

Statement of Requirement

Access Code: [REDACTED]

Contract No.: 712400450

Provision of Transcription Services to the Military Court Service (MCS)

Contents

1.	Introduction	2
2.	Duration	2
3.	Tasks	2
4.	Transcripts	2
5.	Security Vetting	4
6.	Specialist Knowledge, Qualifications and Conduct	4
7.	Contract Monitoring and Feedback.....	4
8.	Further Information.....	5
9.	Payment.....	6
10.	TUPE	6
11.	Intellectual Property (IP) Rights	6
12.	IR35	7
	<i>Appendix 1: Front page of the transcript Template.....</i>	<i>8</i>
	<i>Appendix 2: Certificate Template</i>	<i>10</i>

1. Introduction

- 1.1. The Military Court Service (MCS) has a statutory responsibility to ensure that appropriate records are made of Service Justice proceedings, this is achieved using in-house Digital Audio Recording (DAR) equipment. The Authority has a requirement for transcriptions of Service Court proceedings; this includes Courts Martial, Service Civilian Courts, Summary Appeal Courts and other Judicial Hearings.
- 1.2. Requests for transcription services will predominately come from the MCS, however the Authority also require approved transcription requests to be fulfilled from ad-hoc requestors. The MCS have two permanent court centres in Bulford and Catterick. Additionally, we also conduct Courts Martial at other UK establishments and overseas locations such as Cyprus and Germany. When holding proceedings in these locations the MCS utilise portable DAR equipment.

2. Duration

- 2.1. The duration of the requirement is for a thirty-six (36) month period, to begin as soon as possible after any potential Contract Award. The potential service provider is asked to provide their earliest start date with their response.

3. Tasks

- 3.1 The principal requirement is the production of accurate transcripts of Service Court proceedings from audio files provided by the MCS. The audio files will be uploaded from a stand-alone laptop to a secure accredited and encrypted system hosted or organised by the service provider. The Provider's system must operate on a twenty-four (24) hour a day; seven (7) days a week basis.
- 3.2 The service provider will assign suitably trained resource(s) to produce the transcription within the agreed timescale, upload the completed transcription to its secure system and then send a delivery email to the MCS containing a link to the transcript.
- 3.3 The vast majority of proceedings open to the public and hold a caveat of 'Official'. However, there will be rare occasions where part or all of the proceedings are classified, and the service provider must be able to ensure that any audio recording and subsequent transcript are handled and stored appropriately.
- 3.4 In addition to producing transcripts specifically for the MCS, the service provider must be able to produce transcripts for ad-hoc requestor(s) that have been pre-approved by the MCS. Ad-hoc requestors will include, but not limited to, members of the public, press, court attendees and other MOD requestors. The service provider will only accept work orders from the MCS Designated Officer and not direct from ad-hoc requestors.
- 3.5 For MCS pre-approved ad-hoc transcription requests, the service provider must provide a quotation for transcription. Upon acceptance of the quotation the ad-hoc requestor will provide before commencement of work and be able to receive payment direct from the ad-hoc requestor(s). Such payment methods should include the use of credit/debit card and bank transfer. The MCS will not be liable for non-payment of invoices in connection with ad-hoc requestors.

4. Transcripts

- 4.1 Transcripts are an essential part of court proceedings and are required by the Judge Advocate General, the MCS, the Service discipline branches and the Court Martial Appeal Court. The accuracy and quality of transcripts must therefore be consistently high.
- 4.2 Transcripts will only be required in English, there will not be a requirement to transcribe verbatim in any other language, for example when an interpreter is used during the proceedings.

- 4.3 Transcripts must be verbatim but should exclude hesitation “ums” and “ers”. For occasions where the audio is unclear these instances should be identified as ‘indistinct’.
- 4.4 Transcripts must be provided in the following format:
- a. All transcripts should be single line spacing except for the summing up which should be 1 1/2 line spacing and must correctly identify the speaker.
 - b. The front page of the transcript should include the details at Appendix 1 to this SOR.
- 4.5 The normal requirement for the Service Courts is to produce transcription of the following, however there will be occasions where only specific parts of the proceedings are required:
- a. **Judicial summary of the case** – to transcribe the judge advocate’s summing up of the trial prior to the release of the Board at Court Martial.
 - b. **Judicial sentencing remarks** – to transcribe the judge advocate’s reason for sentence, and the sentence given.
 - c. **Skeleton transcription** – to transcribe the full proceedings with the exception of the testimony provided by witness(es) and the defendant(s). Although the witness/defendant testimony is not required for the skeleton transcript, the name of the witness(es)/defendant(s) sworn together with the start and finish times of their evidence must be included. Where proceedings are held over multiple days, the transcript must be separated for each individual day.
 - d. **Full transcription** – to transcribe the full proceedings including (where applicable) arraignment, legal rulings and directions given by the judge advocate, discussion between counsel and the judge advocate regarding contested issues, opening remarks, plea in mitigation and the testimony of all witness(es) and defendant(s). Where proceedings are held over multiple days, the transcript must be separated for each individual day.
 - e. **Testimony** – to transcribe the full testimony of a witness or defendant.
- 4.6 All transcripts should identify key events (including timings) such as the opening and closing of Court, Board enters/leaves the Court, Board/witness/defendant/interpreter is sworn, breaks within the proceedings, proceedings conducted *in camera*.
- 4.7 Having transcribed the audio file, the transcriber must certify that it has been transcribed correctly - see Appendix to this SOR.
- 4.8 The standard turn-around timescale required by the MCS is fifteen (15) working days. However, there will be occasions where transcription is required at shorter notice and therefore the provider must be able to produce transcripts for the following turn-around timescales:
- a. Within 24 hours*;
 - b. Within 2 working days;
 - c. Within 5 working days;
 - d. Within 10 working days;
 - e. Within 15 working days.
- * *The MCS will call the service provider in advance of these submissions.*
- 4.9 If the requested timescale cannot be achieved, the service provider must notify MCS within the following timescale:
- a. Within 24 hours* – within 2 hours of the request being submitted;

- b. Within 2 working days - within 2 hours of the request being submitted;
- c. Within 5 working days – within 24 hours of the request being submitted;
- d. Within 10 working days – within 24 hours of the request being submitted;
- e. Within 15 working days – within 24 hours of the request being submitted.

** The MCS will call the service provider in advance of these submissions.*

- 4.10 There will be occasions where larger pieces of audio require transcription, for example a full transcription of a 5-day trial. In these instances, if the service provider is unable to meet the requested timescale they must contact the MCS in advance to negotiate an acceptable delivery date.
- 4.11 In the event of a persistent breach of the timescales detailed within Para 4.8 and Para 4.9 which are not satisfactorily managed, the Authority reserves the right to issue a Breach Notice in line with Para 15.3 of the Call-Off Terms and Conditions.
- 4.12 Where an error or potential error has been identified within the transcript, the MCS will email the transcript to the service provider and highlight the paragraph and page number. Any supporting information will be provided if known, for example incorrect spelling of name. For instances where a recipient believes the spoken word is incorrect, the MCS will listen to the audio recording in advance and will provide a clip of said audio to the service provider.
- 4.13 The service provider is to rectify the error within 72 hours of notification. Corrections are to be made free of charge if identified within 3 months of delivery.
- 4.14 In accordance with the Data Protection Act all audio files and subsequent transcripts should be destroyed by the contractor after 6-years.

5. Security Vetting

- 5.1 Transcribers tasked on behalf of the Ministry of Defence (MOD) should be security vetted to Baseline Personnel Security Standard (BPSS). Should there be a requirement for a 'Secret' transcript, the MCS will provide the contractor with a confidentiality agreement that must be signed and returned by the transcriber in advance of access to the audio file.

6. Specialist Knowledge, Qualifications and Conduct

- 6.1 Transcribers employed by the provider must be conversant with:
 - a. Common legal terms, including those used in forensic medicine, and Service terminology;
 - b. The layout and contents of standard legal works of reference, e.g. 'Archbold', Halsbury Laws of England, Criminal Appeal Reports etc;
 - c. The content of the Manual of Service Law (JSP 830), volumes 2 (Court Guide) and 3 (Legal Compendium);
 - d. Guides issued by the Judge Advocate General and the MCS relating to practice, procedure and sentencing;
 - f. Civilian criminal legislation.

7. Contract Monitoring and Feedback

Progress Reports

- 7.1 The potential provider will submit monthly reports which are to include the following information:

- a. Number of transcripts requested on a monthly basis by the MCS and ad-hoc requestors, broken down into:
 - i. Requestor (MCS or ad-hoc requestor);
 - ii. Type of transcript (as identified at para 4.5);
 - iii. Turnaround times (as identified at para 4.8);
- b. Number of transcripts requested on a monthly basis by the MCS and ad-hoc requestors, where the requested turnaround time was not achieved, broken down into:
 - i. Requestor (MCS or ad-hoc requestor);
 - ii. Type of transcript (as identified at para 4.5);
 - iii. Turnaround time requested (as identified at para 4.8);
 - iv. Number of days where deadlines were missed.

Progress Meetings

- 7.2 The Authority reserves the right to convene quarterly, a Performance Review Meeting (PRM). This meeting shall be a forum to discuss the technical performance aspects of the contract and review performance against KPIs. All associated costs arising from the PRM shall be included in the Firm Price proposal.
- 7.3 This meeting can be conducted remotely via Microsoft Teams and should be attended at a minimum by the service provider's contract manager and the MCS Designated Officer.
- 7.4 The Contractor shall be responsible for providing the secretariat role for the PRM and be responsible for the production and distribution of minutes. Minutes shall be produced with thirty calendar days of the relevant meeting.

8. Further Information

- 8.1 The Authority cannot guarantee any level of throughput, this requirement is set on a 'Not To Exceed' (NTE) basis only. Over a 12-month period, MCS submitted approximately 150 transcript work requests. Firm pricing is to be provided by per folio (72 words) and by timescale.
- 8.2 The MCS OMT will task the service provider by uploading the audio file to the service provider's secure platform. The tasking information will include the following:
 - a. Work requests to be funded by MCS*
 - i. MCS unique reference number;
 - ii. Name and Service number of the defendant;
 - iii. Date and location of proceedings;
 - iv. Type of transcript required (as identified at para 4.5);
 - v. Turnaround time required (as identified at para 4.8);
 - vi. Docket to identify the type of hearing and the participants of the proceedings.

*MCS will confirm that these work requests are to be invoiced to the MCS for payment.

- b. Request for quotation for ad-hoc requestor*
 - i. MCS unique reference number;

- ii. Name of requestor;
- iii. Name and Service number of the defendant;
- iv. Date and location of proceedings;
- v. Type of transcript required (as identified at para 4.5);
- vi. Turnaround time required (as identified at para 4.8);
- vii. Docket to identify the type of hearing and the participants of the proceedings.

*The service provider will provide the MCS OMT with the quotation together with an acceptance form that the requestor is required to complete if they wish to continue with the work request. If the quotation is accepted by the requestor, the completed form will be emailed to the service provider. The ad-hoc requestor is responsible for the payment of the work direct to the service provider.

- 8.3 Upon notification of the task from the MCS OMT the service provider is required to acknowledge by email receipt of the tasking request within twenty-four (24) hours for non-urgent requests and by return for 24-hour turnaround tasking requests.
- 8.4 Once the transcript has been completed, the service provider is to email the MCS OMT to advise the document is available for download from the service providers secure platform.
- 8.5 Transcripts must not be emailed direct to an ad-hoc requestor.
- 8.6 Taskings received by the service provider that have not been allocated a unique reference number must be checked with the MCS Designated Officer, or their nominated authorised representative for authentication prior to carrying out any work. The Authority will not be responsible for any work undertaken by the service provider, nor any costs incurred by the service provider, where the task has not been authorised by the MCS Designated Officer, or their nominated authorised representative. All ad-hoc work requests must be paid direct to the service provider by the requestor. The Authority will not be responsible for non-payment of ad-hoc requestor work requests.
- 8.7 The contract provider should provide a designated point of contact for the contract.

9. Payment

- 9.1 Invoices for Work requests funded by MCS are to be raised monthly, to be addressed to the MCS Authorised Demander whose contact details will be given following any subsequent contract award.
- 9.2 All payments are to be made monthly in arrears, upon receipt of an undisputed invoice submitted by the service provider against Purchase Order number(s) provided by the Authority.
- 9.3 Payments will be made via the Contracting, Purchasing and Finance (CP&F) system / EXOSTAR.

10. TUPE

- 10. TUPE shall not be applicable.

11. Intellectual Property (IP) Rights

- 11.1 All IP generated during the contract remains the property of the Authority, The service provider shall not retain IPR relating to any services delivered during the term of the contract.

12. IR35

- 12.1 The MOD is required to inform the service provider whether the off-payroll rules apply or not, and in so doing is also required to provide the reasons for reaching the outcome.
- 12.2 We have assessed that under the Intermediaries legislation, the off-payroll working rules do not apply to this engagement.
- 12.3 This decision has been derived by assessing the requirement in full utilising the following criteria at the below table:

Consideration		Indicators of a supply of a managed service
1	How are the deliverables articulated?	Deliverables will be outcome based with the detail of the outcomes clearly specified in the contract with the Supplier.
2	Who do you articulate the deliverable to?	Deliverables will be articulated to the Supplier. The Supplier will tell the worker(s) what is required of them to deliver the contract.
3	Is the worker under the day to day direction or control of MOD or Supplier?	The worker will be under the day to day direction and control of the Supplier.
4	Who does MOD go to if there is an issue with the quality of service?	MOD will raise quality or non-delivery issues with the Supplier not the resource.
5	Where does the risk of failure sit?	The Supplier will be held accountable for non-delivery of the requirements specified in the contract.
6	Are you looking to hire a specific worker?	MOD will not care who the Supplier sends to perform the work / deliver the service as long as the appropriate SQEP resource is provided.

Enclosures:

Appendix 1 — A template of the front sheet for transcribed proceedings, including an index sheet and certificate signed by the transcriber (Appendix 2)

Appendix 1: Front page of the transcript Template

PROCEEDINGS

of a

TYPE OF HEARING

held at

MILITARY COURT CENTRE BULFORD

before

JUDGE (INSERT SURNAME)**ASSISTANT JUDGE ADVOCATE GENERAL**

on the

xth day of month, year

in the case of

(insert service number, rank, full name)**(Insert unit)**

(In attendance:)

PRESIDENT OF THE BOARD**(insert service number, rank, full name)****(insert unit)****MEMBERS****(insert service number, rank, full name)****(insert unit)**

Appeared on behalf of the Prosecution (Insert name of Counsel)

(Insert name of Counsel) of (insert firm of solicitors or chambers) Appeared on behalf of
Defence

Court Officer (insert name) Military Court Service Representative

TRANSCRIPT OF PROCEEDINGS

(No. of folios)

Appendix 1: Front page of the transcript Template

INDEX**DAY ONE**
PAGE

(List of contents for example)

Pre-Trial Matters 3B (page and paragraph)

The Judge Advocate addressed the President of the Board and Members in accordance with *R v. Morris* 7F

Opening address by the Prosecution 10E

First witness for the Prosecution (insert rank and name) 14F

Second witness for the Prosecution (insert rank and name) 28E

Third witness for the Prosecution (insert rank and name) 52G

The prosecution adduced agreed admissions pursuant to Section 10 of the Criminal Justice Act 1967 73G

Fourth witness for the Prosecution (insert rank and name) 75G

Appendix 2: Certificate Template

CERTIFICATE

In the matter of
Rex v (insert full name)

I, (insert full name of transcriber), of (insert contractor's name and address) hereby certify that the typed transcript herein has been produced to the best of my skill and ability.

Signed:

Date: