repaid by the Supplier any reasonable costs incurred in doing so.

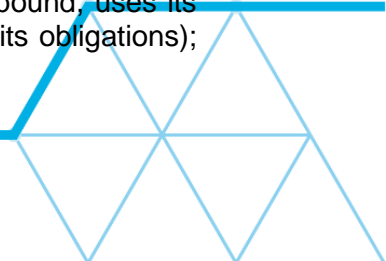
## **E2 Data Protection and Privacy**

- E2.1 The Parties acknowledge that for the purposes of Data Protection Legislation:
- (a) but both Parties are Joint Controllers of Young Persons Personal Data (Schedule 11 Part A);
  - (b) the Authority is the Data Controller and the Supplier is the Data Processor of the Authority Data (subject to clause E2.1(c) below (Schedule 11 Part B); and,
  - (c) the Supplier is the Data Controller and the Authority is Data Processor of Staff Personal Data (Schedule 11 Part C).
- E2.2 The Supplier shall:
- (a) notify the Authority immediately if it considers any Authority instructions infringe the Data Protection Legislation;
  - (b) at its own cost, provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to the Commencement Date. Such assistance may, at the Authority's discretion, include:
    - i) a systematic description of the envisaged processing operations and the purpose of the processing;
    - ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
    - iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
    - iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
  - (c) in relation to any Young Persons Personal Data and Authority Data processed in connection with its obligations under the Contract:





- i) process that data only in accordance with the Specification and Schedule 11 (Data) unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the data unless prohibited by Law;
  - ii) ensure that it has in place Protective Measures which have been Approved as appropriate to protect against a Data Loss Event having taken account of the nature of the data to be protected, harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures
- (d) ensure that:
- i) the Staff do not process Young Persons Personal Data or Authority Data except in accordance with the Contract (and in particular the Specification);
  - ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to Young Persons Personal Data, or Authority Data and ensure that they:
    - A) are aware of and comply with the Supplier's duties under this clause E2;
    - B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
    - C) are informed of the confidential nature of the Young Persons Personal Data and do not publish, disclose or divulge any of the Young Persons Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by the Contract;
    - D) have undergone adequate training in the use, care, protection and handling of the Personal Data
- (e) not transfer Young Persons Personal Data or Authority Data outside the UK unless Approved and:
- i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or s.75 of the DPA 2018) as determined by the Authority;
  - ii) the Data Subject has enforceable rights and effective legal remedies;
  - iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and







- iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data
  - (f) at the written direction of the Authority, delete or return Young Persons Personal Data or Authority Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data;
  - (g) subject to clause 2.3, notify the Authority immediately if it:
    - i) receives a Data Subject Access Request (or purported Data Subject Access Request);
    - ii) receives a request to rectify, block or erase any Young Persons Personal Data or Authority Data;
    - iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
    - iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Young Persons Personal Data processed under the Contract;
    - v) receives a request from any third party for disclosure of Young Persons Personal Data where compliance with such request is required or purported to be required by Law; or
    - vi) becomes aware of a Data Loss Event.
- E2.3 The Supplier's obligation to notify under clause E2.2 (g) includes the provision of further information to the Authority in phases as details become available.
- E2.4 Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause E2.2 (g) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- (a) the Authority with full details and copies of the complaint, communication or request;
  - (b) where the Authority is responsible for producing a response to any complaint, communication or request made under clause E2.2 (g), such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;







- (c) the Authority, at its request, with any Young Persons Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Authority following any Data Loss Event; and
  - (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office or any consultation by the Authority with the Information Commissioner's Office.
- E2.5 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause E2.
- E2.6 The Supplier shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- E2.7 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.
- E2.8 Not used.
- E2.9 The Supplier remains fully liable for the acts and omissions of any Sub-processor.
- E2.10 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause E2 by replacing it with any applicable standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- E2.11 The Parties shall take account of any guidance published by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance published by the Information Commissioner's Office.
- E2.12 In relation to Young Persons Personal Data processed for Law Enforcement Purposes, the Supplier shall:
- (a) maintain logs for its processing operations in respect of:
    - i) collection;
    - ii) alteration;
    - iii) consultation;
    - iv) disclosure (including transfers);
    - v) combination; and
    - vi) erasure.

(together the "**Logs**").





- (b) ensure that:
  - i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
  - ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
  - iii) the Logs are made available to the Information Commissioner's Office on request
- (c) use the Logs only to:
  - i) verify the lawfulness of processing;
  - ii) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
  - iii) ensure the integrity of Young Persons Personal Data; and
  - iv) assist with criminal proceedings
- (d) as far as possible, distinguish between Young Persons Personal Data based on fact and Young Persons Personal Data based on personal assessments; and
- (e) where relevant and as far as possible, maintain a clear distinction between Young Persons Personal Data relating to different categories of Data Subject, for example:
  - i) persons suspected of having committed or being about to commit a criminal offence;
  - ii) persons convicted of a criminal offence;
  - iii) persons who are or maybe victims of a criminal offence; and
  - iv) witnesses or other persons with information about offences.

E2.13 This clause E2 applies during the Term and indefinitely after its expiry.

### **E3 Official Secrets Acts and Finance Act**

E3.1 The Supplier shall comply with:

- (a) the Official Secrets Acts 1911 to 1989; and





(b) section 182 of the Finance Act 1989.

#### **E4 Confidential Information**

- E4.1 Except to the extent set out in this clause E4 or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- E4.2 The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.
- E4.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause E4.3.
- E4.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.
- E4.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in providing the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- E4.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.
- E4.7 Clause E4.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
  - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - (c) such information was obtained from a third party without obligation of confidentiality;





- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
- (e) it is independently developed without access to the other Party's Confidential Information.

E4.8 Nothing in clause E4.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:

- (a) for the purpose of the examination and certification of the Authority's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (c) to Parliament and Parliamentary committees;
- (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all Government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other Government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Government department or any Contracting Authority; or
- (e) to any consultant, contractor or other person engaged by the Authority

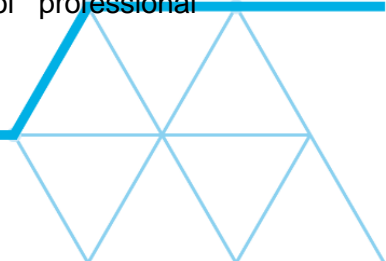
provided that in disclosing information under clauses E4.8 (d) and (e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

E4.9 Nothing in clauses E4.1 to E4.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

E4.10 The Authority shall use reasonable endeavours to ensure that any Government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause E4.6 is made aware of the Authority's obligations of confidentiality.

E4.11 If the Supplier does not comply with clauses E4.1 to E4.8 the Authority may terminate the Contract immediately on notice.

E4.12 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.





E4.13 The Supplier shall:

- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches;
- (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
- (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
- (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause E4.12.

**E5 Freedom of Information**

E5.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.

E5.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:

- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 3 Working Days (or such other period as the Authority may specify) of the Authority's request;
- (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
- (c) not respond to directly to a Request for Information unless authorised to do so in writing by the Authority.

E5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

E5.4 Where any Requests for Information are received by the Authority the Supplier shall provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR.

**E6 Publicity, Media and Official Enquiries**

E6.1 The Supplier shall not:

- (a) make any press announcements or publicise the Contract or its contents in any way;





- (b) use the Authority's name, brand or logo in any publicity, promotion, marketing or announcement of order; or
- (c) use the name, brand or logo of any of the Authority's agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders

without Approval.

E6.2 Each Party acknowledges that nothing in the Contract either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including the Services and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.

E6.3 The Supplier shall use reasonable endeavours to ensure that its Staff and professional advisors comply with clause E6.1.

## **E7 Security**

E7.1 The Authority may give the Supplier upon request copies of its written security procedures.

E7.2 The Supplier shall, as an enduring obligation during the Term, use the latest versions of anti-virus programs available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

E7.3 Notwithstanding clause E7.2, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any losses and to restore the provision of Services to their desired operating efficiency.

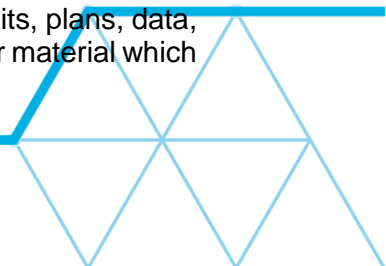
E7.4 Any cost arising out of the actions of the Parties taken in compliance with clause E7.3 shall be borne by the Parties as follows:

- (a) by the Supplier where the Malicious Software originates from the Supplier Software, the Third-Party Software or the Authority Data (whilst the Authority Data was under the control of the Supplier); and
- (b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

## **E8 Intellectual Property Rights**

E8.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which





is furnished to or made available to the Supplier by or on behalf of the Authority (together with the Results, the "**IP Materials**") shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Supplier shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Supplier of its obligations under the Contract.

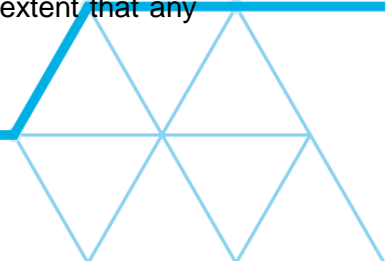
E8.2 The Supplier hereby assigns:

- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier; and
- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials

and shall execute all documents and do all acts as are necessary to execute these assignments.

E8.3 The Supplier shall:

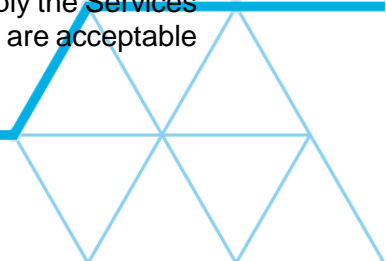
- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third-party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E8.3, except to the extent that any such claim results directly from:







- i) items or materials based upon designs supplied by the Authority; or
  - ii) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Contract.
- E8.4 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.
- E8.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Contract ("**Third Party IP Claim**"), provided that the Supplier shall at all times:
  - (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
  - (b) take due and proper account of the interests of the Authority; and
  - (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).
- E8.6 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause E8.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E8.3 (d) i) and ii).
- E8.7 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.
- E8.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E8.3 (b) and G2.1 (g)) use its best endeavours to:
  - (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
  - (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority





and if the Supplier is unable to comply with clauses E8.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Contract immediately by notice to the Supplier.

E8.9 Not used.

## **E9 Audit**

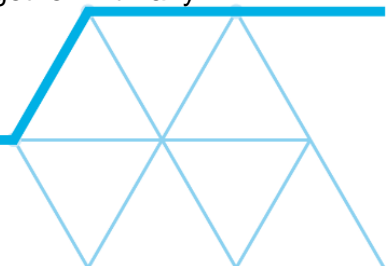
E9.1 The Supplier shall:

- (a) keep and maintain until 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority;
- (b) on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract;
- (c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services;
- (d) allow authorised representatives of the Authority and/or the National Audit Office to examine the Supplier's records and documents relating to the Contract and provide such copies and oral or written explanations as may reasonably be required; and
- (e) allow the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

## **E10 Tax Compliance**

E10.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give the Authority:
  - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and





- ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

E10.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Staff.

## F. CONTROL OF THE CONTRACT

### F1 Contract Performance

F1.1 The Supplier shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

F1.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter, the Authority may carry out a review of the performance of the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):

- a) the Supplier's delivery of the Services;
- b) the Supplier's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services;
- c) a review of future requirements in relation to the Services; and
- d) progress against key milestones.

F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.

F1.4 The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Supplier's obligations under the Contract.





- F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.
- F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.
- F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.
- F1.8 The Supplier shall provide the Services in accordance with, and at all times ensure that the Services comply with and meet all the requirements of:
- (a) this Contract;
  - (b) Schedules 1 and 16
  - (c) Good Industry Practice; and
  - (d) all applicable Legislation.
- F1.9 The Supplier shall, at all times, ensure that the Services are performed by appropriately trained Staff.

**F2 Remedies**

- F2.1 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier will be able to supply the Services in accordance with the Specification;
  - (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
  - (c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case; and/or
  - (d) terminate the Contract in accordance with clause H2.
- F2.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the





Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services.

- F2.3 If the Authority reasonably believes the Supplier has failed to supply all or any part of the Services in accordance with the Contract, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.
- F2.4 If the Supplier has been notified of a failure in accordance with clause F2.3 the Authority may:
- (a) direct the Supplier to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
  - (b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.
- F2.5 If the Supplier has been notified of a failure in accordance with clause F2.3, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
  - (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F2.5 and the progress of those measures until resolved to the satisfaction of the Authority.
- F2.6 If, having been notified of any failure, the Supplier does not remedy it in accordance with clause F2.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Supplier.

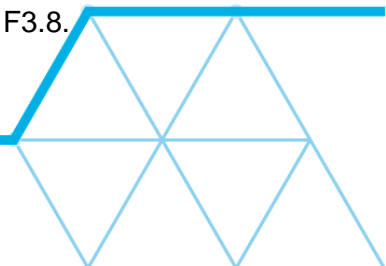
### **F3 Transfer and Sub-Contracting**

- F3.1 Except where both clauses F3.6 and F3.7 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract does not relieve the Supplier of any of its obligations or duties under the Contract.
- F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.





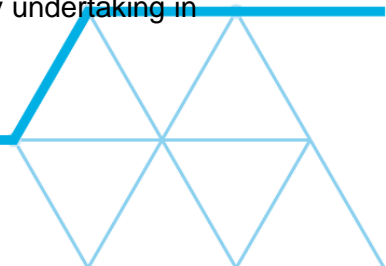
- F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause E9 (Audit). If any Sub-Contractor does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.
- F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:
- (a) the Sub-Contract contains:
    - i) a right for the Supplier to terminate the Sub-Contract if the Sub-Contractor does not comply with its legal obligations in connection with Data Protection Legislation, environmental, social or labour law; and
    - ii) obligations no less onerous on the Sub-Contractor than those on the Supplier under the Contract in respect of data protection in clauses E1 and E2
  - (b) the Sub-Contractor includes a provision having the same effect as set out in clause F3.4 (a) in any Sub-Contract which it awards; and
  - (c) copies of each Sub-Contract are sent to the Authority immediately after their execution.
- F3.5 If the Authority believes there are:
- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
  - (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.
- F3.6 Notwithstanding clause F3.1, the Supplier may assign to a third party (the “Assignee”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C2 (Payment and VAT)). Any assignment under this clause F3.6 is subject to:
- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
  - (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
  - (c) the Authority receiving notification under both clauses F3.7 and F3.8.







- F3.7 If the Supplier assigns the right to receive the Price under clause F3.6, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F3.8 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority can make payment.
- F3.9 Clause C2 continues to apply in all other respects after the assignment and shall not be amended without Approval.
- F3.10 Subject to clause F3.11, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority;
  - (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
  - (c) any private sector body which substantially performs the functions of the Authority
- provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.
- F3.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F3.12, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.
- F3.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F3.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):
- (a) the rights of termination of the Authority in clauses H1 and H2 are available to the Supplier in respect of the Transferee; and
  - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.
- F3.13 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.



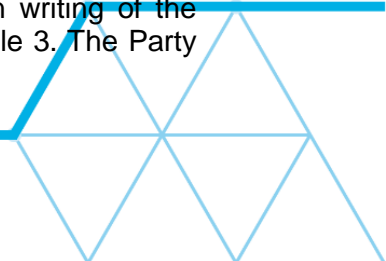




- F3.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Contract.
- F3.15 Unless Approved otherwise, if the total value of the Contract over the Term is, or is likely to be, in excess of £[REDACTED], the Supplier shall, in respect of Sub-Contract opportunities arising during the Term from or in connection with the provision of the Services:
- (a) advertise on Contracts Finder those that have a value in excess of [REDACTED];
  - (b) within 90 days of awarding a Sub-Contract, update the notice on Contracts Finder with details of the Sub-Contractor;
  - (c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder and awarded during the Term;
  - (d) provide reports on the information in clause F3.15 (c) to the Authority in the format and frequency reasonably specified by the Authority;
  - (e) promote Contracts Finder to its suppliers and encourage them to register on Contracts Finder; and
  - (f) ensure that each advertisement placed pursuant to F3.15 (a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.
- F3.16 The Supplier shall, at its own cost, supply to the Authority on each anniversary of the Commencement Date, for the previous 12 Months:
- (a) the total revenue received from the Authority pursuant to the Contract;
  - (b) the total value of all its Sub-Contracts;
  - (c) the total value of its Sub-Contracts with SMEs; and
  - (d) the total value of its Sub-Contracts with VCSEs.
- F3.17 The Authority may from time to time change the format and the content of the information required pursuant to clause F3.16.

#### **F4 Change**

- F4.1 After the Commencement Date, either Party may request a Change subject to the terms of this clause F4.
- F4.2 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 3. 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.

- F4.3 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 Contract immediately except where the Supplier has already delivered all or part of the Services or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).
- F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.
- F4.5 The Supplier is deemed to warrant and represent that the CNN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.
- F4.6 Clauses F4.4 and F4.5 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.

## **F5 Annual Service Delivery Plan**

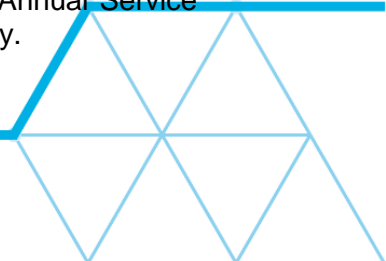
- F5.1 On or before the date which is one (1) month before the planned Services Commencement Date and three (3) months before the start of each subsequent Contract Year, the Supplier shall provide to the Authority's Representative a plan (the "Annual Service Delivery Plan") to show how it will provide the Services in the next Contract Year.
- F5.2 The Contractor shall ensure that each Annual Service Delivery Plan shall contain:
- (a) the Operating Manual;
  - (b) the Supplier's proposed review dates for the Operating Manual;
  - (c) communication plans;
  - (d) utilisation rates of the Supplier's Staff used by the Supplier to provide the Services;
  - and
  - (e) such other information as the Authority may reasonably request from time to time.
- F5.3 Within twenty (20) Working Days after receipt of the Annual Service Delivery Plan in respect of the first Contract Year, the Authority's Representative shall either:
- (a) issue a certificate (the "ASDP Approval Certificate") confirming approval is given on the basis that the Authority is not aware of anything contained in the Annual



Service Delivery Plan or Operating Manual that is in conflict with the requirements of the contract. In approving the Annual Service Delivery Plan the Authority is not confirming that the contents of the Annual Service Delivery Plan or Operating Manual represent the most effective or efficient method of delivering contractual compliance or

(b) issue a notice (an "ASDP Notice of Non-Compliance") stating that the ASDP Approval Certificate has not been issued, specifying the grounds on which the ASDP Notice of Non-Compliance is based (provided that such grounds shall be one or more of the grounds set out in clause F5.4 and specifying any matters that must be attended to before the ASDP Approval Certificate can be issued.

- F5.4 The Authority may object to the Annual Service Delivery Plan on the following grounds (the "ASDP Grounds of Objection"):
- (a) the Annual Service Delivery Plan is not in accordance with Good Industry Practice; or
  - (b) the performance of the Services in accordance with the Annual Service Delivery Plan would:
    - (i) be less likely to achieve compliance with relevant parts of Schedule 1 and Schedule 9;
    - (ii) have an adverse effect on the safety and/or security of any Children and Young People or Supplier's Staff; or
    - (iii) cause the Authority to incur material additional expense; or
  - (c) the Annual Service Delivery Plan would, if implemented, result in an inferior standard of performance of the relevant Services to the standard of performance required by the provisions of this Contract.
- F5.5 Following receipt of an ASDP Notice of Non-Compliance, the Supplier shall attend to such outstanding matters referred to in the ASDP Notice of Non-Compliance and shall deliver the revised Annual Service Delivery Plan to the Authority within ten (10) Working Days after receipt of the ASDP Notice of Non-Compliance so that the procedure in clause F5.3 is repeated as often as necessary to ensure that all outstanding matters in relation to the Annual Service Delivery Plan are attended to and the ASDP Approval Certificate can be issued in accordance with clause F5.3 (a).
- F5.6 Within twenty (20) Working Days after receipt of the Annual Service Delivery Plan in respect to subsequent Contract Years, the Authority may object to the Annual Service Delivery Plan, specifying the grounds of objection (provided that such grounds shall be one or more of the grounds listed at F5.4) and specifying any outstanding matters that must be attended to
- F5.7 Where the Authority objects to the Annual Service Delivery Plan pursuant to clause F5.6 the Supplier shall attend to such outstanding matters and shall deliver a revised Annual Service Delivery Plan to the Authority within ten (10) Working Days so that the procedure in clause F5.5 is repeated as often as necessary to ensure that all outstanding matters in relation to the Annual Service Delivery Plan are attended to.
- F5.8 In each Contract Year following the Services Commencement Date, for as long as there remain any outstanding matters pursuant to clause F5.6, the Annual Service Delivery Plan from the preceding Contract Year shall continue to apply.





## **G LIABILITIES**

### **G1 Liability, Indemnity and Insurance**

G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of clauses D1, E1, E2 or E4;
- (e) any breach of Schedule 6; or
- (f) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly by any act or omission of the Supplier. The Authority has a duty to mitigate its losses.

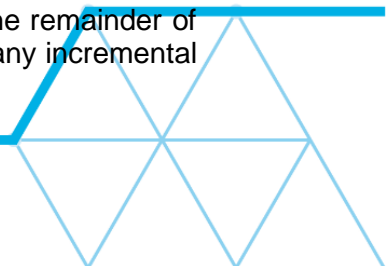
G1.3 Subject to clause G1.1 the Supplier's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract.

G1.4 Subject to clause G1.1 the Authority's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract.

G1.5 The Supplier is not responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

G1.6 The Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental





costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;

- (d) any compensation or interest paid to a third party by the Authority; and
- (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

G1.7 Subject to clauses G1.1 and G1.6, neither Party is liable to the other for any:

- (a) loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect); or
- (b) indirect, special or consequential loss.

G1.8 Unless otherwise specified by the Authority, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract including:

- (a) appropriate, professional indemnity insurance in the sum of not less than £[REDACTED] for any advice given by the Supplier to the Authority;
- (b) cover for death or personal injury, loss of or damage to property or any other loss; and
- (c) employer's liability insurance in respect of Staff.

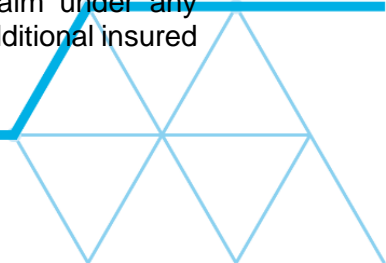
Such insurance policies shall be maintained for the duration of the Term and for a minimum of 6 years following the end of the Term.

G1.9 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.10 If the Supplier does not have and maintain the insurances required by the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

G1.12 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

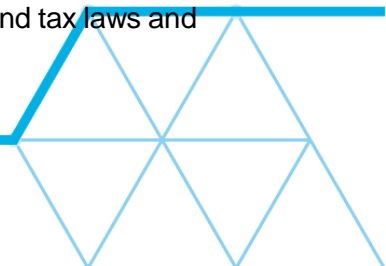




## **G2 Warranties and Representations**

G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
- (b) in entering the Contract, it has not committed any fraud;
- (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (or, 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;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Contract:
  - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
  - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and







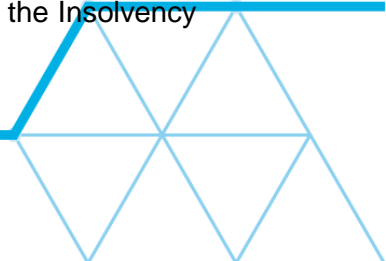
- iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G2.2 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Contract except those expressly set out in the Contract and the Supplier hereby waives and releases the Authority in respect thereof absolutely.

## **H DEFAULT, DISRUPTION AND TERMINATION**

### **H1 Insolvency and Change of Control**

- H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:
- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
  - (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
  - (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
  - (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
  - (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
  - (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;







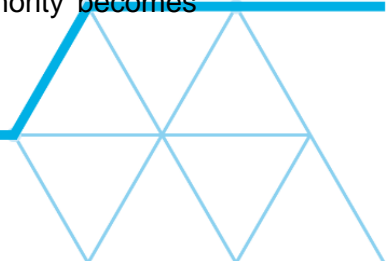
- (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1 (a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer 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;
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("**Change of Control**"). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier within 6 Months of:

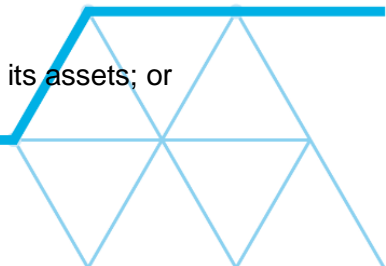
- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control





but is not permitted to terminate where Approval was granted prior to the Change of Control.

- H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a partnership and:
- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
  - (b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
  - (c) a receiver, or similar officer is appointed over the whole or any part of its assets; or
  - (d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
  - (e) any of the following occurs in relation to any of its partners:
    - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
    - (ii) a petition is presented for his bankruptcy; or
    - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
  - (f) any event similar to those listed in clauses H1.4 (a) to (e) occurs under the law of any other jurisdiction.
- H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a limited liability partnership and:
- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
  - (b) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
  - (c) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
  - (d) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
  - (e) a receiver, or similar officer is appointed over the whole or any part of its assets; or





- (f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - (g) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
  - (h) any event similar to those listed in clauses H1.5 (a) to (g) occurs under the law of any other jurisdiction.
- H1.6 References to the Insolvency Act 1986 in clause H1.5 (a) are references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

## **H2 Default**

- H2.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:
- (a) the Supplier has not remedied the Default 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 notice specifying the Default and requesting it to be remedied;
  - (b) the Default is not, in the opinion of the Authority, capable of remedy; or
  - (c) the Default is a Material Breach.
- H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.
- H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 or to a Force Majeure Event.

## **H3 Termination on Notice**

The Authority may terminate the Contract at any time by giving 90 days' notice to the Supplier.

## **H4 Other Grounds**

- H4.1 The Authority may terminate the Contract if:

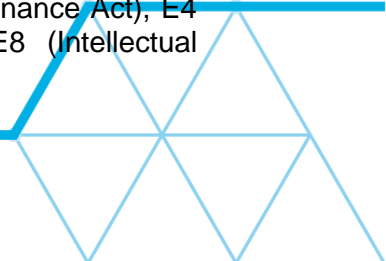




- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Supplier was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract;
- (c) the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or
- (d) the Supplier has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.
- (e) the right to terminate has been triggered under the performance mechanisms detailed at Schedule 7 section 5.1.

## **H5 Consequences of Expiry or Termination**

- H5.1 If the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Services the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.
- H5.2 If the Contract is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.
- H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.
- H5.4 Save as otherwise expressly provided in the Contract:
  - (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
  - (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Fraud and Bribery), E2 (Data Protection and Privacy), E3 (Official Secrets Acts and Finance Act), E4 (Confidential Information), E5 (Freedom of Information), E8 (Intellectual





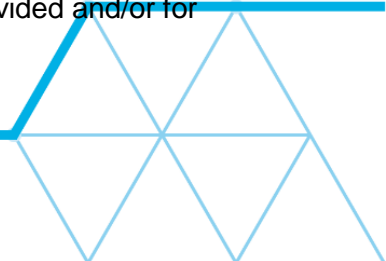
Property Rights), E9 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), and I12 (Governing Law and Jurisdiction).

## **H6 Disruption**

- H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H6.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Contract.
- H6.4 If the Supplier's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Contract may be terminated with immediate effect by the Authority.
- H6.5 If the Supplier is unable to deliver the Services owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

## **H7 Recovery**

- H7.1 On termination of the Contract for any reason, the Supplier shall at its cost:
- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
  - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
  - (c) immediately vacate any Authority Premises occupied by the Supplier;
  - (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress; and
  - (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for



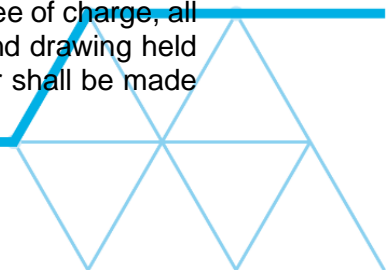


the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.

- H7.2 If the Supplier does not comply with clauses H7.1 (a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

## **H8 Retendering and Handover**

- H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.
- H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.
- H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.
- H8.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H8.1.
- H8.5 The Supplier shall allow access to the Premises in the presence of an authorised representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.
- H8.6 If access is required to the Supplier's Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.7 The Supplier shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation includes allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements. This information should be supplied in a file format accessible on Microsoft Word, Microsoft Excel or Adobe Acrobat Reader.
- H8.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all requested computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made







in a fully indexed and catalogued disk format and produced in a file format accessible on Microsoft Word, Microsoft Excel or Adobe Acrobat Reader.

## **H9 Exit Management**

- H9.1 On expiry or termination of the Contract the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H9.2 to H9.5.
- H9.2 If the Authority requires a continuation of all or any of the Services on expiry or termination of the Contract, either by performing them itself or by engaging a third party to perform them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- H9.3 The following commercial approach shall apply to the transfer of the Services if the Supplier:
- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
  - (b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier's rates either set out in Schedule 2 or forming the basis for the Price.
- H9.4 If requested to do so by the Authority, the Supplier shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.
- H9.5 Not used.
- H9.6 The Contractor shall provide a draft Exit Plan for Approval in accordance with Schedule 15 (Exit Plan).
- H9.7 During the eighteen (18) months immediately preceding the End Date or during the period following any Termination, and in either case for a reasonable period subsequently, the Supplier shall co-operate fully with the transfer of responsibility for the Services (or any part of the Services) to the Authority or any Replacement Supplier. This shall include (but not be limited to):
- (a) liaising with the Authority and/or any Replacement Supplier, and providing reasonable assistance and advice concerning the Services and their transfer to the Authority or to such Replacement Supplier;
  - (b) allowing any Replacement Supplier the opportunity to attend the Premises to understand the Services process (at reasonable times and on reasonable notice) but not so as to interfere with or impede the provision of the Services;







and

- (c) providing to the Authority and/or to any Replacement Supplier all and any information concerning the Services which is reasonably required for the efficient transfer of responsibility for their performance, save for any information which is Commercially Sensitive.

H9.8 The Supplier shall use all reasonable endeavours so as to facilitate the smooth transfer of responsibility for the Services to any Replacement Supplier or to the Authority, as the case may be, and the Supplier shall take no action at any time during the term of this Contract or afterwards which may prejudice, frustrate or make more difficult such transfer.

H9.9 At the point of termination or Expiry, which ever falls first, all Authority Data and Young Persons Personal Data will be handed back to the Authority or to a third party if nominated by the Authority. This Data should be supplied in a file format accessible on Microsoft Word, Microsoft Excel or Adobe Acrobat Reader.

## **H10 Knowledge Retention**

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

## **I GENERAL**

### **I1 Dispute Resolution**

I1.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.

I1.2 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.

I1.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.

I1.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.





- 11.5 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 clause 11.6.
- 11.6 Subject to clause 11.2, the Parties shall not institute court proceedings until the procedures set out in clauses 11.1 and 11.3 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 clause 11.7;
  - (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 clause 11.7; and





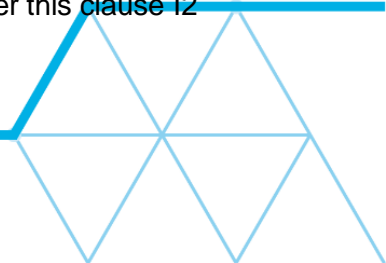
- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I1.7, to which the Authority may consent as it sees fit.

I1.7 If any arbitration proceedings are commenced pursuant to clause I1.6:

- (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 I1.7 (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 clause I1.7 (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.

## I2 Force Majeure

- I2.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier is regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- I2.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- I2.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause I2 to the extent that consequences of the relevant Force Majeure Event:

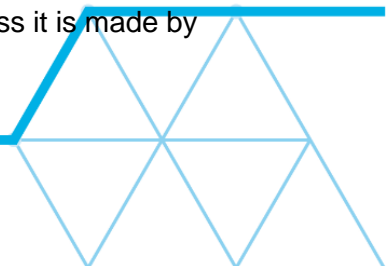




- (a) are capable of being mitigated by any of the Services, but the Supplier has failed to do so; and/or
  - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.
- 12.4 Subject to clause 12.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 12.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 12.6 If, as a result of a Force Majeure Event:
  - (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
    - i) the other Party is not entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
    - ii) neither Party is liable for any Default arising as a result of such failure;
  - (b) the Supplier fails to perform its obligations in accordance with the Contract it is entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the Contract during the occurrence of the Force Majeure Event.
- 12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- 12.8 Relief from liability for the Affected Party under this clause 12 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause 12.7.

### **I3 Notices and Communications**

- 13.1 Subject to clause 13.3, where the Contract states that a notice or communication between the Parties must be "written" or "in writing" it is not valid unless it is made by





letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.

13.2 If it is not returned as undelivered a notice served in:

- (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and
- (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

13.3 Notices pursuant to clauses 11, 12 or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

13.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

(a) For the Authority:

Contact Name: Victoria Ladizhinskaya

Address: 102 Petty France, London, SW1H 9AJ; and

Email: Victoria.ladizhinskaya@justice.gov.uk

(b) For the Supplier:

Contact Name: [insert name];

Address: [insert address]; and

Email: [insert email address].

#### 14 Conflicts of Interest

14.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.

14.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions of the Authority pursuant to this clause



I4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

## **I5 Rights of Third Parties**

- 15.1 Clauses B10.5 and E8.3 confer benefits on persons named in them (together "**Third Party Provisions**" and each person a "**Third Party Beneficiary**") other than the Parties and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").
- 15.2 Subject to clause I5.1, a person who is not a Party has no right under the CRTPA to enforce the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- 15.3 No Third-Party Beneficiary may enforce or take steps to enforce any Third-Party Provision without Approval.
- 15.4 Any amendments to the Contract may be made by the Parties without the consent of any Third-Party Beneficiary.

## **I6 Remedies Cumulative**

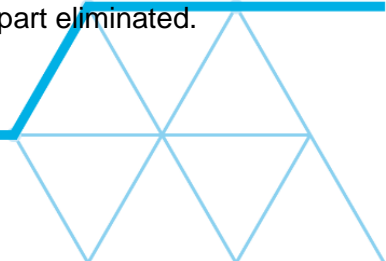
Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

## **I7 Waiver**

- 17.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.
- 17.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause I3 (Notices and Communications).
- 17.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

## **I8 Severability**

If any part of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Contract shall continue in full effect as if the Contract had been executed with the invalid, illegal or unenforceable part eliminated.







## **I9 Entire Agreement**

The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

## **I10 Change in Law**

I10.1 The Supplier is neither relieved of its obligations to supply the Services in accordance with the terms and conditions of the Contract nor entitled to an increase in the Price as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

I10.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause I10.1(b)), the Supplier shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:
  - (i) Change is required to the Services, the Price or the Contract; and
  - (ii) relief from compliance with the Supplier's obligations is required; and
- (b) provide the Authority with evidence:
  - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; and
  - (ii) as to how the Specific Change in Law has affected the cost of providing the Services.

I10.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause I10.1(b)) shall be implemented in accordance with clause F4.

## **I11 Counterparts**

The Contract may be executed in counterparts, each of which when executed and delivered constitute an original but all counterparts together constitute one and the same instrument.





## **I12 Governing Law and Jurisdiction**

Subject to clause I1 (Dispute Resolution) the Contract, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.





**IN WITNESS** of which the Contract is duly executed by the Parties on the date which appears at the head of page 1.

**SIGNED** for and on behalf of the Secretary of State for Justice

Signature:

Name (block capitals):

Position:

Date:

**SIGNED** for and on behalf of Barnardo's

Signature:

Name (block capitals):

Position:

Date:





## **SCHEDULE 1 – AUTHORITY'S REQUIREMENTS (SERVICE SPECIFICATION)**



**DEFINITIONS**

1. Definitions can be found in the Terms and Conditions of the Contract.

**EXECUTIVE SUMMARY****Statement and purpose of the requirement**

2. This specification sets out the services required to provide Independent Children's Rights and Advocacy Services to Children and Young People held in Secure Training Centres (STCs) and under-18 Young Offender Institutions (YOIs) to empower them in resolving their issues relating to their welfare, care and treatment whilst in custody, either within or outside the Secure Establishment.

**Secure Establishments**

3. The Services shall be provided in 5 YOIs and 3 STCs where Children and Young People throughout England and Wales are accommodated:

<b>Establishment</b>	<b>Capacity</b>
YOI Cookham Wood	Total Number of Residential Units: 3 units
YOI Feltham	Total Number of Residential Units: 7
YOI Parc	Total Number of Residential Units: 3
YOI Werrington	Total Number of Residential Units: 3
YOI Wetherby	Total Number of Residential Units: 7
Medway STC	Total Number of Residential Units on: 12
Oakhill STC	Total Number of Residential Units: 10
Rainsbrook STC	Total Number of Residential Units: 14

4. These Services are not delivered to Secure Children's Homes (SCHs) as advocacy for those premises is the legal responsibility of the relevant Local Authorities.
5. Where relevant, the Supplier is expected to work with their relevant counterparts at the SCHs on behalf of Children and Young People that transfer between STCs/YOIs and the SCH sector.
6. The aims and principles of the Services are set out below, with estimates of the level of need. The outline requirements for the Service are set out in a number of sections within the Service Specification.
7. The Supplier shall take reasonable endeavours to continuously improve service delivery. This Schedule will be subject to ongoing review and development by both the Authority and the Supplier to take note of emerging best practice and changes in approach (and any changes to this Schedule agreed by the Parties shall be made in accordance with Schedule 3 (Change Mechanism)). The Supplier will provide a flexible service which can readily respond to the changing needs of Children and Young People within a timely period.

**Legislative and Statutory Requirements**



8. The Services will follow and adhere to the broad legal frameworks of the United Nations Convention on the Rights of the Child ("UNCRC") and the European Court of Human Rights which promotes the rights of children. The child's right to be heard in matters affecting them is enshrined in Article 12 of the UNCRC;

*"1. States Parties shall assure to the child who is capable of forming his or her own views the right to express those views freely in all matters affecting the child, the views of the child being given due weight in accordance with the age and maturity of the child.*

*2. For this purpose, the child shall in particular be provided the opportunity to be heard in any judicial and administrative proceedings affecting the child, either directly, or through a representative or an appropriate body, in a manner consistent with the procedural rules of national law."*

9. The principal statutory requirements within which this Specification is set are contained in the following legislation and the Supplier is obliged to ensure that these requirements are applied:

- The Children Act 1989 Representations Procedure (England) Regulations 2006;
- The Children and Families Act 2014;
- The Education Act 1996, 2002 & 2011;
- The Health and Social Care act 2001, 2008 & 2012;
- The Mental Health Act 1983 & 2007;
- The Children Act 1989 & 2004;
- Crime and Disorder Act 1998;
- The Equality Act 2010;
- Data Protection Act 2018;
- Working together to Safeguard Children 2018;
- All Wales Child Protection Procedures 2008;
- The Social Services and Well-being (Wales) Act 2014
- The Welsh Language Act 1993
- The Mental Health (Wales) Measure 2010
- The Care Standards Act established a complaints and representations procedure for children's homes and the National Minimum Standards for Children's Homes sets out information and advocacy requirements;
- The Children's Complaints Regulations "Local Authority Social Services Department Children's Representation Procedure [England] Regulations" and the related guidance 'Getting the Best from Complaints' (2006);
- The Care Standards Act;
- The Prison Act 1952;
- Young Offender Institution Rules 2000;
- Secure Training Centre Rules 1998; and
- Parliamentary Commissioner Act 1967.

10. The Services for Children and Young People in the secure estate will be fully independent of organisations running Secure Establishments. The categories of persons who are not to be considered 'independent' are set out in the Definitions of Independent Visitors (Children) Regulations 1991 and include:

- where the person appointed is connected with any organisation responsible for accommodating the Young Person by virtue of being:
  - a member of that organisation
  - a patron or trustee of that organisation







- an employee of that organisation, whether paid or not
- a spouse or co-habiting partner of any such person.

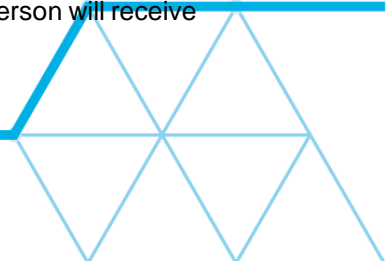
### Principles of Advocacy

11. In 2002 the Department of Health established ten *National Standards for the Provision of Children's Advocacy*. They were also published by the Welsh Assembly Government in 2003. These standards are further supported by Action for Advocacy '*Advocacy Charter*'. The Supplier must deliver a service that enshrines these National Standards, which are:

- Advocacy is led by the views and wishes of Children and Young People
- Advocacy champions the rights and needs of Children and Young People
- all Children's Rights and Advocacy Services have clear policies to promote equality issues and monitor Services to ensure that no Young Person is discriminated against due to age, gender, race, culture, religion, language, disability or sexual orientation
- Advocacy is well-publicised, accessible and easy to use
- Advocacy gives help and advice quickly when they are requested
- Advocacy works exclusively for Children and Young People
- the Independent Children's Rights and Advocacy Services operates to a high level of confidentiality and ensures that Children, Children and Young People and other agencies are aware of its confidentiality policies
- Advocacy listens to the views and ideas of Children and Young People in order to improve the service provided
- the Independent Children's Rights and Advocacy Services has an effective and easy to use complaints procedure
- Advocacy is well managed and provides value for money.

### Vision

12. The Services will be led by Children and Young People's wishes, both in terms of individual cases and the whole model of the service. The Service will support Children and Young People so that they are able to understand and exercise their rights. It shall empower Children and Young People to represent themselves and ensure their rights are respected and their views and wishes are heard on all matters relating to their safety, care, health and education and transition into adult life. Where appropriate the Supplier shall, on the behalf of Children and Young People who are unable or not wishing to, represent them and enhance their ability to do so by themselves in the future.
13. Children and Young People will be able to access the Services regardless of their age, language, speech, and communication needs. Each aspect of the service must be designed to reflect the age, gender and individuality of each Young Person whilst also being respectful of their cultural and religious needs.
14. In meeting the needs of Children and Young People it is important that the operation of the Service is timely, child focussed, effective and efficient. Each Child or Young Person will receive





a high-quality service which supports their safety and ensures dignity is maintained throughout their custodial experience.

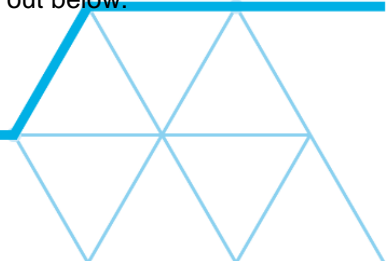
15. Safeguarding and promoting the welfare of Children and Young People will be at the heart of the Supplier's ethos and culture.

### Intended outcomes

16. There are six intended outcomes which underpin the entire Service and associated Service outputs:
- I. Children and Young People in STCs and YOIs are able to identify and freely access the Services
  - II. Children and Young People in STCs and YOIs are provided with the skills to enable them to advocate for themselves and are supported at every opportunity to do so.
  - III. Children and Young People in STCs and YOIs, who have complex needs and unable or not wishing to represent themselves are supported.
  - IV. the voice of Children and Young People in STCs and YOIs is heard in particular, at key periods where the Provider has been made aware of those who are vulnerable and in crisis, through access to proactive Services.
  - V. Raising awareness of the issues facing Children and Young People in custody in order to promote resolution and prevention at a local and systemic level.
  - VI. Children and Young People leaving STCS or YOIs, either through resettlement or transitioning into the adult estate, are provided with the opportunity to provide feedback about their custodial experience and to raise any concerns they may have about their release.

### Specification

17. The specification applies to the Services commissioned by the Authority for Children and Young People in STCs and YOIs as detailed in section 3 Executive Summary of this Schedule 1 (Secure Establishments). This Schedule covers the required services to be delivered by the Supplier under this Contract, including:
- the Independent Children's Rights and Advocacy Service;
  - Safeguarding and Child Protection;
  - Working with Secure Establishment and Stakeholders,
  - Workforce;
  - Leadership, management, service assurance and improvement; and
  - Contract management and monitoring
18. The Supplier has additional service obligations relating to information and communications technology and information security as set out in section 1.6 of this Schedule 1.
19. This Specification outlines the minimum operational service requirements for the Core Service.
20. This Schedule is outcome focussed and each section follows the structure set out below:





Contract for the Provision of Independent Children's Rights and Advocacy Services for  
Children and Young People

Purpose	A summary of the specific area of the Service to be commissioned.
Outcome	The outcomes to be achieved in this specific area by the Supplier.
<u>Core Service:</u> <u>Operational Requirements</u>	The minimum requirements of the Supplier achieving each outcome. The Supplier has the flexibility and is encouraged to deliver innovative solutions that will achieve, but may go over and above, the minimum requirements specified in this section.





**THE INDEPENDENT CHILDREN'S RIGHTS AND ADVOCACY SERVICES**

Section	Heading
1	The Children's Rights and Independent Children's Rights and Advocacy Services
2	Safeguarding and Child Protection
3	Working with Secure Establishments and stakeholders
4	Workforce
5	Leadership, Management, Service Assurance and Improvement
6	Contract Management and Monitoring



**Section 1 : The Independent Children's Rights and Advocacy Service****Purpose**

1. To ensure Children and Young People understand their rights, are independently supported and able to advocate for themselves on any issue they may experience whilst in custody.

**Outcomes**

- 1.1 Children and Young People in STCs and YOIs are able to identify and freely access the Services
- 1.2 Children and Young People in STCs and YOIs are provided with the skills to enable them to advocate for themselves and are supported at every opportunity to do so.
- 1.3 Children and Young People in STCs and YOIs, who have complex needs and are unable or not wishing to represent themselves are supported
- 1.4 the voice of Children and Young People in STCs and YOIs is heard in particular at key periods where the service provider has been made aware of those who are vulnerable and in crisis, through access to proactive Independent Children's Rights and Advocacy Services
- 1.5 Raising awareness of the issues facing Children and Young People in custody in order to promote resolution and prevention at a local and systemic level.
- 1.6 Children and Young People leaving STCS or YOIs, either through resettlement or transitioning into the adult estate, are provided with the information and opportunities to continue to access independent support that meets their needs.

**Core Service: Operational Requirements****1.1A Where required, the Supplier works collaboratively with Secure Establishments at each site to ensure the smooth provision of Services.**

1.1A.01 The Supplier shall agree a local Protocol agreement with each Secure Establishment to help facilitate provision of the Services, in line with Schedule 9 requirements.

1.1A.02 The content of each Protocol shall include, but is not limited to:

- Protocol for receiving timely notifications of a Young Person's arrival at a Secure Establishment, including details of acute needs or risk assessment.
- Protocol for receiving timely notifications of a Young Person's first restraint at a Secure Establishment.
- Protocol for receiving timely notifications of any referrals made to the Supplier requesting Advocacy Workers visit a Young Person
- Protocol for advertising services across the Secure Establishment
- Protocol for delivery of the minimum Core Sessions, including especially Children's Rights Sessions and the potential for being incorporated into educational provision.
- Protocol for supporting Young People at adjudications as outlined at 1.2.17



- Protocol outlining expectations and requirements of Supplier's staff when working in a secure environment and any local arrangements needed regarding key/radio training etc.

1.1A.03 Such protocols shall be reviewed annually and made available to the Authority upon request.

**1.1 Children and Young People are able to identify and freely access Independent Children's Rights and Advocacy services.**

Publicising the service to Children and Young People

1.1.01 The Supplier shall ensure the Services are effectively publicised on each unit and wing within each Secure Establishment, including care and separation units, healthcare units, visit halls and visit centres, especially next to phone boxes. This can include but is not limited to:

- Photographs, where possible of the Suppliers staff for the Secure Establishment
- Details of how Supplier staff can be contacted, including the helpline number
- Details of when Supplier staff will visit the Secure Establishment/Unit/Wing.
- Providing comprehensive but user-friendly information packs to Children and Young People on induction to the establishment.

1.1.02 The Supplier shall consult with Children and Young People to consider whether its publicity methods are effective and whether improvements could be made

Introducing Children and Young People to the service

1.1.03 As agreed in each Protocol (see 1.1A above), the Supplier's staff at each establishment shall receive timely notifications of a young person's arrival at the establishment.

1.1.04 The Supplier's staff shall visit every Child or Young Person within 14 calendar days of their arrival at the Secure Establishment. If the Child or Young Person has been identified as having acute needs or high risk under the notification agreement at 1.1A.02 above, Supplier's staff will visit such Children or Young Persons within 7 calendar days. Such visits will be in order to:

- Introduce themselves and provide the Young Person with details of the Service
- Inform them who the different members of the Advocacy team are especially if a Secure Establishment has more than one staff member working there
- Provide the Young Person with details regarding what the Service can and cannot offer
- Provide varied examples of types of issues that can be helped with
- Define when the Supplier's staff visits the Secure Establishments
- Explain the various ways to contact the Supplier
- Explain the confidentiality statement
- Explain what information the Supplier holds about the Child or Young Person and who can access it as well as their rights to access their personal information
- Explain the role of the Supplier's staff and their independent position with the Secure Establishment
- Explain how Children and Young People can make a complaint about the Service or their treatment whilst in custody





- During the induction the Supplier's staff will explore the Child or Young Person's personal circumstances and identify the potential support that the Child or Young Person may need. For example LAC, care leaver etc.
- The Supplier's staff can tailor each induction according to the Child or Young Person's previous experience of custody and their personal circumstances, as long as the outcomes of this section 1 are achieved for each child.

1.1.05 The Supplier will provide Children and Young People with appropriate written information on the Services which will be age appropriate in a clear format, style and language that Children and Young People can understand and relate to. The Supplier will provide a range of information which will be effective in reminding Children and Young People of the availability of the Services throughout their time in custody. The information should be updated alongside any fundamental service changes.

#### Contacting the service

1.1.06 A referral to the Services may come from various sources. These include but should not be limited to:

- Self-referral
- Social workers, Youth Offending Teams (YOTs), Safeguarding teams
- Secure Establishment staff
- Health professionals
- Family, carers or friends
- Other people involved in the support and care of the Child or Young Person either internal or external to the Secure Establishment.

1.1.07 The Supplier shall provide methods of contact in order that referrals can be received from the above and it will publicise these methods appropriately across the Secure Establishment.

1.1.08 The Supplier shall encourage Children and Young People to access the Services directly through scheduled visits to unit and wings and the Supplier shall provide Children and Young People with details of a variety of methods in which they can be contacted. This can include, but is not limited to:

- A telephone line (XXXX) manned during office hours by the Supplier's staff with an answerphone covering out of office hours, and any periods of absence e.g. sickness/special circumstances. This line will be remotely accessed by identified personnel regularly throughout the day to ensure swift response to messages left and allocated to onsite staff.
- Secure post boxes located on residential units where Children and Young People can submit applications for visit requests
- Applications for visits via Secure Establishment staff

1.1.09 The Supplier shall respond to all referrals within a maximum 3 Working Days from the point of notification.

1.1.10 The Supplier shall provide regular and frequent feedback to Children and Young People on any issues which they are being supported on and they will ensure Children and Young People are made aware of the timescales in which they can expect feedback. Feedback on initial referrals should be provided when further information or updates are received, the Child or Young Person will be kept updated.

#### Core Sessions



1.1.11 The Supplier shall comply with the below minimum weekly Core Sessions when providing the Service at each Secure Establishments and shall comply with the agreed Protocol for routine visits (as at 1.1A.02 above).

<b><u>Establishment Name</u></b>	<b><u>Minimum weekly Core Sessions:</u></b>
Cookham Wood YOI	1 x visit to Care and Separation Unit 1 x visit to every Residential Unit 1 x Children's Rights Education Session
Feltham YOI	1 x visit to Care and Separation Unit 1 x visit to every Residential Unit 1 x Children's Rights Education Session
Parc YOI	1 x visit to Care and Separation Unit 1 x visit to every Residential Unit 1 x Children's Rights Education Session
Wetherby YOI	1 x visit to Care and Separation Unit 1 x visit to Complex Needs Unit 1 x visit to every Residential Unit 1 x Children's Rights Education Session
Werrington YOI	1 x visit to Care and Separation Unit 1 x visit to every Residential Unit 1 x Children's Rights Education Session
Medway STC	1 x visit to every Residential Unit 1 x visit lunch or yard session 1 x Children's Rights Education Session
Oakhill STC	1 x visit to every Residential Unit 1 x visit lunch or yard session 1 x Children's Rights Education Session
Rainsbrook STC	1 x visit to every Residential Unit 1 x visit lunch or yard session 1 x Children's Rights Education Session

1.1.12 The Supplier's staff will visit each Secure Establishment in accordance with the above *minimum* sessions. The number of visits to each Secure Establishment should enable the Supplier to sufficiently carry out the necessary activities which must include, but is not limited to:

- Visiting Children and Young People who have requested a meeting with the Advocate
- Visiting Children and Young People who have a Live Case to provide updates on its progress
- Identifying any Young Person who may require the Services through liaison with staff
- Conducting induction meetings with Children and Young People who have entered custody within the last 14 Calendar Days (7 days if Child or Young Person has been identified as high risk)
- Conducting Children's Rights sessions each week with Children and Young people who have not received Children's Rights learning.



- Attending any pre-arranged Adjudication, Restraint Debrief, or other meetings as requested by Children and Young People

1.1.13 When carrying out regular visits to each Unit or Wing at a Secure Establishment, the Suppliers staff shall check with establishment staff whether they have any specific concerns with regards to a Child or Young Person who might benefit from the Service. The Supplier's staff shall speak to those Children and Young People individually and, if necessary, remind them of how the Service works, what support it can offer and how to make contact.

1.1.14 When visiting a Unit or Wing, the Supplier's staff shall check with staff if anyone new has been transferred onto the Unit or Wing, and if so, specifically introduce themselves to that the Child or Young Person.

1.1.15 When visiting a Unit or Wing, the Supplier's staff shall check with staff if anyone is locked behind their bedroom door, through a sanction or by choice, and will specifically visit them when it is appropriate to do so.

1.1.16 The Supplier's staff shall also visit units where Children and Young People may be located temporarily, such as healthcare, care and separation, or intensive support units.

1.1.17 The Supplier's staff shall undertake regular, publicised visits so Children and Young People and staff know when they can expect to see the Supplier's staff. To facilitate continuity of care and foster positive relationships with children and young people, Suppliers staff should regularly visit the same Units or Wings. Should there be a change to Supplier staff due to carry out the regular visit, this should be forewarned to establishment staff and Children and Young People as soon as reasonably possible.

1.1.18 The Supplier's staff shall spend sufficient time on each Unit or Wing to ensure that all Children and Young People who wish to see the Supplier's staff are able to do so. The Supplier's staff shall also have sufficient time to allow them to provide feedback to Children and Young People on their cases.

1.1.19 The Supplier's staff shall consult regularly with Children and Young People and Secure Establishments to consider the most suitable time for them to make regular visits, and reflect any agreements in the Protocols. The Supplier's staff shall at all times consider Children and Young People's right to privacy when dealing with them. Additional consideration should be given to the different regimes within each Secure Establishment. Areas to consider include but are not limited to:

- The times when Children and Young People will be locked in their bedrooms
- whether Children and Young People prefer to see the Supplier's staff during association, at weekends or prefer to keep these times free
- times when rooms / space for privacy and / or sensitive discussion can be had.

1.1.20 Although the Service should aim to ensure that each Child or Young Person has a consistent service, if a Child or Young Person is not satisfied with their designated Supplier's staff, the Supplier shall aim to provide alternate staff wherever possible.

1.1.21 The Supplier will ensure that any Child or Young Person requiring interpretation services of any kind in order to fully access the Service has appropriate arrangements made in order to do so. For the avoidance of doubt, the Supplier is liable to organise and pay for any such interpretation services, for all Advocacy led interactions. Should the interaction be organised or led by the Secure Establishment (e.g. adjudications, safeguarding meetings etc) then the associated responsibility will sit with that Secure Establishment. The nature of these interpretation arrangements will be detailed in the Protocols agreed at each Secure Establishment (Schedule 9).

**1.2 Children and Young People shall be supported and assisted to enable them to advocate for**



themselves where possible.

#### Children's Rights

1.2.01 The Supplier shall provide a service that shall (but not be limited to):

- Respect and protect the rights of Children and Young People
- Raise awareness regarding the promotion of children's rights
- Listen to Children and Young People and act where there are particular concerns regarding their rights
- Involve Children and Young People in decision making in individual and group case work and by involving Children and Young People in the organisations overall, planning a child centred approach should be evidenced in all work
- Provide advice of a general nature to Children and Young People
- Provide accessible information for Children and Young People about rights in a format that is representative of the understanding of the Child or Young Person and also caters for the needs of Children and Young People with disabilities or special needs.
- Champion and promote the participation opportunities available for Children and Young People

1.2.02 These sessions will be provided on a weekly basis as part of the stipulated Core Sessions as mentioned at section 1.1.11 above. The Supplier shall develop working relationships with each establishment's education provider and where possible explore whether the delivery of key Children's Rights sessions can feature as part of the weekly curriculum. Any such agreements will be reflected in the Protocols for each site.

1.2.02A For the avoidance of doubt, failure to agree for the provision of children's rights sessions with the education provider during the education day, does not waive the obligation to provide the sessions on a weekly basis. Rather, it will require negotiation with the Governor of the Secure Establishment to agree an alternative time during the week to facilitate such sessions.

1.2.03 The Supplier will offer a broad range of support services to Children and Young People which include but are not limited to:

- Support Children and Young People to access the services they want to use
- Listen to Children and Young People to establish what they want the Advocate to do
- Explain possible options to allow Children and Young People to make their own choices
- Provide information and make use of innovative technology to engage Children and Young People where possible
- Empower Children and Young People to make positive contributions
- Encourage Children and Young People to develop their skills and confidence to self-advocate but represent them where not
- Refer Children and Young People where appropriate to other agencies that can assist Children and Young People in resolving their issues.

1.2.04 The Supplier shall adapt the service to meet the individual needs of the Child or Young Person to ensure that information is available with consideration to age, development, experience, language and understanding and any special needs relating to disability.



1.2.05 The Supplier shall provide the Services so as to comply with relevant statutory guidance in relation to Safeguarding and child protection. (See Section 2 - Safeguarding for specific operational requirements and Schedule 8 "Policies").

1.2.06 The Supplier shall ensure that Children and Young People are clear on the confidentiality statement during induction. The Supplier shall explain the limits to confidentiality and the occasions where this may have to be breached, i.e. Child or Young Person's risk to themselves, risk to others or risk to security of the Secure Establishment.

1.2.07 The Supplier shall seek consent from a Young Person to share any personal information given by the Young Person which is needed to assist them. If consent has been obtained, then a record of this must be maintained securely on the Supplier's information system. If consent is not given, Advocates will not share any information unless there is a risk of harm as described in paragraph 2.1.02.

1.2.08 The Service is delivered via two levels of intervention which are:

- Brief Interventions
- Cases

#### Case Management

1.2.09 The Supplier will manage referrals for Children and Young People through:

- Brief Interventions: These can last up to 30 minutes
- Cases: These are longer and can take more than 30 minutes to resolve.

1.2.10 If requested by the Child or Young Person, the Supplier will accompany a Child or Young Person to meetings to either support the individual or represent their wishes. In these instances, the Supplier's staff shall inform the Child or Young Person that any such requests will require 3 Working Day's notice, with the exception of safeguarding and Adjudications in YOIs where a request may be received with one Working Day's notice (see paragraphs 1.1.9). These meetings could include, but are not limited to:

- Adjudications (YOIs only)
- Sentence planning meetings
- Restraint debriefs
- Meetings with external agencies e.g. YOTs, Local Authorities etc
- Behaviour management meetings
- Additional Secure Establishment meetings as required by the Young Person.

1.2.11 Where additional representation is required, the Supplier will aim to help each Young Person understand the range of options available to them and to empower them to make their own choices to resolve issues.



Support for Adjudications (YOIs only)

1.2.17 Adjudications are formal hearings in a YOI for alleged offences that occur whilst a Child or Young Person is in custody. Rule 55 of the Young Offender Institution Rules 2000, lists the specific offences. If a Child or Young Person is charged with an offence they will be informed as soon as possible and a hearing will be scheduled, this could be as short as two-hour notice. Children and Young People may be entitled to have a representative present based on an assessment of the charge and potential penalty, and this will be offered to them by the Secure Establishment. Children and Young People will also be asked if they would like the Supplier's staff present. In addition to the Supplier's staff a Child or Young Person can request representation from a McKenzie Friend.

1.2.18 The Supplier shall be informed by the Secure Establishment if the Child or Young Person has requested Supplier's staff attendance at the Adjudication meeting.

1.2.19 The Supplier shall respond to the Secure Establishment within 1 Working Day to confirm their attendance at the Adjudication. The Supplier shall work with the Secure Establishment to agree effective communication Protocols and timings of adjudications in order to meet this need without causing significant or undue delays to the adjudication hearing. Such agreement would be captured in the Protocols as at 1.1A.

1.2.20 If a Child or Young Person facing an adjudication informs Secure Establishment staff that they would like the support of the Supplier's staff, the Supplier's staff shall visit the Child or Young Person prior to the Adjudication and, if requested by the Child or Young Person, will support the Child or Young Person during the adjudication.

Support to self-Advocate and role-modelling

1.2.21 The Supplier shall help to equip Children and Young People with the skills and confidence to advocate for themselves by explaining how they can achieve this and also through effective role-modelling.

1.2.22 The Supplier shall help to develop 'Children's Rights Champions' in establishments, equipping Children and Young People with the skills and confidence to pass on Children's Rights expertise to their peers in custody.

1.2.23 Where self-advocating is not possible, the Supplier's staff shall work with the Child or Young Person to develop skills enabling them to advocate for themselves in future by explaining the actions that are being taken on their behalf and through positive role-modelling.

1.2.24 The Supplier shall capture the benefits of the Children's Rights and Advocacy Service through the use of progress measures (see Schedule 7 Performance Management).

Support at consultations

1.2.25 In certain Secure Establishments, Children and Young People's forums and council style groups may be established. The purpose of the groups is to listen to the views of Children and Young People on their care and welfare whilst in custody and to drive change and/or improvements in the day to day care and support they receive in the Secure Establishment.

1.2.26 The Supplier shall, where appropriate, offer to support Children and Young People at these consultations, committees and forums in the Secure Establishment thereby assisting them in being able to express their wishes and feelings and pursue appropriate courses of action.

Support following incidents





1.2.27 The Supplier shall develop sufficient plans to reasonably allocate resources as requested by the Authority in the event of a serious incident at a Secure Establishment. This may require additional resources or relocating staff to meet the requirement.

#### Ad hoc Services

1.2.28 The Authority shall seek the Supplier's assistance in ad hoc service provisions that represent the voice and/or views of Children and Young People in custody – such as carrying out Young Person specific consultations. These services will be negotiated with the Supplier when required.

#### Preparation for release or transfer

1.2.29 The Supplier shall establish effective protocols with YOTs or community based advocacy providers for the handover of cases for those Children and Young People who are due to be released into the community and have been accessing the Services and provide the Child or Young Person with information about who they can contact on release. The Child or Young Person should be consulted with before any action is taken for the handover of their case and permission must be granted for the transfer of their information.

1.2.30 If a Child or Young Person is due to be transferred to another Secure Establishment, the Supplier must ensure that an individual's case note file is updated and made ready for transfer. Any outstanding actions which need to be continued must be highlighted along with timeframes for completion and the Supplier must communicate with the new Supplier's establishment's staff to alert them of the transfer.

1.2.31 The Supplier shall liaise with local authority commissioned Independent Children's Rights and Advocacy Services to arrange for the transfer of open cases if a Child or Young Person is to transfer to a Secure Children's Home.

1.2.32 The Supplier shall inform the Child or Young Person of the process outlined above in para 1.2.07 and seek their permission to transfer their personal information, in accordance to their confidentiality processes.

1.2.33 The Supplier must inform the Young Person of who their new Advocate will be and how to contact them.

1.2.34 If a Child or Young Person transfers to another Secure Establishment as a Live Case, the Supplier's staff must seek consent from the Young Person before engagement can begin.

### **1.3 Children and Young People in STCs and YOIs, who have complex needs and are unable or not wishing to represent themselves are supported**

1.3.01 The Supplier shall manage Children and Young People's expectations realistically and shall advocate for Children and Young People or assist them to advocate for themselves on any issue they request. This will include, but will not be limited to assisting Children and Young People to make informal and formal requests, representations and complaints in their dealings with Secure Establishment staff and external agencies.

1.3.02 The Supplier shall establish on commencement of engagement with a Child or Young Person, the preferred outcome and the preferred level of engagement required by the Supplier's staff. This should be reviewed at each stage of the case in partnership with the Young Person.

1.3.03 All efforts should be made to support children and young people to advocate for themselves but this will not be possible for all children and young people in STCs and YOIs. The Supplier should represent the views of those who are unable or not wishing to represent themselves. Operational requirements for children and young people who are unable to advocate for themselves are captured above in 1.2.

**1.4 The voice of Children and Young People in STCs and YOIs is heard in particular at key periods where the service provider has been made aware of those who are vulnerable and in crisis, through access to proactive Services**

1.4.01 To ensure the most vulnerable children and young people are given support when they need it, it is vital for the Supplier to adopt a proactive approach to identify those who may need to be offered support from the Service (see 1.1.13) and offer support at key periods of a child or young person's time in an STC or YOI:

Inductions

1.4.02 Inductions will be used to alleviate any concerns the child or young person has and should be used as an opportunity to explore the Child or Young Person's personal circumstances and identify the potential support that the Child or Young Person may need (see 1.1.04).

1.4.03 Inductions should always be carried out in a confidential environment. The first day after reception to the establishment is deemed as day one. The number of new admissions include Young People transferred into the YOI/ STC from another establishment. The agreed procedure for inductions at each Secure Establishment will be captured in the Protocols at Schedule 9.

1.4.04 The Supplier shall ensure management oversight and quality assurance of the provision of Services, and that Young People are provided with appropriate Children's Rights and Advocacy Service information at the point of admission by dip sampling inductions. This quality assurance will include visits to one young person per week who has recently been admitted to the centre to ensure that they have received information on the children's rights and advocacy service on admission and induction.

Proactive Support following Restraint

1.4.05 Whenever a Child or Young Person has been restrained during the custodial episode, Secure Establishments are required to provide individuals with an opportunity to debrief and discuss the behaviour that led up to the Restraint.

1.4.06 The Supplier shall agree under the Protocols (noted at 1.1.A) the processes and timelines to ensure the establishment notify the Supplier as soon as possible following a young person's first restraint incident. The Supplier's staff shall follow this up with an initial visit to the Child or Young Person and proactively offer support within one Working Day of receiving such notification. The Supplier's staff shall ask the Child or Young Person whether they need any support either during the Restraint Debrief which the Secure Establishment will conduct with the Young Person or in any other way. This may include whether the Child or Young Person has any concerns about how or why they were restrained and whether they wish to make a complaint or Safeguarding referral.

1.4.06 If the Secure Establishment has conducted the debrief before the Supplier's staff were able to attend, the Supplier's staff shall still visit the Young Person at the next possible opportunity to offer their support and assistance.

1.4.07 The Supplier will ensure that if the Child or Young Person or Authority staff requests support following a further restraint incident then the Supplier will follow up and offer support.

1.4.08 The Supplier shall ensure that Children and Young People understand the Supplier's process and that they are aware of how to request a visit form from the Supplier's staff if required.

Preparation for release / transition



1.4.09 Approaching custodial release or transitioning to the adult estate can be a particularly stressful time for the young person if they are uncertain about their future. The Supplier should offer their support to children or young during this time, listen to any concerns they may have and work with them to address these concerns.

**1.5 Raising awareness of the issues facing Children and Young People in custody in order to promote resolution and prevention at a local and systemic level.**

1.5.01 The Supplier should develop a constructive working relationship with Secure Estate providers and address children and young people's issues at a local level on a day-to-day basis, whilst maintaining independence from the Secure Estate provider at all times (see Section 3 – Working with Secure Estate Establishments).

1.5.02 The Supplier shall chair a Quarterly Review Meeting with the Secure Establishment's senior management team at site. These meetings will be used to highlight thematic issues that the Contactor has identified over the preceding quarter and work collaboratively to find solutions where possible.

1.5.03 The Supplier shall submit monthly data returns, Quarterly reports and an Annual Report highlighting the number and type of issues being raised by children and young people at each establishment (see 6.2 - Effective information gathering, sharing and information management).

1.5.04 The Supplier shall attend quarterly Contract Review Meetings with the Authority. These meetings will be used primarily to assess the Supplier's performance over the quarter but will also be used to highlight thematic issues that the Supplier has identified.

**1.6 The provision of Services will be aided by the use of an electronic case management system**

1.6.01 The Supplier shall carry out the terms of the contract and facilitate the Service through use of an electronic case management system suitable for the needs of this specification.

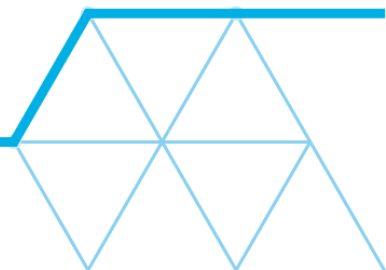
1.6.02 The Supplier will record and store Case Management Data electronically. The system will only be accessible by the Supplier. All data will be stored in physically secure locations in Secure Establishments or named places of business.

1.6.03 The Supplier is required to record information about the cases they are working on. This will include, where necessary, cases with references to Secure Establishment staff, for instance to detail conversations the Supplier has had with staff about a young person or to detail any allegations a young person has made against a staff member.

1.6.04 At all times the electronic case management system and case recording procedures used by the Supplier will comply with all information assurance and security requirements as at Schedule 6 and Data Protection legislation.

1.6.05 The electronic case management system will have such functionality so as to comply with the requirements of clause H8 and H9 at the point of retendering and handover or exit. In compliance with clause H8.8, should handover be required, the Supplier shall ensure that all data and information held on Live Cases is transferred to any person designated by the Authority.

1.6.06 At the point of exit, any cases which are not considered Live Cases will be archived and transferred back to the Authority in accordance with clause H8 and H9.



**Section 2 : Safeguarding and Child Protection****Purpose**

**2. To ensure Children and Young People are protected from harm both from themselves and others and their safety and welfare is central to the Children's Rights and Advocacy services.**

**Outcomes**

2.1 Children and Young People are protected from harm caused by themselves, peers or adults, including protection from: physical, emotional or sexual abuse/assault; Self-Harm, neglect; accidental harm/injury.

2.2 All Supplier's Staff understand their responsibilities to protect and promote the safety and wellbeing of Children and Young People in their care and their duty to act on any concerns appropriately.

2.3 Safeguarding and child protection policies and practices are quality assured and subject to regular review and independent scrutiny.

**Core Service: Operational Requirements**

**2.1 Children and Young People are protected from harm caused by themselves, peers or adults, including protection from: physical, emotional or sexual abuse/assault, Self-Harm, neglect, and accidental harm/injury.**

2.1.01 The Supplier shall provide a Service that is a confidential and will comply with relevant statutory guidance in relation to Safeguarding and child protection.

2.1.02 There are certain and necessary limits to this confidentiality which will be exercised when the Supplier's staff is made aware of any:

- risk of harm to the Young Person from themselves
- risk of harm to the Young Person, any other Young Person (within or outside of custody), any staff member or any other person from another person
- risk of harm to any other person from the Young Person the Advocate is working with.

2.1.03 In the instances outlined above, the Supplier will follow the Secure Establishment's safeguarding and security procedures to escalate the matter by informing the most relevant Secure Establishment staff of the issue as soon as is reasonably practicable. This includes but is not limited to:

- Governor/Director
- Head of Safeguards
- Head of Security
- Head of YOS
- Secure Establishment social worker.





2.1.04 The Supplier shall, if required by circumstances, make referrals direct to the LADO and inform the Secure Establishment when this has taken place. These referrals will always be authorised by the Supplier's Senior Management Team. Where allegations have been made against Secure Establishment staff members these will be passed on to the Secure Establishment as a safeguarding referral, in line with the safeguarding protocol.

2.1.05 The Supplier's staff shall ensure that Children and Young People are clear of the confidentiality statement during induction.

2.1.06 The Supplier must comply with relevant data protection laws, including in instances where a Young Person declines consent for their information to be stored or shared.

2.1.07 The Supplier shall develop relationships with local LADOs (referred to as Part 4 Chair or Child Protection Coordinator in Wales) where Secure Establishments are located.

**2.2 The Supplier shall ensure that its staff understand their responsibilities to protect and promote the safety and wellbeing of Children and Young People and their duty to report on and/or act on any concerns appropriately.**

2.2.01 The Supplier shall implement a clear process that enables Supplier's Staff to raise concerns about a Child or Young Person's safety and wellbeing immediately and followed up by a referral if necessary.

2.2.02 The Supplier shall have in place a clear process for the reporting of Safeguarding incidents or child protection allegations to the relevant LADO the YOI or STC and the Authority when applicable.

2.2.03 The Supplier shall provide assurances to the Authority that incidents have been reported and any learning from incidents is considered and acted upon.

**2.3 Safeguarding and child protection policies and practices are quality assured and subject to regular review and independent scrutiny**

2.3.01 The Supplier shall have in place safeguarding and child protection policies and processes which are reviewed at regular intervals by the Supplier.

2.3.02 The Supplier shall develop relationships with Local Safeguarding Children's Board (LSCB) for advice and guidance on their policies and processes where the Suppliers head office is based. (This shall be agreed with LSCB).

2.3.03 The Supplier shall ensure its approach to safeguarding and child protection includes a clear process for learning lessons which shall feed into any reviews and updates of safeguarding and child protection policy and practice and includes a requirement to share learning with partners, including the LSCB and the Authority.

**Section 3: Working with Secure Establishments and Stakeholders**



Purpose
<b>To ensure the Independent Children's Rights and Advocacy Service brings the Child or Young Person's voice to the attention of the Secure Establishment and other agencies.</b>
Outcomes
<p>3.1 Children and Young People shall be able to stand up for themselves and be confident to raise any issue they may have experienced whilst in custody.</p> <p>3.2 Children and Young People unable to stand up for themselves will be represented by the Independent Children's Rights and Advocacy Services</p>
Core Service: Operational Requirements
<p><u>Working with Secure Establishments</u></p> <p>3.1.01 The Supplier shall ensure that it develops an understanding of the secure environment and builds constructive working relationships with Secure Establishment staff across the full range of services operating within the STC or YOI, to empower Children and Young People to get the earliest and best possible resolution to the issues that have been raised.</p> <p>3.1.02 The Supplier shall work effectively with Secure Establishments to ensure that they recognise the Service remains independent but enables the Secure Establishments to promote both the safety and wellbeing of Children and Young People in their care. It is crucial that the Supplier works effectively with Secure Establishments to develop relationships that will promote this outcome.</p> <p>3.1.03 The Supplier will comply with all relevant Secure Establishment procedures, particularly those related to security, Safeguarding and health and safety.</p> <p>3.1.04 The Supplier shall ensure that they do not duplicate the roles and responsibilities of other professionals within the Secure Establishment such as social care services, safeguarding teams or case managers where these are in place.</p> <p>3.1.05 The Supplier shall assist Children and Young People with understanding, accessing and using Secure Establishment processes if requested by the Child or Young Person. The Supplier shall work effectively and constructively with individual Secure Establishments to establish effective communication methods, this includes, but is not limited to:</p> <ul style="list-style-type: none"><li>• notification of new arrivals and their location;</li><li>• referral of any Child or Young Person where Secure Establishment staff identify that the Child or Young Person should be visited by the Supplier's staff and their location; and</li><li>• referral of any Child or Young Person requiring support post Adjudication and/or Restraint.</li></ul> <p>3.1.06 The Supplier shall work with each Secure Establishment to ensure that members of staff and other Secure Establishment service providers understand the role of the Independent Children's Rights and Advocacy Service and the referral pathways. This may include, but not be limited to:</p> <ul style="list-style-type: none"><li>• meeting new staff within the Secure Establishment during their induction course and providing briefings as required;</li><li>• providing information to new Secure Establishment staff outlining both the service and how to make referrals, and</li><li>• offer training / briefing sessions related to the service (e.g. Children's Rights Sessions) to existing Secure Establishment staff.</li></ul>





3.1.07 In accordance with clause B2A and Schedule 15, the Operating Manual shall consist of procedures on how the Supplier will work effectively with the Secure Establishment to provide the Services. The Operating Manual should complement the Secure Establishment's own protocols in the same areas as well as the jointly agreed Protocols for each individual site as at Schedule 9. The Operating Manual should cover, but is not limited to the following areas:

- information sharing agreements;
- communications;
- confidentiality and data protection;
- child protection and Safeguarding;
- complaints;
- dispute resolution;
- whistle blowing;
- interfaces with internal stakeholders including social work, Safeguarding and case work teams;
- training manual and plan;
- recruitment and selection;
- staff handbook;
- issue escalation;
- key Security and Requirements; and
- ICT business continuity.

3.1.08 The Suppliers Operating Manual shall comply with (and may exceed) the standards detailed in the Authority's requirements.

3.1.09 The Supplier shall work with the Authority to review, refresh and agree the Protocols in Schedule 9 and the Operating Manual in Schedule 15 annually.

3.1.10 The Supplier shall work with Secure Establishments through any re-contracting processes that may occur in relation to a change in ownership or specific service provider in order to ensure a smooth transition of the advocacy service.

#### Working with Children and Young People's families / carers

3.1.12 The Supplier shall publicise the Service to the families and carers of Children and Young People such that they are aware of the support the Service can provide and how they can contact the Service if they feel the need to make a referral.

#### Working with external stakeholders

3.1.13 The Supplier shall ensure that it develops constructive working relationships with a wide range of relevant external organisations to find the earliest possible resolution of the child or Young Persons issues and to ensure that there is no duplication of roles in delivering a resolution.

#### Working in Secure Establishments

3.1.14 The Supplier will be provided office space in each of the Secure Establishments free of charge.





The size and location of such space is at the discretion of each Secure Establishment.

3.1.15 The provision of internet and/or telephone connection in the office at each Secure Establishment will be the responsibility of the Supplier to both install and pay for, if/as required.

3.1.16 The scope and provision of such ICT connections however will be subject to approval by the Authority, specifically with HMPPS Information Assurance Team.

#### **Section 4 : Workforce**

##### **Purpose**

**4. To have a dedicated and diverse workforce that is recruited and selected with appropriate aptitude, competences, skills and/or qualifications specific to working with Children and Young People, who shall be provided with effective training, and supervised and developed by management to safeguard and deliver positive outcomes for Children and Young People.**

##### **Outcomes**

4.1 The needs of Children and Young People are met by Supplier's staff with the appropriate skills, experience and qualifications, all of whom have a desire to work with Children and Young People and who shall act as positive role models. An adequate level of trained staff will be available to meet the service requirements.

4.2 Service delivery is continuously improved through supervision and ongoing training and development of the Suppliers staff.

4.3 All Suppliers staff are supported by management structures that offer clear lines of accountability and escalation.

##### **Core Service: Operational Requirements**

**4.1 The needs of Children and Young People are met by Supplier's staff with the appropriate experience, skills and qualifications, all of whom have a desire to work with Children and Young People and who shall act as positive role models. An adequate level of trained staff will be available to meet the needs of Children and Young People.**

##### **Staff Solution**

4.1.01 The Supplier shall provide a sufficient staffing solution at each Secure Establishment that has the ability to meet the Authority's requirements of the Service including fluctuations in demand and to provide cover as required to enable continued service delivery for periods of leave, long-term sickness, maternity leave or departure.

4.1.02 The Supplier shall provide sufficient management resource to manage and support the service providing a single point of contact for the Authority.

4.1.03 The Supplier shall provide a staff handbook that sets out the expectations of staff whilst conducting their roles which will include, but not be limited to, the following:



- ensure that staff and the service remain fully independent
- lone working
- code of conduct and behaviour
- the use of social media including, but not limited to; internet sites, mobile telephones and email

4.1.04 The Supplier shall ensure that the Supplier's Staff working directly with Children and Young People demonstrate competency in working with Children and Young People.

4.1.05 All Supplier's Staff working with Children and Young People must be appropriately vetted for their role, including relevant level of security clearances in connection with this Contract, in accordance with clause B5.6. This will include (but not be limited to):

- Baseline Personnel Security Standard (BPSS); and
- Enhanced Disclosure and Barring Service (DBS)

4.1.06 All Suppliers staff working in STCs shall be subject to a formal appointment as an Independent Person under STC Rules.

4.1.07 The Supplier shall comply with the security clearance requirements of each Secure Establishment where its staff will be located and will ensure that it considers the time required for these requirements when recruiting or renewing security clearances for staff.

#### Recruitment

4.1.08 The Supplier shall have in place safe recruitment and commissioning policies and practices that are aligned to relevant guidance on selecting staff to work with Children and Young People. This applies to Supplier's staff who work directly with Children and Young People and undertake Children's Right and Advocacy tasks.

4.1.09 The Supplier shall have a recruitment and selection policy to attract a diverse, skilled and committed workforce, who are dedicated to working with Children and Young People in custody.

4.1.10 The Supplier shall aim to provide a workforce that meets the ethnicity, gender, cultural and language needs of the Children and Young People held in the Secure Establishments.

4.1.11 When recruiting staff, the Supplier shall comply in all respects with the 1992 Warner Report "Choosing with Care" and any subsequent relevant recommendations for recruitment, selection and training of staff dealing with Children and Young People in custody.

#### **4.2 Service delivery is continuously improved through supervision and ongoing training and development of the Suppliers**

4.2.01 The Supplier shall develop and implement a learning and development plan which enables the development needs of each individual Supplier's Staff member to be met through structured and informal training and supervision to ensure the skills and competence of Supplier's Staff are being developed and maintained.



4.2.02 The Supplier shall ensure that an effective supervision system is in place to support the Supplier's Staff to maintain their wellbeing throughout both the routine operation of their duties and as a result of any occurrence of events or incidents within the Secure establishments.

#### Staff Training

4.2.03 The Supplier shall provide staff with an induction and training programme to ensure that all Supplier's staff are equipped with the necessary skills to deliver the service.

4.2.04 The Supplier will ensure that all Advocacy Workers are trained as minimum in the following areas:

- Advocacy skills
- Children's Rights
- Familiarisation of the youth justice system and the agencies involved internally and externally to custody
- Safeguarding and child protection and looked after children
- Mental health awareness

Speech, language and communication needs of Young People

4.2.05 The Supplier shall ensure that their staff are provided with ongoing continuing professional development and refresher training throughout the duration of the contract.

4.2.06 The Secure Establishments may require the Supplier's staff to attend specific training programmes directly linked to Secure Establishment practices and procedures. Whilst the costs of delivering this training will be covered by the Secure Establishment, the Supplier shall be required to bear the costs of providing their staff. Training may cover the following areas:

- security and key handling
- personal protection
- on site health & safety awareness.

#### **4.3 All Suppliers staff are supported by management structures that offer clear lines of accountability and escalation**

4.3.01 The Supplier shall ensure that it has qualified and focused leadership who champion the rights of the Children and Young People in the Secure Estate, and who have the experience, understanding and ability to effectively and efficiently deliver the Services in accordance with the Authority's Requirements.

4.3.02 The Supplier shall ensure it has effective procedures in place to manage staff performance, attendance and conduct. The Supplier shall ensure that it has conduct procedures that have due regard to the safety and protection of Children and Young People.

4.3.03 The Supplier shall have fair and effective whistle-blowing procedures in place, to support Supplier's Staff who wish to make any allegation or raise any legitimate concerns they may have about the conduct of their colleagues or organisation's management without fear of jeopardising their own prospects and position.

#### **Section 5: Leadership, Management, Service Assurance and Improvement**

##### **Purpose**





**5. To ensure the Children's Rights and Advocacy Service is effectively led and managed, quality is assured and maintained, and the delivery model is updated and continuously improved in the light of evidence and effective practice.**

#### **Outcomes**

5.1 Children and Young People are recipients of an Independent Children's Rights and Advocacy Service that is led by a qualified, motivated and focussed leadership, who lead by example and have the experience, understanding an ability to effectively and efficiently deliver the service.

5.2 The Supplier shall have in place a comprehensive and effective quality and performance system.

#### **Operational requirements**

**5.1 Children and Young People are recipients of an Independent Children's Rights and Advocacy Service that is led by a qualified, motivated and focussed leadership, who lead by example and have the experience, understanding an ability to effectively and efficiently deliver the service.**

5.1.01 The Supplier shall have in place a robust management structure and process, populated by suitably qualified and experienced staff who can lead the service, motivate and support Supplier's Staff and have a shared commitment to delivering the service.

**5.2 The Supplier shall have in place a comprehensive and effective quality and performance system.**

5.2.02 The Supplier will have effective quality assurance processes in place to ensure that all requirements are met and to strive for continuous service improvement. The quality processes will include seeking feedback from Children and Young People who have used the service at the Secure Establishment.

5.2.03 The Supplier shall have a quality assurance (QA) system in place for the Service and processes shall be in place which engage and support all Supplier's Staff in improving practices. The Supplier shall ensure its quality assurance system includes self-monitoring and internal reporting of the quality of services delivered including performance checks, frequency and scope. It shall as a minimum demonstrate:

- the requirements of this Schedule;
- Produce an annual plan detailing how and when QA reviews/audits will be conducted; and
- demonstrate the frequency in which the QA system will be reviewed.

5.2.04 The Supplier shall provide detailed information to the Authority about the annual plan, any issues identified by the QA system, its associated audit processes and response plans.

5.2.05 The Supplier shall develop a framework for the quality management of the service including:

- data collection and analysis;
- monitoring and evaluation which is both practical and informative; and



- the views of Children and Young People.

## **Section 6: Contract Management and Monitoring Services**

### **Purpose**

**6. The Service is effectively monitored and Management Information is provided to the Authority in a timely fashion.**

### **Outcomes**

6.1 Children and Young People are recipients of a quality service that is continuously improved and maintained.

6.2 Effective information gathering, sharing and information management.

### **Operational Requirements**

**6.1 Children and Young People are recipients of a quality service that is continuously improved and maintained.**

6.1.1 The Authority seeks assurance that the Service is being delivered in accordance with the Authority's requirements. Performance reviews shall form part of the Authority's regular contractual management and monitoring function.

6.1.2 The Supplier shall facilitate and engage with such performance reviews by providing the Management Information due as stipulated at section 4 of Schedule 7 as well as participating in the Contract Review Meetings as stipulated at section 1.5.04 of this Schedule 1 and supported by the provision of quarterly contract management reports detailed at Schedule 7 section 4.1(b).

#### Complaints in relation to the Advocacy Service

6.1.3 The Supplier shall ensure it has a confidential Complaints process in place detailing how the procedure can be accessed and the expected timescales for responses.

6.1.4 The Complaints process shall:

- be publicised to Children and Young People and staff in each Secure Establishment to allow Children and Young People, members of staff and external agencies to make complaints about the Advocacy Service or staff
- be accessible through a variety of ways and the information provided should be available in a number of formats and languages as well as consider any additional needs Children and Young People or others may have in accessing the complaints process
- allow for timely and appropriate replies to be made to the complainant and for any lessons learned to be assessed and implemented.

6.1.5 The Supplier shall regularly review complaints received to identify any emerging themes and develop plans to improve the service.

**6.2 Effective information gathering, sharing and information management.**Monthly Data Collection

6.2.1 The Supplier shall provide monthly data on the Service provided at each Secure Establishment, to be submitted to the Authority by the tenth (10) Working Day after the end of the month.

Quarterly Contract Management reports

6.2.2 The Supplier shall provide quarterly reports on the delivery of the service, which will include a monthly data report on each Secure Establishment, in accordance with Schedule 7 section 4. The reports should highlight contractual performance, thematic issues, trends and feedback from Children and Young People. These reports will be submitted to the Authority by the twentieth (20) Working Day after the end of the Performance Quarter. Where appropriate, the Supplier will work with the Authority and the Secure Establishment and other stakeholders to explore and promote solutions to any thematic or systemic issues. The template which must be completed for reports is included in Schedule 7 Annex B.

Annual Reports

6.2.3 The Supplier shall be required to provide an annual report detailing an overview of the service it provides both regionally and at establishment level, highlighting any key thematic issues or trends. In addition, it will detail the annual service delivery plan for the coming year. A draft report will be submitted to the Authority within six weeks after the end of the financial year, and a final report, based on feedback from the Authority, will be submitted within three months after the end of the financial year.

Information Management

6.2.4 The Supplier shall share information with the Authority in a timely manner with regard to press releases, official communications and other media activities regarding the Service.





## SCHEDULE 2 – PAYMENT MECHANISM







## CONTENTS

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## 1. Definitions and Interpretations

Refer to Terms and Conditions.

## 2. Monthly Contract Price

The Monthly Contract Price shall be the only charge payable by the Authority in respect of the Service and the performance by the Supplier of all other obligations under this Contract.

### 2.1 Monthly Payment (MP)

- (A) The monthly amount payable to the Supplier in respect of the Contract Price for the Services (the "**Monthly Payment**") shall be calculated as follows:

$MP = MCP - CDIFR$  where:

MCP = the Monthly Contract Price;

CDIFR = Financial Remedy relating to Contract Delivery Indicators' breach

The Contract Delivery Indicators are as detailed in **paragraph 2.5 Schedule 2 (Payment Mechanism)**.

- (B) The first Monthly Payment shall cover the period from the Service Commencement Date to the end of the calendar month (31<sup>st</sup> January 2019).

### 2.2 Monthly Contract Price (MCP)

The Monthly Contract Price shall be calculated as follows:

$MCP = FP + MFP$  where:

FP = the Fixed Payment, as set out in paragraph 2.3 of this **Schedule 2 (Payment Mechanism)**;

MFP = the Management Fee Payment, as set out in paragraph 2.4 of this **Schedule 2 (Payment Mechanism)**.





### 2.3 Fixed Payment (FP)

- (C) The Fixed Payment shall cover the Supplier's delivery of the Service under this Contract – including as appropriate management overheads, central operations and administration staff, ICT, premises, insurance, staff and staff related costs and other cost items included in the Fixed Cost Table in the Cost Model Summary Sheet in Appendix A: Cost Model of this **Schedule 2 (Payment Mechanism)**.
- (D) The Fixed Payment for each Month in each Contract Year shall be as set out in the table in paragraph 0 of this **Schedule 2 (Payment Mechanism)**.
- (E) Not used
- (F) This Fixed Payment shall be subject to change in accordance with paragraph 7 of this **Schedule 2 (Payment Mechanism)**.

### 2.4 Management Fee Payment (MFP)

- (G) The Management Fee Payment shall cover the Supplier's profit and the payment for any operational and performance risk provision included in the Management Fee Table in the Cost Model Summary Sheet in Appendix A: Cost Model of this **Schedule 2 (Payment Mechanism)**.
- (H) The Management Fee Payment for each Month in each Contract Year shall be as set out in the table in paragraph 0 of this **Schedule 2 (Payment Mechanism)**.
- (I) Not used
- (J) This Management Fee Payment shall be subject to change in accordance with paragraph 7 of this **Schedule 2 (Payment Mechanism)**.

### 2.5 Contract Delivery Indicators

Where, pursuant to **Schedule 7 (Performance Mechanism)** a CDI Financial Remedy of performance points applies, the Supplier shall apply a credit against the invoice for the Monthly Contract Price for the Month following the relevant Quarterly Contract Management Report in accordance with this **Schedule 2 (Payment Mechanism)**.

## 3. Mobilisation and Transition





### 3.1 Mobilisation and Transition Payment

Should there be any Mobilisation and Transition Payment it shall be calculated as follows:

$$\text{MTP} = \text{MobP} + \text{TransP} + \text{RedP}$$

where:

MTP	=	the Mobilisation and Transition Payment;
MobP	=	the Mobilisation Payment;
TransP	=	the Transition Payment;

### 3.2 Mobilisation Payment and Transition Payment

- (K) The Mobilisation Payment shall cover the Supplier's costs in mobilising the Services, including, training, recruitment, equipment, mobilisation staff costs and any mobilisation risk pricing included in the Mobilisation Cost Table in the Cost Model Summary Sheet in Appendix A: Cost Model of this **Schedule 2 (Payment Mechanism)**.
- (L) The Transition Payment shall cover the Supplier's costs of transition from the Services Commencement Date in accordance with the Mobilisation Plan, including training, recruitment, equipment, transition team staff and any transition risk pricing included in the Transition Cost Table in the Cost Model Summary Sheet in Appendix A: Cost Model of this **Schedule 2 (Payment Mechanism)**.
- (M) The Mobilisation Payment and the Transition Payment shall be as set out in the tables in paragraph 0 of this **Schedule 2 (Payment Mechanism)**.
- (N) Should there be any Mobilisation and Transition costs the upfront payment shall be agreed at contract award and shall be paid as follows:
- (1) the Supplier shall submit valid invoices for the Upfront Mobilisation Payment and Upfront Transition Payment in accordance with paragraphs 5.3 and 0 of this Schedule 2 (Payment Mechanism).





## 4. Indexation

4.1 No indexation will apply under any element of this contract as Barnardo's winning bid was not including indexation and they will be absorbing such costs. Therefore, all indexation mechanisms have been removed from this contract.

## 5. Invoicing and Payment

5.1 The Supplier shall submit to the Authority a Valid Monthly Invoice setting out individually the following items (A) – (D) below in the template set out in Appendix B, as follows:

- (O) the Fixed Payment (FP);
- (P) the Management Fee Payment (MFP);
- (Q) the CDI Financial Remedy credit (CDIFR); and
- (R) the Mobilisation and Transition Payment (MTP) in respect of the relevant months.

5.2 For the Fixed Payment and the Management Fee Payment the Supplier shall submit its accurate Valid Monthly Invoice for the amounts shown in paragraph 6 of this Schedule 2 to the Authority no earlier than 10 Business Days after the end of the Month of actual service provision.

5.3 For the Upfront Mobilisation Payment, the Supplier shall submit a valid invoice no earlier than 5 Business Days after the end of the first month following the Services Commencement Date.

5.4 For the Upfront Transition Payment the Supplier shall submit a valid invoice 10 Business Days prior to the end of the seventh month (where the end of the seventh month is) following the Commencement Date.

5.5 Invoices may not be dated any earlier than the last day of the Month of actual Service provision and the date the Authority receives the invoice, or the invoice's actual date, shall be the binding date that determines payment, whichever is the later.

## 6. Prices

### 6.1 Fixed Payment (FP)



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The Fixed Payment for each Month in each Contract Year shall be as set out below (each price year the FP will be the bidder's submitted annual cost divided by 12):

	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Fixed Payment (FP)					

## 6.2 Management Fee Payment (MFP)

The Management Fee Payment for each Month in each Contract Year shall be as set out below (each price year the MFP will be the bidder's submitted annual cost divided by 12)

	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Management Fee Payment (MFP)					

## 6.3 Mobilisation Payment (MobP) and Transition Payment (TransP)

The payment for the individual cost items that make up the Mobilisation Payment (MobP) and the Transition Payment (TransP) shall be as set out in the tables below:

Mobilisation Payment (MobP)	Fixed Payment
Training	
Recruitment	
Equipment	
Mobilisation Team Staff	
Mobilisation Risk	
Other mobilisation costs --	
<b>TOTAL</b>	





Transition Payment (TransP)	Fixed Payment
Training	
Recruitment	
Equipment	
Transition Team Staff	
Transition Risk Payment	
<b>TOTAL</b>	

## 7. Change Mechanism

### 7.1 Establishment Service Cessation Deduction

The Fixed Payment and the Management Fee Payment shall be subject to reduction in accordance with **clause C5 (Establishment Service Cessation Deduction)**.







## Appendix A: Cost Model

[REDACTED]

## Appendix B: Valid Monthly Invoice template

[REDACTED]





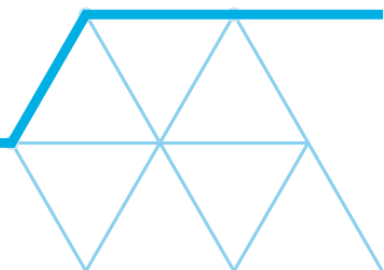
## SCHEDULE 3 – CHANGE CONTROL

In accordance with Clause F4 of the Contract, annexed to this Schedule are the templates to be used by either Party to request and execute changes to the contract:



NOC Template.docx

- Change Request Form
- Contract Change Notice



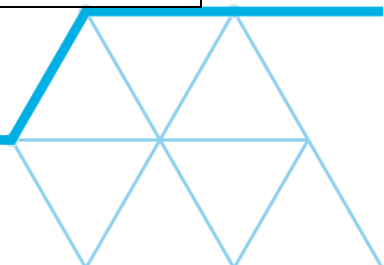


### Change Request Form

(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")**





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(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>  The Secretary of State for Justice  and  [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>  [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 Secretary of State for Justice</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 4 – 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 E5 (Freedom of Information).
- 2 In this Schedule 4 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 4 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 COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY





## **SCHEDULE 5 – NOT USED**





## SCHEDULE 6 – INFORMATION ASSURANCE & SECURITY

### 1. GENERAL

- 1.1 This Schedule 6 sets out the obligations of the Parties in relation to information assurance and security, including those which the Supplier must comply with in delivering the Services under the Contract.
- 1.2 The Parties acknowledge that the purpose of the ISMS and Security Plan is to ensure a robust organisational approach to information assurance and security under which the specific requirements of the Contract will be met.
- 1.3 The Parties shall each appoint and/or identify a board level individual or equivalent who has overall responsibility for information assurance and security, including personnel security and information risk. The individual appointed by the Supplier, who is the Chief Security Officer, Chief Information Officer, Chief Technical Officer or equivalent and is responsible for compliance with the ISMS, is identified as Key Personnel) and the provisions of clause B4 apply in relation to that person.
- 1.4 The Supplier shall act in accordance with Good Industry Practice in the day to day operation of any system which is used for the storage of Information Assets and/or the storage, processing or management of Authority Data and/or that could directly or indirectly affect Information Assets and/or Authority Data.
- 1.5 The Supplier shall ensure that an information security policy is in place in respect of the operation of its organisation and systems, which shall reflect relevant control objectives for the Supplier System, including those specified in the ISO27002 control set or equivalent, unless otherwise agreed by the Authority. The Supplier shall, upon request, provide a copy of this policy to the Authority as soon as reasonably practicable. The Supplier shall maintain and keep such policy updated and provide clear evidence of this as part of its Security Plan.
- 1.6 The Supplier acknowledges that a compromise of Information Assets and/or Authority Data represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties. The Supplier shall provide clear evidence of regular communication with the Authority in relation to information risk as part of its Security Plan.

### 2. INFORMATION SECURITY MANAGEMENT SYSTEM

- 2.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority a proposed ISMS which:
- 2.1.1 has been tested; and
- 2.1.2 complies with the requirements of paragraphs 2.2 and 2.3.
- 2.2 The Supplier shall at all times ensure that the level of security, include cyber security, provided by the ISMS is sufficient to protect the confidentiality, integrity and availability of Information Assets and Authority Data used in the provision of the Services and to provide robust risk management.
- 2.3 The Supplier shall implement, operate and maintain an ISMS which shall:
- 2.3.1 protect all aspects of and processes of Information Assets and Authority Data, including where these are held on the ICT Environment (to the extent that this is under the control of the Supplier);

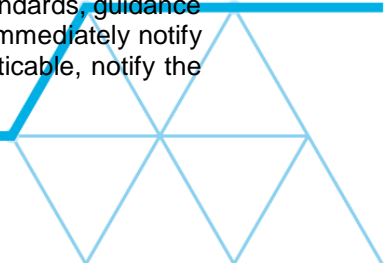






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- 2.3.2 be aligned to and compliant with the relevant standards in ISO/IEC 27001: 2013 or equivalent and the Certification Requirements in accordance with paragraph 5 unless otherwise Approved;
- 2.3.3 provide a level of security which ensures that the ISMS and the Supplier System:
  - 2.3.3.1 meet the requirements in the Contract;
  - 2.3.3.2 are in accordance with applicable Law;
  - 2.3.3.3 demonstrate Good Industry Practice, including the Government's 10 Steps to Cyber Security, currently available at:  
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>;
  - 2.3.3.4 comply with the Security Policy Framework and any other relevant Government security standards;
  - 2.3.3.5 comply with the Baseline Security Requirements;
  - 2.3.3.6 comply with the Authority's policies, including, where applicable, the Authority's Information Assurance Policy in PSI 24/2014;
- 2.3.4 address any issues of incompatibility with the Supplier's organisational security policies;
- 2.3.5 address any specific security threats of immediate relevance to Information Assets and/or Authority Data;
- 2.3.6 document:
  - 2.3.6.1 the security incident management processes, including reporting, recording and management of information risk incidents, including those relating to the ICT Environment (to the extent that this is within the control of the Supplier) and the loss of protected Personal Data, and the procedures for reducing and raising awareness of information risk;
  - 2.3.6.2 incident response plans, including the role of nominated security incident response companies; and
  - 2.3.6.3 the vulnerability management policy, including processes for identification of system vulnerabilities and assessment of the potential effect on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing and application of security patches and the reporting and audit mechanism detailing the efficacy of the patching policy;
- 2.3.7 include procedures for the secure destruction of Information Assets and Authority Data and any hardware or devices on which such information or data is stored; and
- 2.3.8 be certified by (or by a person with the direct delegated authority of) the Supplier's representative appointed and/or identified in accordance with paragraph 1.3.
- 2.4 If the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies notified to the Supplier from time to time, the Supplier shall immediately notify the Authority of such inconsistency and the Authority shall, as soon as practicable, notify the Supplier of the provision that takes precedence.





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- 2.5 The Supplier shall, upon request from the Authority or any accreditor appointed by the Authority, provide sufficient design documentation detailing the security architecture of its ISMS to support the Authority's and/or accreditor's assurance that it is appropriate, secure and complies with the Authority's requirements.
- 2.6 The Authority shall review the proposed ISMS submitted pursuant to paragraph 2.1 and shall, within 10 Business Days of its receipt notify the Supplier as to whether it has been approved.
- 2.7 If the ISMS is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.
- 2.8 If the ISMS is not Approved, the Supplier shall amend it within 10 Business Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall, within a further 10 Working Days notify the Supplier whether the amended ISMS has been approved. The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with clause 11 (Dispute Resolution).
- 2.9 Approval of the ISMS or any change to it shall not relieve the Supplier of its obligations under this Schedule 6.
- 2.10 The Supplier shall provide to the Authority, upon request, any or all ISMS documents.

### 3. SECURITY PLAN

- 3.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority for approval a Security Plan which complies with paragraph 3.2.
- 3.2 The Supplier shall effectively implement the Security Plan which shall:
- 3.2.1 comply with the Baseline Security Requirements;
- 3.2.2 identify the organisational roles for those responsible for ensuring the Supplier's compliance with this Schedule 6;
- 3.2.3 detail the process for managing any security risks from those with access to Information Assets and/or Authority Data, including where these are held in the ICT Environment;
- 3.2.4 set out the security measures and procedures to be implemented by the Supplier, which are sufficient to ensure compliance with the provisions of this Schedule 6;
- 3.2.5 set out plans for transition from the information security arrangements in place at the Commencement Date to those incorporated in the ISMS;
- 3.2.6 set out the scope of the Authority System that is under the control of the Supplier;
- 3.2.7 be structured in accordance with ISO/IEC 27001: 2013 or equivalent unless otherwise Approved;
- 3.2.8 be written in plain language which is readily comprehensible to all Staff and to Authority personnel engaged in the Services and reference only those documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 6; and



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- 3.2.9 comply with the Security Policy Framework and any other relevant Government security standards.
- 3.3 The Authority shall review the Security Plan submitted pursuant to paragraph 3.1 and notify the Supplier, within 10 Business Days of receipt, whether it has been approved.
- 3.4 If the Security Plan is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.
- 3.5 If the Security Plan is not Approved, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall notify the Supplier within a further 10 Business Days whether it has been approved.
- 3.6 The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter shall be resolved in accordance with clause 11 (Dispute Resolution).
- 3.7 Approval by the Authority of the Security Plan pursuant to paragraph 3.3 or of any change to the Security Plan shall not relieve the Supplier of its obligations under this Schedule 6.

#### **4. REVISION OF THE ISMS AND SECURITY PLAN**

- 4.1 The ISMS and Security Plan shall be reviewed in full and tested by the Supplier at least annually throughout the Term (or more often where there is a significant change to the Supplier System or associated processes or where an actual or potential Breach of Security or weakness is identified) to consider and take account of:
- 4.1.1 any issues in implementing the Security Policy Framework and/or managing information risk;
- 4.1.2 emerging changes in Good Industry Practice;
- 4.1.3 any proposed or actual change to the ICT Environment and/or associated processes;
- 4.1.4 any new perceived, potential or actual security risks or vulnerabilities;
- 4.1.5 any ISO27001: 2013 audit report or equivalent produced in connection with the Certification Requirements which indicates concerns; and
- 4.1.6 any reasonable change in security requirements requested by the Authority.
- 4.2 The Supplier shall give the Authority the results of such reviews as soon as reasonably practicable after their completion, which shall include without limitation:
- 4.2.1 suggested improvements to the effectiveness of the ISMS, including controls;
- 4.2.2 updates to risk assessments; and
- 4.2.3 proposed modifications to respond to events that may affect the ISMS, including the security incident management processes, incident response plans and general procedures and controls that affect information security.
- 4.3 Following the review in accordance with paragraphs 4.1 and 4.2 or at the Authority's request, the Supplier shall give the Authority at no additional cost a draft updated ISMS and/or



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Security Plan which includes any changes the Supplier proposes to make to the ISMS or Security Plan. The updated ISMS and/or Security Plan shall, unless otherwise agreed by the Authority, be subject to clause F4 (Change) and shall not be implemented until Approved.

- 4.4 If the Authority requires any updated ISMS and/or Security Plan to be implemented within shorter timescales than those set out in clause F4, the Parties shall thereafter follow clause F4 for the purposes of formalising and documenting the relevant change for the purposes of the Contract.

## 5. CERTIFICATION REQUIREMENTS

- 5.1 The Supplier shall ensure that any systems, including the ICT Environment, on which Information Assets and Authority Data are stored and/or processed are certified as compliant with:

- 5.1.1 ISO/IEC 27001:2013 or equivalent by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and
- 5.1.2 the Government's Cyber Essentials Scheme at the BASIC level unless otherwise agreed with the Authority and shall provide the Authority with evidence:
- 5.1.3 of certification before the Supplier accessed the ICT Environment and receives, stores, processes or manages any Authority Data; and
- 5.1.4 that such certification remains valid and is kept up to date while the Supplier(as applicable) continues to access the ICT Environment and receives, stores, processes or manages any Authority Data during the Term.

- 5.2 The Supplier shall ensure that it:

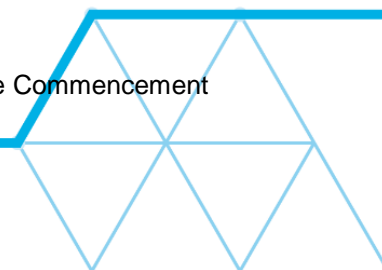
- 5.2.1 carries out any secure destruction of Information Assets and/or Authority Data at Supplier sites which are included within the scope of an existing certificate of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and
- 5.2.2 is certified as compliant with the CESG Assured Service (CAS) Service Requirement Sanitisation Standard or equivalent unless otherwise Approved and the Supplier shall provide the Authority with evidence of its compliance with the requirements set out in this paragraph 5.2 before the Supplier may carry out the secure destruction of any Information Assets and/or Authority Data.

- 5.3 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier ceases to be compliant with the certification requirements in paragraph 5.1 and, on request from the Authority, shall:

- 5.3.1 immediately cease access to and use of Information Assets and/or Authority Data; and
- 5.3.2 promptly return, destroy and/or erase any Authority Data in accordance with the Baseline Security Requirements and failure to comply with this obligation is a material Default.

## 6. SECURITY TESTING

- 6.1 The Supplier shall, at its own cost, carry out relevant Security Tests from the Commencement Date and throughout the Term, which shall include:





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6.1.1 an annual independent vulnerability scan and assessment of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held;

6.1.2 an annual IT Health Check by an independent CHECK qualified company of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held and any additional IT Health Checks required by the Authority and/or any accreditor;

6.1.3 an assessment as soon as reasonably practicable following receipt by the Supplier of a critical vulnerability alert from a provider of any software or other component of the Supplier System and/or any other system under the control of the Supplier on which Information Assets and/or Authority Data are held; an

6.1.4 such other tests as are required:

6.1.4.1 by any Vulnerability Correction Plans;

6.1.4.2 by ISO/IEC 27001:2013 certification requirements or equivalent Approved;

6.1.4.3 after any significant architectural changes to the ICT Environment;

6.1.4.4 after a change to the ISMS (including security incident management processes and incident response plans) or the Security Plan; and

6.1.4.5 following a Breach of Security.

6.2 In relation to each IT Health Check, the Supplier shall:

6.2.1 agree with the Authority the aim and scope of the IT Health Check;

6.2.2 promptly, following receipt of each IT Health Check report, give the Authority a copy of the IT Health Check report;

6.2.3 in the event that the IT Health Check report identifies any vulnerabilities:

6.2.3.1 prepare a Vulnerability Correction Plan for Approval which sets out in respect of each such vulnerability:

6.2.3.1.1 how the vulnerability will be remedied;

6.2.3.1.2 the date by which the vulnerability will be remedied;

6.2.3.1.3 the tests which the Supplier shall perform or procure to be performed (which may, at the Authority's discretion, include a further IT Health Check) to confirm that the vulnerability has been remedied;

6.2.3.2 comply with the Vulnerability Correction Plan; and

6.2.3.3 conduct such further Security Tests as are required by the Vulnerability Correction Plan.

6.3 Security Tests shall be designed and implemented by the Supplier so as to minimise any adverse effect on the Services and the date, timing, content and conduct of Security Tests shall be agreed in advance with the Authority.





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- 6.4 The Authority may send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Authority with the results of Security Tests (in a form to be Approved) as soon as practicable and in any event within 5 Working Days after completion of each Security Test.
- 6.5 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority and/or its authorised representatives, including any accreditor, may at any time to carry out Security Tests (including penetration tests) as it may deem necessary as part of any accreditation process and/or to verify the Supplier's compliance with the ISMS and the Security Plan:
- 6.5.1 upon giving reasonable notice to the Supplier where reasonably practicable to do so; and
- 6.5.2 without giving notice to the Supplier where, in the Authority's view, the provision of such notice may undermine the Security Tests to be carried out
- and, where applicable, the Authority shall be granted access to the Supplier's premises for the purpose of undertaking the relevant Security Tests.
- 6.6 If the Authority carries out Security Tests in accordance with paragraphs 6.5.1 or 6.5.2, the Authority shall (unless there is any reason to withhold such information) notify the Supplier of the results of the Security Tests as soon as possible and in any event within 5 Working Days after completion of each Security Test.
- 6.7 If any Security Test carried out pursuant to paragraphs 6.1 or 6.4 reveals any:
- 6.7.1 vulnerabilities during any accreditation process, the Supplier shall track and resolve them effectively; and
- 6.7.2 actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Authority of any proposed changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or to the ISMS and/or to the Security Plan (and the implementation thereof) which the Supplier intends to make in order to correct such failure or weakness. Subject to Approval and paragraphs 4.3 and 4.4, the Supplier shall implement such changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or the ISMS and/or the Security Plan and repeat the relevant Security Tests in accordance with an Approved timetable or, otherwise, as soon as reasonably practicable.
- 6.8 If the Authority unreasonably withholds its approval to the implementation of any changes to the ICT Environment and/or to the ISMS and/or to the Security Plan proposed by the Supplier in accordance with paragraph 6.7, the Supplier is not in breach of the Contract to the extent that it can be shown that such breach:
- 6.8.1 has arisen as a direct result of the Authority unreasonably withholding Approval to the implementation of such proposed changes; and
- 6.8.2 would have been avoided had the Authority Approved the implementation of such proposed changes.
- 6.9 If a change to the ISMS or Security Plan is to address any non-compliance with ISO/IEC 27001:2013 requirements or equivalent, the Baseline Security Requirements or any obligations in the Contract, the Supplier shall implement such change at its own cost and expense.





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6.10 If any repeat Security Test carried out pursuant to paragraph 6.7 reveals an actual or potential breach of security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default.

6.11 On each anniversary of the Commencement Date, the Supplier shall provide to the Authority a letter from the individual appointed or identified in accordance with paragraph 1.3 confirming that having made due and careful enquiry:

6.11.1 the Supplier has in the previous year carried out all Security Tests in accordance with this Schedule 6 and has complied with all procedures in relation to security matters required under the Contract; and

6.11.2 the Supplier is confident that its security and risk mitigation procedures in relation to Information Assets and Authority Data remain effective.

## 7. SECURITY AUDITS AND COMPLIANCE

7.1 The Authority and its authorised representatives may carry out security audits as it reasonably considers necessary in order to ensure that the ISMS is compliant with the principles and practices of ISO 27001: 2013 or equivalent (unless otherwise Approved), the requirements of this Schedule 6 and the Baseline Security Requirements.

7.2 If ISO/IEC 27001: 2013 certification or equivalent is provided; the ISMS shall be independently audited in accordance with ISO/IEC 27001: 2013 or equivalent. The Authority and its authorised representatives shall, where applicable, be granted access to the Supplier Sites and Sub-contractor premises for this purpose.

7.3 If, on the basis of evidence resulting from such audits, it is the Authority's reasonable opinion that ISMS is not compliant with any applicable principles and practices of ISO/IEC 27001: 2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements is not being achieved by the Supplier, the Authority shall notify the Supplier of this and provide a reasonable period of time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) for the Supplier to implement any necessary remedy. If the Supplier does not ensure that the ISMS is compliant within this period of time, the Authority may obtain an independent audit of the ISMS to assess compliance (in whole or in part).

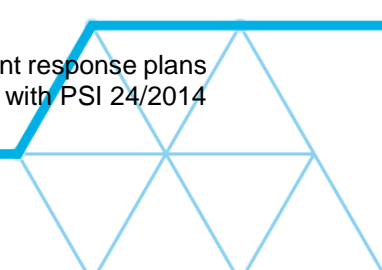
7.4 If, as a result of any such independent audit as described in paragraph 7.3 the Supplier is found to be non-compliant with any applicable principles and practices of ISO/IEC 27001:2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements the Supplier shall, at its own cost, undertake those actions that are required in order to ensure that the ISMS is compliant and shall reimburse the Authority in full in respect of the costs obtaining such an audit.

## 8. SECURITY RISKS AND BREACHES

8.1 The Supplier shall use its reasonable endeavours to prevent any Breach of Security for any reason, including as a result of malicious, accidental or inadvertent behaviour.

8.2 If either Party becomes aware of a Breach of Security or an attempted Breach of Security it shall act in accordance with the agreed security incident management processes and incident response plans as set out in the ISMS.

8.3 Without prejudice to the security incident management processes and incident response plans set out in the ISMS and any requirements to report incidents in accordance with PSI 24/2014







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if applicable, upon becoming aware of any Breach of Security or attempted Breach of Security, the Supplier shall:

8.3.1 immediately notify the Authority and take all reasonable steps (which shall include any action or changes reasonably required by the Authority) that are necessary to:

8.3.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;

8.3.1.2 remedy any Breach of Security to the extent that is possible and protect the integrity of the ICT Environment (to the extent that this is within its control) and ISMS against any such Breach of Security or attempted Breach of Security;

8.3.1.3 mitigate against a Breach of Security or attempted Breach of Security; and

8.3.1.4 prevent a further Breach of Security or attempted Breach of Security in the future resulting from the same root cause failure;

8.3.2 provide to the Authority and/or the Computer Emergency Response Team for UK Government ("**GovCertUK**") or equivalent any data that is requested relating to the Breach of Security or attempted Breach of Security within 2 Working Days of such request; and

8.3.3 as soon as reasonably practicable and, in any event, within 2 Working Days following the Breach of Security or attempted Breach of Security, provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis if required by the Authority

and the Supplier recognises that the Authority may report significant actual or potential losses of Personal Data to the Information Commissioner or equivalent and to the Cabinet Office.

8.4 If any action is taken by the Supplier in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance of the ISMS with any ISO/IEC 27001: 2013 requirements or equivalent (as applicable), the Baseline Security Requirements and/or the requirements of this Schedule 6, any such action and change to the ISMS and/or Security Plan as a result shall be implemented at the Supplier's cost.

## IT Environment

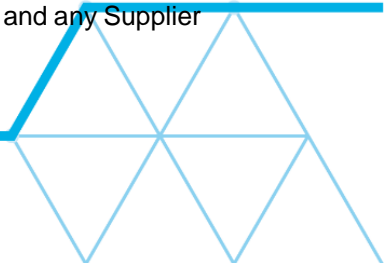
8.5 The Supplier shall ensure that the Supplier System:

8.5.1 functions in accordance with Good Industry Practice for protecting external connections to the internet;

8.5.2 functions in accordance with Good Industry Practice for protection from malicious code;

8.5.3 provides controls to securely manage (store and propagate) all cryptographic keys to prevent malicious entities and services gaining access to them, in line with the Authority's Cryptographic Policy as made available to the Supplier from time to time;

8.5.4 is patched (and all of its components are patched) in line with Good Industry Practice, any Authority patching policy currently in effect and notified to the Supplier and any Supplier patch policy that is agreed with the Authority; and





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8.5.5 uses the latest versions of anti-virus definitions, firmware and software available from industry accepted anti-virus software vendors.

8.6 Notwithstanding paragraph 8.5, if a Breach of Security is detected in the ICT Environment, the Parties shall co-operate to reduce the effect of the Breach of Security and, if the Breach of Security causes loss of operational efficiency or loss or corruption of Information Assets and/or Authority Data, assist each other to mitigate any losses and to recover and restore such Information Assets and Authority Data.

8.7 All costs arising out of the actions taken by the Parties in compliance with paragraphs 8.2, 8.3 and 8.6 shall be borne by:

8.7.1 the Supplier if the Breach of Security originates from the defeat of the Supplier's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Supplier or its Sub-contractor; or

8.7.2 the Authority if the Breach of Security originates from the defeat of the Authority's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Authority

and each Party shall bear its own costs in all other cases.

## 9. VULNERABILITIES AND CORRECTIVE ACTION

9.1 The Parties acknowledge that from time to time vulnerabilities in the ICT Environment and ISMS will be discovered which, unless mitigated, will present an unacceptable risk to Information Assets and/or Authority Data.

9.2 The severity of any vulnerabilities shall be categorised by the Supplier as '*Critical*', '*Important*' and '*Other*' according to the agreed method in the ISMS and using any appropriate vulnerability scoring systems.

9.3 The Supplier shall procure the application of security patches to vulnerabilities categorised as '*Critical*' within 7 days of public release, vulnerabilities categorised as '*Important*' within 30 days of public release and vulnerabilities categorised as '*Other*' within 60 days of public release, except where:

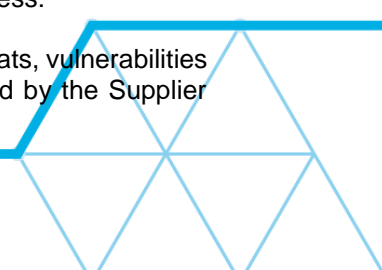
9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of the Services being provided, including where it resides in a software component which is not being used, provided that, where those vulnerabilities become exploitable, they are remedied by the Supplier within the timescales in paragraph 9.3;

9.3.2 the application of a security patch in respect of a vulnerability categorised as '*Critical*' or '*Important*' adversely affects the Supplier's ability to deliver the Services, in which case the Supplier shall be granted an extension to the timescales in paragraph 9.3 of 5 days, provided that the Supplier continues to follow any security patch test plan agreed with the Authority; or

9.3.3 the Authority agrees a different timescale after consultation with the Supplier in accordance with the processes defined in the ISMS.

9.4 The ISMS and the Security Plan shall include provision for the Supplier to upgrade software throughout the Term within 6 months of the release of the latest version unless:

9.4.1 upgrading such software reduces the level of mitigation for known threats, vulnerabilities or exploitation techniques, provided always that such software is upgraded by the Supplier within 12 months of release of the latest version; or





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9.4.2 otherwise agreed with the Authority in writing.

9.5 The Supplier shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information provided by GovCertUK, or any other competent central Government Body;

9.5.2 ensure that the ICT Environment (to the extent that this is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure that it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment (to the extent that this is within the control of the Supplier) by actively monitoring the threat landscape during the Term;

9.5.4 pro-actively scan the ICT Environment (to the extent that this is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS;

9.5.5 from the Commencement Date and within 5 Working Days of the end of each subsequent month during the Term provide a report to the Authority detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that this is within the control of the Supplier) and any elapsed time between the public release date of patches and either the time of application or, for outstanding vulnerabilities, the time of issue of such report;

9.5.6 propose interim mitigation measures in respect of any vulnerabilities in the ICT Environment (to the extent this is within the control of the Supplier) known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are no longer needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment to the extent this is within the control of the Supplier); and

9.5.8 inform the Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment (to the extent this is within the control of the Supplier) and provide initial indications of possible mitigations

9.6 If the Supplier is unlikely to be able to mitigate any vulnerability within the timescales in paragraph 9.3, the Supplier shall notify the Authority immediately.

9.7 Any failure by the Supplier to comply with paragraph 9.3 shall constitute a material Default.

## 10. SUB-CONTRACTS

10.1 The Supplier shall ensure that all Sub-Contracts with Sub-Contractors who have access to Information Assets and/or Authority Data contain equivalent provisions in relation to information assurance and security that are no less onerous than those imposed on the Supplier under the Contract.





## ANNEX 1 – BASELINE SECURITY REQUIREMENTS

### 1 Security Classifications and Controls

- 1.1 The Supplier shall, unless otherwise Approved in accordance with paragraph 6.2 of this Annexe 1, only have access to and handle Information Assets and Authority Data that are classified under the Government Security Classifications Scheme as OFFICIAL.
- 1.2 There may be a specific requirement for the Supplier in some instances on a limited 'need to know basis' to have access to and handle Information Assets and Authority Data that are classified as 'OFFICIAL-SENSITIVE.'
- 1.3 The Supplier shall apply the minimum-security controls required for OFFICIAL information and OFFICIAL-SENSITIVE information as described in Cabinet Office guidance, currently at:  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/251480/Government-Security-Classifications-April-2014.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf).
- 1.4 The Supplier shall be able to demonstrate to the Authority and any accreditor that it has taken into account the "Technical Controls Summary" for OFFICIAL (in the above guidance) in designing and implementing the security controls in the Supplier System, which shall be subject to assurance and accreditation to Government standards.
- 1.5 Additional controls may be required by the Authority and any accreditor where there are aspects of data aggregation.

### 2 End User Devices

- 2.1 Authority Data shall, wherever possible, be held and accessed on paper or in the ICT Environment on secure premises and not on removable media (including laptops, removable discs, CD-ROMs, USB memory sticks, PDAs and media card formats) without Approval. If Approval is sought to hold and access data by other means, the Supplier shall consider the second-best option and third best option below and record the reasons why a particular approach should be adopted when seeking Approval:
  - 2.1.1 second best option means: secure remote access so that data can be viewed or amended over the internet without being permanently stored on the remote device, using products meeting the FIPS 140-2 standard or equivalent, unless Approved;
  - 2.1.2 third best option means: secure transfer of Authority Data to a remote device at a secure site on which it will be permanently stored, in which case the Authority Data and any links to it shall be protected at least to the FIPS 140-2 standard or equivalent, unless otherwise Approved, and noting that protectively marked Authority Data must not be stored on privately owned devices unless they are protected in this way.
- 2.2 The right to transfer Authority Data to a remote device should be carefully considered and strictly limited to ensure that it is only provided where absolutely necessary and shall be subject to monitoring by the Supplier and Authority.
- 2.3 Unless otherwise Approved, when Authority Data resides on a mobile, removable or physically uncontrolled device, it shall be:
  - 2.3.1 the minimum amount that is necessary to achieve the intended purpose and should be anonymised if possible;
  - 2.3.2 stored in an encrypted form meeting the FIPS 140-2 standard or equivalent and using a product or system component which has been formally assured through a recognised



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certification process of CESG to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme ("CPA") or equivalent, unless otherwise Approved;

2.3.3 protected by an authentication mechanism, such as a password; and

2.3.4 have up to date software patches, anti-virus software and other applicable security controls to meet the requirements of this Schedule 6.

2.4 Devices used to access or manage Authority Data shall be under the management authority of the Supplier and have a minimum set of security policy configurations enforced. Unless otherwise Approved, all Supplier devices shall satisfy the security requirements set out in the CESG End User Devices Platform Security Guidance ("**CESG Guidance**") (<https://www.gov.uk/government/collections/end-user-devices-security-guidance--2>) or equivalent.

2.5 Where the CESG Guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. If the Supplier wishes to deviate from the CESG Guidance, this should be agreed in writing with the Authority on a case by case basis.

### 3 Data Storage, Processing, Management, Transfer and Destruction

3.1 The Parties recognise the need for Authority Data to be safeguarded and for compliance with the Data Protection Legislation. To that end, the Supplier shall inform the Authority the location within the United Kingdom where Authority Data is stored, processed and managed. The import and export of Authority Data from the Supplier System must be strictly controlled and recorded.

3.2 The Supplier shall inform the Authority of any changes to the location within the United Kingdom where Authority Data is stored, processed and managed and shall not transmit, store, process or manage Authority Data outside of the United Kingdom without Approval which shall not be unreasonably withheld or delayed provided that the transmission, storage, processing and management of Authority Data offshore is within:

3.2.1 the European Economic Area ("**EEA**") or

3.2.2 another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the European commission.

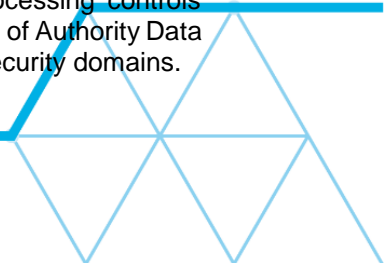
3.3 The Supplier System shall support the requirement of the Authority to comply with Government policy and Cabinet Office guidance on Offshoring, currently set out at:

<https://ogsirooffshoring.zendesk.com/hc/en-us/articles/203107991-HMG-sOffshoring-Policy>

by assessing, as required, any additional security risks associated with the storage, processing and/or transmission of any data and/or information offshore, including by an offshore Supplier (which may include the use of 'landed resources'), taking account of European Union requirements to confirm the 'adequacy' of protection of Personal Data in the countries where storage, processing and/or transmission occurs. No element of the Supplier System may be off-shored without Approval.

3.4 The Supplier shall ensure that the Supplier System provides internal processing controls between security domains to prevent the unauthorised high domain exporting of Authority Data to the low domain if there is a requirement to pass data between different security domains.

3.5 The Supplier shall ensure that any electronic transfer of Authority Data:



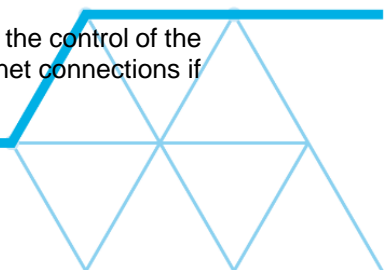


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- for
- 3.5.1 protects the confidentiality of the Authority during transfer through encryption suitable the impact level of the data;
  - 3.5.2 maintains the integrity of the Authority Data during both transfer and loading into the receiving system through suitable technical controls for the impact level of the data; and
  - 3.5.3 prevents the repudiation of receipt through accounting and auditing.
- 3.6 The Supplier shall:
- 3.6.1 protect Authority Data, including Personal Data, whose release or loss could cause harm or distress to individuals and ensure that this is handled as if it were confidential while it is stored and/or processed;
  - 3.6.2 ensure that any OFFICIAL-SENSITIVE information, including Personal Data is encrypted in transit and when at rest when stored away from the Supplier's controlled environment;
  - 3.6.3 on demand, provide the Authority with all Authority Data in an agreed open format;
  - 3.6.4 have documented processes to guarantee availability of Authority Data if it ceases to trade;
  - 3.6.5 securely destroy all media that has held Authority Data at the end of life of that media in accordance with any requirements in the Contract and, in the absence of any such requirements, in accordance with Good Industry Practice;
  - 3.6.6 securely erase any or all Authority Data held by the Supplier when requested to do so by the Authority;
  - 3.6.7 ensure that all material used for storage of Confidential Information is subject to controlled disposal and the Supplier shall:
    - 3.6.7.1 destroy paper records containing Personal Data by incineration, pulping or shredding so that reconstruction is unlikely; and
    - 3.6.7.2 dispose of electronic media that was used for the processing or storage of Personal Data through secure destruction, overwriting, erasure or degaussing for re-use.

## 4 Networking

- 4.1 Any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of Public Sector Network ("PSN") compliant encrypted networking services or equivalent unless none are available in which case the Supplier shall agree the solution with the Authority.
- 4.2 The Supplier shall ensure that the configuration and use of all networking equipment in relation to the provision of the Services, including equipment that is located in secure physical locations, shall be at least compliant with Good Industry Practice.
- 4.3 The Supplier shall ensure that the ICT Environment (to the extent this is within the control of the Supplier) contains controls to maintain separation between the PSN and internet connections if used.







## 5 Security Architectures

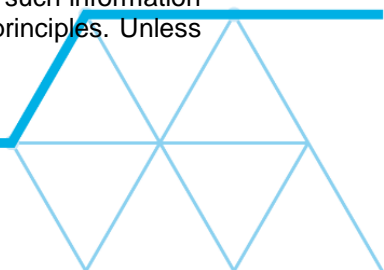
- 5.1 When designing and configuring the ICT Environment (to the extent that this is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or those with a CESG Certified Professional certification (<http://www.cesg.gov.uk/awarenesstraining/IA-certification/Pages/index.aspx>) or equivalent for all bespoke or complex components.
- 5.2 The Supplier shall provide to the Authority and any accreditor sufficient design documentation detailing the security architecture of the ICT Environment and data transfer mechanism to support the Authority's and any accreditor's assurance that this is appropriate, secure and compliant with the Authority's requirements.
- 5.3 The Supplier shall apply the '*principle of least privilege*' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of the ICT Environment used for the storage, processing and management of Authority Data. Users should only be granted the minimum necessary permissions to access Information Assets and Authority Data and must be automatically logged out of the Supplier System if an account or session is inactive for more than 15 minutes.

## 6 Digital Continuity

The Supplier shall ensure that each Information Asset is held in an appropriate format that is capable of being updated from time to time to enable the Information Asset to be retrieved, accessed, used and transferred to the Authority, including in accordance with any information handling procedures set out in PSI 24/2014 (Information Assurance) if applicable.

## 7 Personnel Vetting and Security

- 7.1 All Staff shall be subject to pre-employment checks that include, as a minimum, their employment history for at least the last 3 years, identity, unspent criminal convictions and right to work (including nationality and immigration status) and shall be vetted in accordance with:
- 7.1.1 the BPSS or BS7858 or equivalent; and
- 7.1.2 PSI 07/2014, if applicable, based on their level of access to Information Assets and/or Authority Data.
- 7.2 If the Authority agrees that it is necessary for any Staff to have logical or physical access to Information Assets and/or Authority Data classified at a higher level than OFFICIAL (such as that requiring 'SC' clearance), the Supplier shall obtain the specific Government clearances that are required for access to such Information Assets and/or Authority Data.
- 7.3 The Supplier shall prevent Staff who are unable to obtain the required security clearances from accessing Information Assets and/or Authority Data and/or the ICT Environment used to store, process and/or manage such Information Assets or Authority Data.
- 7.4 The Supplier shall procure that all Staff comply with the Security Policy Framework and principles, obligations and policy priorities stated therein, including requirements to manage and report all security risks in relation to the provision of the Services.
- 7.5 The Supplier shall ensure that Staff who can access Information Assets and/or Authority Data and/or the ICT Environment are aware of their responsibilities when handling such information and data and undergo regular training on secure information management principles. Unless otherwise Approved, this training must be undertaken annually.







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- 7.6 If the Supplier grants Staff access to Information Assets and/or Authority Data, those individuals shall be granted only such levels of access and permissions that are necessary for them to carry out their duties. Once Staff no longer require such levels of access or permissions or leave the organisation, their access rights shall be changed or revoked (as applicable) within one Working Day.

## 8 Identity, Authentication and Access Control

- 8.1 The Supplier shall operate a robust role-based access control regime, including network controls, to ensure all users and administrators of and those maintaining the ICT Environment are uniquely identified and authenticated when accessing or administering the ICT Environment to prevent unauthorised users from gaining access to Information Assets and/or Authority Data. Applying the '*principle of least privilege*', users and administrators and those responsible for maintenance shall be allowed access only to those parts of the ICT Environment they require. The Supplier shall retain an audit record of accesses and users and disclose this to the Authority upon request.
- 8.2 The Supplier shall ensure that Staff who use the Authority System actively confirm annually their acceptance of the Authority's acceptable use policy.

## 9 Physical Media

- 9.1 The Supplier shall ensure that all:
- 9.1.1 OFFICIAL information is afforded physical protection from internal, external and environmental threats commensurate with the value to the Authority of that information;
  - 9.1.2 physical components of the Supplier System are kept in secure accommodation which conforms to the Security Policy Framework and CESG standards and guidance or equivalent;
  - 9.1.3 physical media holding OFFICIAL information is handled in accordance with the Security Policy Framework and CESG standards and guidance or equivalent; and
  - 9.1.4 Information Assets and Authority Data held on paper are:
    - 9.1.4.1 kept secure at all times, locked away when not in use on the premises on which they are held and secured and are segregated if the Supplier is co-locating with the Authority; and
    - 9.1.4.2 only transferred by an approved secure form of transfer with confirmation of receipt obtained.

## 10 Audit and Monitoring

- 10.1 The Supplier shall implement effective monitoring of its information assurance and security obligations in accordance with Government standards and where appropriate, in accordance with CESG Good Practice Guide 13 – Protective Monitoring or equivalent.
- 10.2 The Supplier shall collect audit records which relate to security events in the ICT Environment (where this is within the control of the Supplier), including those that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness, such Supplier audit records shall include:
- 10.2.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent it is within the control of the Supplier). To the extent, the design of the ICT Environment allows, such logs



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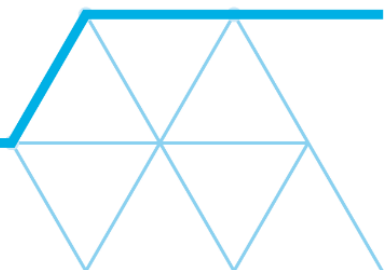
shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers;

- 10.2.2 regular reports and alerts giving details of access by users of the ICT Environment (to the extent that it is within the control of the Supplier) to enable the identification of changing access trends any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data; and
  - 10.2.3 security events generated in the ICT Environment (to the extent it is within the control of the Supplier) including account logon and logoff events, start and end of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 10.3 The Parties shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
  - 10.4 The Supplier shall retain audit records collected in compliance with paragraph 10.1 for at least 12 months.





## **SCHEDULE 7 – PERFORMANCE MECHANISM**





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## 1. **General Contract Definitions and Interpretations**

Refer to Terms and Conditions.

## 2. **Introduction**

In order for the Authority to assure itself of the performance of this contract, a range of different mechanisms, detailed in this Schedule 7, have been established for the Supplier to comply with.

The Supplier shall provide to the Authority performance information as detailed in this Schedule and under the Contract, together with any further performance information deemed necessary by the Authority.

Regardless of the information reporting detailed under the Contract and this Schedule 7, the Supplier shall provide a report immediately to the Authority detailing any issues of concern or matters which may become of ministerial interest or may have media interest upon becoming aware of such matters, or upon the Authority's request.

## 3. **Contract Delivery Indicators**

3.1 The Authority has identified a number of Contract Delivery Indicators ("CDIs"), listed at Annex A to this Schedule 7. The order in which the CDIs appear does not indicate relative priority.

3.2 The CDIs relate solely to the Supplier's performance in respect of the relevant obligations. Absence of a CDI for any other aspect of the Supplier's obligations under this Contract does not mean that the Supplier has no responsibility or liability for poor performance in those areas. Any poor performance gives rise to a requirement for improvement or Financial Remedy.

### **Contract Delivery Indicators Review**

3.3 The Authority may at any time, but no more than once in each year of the Contract, replace any CDI in this Schedule 7 with another CDI measure, on a reasonable like for like basis, so that the Performance Mechanism accruing for each single occurrence of the new CDI will be the same as the CDI being replaced.

3.5 The CDI will be reviewed in consultation between the Authority and Supplier prior to the end of the first year of the Contract and annually thereafter. The review shall aim to ensure that the CDIs reflect the Services to be delivered during the next year of the Contract and that they take into account any variations and/or changes to the Authority's policy, where appropriate, to ensure that a high standard of service is being provided. Any changes will be conducted in line with Schedule 3 (Change mechanism).

3.5 The review will aim to set reasonable and challenging targets for the Service using CDIs which reflect both the visions, goals and values adopted from time to time by the





Authority and the ability of Authority to properly establish that a high standard of Services is being provided.

#### **4. Performance Management Information**

4.1 In order for the Authority to be able to assure the performance of the Supplier against its obligations, management information reports and data as set out below are required:

- a) Monthly data returns, utilising the agreed reporting template found at Annex B will be provided for each secure establishment within ten (10) Working Days following the month end;
- b) Quarterly review meeting reports will be provided for each Secure Establishment highlighting both contractual performance against CDIs, thematic issues and trends, to be given to the Authority twenty 5Working Days ahead of the quarterly Secure Establishment review meeting (as at Schedule 9 section 1.8.
- c) A Quarterly Contract Management, service wide report utilising the agreed reporting template found at Annex B, to be given to the Authority 20 Working Days after the end of the Performance Quarter.
- d) An annual report for commissioners detailing an overview of the wider provision at a local level, highlighting any key thematic issues or trends, together with a further annexed report suitable for publishing. The annex should be jointly approved and mutually agreed should either the Authority or Supplier wish to publish. The annual report should be submitted twenty (20) Working Days after the end of the Contract Year.

4.2 The format of the monthly, quarterly and annual reports is to be consistent across the service. The format will be negotiated between the Parties and shall be attached to Annex B.

4.3 In addition to this performance information, the Supplier will be required to attend quarterly Contract Review Meetings with the Authority as per Schedule 1 section 1.5.04 and quarterly review meetings with each Secure Establishment as per Schedule 9 section 1.20.

#### **5. Performance Mechanism Remedies**

5.1 Should the Authority identify Reduced Performance the remedies detailed in this Schedule will be utilised as outlined below:

	Authority Response Level	Points Thresholds (per Performance Quarter)	Performance Mechanism Trigger





I.	Performance Points award only (no action)	Up to 34 points	
II.	Authority's <i>right</i> to issue an Improvement Notice triggered	35 – 64 points	
III.	Authority's <i>right</i> to issue an Outstanding Issues Notice triggered.	n/a	Failure to respond to Improvement Notice Action Plan or to remedy the Reduced Performance within the required timescales, in accordance with section 8.1
IV.	Authority's <i>right</i> to reduce payment is triggered	65 points or above	n/a
		n/a	Failure to respond to the Outstanding Issues Notice or to remedy the Outstanding Issues within the required timescales as per section 8.3
V.	Authority's <i>right</i> to terminate the Contract is triggered	350 points per rolling year	Failure to deliver on an Outstanding Issues Notice on three occasions in a rolling year

## 6. Improvement Notices

6.1 The Authority may issue a notice (an 'Improvement Notice'), bringing this to the attention of the Supplier, if at any time the Authority considers in its reasonable opinion that the Supplier has:

- i. failed to operate in accordance with the Contract,
- ii. the performance of the Supplier has fallen below the required standard,







- iii. the Quarterly Contract Management Report or the monthly data reporting template shows Reduced Performance, or;
- iv. CDI points have been accrued up to or in excess of the threshold outlined at 5.1.

6.2 The Authority may issue an Improvement Notice concerning any aspect of the provision of the Advocacy Service whether or not these are related to Contract Delivery Indicators.

6.3 An Improvement Notice shall state:

- (A) any area of Reduced Performance (which may include the nature and dates on which the occurrences of failure were recorded or took place); and
- (B) any other supporting information which the Authority considers to be relevant.

## 7. **Improvement Plan**

7.1 Within seven (7) Working Days of the date of issue of an Improvement Notice or within seven (7) Working Days of the date of issue of the Quarterly Contract Management Report the Supplier shall deliver to the Authority a plan (the "Improvement Plan") in respect of the relevant CDI(s) or any areas of Reduced Performance which shall:

- A. provide an explanation of the causes of the Reduced Performance;
- B. identify the actions (the 'Improvement Actions') needed to remedy the Reduced Performance identified in the Improvement Notice and prevent its re-occurrence;
- C. set out:
  - (1) the Supplier's proposals for carrying out the Improvement actions;
  - (2) a programme for undertaking such actions;
  - (3) the date by which such actions will be completed;
  - (4) identify any actions or consents required from the Authority, any Authority Related Party and/or any Agency to facilitate the Supplier's remedial actions; and
  - (5) specify proposed criteria for the purpose of auditing the completion of the remedial actions and resolution of the Reduced Performance.

7.2 Following receipt of an Improvement Plan, the Authority may (acting reasonably):





- A. agree it; or
- B. reject it and require the Supplier to submit a revised Improvement Plan or issue an Outstanding Issues Notice within seven (7) Working Days of such rejection (or such other time as may be agreed by the Parties in writing).

7.3 Each Improvement Plan shall be sequentially numbered from a central register maintained by the Authority. In the event that a further unconnected circumstance occurs which results in the issue of a separate Improvement Notice, a separate Improvement Plan shall be raised and recorded in the central register under a separate sequential number.

7.4 An Improvement Plan may relate to one or more CDIs and to a particular Secure Establishment, a number of Secure Establishments or across the whole contract area.

7.5 The Supplier shall implement all the Improvement Actions by the date(s) specified in the Improvement Plan at no cost to the Authority.

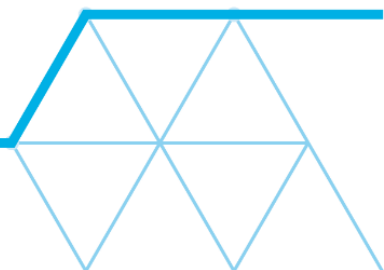
7.6 An Improvement Plan shall remain open until the Improvement Actions identified therein have been completed in accordance with the agreed Implementation Plan to the Authority's satisfaction, whereupon it shall be closed.

7.7 A report on progress against each open Improvement Plan shall be provided at agreed intervals.

7.8 The Authority shall measure progress against an Improvement Plan, by auditing the completion of actions and requesting any information from the Supplier as reasonably required to assure itself of completion.

7.9 Where relevant, the Authority shall endeavour to procure any actions or consents identified in an Improvement Plan as required from an Authority Related Party or Agency. Where the Authority is unable to procure such compliance, and it is impossible for the Supplier to implement the Improvement Plan without such actions or consents, it may:

- A. agree that the Supplier is no longer required to complete the remedial actions identified in the Improvement Plan for which such actions or consents are needed; or
- B. agree with the Supplier a revised date for completion of the relevant remedial actions within the Improvement Plan; or
- C. close the Improvement Plan and relieve the Supplier of the obligation to complete the relevant remedial actions identified in it; or





- D. where the Parties agree it is not possible for the Supplier to meet the requirements of the Contract, execute a Contract Change in accordance with Schedule 3 (Change Mechanism).

**8. Outstanding Issues Notice**

8.1 Where the Supplier fails to submit a revised Improvement Plan, or the revised Improvement Plan is in the Authority's reasonable opinion unacceptable or where the Improvement Actions are carried out and completed but do not succeed in remedying the Reduced Performance identified in the Improvement Notice or in preventing its re-occurrence, the Authority may either:

- A. issue a further Improvement Notice in respect of the same areas of poor performance; or
- B. issue an Outstanding Issues Notice in accordance with this paragraph 8 ("Outstanding Issues Notice")

8.2 An Outstanding Issues Notice shall state:

- A. any area of Reduced Performance (which may include the nature and dates on which the occurrences of failure were recorded or took place); and
- B. any uncompleted Improvement Actions; or
- C. the aspects in which the Improvement Plan is unacceptable

and the Parties shall in good faith attempt to resolve such Outstanding Issues.

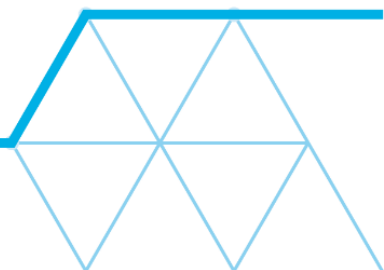
8.3 If the Parties fail to reach agreement in resolving the Outstanding Issues within fourteen (14) Working Days of the date of the Outstanding Issues Notice, or such other time as may be agreed by the Parties in writing, the Authority reserves its right, in accordance with the process outlined at paragraph 5.1 above, to seek financial remedy as outlined in Paragraph 9 below in accordance with the process.

**9. Financial Remedy**

9.1 In accordance with the thresholds outlined in paragraph 5.1 above, the Authority may issue a remedy (a 'Financial Remedy') bringing this to the attention of the Supplier.

9.2 If a financial remedy is applied, the Authority shall be entitled to a reduction in the Monthly Payment representing the reduced value of the Services received by the Authority in accordance with Schedule 2 (Payment Mechanism).

9.3 The financial remedy is calculated as follows:





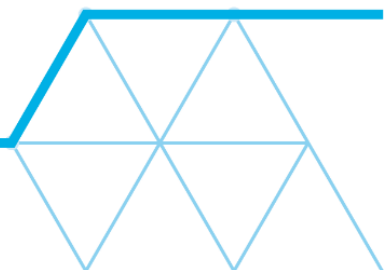
- A quarter of the yearly contract price x [REDACTED]

9.4 The Supplier shall reduce the value of the appropriate invoice by the Financial Remedy. Any Financial Remedy shall be made during the month after the end of the Performance Quarter.

9.5 During subsequent years the value of each financial remedy shall be adjusted by applying the changes to the values of the Consumer Price Index at the end of Performance Year 2, and in subsequent years, to the formula shown in Schedule 2 (Payment Mechanism).

9.6 Where financial penalties apply, the Supplier shall apply a credit against the invoice for the Monthly Contract Price for the Month following the relevant Performance Quarter in accordance with Schedule 2 (Payment Mechanism).

Any financial penalties owing to the Authority at the end of the Contract Term shall be calculated according to 9.3 above and credited in the final invoice according to 9.6 above.





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Annex A (CDIs)

The following table sets out the Contract Delivery Indicators (CDIs).

ID	Contract Delivery Indicator Definition	Measure	Frequency	Points
<b>CDI 1 – Induction visits</b>				
1	<p><b>Children's Rights and Advocacy Workers will visit all Young People within 14 calendar days of admission, or 7 calendar days if identified as vulnerable/ high risk and ensure the visit complies with the requirements stipulated at Schedule 1 section 1.1.04.</b></p> <p><b>Exemptions:</b></p> <ul style="list-style-type: none"> <li>• If a Young Person leaves the establishment within 14 or 7 calendar days of admission before having been visited by the Supplier</li> <li>• If Young People are only moving between units within the STC/ YOI</li> </ul>	Any occurrence of an induction visit not being carried out within the required timescales due to the fault of the Supplier	Reported monthly	10 points for the initial failure and 1 point for each additional day until the visit is completed
<b><u>CDI 2 – Core Sessions</u></b>				



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2	The Supplier will provide the Core Sessions at each establishment as detailed at Schedule 1 1.11.	Any incident of the Core Sessions not being delivered due to the fault of the Supplier	Reported monthly	10 points
<b>CDI 3 – Requested Visits</b>				
3	If a request is made for an Advocacy Worker to visit a Young Person, regardless of referral source, the Advocacy Worker will visit the Young Person within a maximum of three Working Days of notification.	Any incident of a YP not being visited within three Working Days of notification due to the fault of the Supplier	Reported monthly	10 points for the initial failure and 1 point for each additional day until the visit is completed
<b>CDI 4 – Urgent Visits</b>				
4	If an <i>urgent</i> request is made for an Advocacy Worker to visit a Young Person, regardless of referral source, the Advocacy Worker will visit the Young Person within one Working Day of notification.	Any incident of a YP not being visited within one Working Day of notification due to the fault of the Supplier	Reported monthly	10 points for the initial failure and 1 point for each additional day until the visit is completed
<b>CDI 5 – Restraint Visits</b>				
5	The Children's Rights and Advocacy Worker will visit Young People who have been physically restrained for the first time in their current	Any incident where a YP is not visited with one Working Day of their first	Reported monthly	10 points for the initial failure and 1 point for each additional day



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	<p>establishment, within one Working Day of being notified by the establishment.</p> <p>For the avoidance of doubt, moves within an establishment would not reset the "first" physical restraint status, but moves between Secure Establishments would.</p>	<p>physical restraint due to the fault of the Supplier</p>		<p>until the visit is completed</p>
<b>CDI 6 – Information Reporting</b>				
6	<p>(a) The Supplier shall comply with the Performance Management Information data reporting requirements as stipulated at Paragraph 4 of this Schedule 7.</p>	<p>(a) Any incident of the Supplier failing to comply with the data reporting requirements as at Schedule 1 section 6.2 or this Schedule 7 section 4.</p> <p>(b) Any incident of the Supplier failing to provide the requested information by the deadline.</p>	<p>Reported quarterly</p>	<p>(a + b) 10 points for the initial failure to provide the information or report by the deadline and 1 point for each additional day until the requirement is fulfilled.</p>





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	<b>(b) Any reasonable request for information made by the Authority in writing to the Supplier will be fulfilled by the supplier by the deadline provided in said notice.</b>  <b>The Authority will make clear where such requests for information are being made under this CDI.</b>			
<b>CDI 7 – FOI and SARs</b>				
<b>7</b>	<b>The Contractor shall comply with all FOI or SARs and ensure they respond within the defined timelines, as stipulated at clause E5 of this Contract.</b>	<b>Any incident of the Contractor not responding to FOIs or SARs within the stipulated deadline</b>	<b>Reported monthly</b>	<b>10 points and 1 point for each additional day until the requirement is fulfilled.</b>



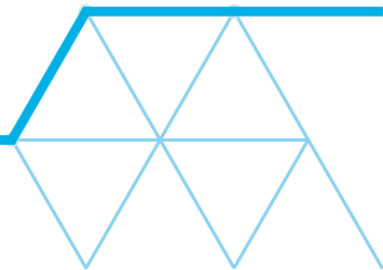


# Ministry of Justice

## Annex B Templates

**Monthly data report template to be annexed here**

**Quarterly CRM Report Template to be annexed here**



## **SCHEDULE 8 – POLICIES**

### **1. INTRODUCTION**

1.1 The Supplier shall at all times comply with the Policies and Standards listed in Annex 1 of this Schedule.

1.2 The Parties acknowledge that any standard, policy and/or other document referred to within a Policy or Standard shall be deemed to form part of that Policy or Standard.

### **2. GENERAL**

2.1 The Authority shall provide copies of the Policies and Standards from time to time to the Supplier upon request.

2.2 Throughout the Contract Period, the Parties shall monitor and notify each other of any new or emergent policies or standards which could affect the Suppliers provision, or the Authority's receipt, of the Services.

2.3 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Suppliers provision, or the Authority's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.

2.4 Where new versions of the Authority's Policies or Standards are developed and notified to the Supplier, the Supplier shall be responsible for ensuring that the potential impact on the Suppliers provision, or the Authority's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new version of the Policy or Standard, and the Supplier shall comply with such revised Policy or Standard (and any necessary Variations to the Contract shall be agreed in accordance with clause F4 (Change)).

### **3. CONFLICTING POLICIES OR STANDARDS**

3.1 Where Policies or Standards referenced conflict with each other or with Good Industry Practice, then the later Policy or Standard or best practice shall be adopted by the Supplier. Any such alteration to any Policy or Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

## ANNEX 1



### POLICES AND STANDARDS


Policy or Standard	Description	Owner
<i>National Standards for the Provision of Children's Advocacy.</i>	<a href="http://webarchive.nationalarchives.gov.uk/20121103024003/http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/@dh/@en/documents/digitalasset/dh_4018893.pdf">http://webarchive.nationalarchives.gov.uk/20121103024003/http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/@dh/@en/documents/digitalasset/dh_4018893.pdf</a>	DH
<i>Working together to Safeguard Children, 2017</i>	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/592101/Working_Together_to_Safeguard_Children_20170213.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/592101/Working_Together_to_Safeguard_Children_20170213.pdf</a>	DfE
Safeguarding children and young people + child protection	<a href="https://www.gov.uk/government/publications/safeguarding-children-and-young-people/safeguarding-children-and-young-people#introduction">https://www.gov.uk/government/publications/safeguarding-children-and-young-people/safeguarding-children-and-young-people#introduction</a>	Charity Commission for England and Wales
<i>All Wales Child Protection Procedures, 2008</i>	<a href="http://www.childreninwales.org.uk/wp-content/uploads/2015/09/All-Wales-Child-Protection-Procedures-20081.pdf">http://www.childreninwales.org.uk/wp-content/uploads/2015/09/All-Wales-Child-Protection-Procedures-20081.pdf</a>	
<i>National Standards for Youth Justice Services, 2013</i>	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/296274/national-standards-youth-justice-services.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/296274/national-standards-youth-justice-services.pdf</a>	YJB
<i>The Children Act, 1989 &amp; 2004</i>	<p><i>Children Act 1989</i></p> <p><a href="https://www.legislation.gov.uk/ukpga/1989/41/contents">https://www.legislation.gov.uk/ukpga/1989/41/contents</a></p> <p><i>Children Act 2004</i></p> <p><a href="https://www.legislation.gov.uk/ukpga/2004/31">https://www.legislation.gov.uk/ukpga/2004/31</a></p>	
<i>The Children Act 1989 Representations Procedure (England) Regulations, 2006</i>	<a href="https://www.legislation.gov.uk/uksi/2006/1738/contents/made">https://www.legislation.gov.uk/uksi/2006/1738/contents/made</a>	
<i>The Children and Families Act, 2014</i>	<a href="http://www.legislation.gov.uk/ukpga/2014/6/contents/enacted">http://www.legislation.gov.uk/ukpga/2014/6/contents/enacted</a>	
<i>The Social Services and Well-being (Wales) Act, 2014</i>	<a href="http://www.legislation.gov.uk/anaw/2014/4/pdfs/anaw_20140004_en.pdf">http://www.legislation.gov.uk/anaw/2014/4/pdfs/anaw_20140004_en.pdf</a>	

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Policy or Standard	Description	Owner
<i>The Care Standards Act 2000</i>	<a href="https://www.legislation.gov.uk/ukpga/2000/14/contents">https://www.legislation.gov.uk/ukpga/2000/14/contents</a>	
<i>The Education Act, 1996, 2002 &amp; 2011;</i>	<p><i>Education Act 1996</i></p> <p><a href="https://www.legislation.gov.uk/ukpga/1996/56/contents">https://www.legislation.gov.uk/ukpga/1996/56/contents</a></p> <p><i>Education Act 2002</i></p> <p><a href="https://www.legislation.gov.uk/ukpga/2002/32/contents">https://www.legislation.gov.uk/ukpga/2002/32/contents</a></p> <p><i>Education Act 2011</i></p> <p><a href="http://www.legislation.gov.uk/ukpga/2011/21/contents/enacted">http://www.legislation.gov.uk/ukpga/2011/21/contents/enacted</a></p>	
<i>The Health and Social Care Act 2001, 2008 &amp; 2012;</i>	<p><i>Health and Social Care Act 2001</i></p> <p><a href="http://www.legislation.gov.uk/ukpga/2001/15/contents">http://www.legislation.gov.uk/ukpga/2001/15/contents</a></p> <p><i>Health and Social Care Act 2008</i></p> <p><a href="https://www.legislation.gov.uk/ukpga/2008/14/contents">https://www.legislation.gov.uk/ukpga/2008/14/contents</a></p> <p><i>Health and Social Care Act 2012</i></p> <p><a href="http://www.legislation.gov.uk/ukpga/2012/7/contents/enacted">http://www.legislation.gov.uk/ukpga/2012/7/contents/enacted</a></p>	
<i>Mental Health Act, 1983 &amp; 2007</i>	<p><i>Mental Health Act 1983</i></p> <p><a href="https://www.legislation.gov.uk/ukpga/1983/20/contents">https://www.legislation.gov.uk/ukpga/1983/20/contents</a></p> <p><i>Mental Health Act 2007</i></p> <p><a href="https://www.legislation.gov.uk/ukpga/2007/12/contents">https://www.legislation.gov.uk/ukpga/2007/12/contents</a></p>	DH
<i>The Mental Health (Wales) Measure, 2010</i>	<a href="https://www.legislation.gov.uk/mwa/2010/7/contents">https://www.legislation.gov.uk/mwa/2010/7/contents</a>	
<i>The Welsh Language Act, 1993</i>	<a href="https://www.legislation.gov.uk/ukpga/1993/38/contents">https://www.legislation.gov.uk/ukpga/1993/38/contents</a>	



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Policy or Standard	Description	Owner
Welsh Language Scheme	 welsh-language-scheme-web.pdf	UK GOV
<i>The Equality Act 2010;</i>	<a href="https://www.legislation.gov.uk/ukpga/2010/15/contents">https://www.legislation.gov.uk/ukpga/2010/15/contents</a>	
Public Sector Equality Duty	 psed-guidance.pdf	UK GOV
<i>Parliamentary Commissioner Act, 1967</i>	<a href="https://www.legislation.gov.uk/ukpga/1967/13/contents">https://www.legislation.gov.uk/ukpga/1967/13/contents</a>	
<i>Crime and Disorder Act, 1998</i>	<a href="https://www.legislation.gov.uk/ukpga/1998/37/contents">https://www.legislation.gov.uk/ukpga/1998/37/contents</a>	
<i>The Prison Act, 1952</i>	<a href="https://www.legislation.gov.uk/ukpga/Geo6and1Eliz2/15-16/52/contents">https://www.legislation.gov.uk/ukpga/Geo6and1Eliz2/15-16/52/contents</a>	
<i>Young Offender Institution Rules, 2000</i>	<a href="http://www.legislation.gov.uk/uksi/2000/3371/contents/made">http://www.legislation.gov.uk/uksi/2000/3371/contents/made</a>	
<i>Secure Training Centre Rules, 1998</i>	<a href="http://www.legislation.gov.uk/uksi/1998/472/contents/made">http://www.legislation.gov.uk/uksi/1998/472/contents/made</a>	
<i>Data Protection Act, 2018</i>	<a href="http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted">http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted</a>	
<i>Domestic Violence Crimes and Victims Act, 2004</i>	<a href="http://www.legislation.gov.uk/ukpga/2004/28/contents">http://www.legislation.gov.uk/ukpga/2004/28/contents</a>	UK GOV (legislation)


BPSS / DBS Checks	<a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a> <a href="https://www.gov.uk/disclosure-barring-service-check/overview">https://www.gov.uk/disclosure-barring-service-check/overview</a>	UK GOV
Civil Service – Good Governance	 governance_standard[1].pdf	UK GOV
Civil Service Code of Conduct / MOJ Code of Conduct	<a href="https://www.gov.uk/government/collections/civil-service-conduct-and-guidance">https://www.gov.uk/government/collections/civil-service-conduct-and-guidance</a>	UK GOV












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Policy or Standard	Description	Owner
	 conduct-policy.pdf	
Cloud Security / HMG Cloud Security Guidance and the Cloud Security Principles	<a href="https://www.gov.uk/digital-marketplace">https://www.gov.uk/digital-marketplace</a>  <a href="https://www.ncsc.gov.uk/guidance/cloud-security-collection">https://www.ncsc.gov.uk/guidance/cloud-security-collection</a>	UK GOV
CPNI – Standard for Secure Destruction of Sensitive Items	<a href="https://www.cpni.gov.uk/secure-destruction">https://www.cpni.gov.uk/secure-destruction</a>	UK GOV
Cyber Security	<a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</a>  <a href="https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf">https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf</a>	UK GOV
HM Government Security Classifications (Data Security)	<a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf</a>	UK GOV
HMG (Cabinet Office and NCSC) guidance on Security Technology at OFFICIAL	<a href="https://www.gov.uk/government/collections/securing-technology-at-official">https://www.gov.uk/government/collections/securing-technology-at-official</a>	UK GOV
HMG NCSC standards and guidance	<a href="https://www.ncsc.gov.uk/guidance">https://www.ncsc.gov.uk/guidance</a>	UK GOV
HMG policy and guidance on Offshoring	<a href="https://www.ncsc.gov.uk/guidance">https://www.ncsc.gov.uk/guidance</a>	UK GOV
HMG Security Policy Framework (SPF)	<a href="https://www.gov.uk/government/collections/government-security">https://www.gov.uk/government/collections/government-security</a>	UK GOV
Payment Card Industry PCI Data Security Standard	 payment-card-industry-pci-data-security-s	

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Policy or Standard	Description	Owner
Protective Monitoring	 GPG 13 - Protective Monitoring for HMG IC	UK GOV
TCE Act including fees	<a href="http://www.legislation.gov.uk/ukpga/2007/15/contents">http://www.legislation.gov.uk/ukpga/2007/15/contents</a>  <a href="http://www.legislation.gov.uk/uksi/2013/1894/made">http://www.legislation.gov.uk/uksi/2013/1894/made</a>	UK GOV (legislation)

<i>AssetPlus Joint Working Protocol v1.2, 2018</i>	 AssetPlus Joint Working Protocol v1	YJB
<i>Secure Stairs Key Principles and Outcomes, 2018</i>	 Secure Stairs Guidance.pdf	NHS(E)
<i>Managing the Behaviour of Children and Young People in the Secure Estate: Code of Practice, 2012</i>	 2012_YJB_Beh.Man._Code of Practice.pc	YJB
<i>Critical Casework Panel, 2018</i>	 Critical Case Panel_Process and G	YCS
<i>YCS Approvals Process and Forms</i>	 YCS Approvals Process Guidance v4  YCS Approvals Individual Applicant  YCS Approvals Checklist for Provide  YCS Approvals Suppliers Form v1.0.	YCS
<i>YCS Incident Reporting and Management (NIMU), 2017</i>		YCS
<i>YCS Placement Review Guidance, 2017</i>	 Placement Review Guidance.pdf	YCS

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Policy or Standard	Description	Owner
<i>YCS Placement Team Overview of Operational Procedures, 2017</i>	 YCS Placement Team Operational Procedi	YCS
<i>YCS Transition Protocol, 2018</i>	Please refer to page 12 of the <i>YCS Placement Review Guidance, 2017</i>	YCS

## **SCHEDULE 9 – LOCAL PROTOCOLS**

## **Section 1 - Overview**

### **Background**

- 1.1 In line with the requirements of Schedule 1 section 1.1A, the aim of this schedule is to outline general principles for interactions between the Supplier and Secure Establishments. Following contract award, local Protocols will be made between the Supplier and each Relevant Premises and annexed to this Schedule. The definitions used herein are as defined in the Terms and Conditions of this Contract.
- 1.2 For the avoidance of doubt, whilst the local Protocols are to be written in collaboration with the Secure Establishment, the responsibility for creating each local Protocol sits firmly with the Supplier.

### **General principles**

- 1.3 Where possible the Independent Children's Rights and Advocacy Service should assist Children and Young People to resolve issues at the lowest level, but it is paramount that the Independent Children's Rights and Advocacy Service is led by young people, so there may be instances where, due to the young person's choice, issues may be pursued at a higher level.
- 1.4 Local safeguarding protocols between the Independent Children's Rights and Advocacy Service and Secure Establishments will set out how Advocacy Workers will refer any safeguarding concerns to ensure appropriate safeguarding action is taken. The Protocols will also specify the limits of their confidentiality to the young person where this is overridden by safeguarding or security concerns, and expectations as an independent provider.
- 1.5 If a young person requests to see an Advocacy Worker they should always be allowed to see a young person confidentially, including following any incident, provided it is safe to do so. Where the establishment does not believe it is safe to do so, the reasons for this should be discussed with the Advocacy Worker and the young person and recorded in writing.

### **Role of the Service Liaison Governor/Director**

- 1.6 The Authority shall procure that Secure Establishment ensure a sufficiently senior member of the management team (ideally Governor/Director, their Deputy, Head of Residential or Head of Safeguarding or similar) is assigned the role of Children's Rights and Advocacy Service Liaison Governor/Director. The assigned Governor/Director should consistently attend quarterly review meetings with the Supplier.
- 1.7 If the Service Liaison Governor/Director is changed by the Secure Establishment the Supplier should be notified in writing.
- 1.8 The Service Liaison Governor/Director should read the quarterly reports (as per Schedule 7 section 4.1(b)) in advance of the scheduled meetings and prepare areas of discussion/issues/themes to explore. Their role involves representing wider perspectives from the Secure Establishment to the Supplier, and equally sharing service information and young people's views to their SMT colleagues to inform child centred effective, efficient and innovative practice. There will be an expectation that through representing the Secure Establishment, the Service Liaison Governor/Director coordinates actions assigned to the Secure Establishment through quarterly review meetings, to progress issues and reach the best outcomes for children and young people.
- 1.9 Any new or temporary representative should be provided a handover of service documents e.g. protocols/service specification and be in a position to progress and/or feedback agreed action points from the previous meeting. This will ensure a consistent and proactive approach to taking a shared responsibility.
- 1.10 Should there be any instances of threats or perceived threats made to Supplier staff onsite, the need for individual risk assessments, or important communications, the Service Liaison Governor/Director will be central to coordinating these tasks. In such circumstances, the liaison will take lead responsibility to ensure that Supplier staff are safe whilst practicing onsite.
- 1.11 The Service Liaison Governor/Director will be provided with emergency contact details for the Supplier, including out of hours, to be shared with all relevant departments at the Relevant Premises.

- 1.12 The underlying principles to this service include confidentiality and independence. The Service Liaison Governor/Director will ensure that the Supplier is afforded the opportunity to practice accordingly, champion these vital requirements, and support them to overcome barriers to protect this important position and option for young people in their care.

### **Information and communication**

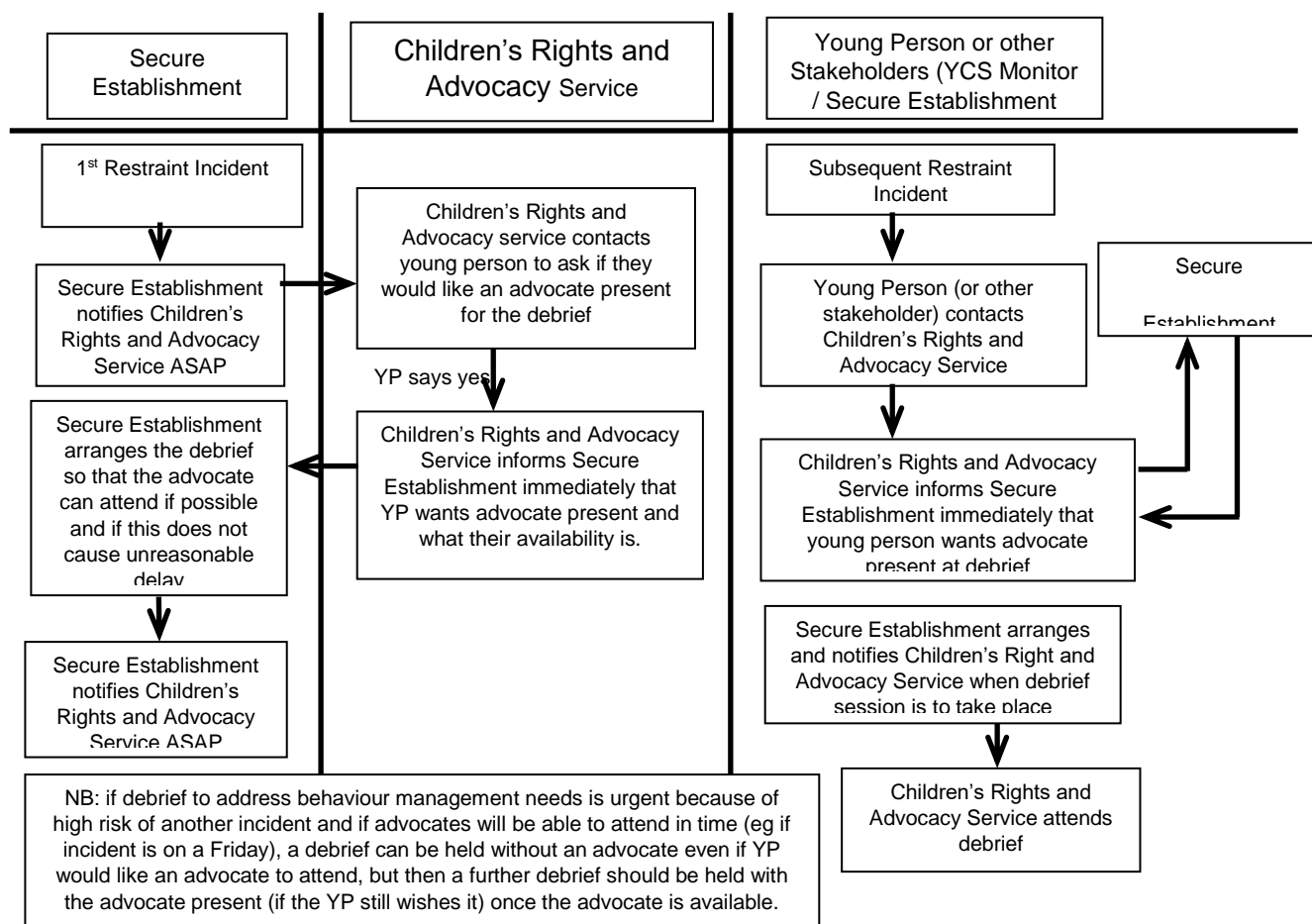
- 1.13 The Authority shall procure that Secure Establishments provide the Supplier with sufficient information to carry out their duties at each Relevant Premises. This includes informing Advocacy Workers of new arrivals, informing them when required of where and when they can speak to a young person and informing them of first time restraints as detailed further in the following sections. Secure Establishments and the Supplier should agree locally how Children and Young People will be provided with the necessary information.
- 1.14 The Supplier should minimise any impact on young people's education by trying, where possible and where the matter is non-urgent, to contact young people outside of core education hours, i.e. before education, during lunch or in the evenings.
- 1.15 The Supplier will have in place local arrangements with each Secure Establishment in order to demonstrate effective internal stakeholder relationships, part of which will contain the expectation that Quarterly Review Meetings (QRM) are to be held between the Supplier and the Secure Establishment. The local arrangements will set out their responsibility for facilitating these meetings and providing minutes, which sits with the Supplier. These meetings will be used to monitor the effectiveness of the Service and discuss local issues which may arise. All parties are requested to provide consistent attendance at these meetings to allow for the development of constructive working relationships. Where urgent issues arise between meetings, Secure Establishments and the Supplier should make all reasonable efforts to resolve issues locally.
- 1.16 The local Protocols will be annually reviewed in collaboration with the Secure Establishments and updated throughout the contract Term as required by the Supplier.
- 1.17 The Supplier will provide copies of the local Protocols to the Authority whenever reasonably requested.

## **Section 2 – Core Service Arrangements**

### **Restraint debriefs**

- 2.1. Secure Establishments should notify the Supplier as soon as practically possible following the first restraint incident for a Young Person which will require a formal debrief, clearly identifying the young person(s). These arrangements will be detailed in the local Protocols annexed to this Schedule.
- 2.2. The Supplier should contact the young person to offer their support regarding the debrief process and ask the young person if they would like an Advocacy Worker present during the debrief. The Supplier should inform the Secure Establishment that they have contacted the young person and whether the young person would like an Advocacy Worker present at the debrief and, if so, provide the establishment with their availability.

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- 2.3. Where possible, the Secure Establishment should then aim to organise the debrief and confirm the details with the Advocacy Worker. The aim should always be to allow the Advocacy Worker to be present if the young person wishes it, provided this does not result in unreasonable delays in carrying the debrief out or in a failure to carry the debrief out before the young person leaves the Secure Establishment. If the Secure Establishment or the young person feels it is necessary to address immediate behaviour management needs and to try to avoid any further incidents and restraints prior to the Advocacy Worker being able to attend, then a debrief should take place when required, but the young person should then be offered the option of a later debrief with the Advocacy Worker present once he/she is available.
- 2.4. Should the notification to the Supplier be triggered by the debrief meeting, i.e. this is the earliest opportunity locally which highlights first time restraints, again, the young person should be offered the option of a later debrief with the Advocacy Worker present if this is their wish.
- 2.5. Should the young person, subject to first time restraint, not wish to be supported at the debrief, the Supplier will provide detailed information of how they can support young people, particularly following restraint, and a reminder of referral pathways, considering that;
- 2.6. For subsequent restraint debriefs the Young person will need to request the support and attendance of an Advocacy Worker.

### Support at meetings



- 2.7. Where possible, young people should be able to access the support, upon request, of Advocacy Workers for any meetings they are involved in. This includes remand or sentence planning meetings; LAC reviews; behaviour management, behaviour intervention or violence reduction plans; mediations between young people and staff; and forums or consultations.
- 2.8. For all cases where the young person indicates they would like an advocate to be present, the establishment should notify the Supplier as soon as practically possible. The Advocacy Worker should reply to confirm their availability to attend the meeting. The Secure Establishment should then try to organise the meeting to allow the advocate to attend but if this would cause unreasonable delay or difficulty for other parties scheduled to attend (e.g. YOT, social services) the advocate should be invited to the following meeting instead.
- 2.9. The local arrangements for all such communications and coordination between Secure Establishment and Supplier will be detailed in the local Protocol and annexed to this schedule.

### **Complaints**

- 2.10. The Supplier is required to 'provide an independent Children's Rights and Advocacy Services to Children and Young People held in Secure Training Centres (STCs) and under-18 Young Offender Institutions (YOIs) to assist them in resolving their issues relating to their welfare, care and treatment whilst in custody, either within or outside the Secure Establishment' according to Schedule 1 section 1.3.01.
- 2.11. If the Young Person requests assistance in writing out a complaint this must be the young person's words and should not be worded by the Advocacy Worker. The Advocacy Worker should acknowledge their support to the Young Person on the complaints form and request that the response to the complaint be directed to the Young Person, not the Advocacy Worker.
- 2.12. Representation of informal complaints should be Young Person led, and may include the Advocacy Worker representing young people's complaints directly to external agencies if the Young Person requests this action.
- 2.13. If the issue cannot be resolved at the informal level and/or the young person wishes to pursue a formal complaint, the Advocacy Worker should support the Young Person to navigate the complaints systems and the available formal procedures. All agencies have complaints procedures and the Young Person should be helped to find the appropriate route by which to complain, if that is their expressed wish.
- 2.14. The Secure Establishment will ensure all appropriate Prison Service Instructions, Prison Service Orders and other relevant policies regarding complaints processes (including confidential access complaints) are shared with the Supplier. The Supplier shall ensure all local Protocols devised comply with these pre-existing processes and standards.
- 2.15. In terms of complaints to the Supplier, every young person will be provided with information on how to complain to and about the Supplier at the point of induction (as stipulated at Schedule 1 section 1.1.04) and where appropriate through other means.
- 2.16. The arrangements for all such complaints procedures and the communication of them will be agreed with the Secure Establishment and detailed in the local Protocol annexed to this schedule.

### **Adjudications (YOI only)**

- 2.17. The Supplier will work with Secure Establishments to create notification processes to ensure Advocacy Workers can comply with the requirements at Schedule 1 section 1.2.17 to 1.2.20. Such agreements will be detailed in the local Protocol documents annexed to this schedule.
- 2.18. [PSI 47/2011 \(Prisoner Discipline Procedures\)](#) provides further details and guidance the Supplier must be aware of.

- 2.19. Should a Young Person request the presence of an Advocacy Worker at an adjudication hearing but it is due to be scheduled for a non-working day, or due to other immediate priorities the Advocacy Worker is unable to attend, the adjudication will be adjourned if possible, or scheduled for a date after the Advocacy Worker can see the young person individually at least. Should the adjudication be heard in the absence of the Supplier despite a referral to/request of the service, they should be notified of this, together with the reasons why by the Secure Establishment.
- 2.20. Any young person supported during the adjudication process (regardless of whether the Advocacy Worker could actually attend the meeting) are to be seen at the conclusion of the hearing by the Advocacy Worker and informed of their rights of appeal.

### **Visiting units and Young People**

- 2.21. Core Sessions (including unit visits) at each Secure Establishments will be provided by the Supplier in line with Schedule 1 section 1.1.11 requirements. The frequency and timetabling of all such activities will be negotiated with each Secure Establishments. All such agreements and resultant scheduling shall be detailed in the local Protocol devised for each Secure Establishment annexed to this schedule.
- 2.22. The Supplier shall conduct all individual visits with Young People away from staff and peers. Access to confidential space is to be provided by the Secure Establishment.
- 2.23. When carrying out regular visits to each unit or wing at the Secure Establishment, the Advocacy Worker should check with staff whether they have any specific concerns about any individual Young People who might benefit from the Service. The Advocacy Worker will speak to those Young People individually and, if necessary, remind them of how the service works, what support it can offer and how to make contact.
- 2.24. When visiting a unit/wing the Advocacy Worker will check with staff if anyone new has been transferred onto the unit or wing, and if so, specifically introduce themselves to ensure that the Young Person knows who the Advocacy Worker for that unit or wing is.
- 2.25. When visiting a unit/wing the Advocacy Worker will check with staff if anyone is locked behind their bedroom door, through a sanction or by choice, and will specifically visit them when it is appropriate to do so.
- 2.26. The Supplier will also visit units where Young People may be located temporarily, such as specialist units, healthcare, care and separation, or intensive support units.
- 2.27. The Secure Establishment will provide the Supplier with all relevant policies and procedures regarding safety and security when visiting units/wings. The Supplier shall ensure all such procedures are incorporated into the local Protocols and agreed with each Secure Establishment.
- 2.28. In the event of a serious incident within the Secure Establishment, the local Protocol should set out the agreed procedure and responsibilities for communicating relevant information and any changes in risk assessments in place between the Supplier and the Secure Establishment. Emergency contact details and clear lines of communication are to be provided in the local Protocols. The Supplier will take the lead from the Secure Establishment in terms of risk and changes in practice.

### **Induction**

- 2.29. The Supplier will receive notification from the Secure Establishment of a new Young Person's arrival to the Relevant Premises as soon as reasonably possible. The process for such notification will be agreed between the Supplier and Secure Establishment and written into each local Protocol.
- 2.30. The notification arrangement at paragraph 2.29 will provide information such as names, prison number and date of arrival. The Supplier will then be able to locate the young person via establishment information sources.
- 2.31. The Supplier shall conduct all induction sections away from staff and peers. Access to confidential space is to be provided by the Secure Establishment.
- 2.32. Local Protocols regarding notifications by the establishment to Supplier will cover scenarios such as:

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- direct admissions to health care
- Young people in CSU
- Young people who are fast tracked
- Young people who are lodging (if applicable over 14 days, or 7 if vulnerable)
- Young people on a restricted status.

And how the Secure Establishment intends to notify the Supplier of such scenarios.

**ANNEX A**

1. COOKHAM WOOD – LOCAL PROTOCOL
2. FELTHAM – LOCAL PROTOCOL
3. WERRINGTON – LOCAL PROTOCOL
4. WETHERBY – LOCAL PROTOCOL
5. PARC – LOCAL PROTOCOL
6. MEDAY STC – LOCAL PROTOCOL
7. OAKHILL STC – LOCAL PROTOCOL
8. RAINSBROOK STC – LOCAL PROTOCOL

**Local Protocol's to be attached following contract award**

## **SCHEDULE 10 – NOT USED**

## SCHEDULE 11 – DATA

1. The contact details of the Authority's Data Protection Officer are: data.compliance@justice.gov.uk. or Data Protection Officer, 102 Petty France, London, SW1H 9AJ
2. The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
3. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
4. Any such further instructions shall be incorporated into this Schedule.

### PART A – Young Persons Personal Data

This Part A shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that in respect to Young Persons Personal Data for the purposes of the Data Protection Legislation, the parties are Joint Controllers in accordance with Clause E2.1(a).
Subject matter of the processing	Any data produced or processed by virtue of the delivery of the Services under this contract. For example, but not limited to, detailed individual advocacy case records which could include Personal Data on Young People held at Secure Establishments.
Duration of the processing	Processing of data is for the Term of this Contract; from Service Commencement until the Expiry Date or Termination Date, whichever falls earlier.
Nature and purposes of the processing	Including but not limited to the collection, recording, organization, structuring, storage, adaption, alteration, retrieval, consultation, use of, disclosure, transmission, dissemination or otherwise, making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) or Personal Data for the purpose of delivering the Services under this Contract.
Type of Personal Data being Processed	<ul style="list-style-type: none"><li>• Name</li><li>• DOB</li><li>• Home Address</li><li>• Offence information</li><li>• Telephone numbers</li><li>• Educational information</li><li>• Offence information</li><li>• Risk assessment, social work reports, YOT records etc</li><li>• Healthcare records</li><li>• Images</li></ul>
Categories of Data Subject	<ul style="list-style-type: none"><li>• Children and young people within Secure Establishments</li></ul>

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Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Data will be retained and returned, destroyed or otherwise in accordance with the Terms of the Contract (clauses F3, H8 and H9 specifically) and Schedule 14 (Exit Plan).</i>
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In respect to Contract Data the Supplier shall be responsible for

- providing information to data subjects under Article 13 and 14 of the GDPR.
- responding to data subject requests under Articles 15-22 of the GDPR
- notifying the Information Commissioner (and data subjects) where necessary about data breaches
- maintaining records of processing under Article 30 of the GDPR

as it would were it the sole Data Controller of the Contract Data.



## PART B – Authority Data

This Part B shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Part B shall be with the Authority at its absolute discretion.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that in respect to Authority Data for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Supplier is the Data Processor in accordance with Clause E2.1(b).
Subject matter of the processing	Any data produced or processed by virtue of the delivery of the Services under this contract. For example, but not limited to detailed individual advocacy case records, which could include Personal Data about Secure Establishment staff, contract performance data or management information about delivery of the Services.
Duration of the processing	Processing of data is for the Term of this Contract; from Service Commencement until the Expiry Date or Termination Date, whichever falls earlier.
Nature and purposes of the processing	Including but not limited to the collection, recording, organization, structuring, storage, adaption, alteration, retrieval, consultation, use of, disclosure, transmission, dissemination or otherwise, making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) or Personal Data for the purpose of delivering the Services under this Contract.
Type of Personal Data being Processed	<ul style="list-style-type: none"> <li>• Name</li> <li>• DOB</li> <li>• Home Address</li> <li>• Offence information</li> <li>• Telephone numbers</li> <li>• Educational information</li> <li>• Risk assessment, social work reports etc</li> <li>• Healthcare records</li> <li>• Images</li> </ul>
Categories of Data Subject	<ul style="list-style-type: none"> <li>• Children and young people within Secure Establishments</li> <li>• Secure Establishment staff</li> </ul>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Data will be retained and returned, destroyed or otherwise in accordance with the Terms of the Contract (clauses F3, H8 and H9 specifically) and Schedule 14 (Exit Plan).</i>

## PART C – Staff Personal Data

This Part C shall be completed by the Supplier, who may take account of the view of the Authority, however the final decision as to the content of this Part C shall be with the Supplier at its absolute discretion.

The Authority will be bound by the specification below when Processing Staff Personal Data.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that in respect to Staff Personal Data for the purposes of the Data Protection Legislation, the Supplier is the Data Controller and the Authority is Data Processor in accordance with Clause E2.1(c).
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data being Processed	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

## SCHEDULE 12 – SECURE ESTABLISHMENTS

Establishment Name	Provider	Capacity (Beds)	Address	Gender	Additional Features
<b>Cookham Wood YOI</b>	HMPPS	188	Rochester Kent ME1 3LU	M	
<b>Feltham YOI</b>	HMPPS	180	Bedfont Road Feltham Middlesex TW13 4ND	M	Includes the Heron unit.
<b>Parc YOI</b>	G4S	60	Heol Hopcyn John Bridgend South Wales CF35 6AP	M	
<b>Wetherby YOI</b>	HMPPS	336	York Road Wetherby West Yorkshire LS22 5ED	M	Includes the Keppel Unit: a specialist unit for young people with additional support needs, and the Anson Unit: a specialist unit for young people on long term sentences
<b>Werrington YOI</b>	HMPPS	118	Werrington Stoke-On-Trent ST9 0DX	M	
<b>Medway STC</b>	HMPPS	67	Sir Evelyn Road Rochester ME1 3YB	M & F	
<b>Oakhill STC</b>	G4S	80	Chalgrove Field Oakhill Milton Keynes MK5 6AJ	M	
<b>Rainsbrook STC</b>	MTCnovo	76	Onley Willoughby Rugby CV23 8SY	M & F	Includes a specialist unit for mother and babies

## SCHEDULE 13 – MOBILISATION PLAN

### 1. Mobilisation Plan

- 1.1 Following the award of the Contract the Supplier shall develop, implement and maintain a finalised Mobilisation Plan to enable commencement of the Contract in line with the Services Commencement Date and which will be based on the draft Mobilisation Plan set out in Annex 1.
- 1.2 Within 10 working days of the award of the Contract the Supplier will deliver to the Authority for approval its proposed Mobilisation Plan
- 1.3 If the finalised Mobilisation Plan is approved by the Authority it will be adopted immediately and attached to this schedule at Annex 2.
- 1.4 If the Mobilisation Plan is not approved by the Authority the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Mobilisation Plan following its resubmission, the matter will be resolved in accordance with clause I1 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 1.3 may be unreasonably withheld or delayed.
- 1.5 Once agreed by the Parties, whether in accordance with clause 1.3 or 1.4 above the finalised version of the Mobilisation Plan will be attached to this schedule at Annex 2.

**ANNEX 1**  
**OUTLINE MOBILISATION PLAN**  
[REDACTED]

## ANNEX 2

### FINAL MOBILISATION PLAN

**[Note to Bidders: the final Mobilisation Plan agreed by the Parties will be inserted here.]**

## SCHEDULE 14 – EXIT PLAN

### 1. Exit Plan

- 1.1 The Supplier will, within three (3) months after the Commencement Date, deliver to the Authority a plan for managing the exit of the Supplier (“Exit Plan”) which sets out the Provider's proposed methodology for achieving an orderly transition of Services from the Supplier to the Authority and/or its Replacement Supplier on the expiry or termination of this Contract and which complies with the requirements set out in paragraphs 1.2 and 1.3 below. Within thirty (30) days after the submission of the Exit Plan, the Parties will use their respective reasonable endeavours to agree the contents of the Exit Plan.
- 1.2 The Exit Plan will contain, as a minimum:
- 1.2.1 the management structure to be employed during both transfer and cessation of the Services; and
- 1.2.2 a detailed description of both the transfer and cessation processes and activities, including a timetable.
- 1.3 In addition, the Exit Plan shall:
- 1.3.1 document how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration and security as applicable;
- 1.3.2 specify the scope of Services to be provided in the event of expiry or termination (“Transition Services”) that may be required for the benefit of the Authority and detail how such services would be provided (if required), during any such period prior to or following expiry or termination (“Transition Period”);
- 1.3.3 set out procedures to deal with requests made by the Authority and/or a Replacement Supplier for information relating to Staff;
- 1.3.4 address each of the issues set out in this Schedule to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Transition Period;



1.3.5 provide a timetable and identify critical issues for providing the Transition Services; and

1.3.6 set out the management structure to be put in place and employed during the Transition Period.

- 1.4 The Supplier will review and (if appropriate) update the Exit Plan in the first month of each Contract Year to reflect changes in the Services. Following such update the Provider will submit the revised Exit Plan to the Authority for review. Within thirty (30) days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan, based on the principles set out in this Appendix and the changes that have occurred in the Services since the Exit Plan was last agreed.

## ANNEX 1

### EXIT PLAN

**[Note to Bidders: the Exit Plan will be inserted here.]**

## **SCHEDULE 15 – OPERATING MANUAL**

[Manual to be appended here]

## **SCHEDULE 16 – SUPPLIER’S PROPOSALS**

[REDACTED]