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| DATED the  of March 2015 |

(1) THE INFORMATION COMMISSIONER

- and -

(2) BDRC continental ltd

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|  | Agreement    relating to the supply of  customer satisfaction services  **Contract Reference Number: 2015ICO00067** |  |

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This AGREEMENT is made on the of March  20015

BETWEEN:

(1) THE INFORMATION COMMISSIONER (a corporation sole appointed by Her Majesty the Queen) whose head office is at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF (**"Commissioner"**); and

(2) bdcr continental ltd a company registered in England and Wales with company number 02578457 whose registered office is at Kingsbourne House , 229-231 High Holborn, London, WC1V 7DA (**"Supplier"**).

**INTRODUCTION**

**A** The Commissioner is a corporation sole appointed by Her Majesty the Queen and reports directly to Parliament. The Commissioner’s duties are to regulate and promote compliance with the Data Protection Act 1998 (the “DPA”) and the Freedom of Information Act 2000 (the “FOIA”).

**B** The Commissioner wishes to measure customer satisfaction across his office. The Supplier has the necessary skills, expertise and resources to carry out this research and agrees to do so on the terms outlined in this Agreement.

**IT IS AGREED** as follows:

# section a - preliminaries

# Definitions and Interpretation

## In this Agreement the definitions set out in Schedule 1 (Definitions) shall apply.

## The interpretation and construction of this Agreement shall be subject to the following provisions:

### words importing the singular meaning include where the context so admits the plural meaning and vice versa;

### words importing the masculine include the feminine and the neuter;

### reference to a clause is a reference to the whole of that clause unless stated otherwise;

### references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

### references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;

### the words **"include"**, **"includes"** and **"including"** are to be construed as if they were immediately followed by the words **"without limitation"**; and

### headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

## In the event of, and only to the extent of, any conflict between the clauses of this Agreement, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

### the clauses of this Agreement and Schedule 1 (Definitions);

### Part 1 of Schedule 2 ( Services Requirements and Supplier Solution);

### any other Schedules and their annexes (except for Part 2 of Schedule 2 ( Services Requirements and Supplier Solution));

### Part 2 of Schedule 2 ( Services Requirements and Supplier Solution); and

### any other document referred to in the clauses or Schedules of this Agreement.

# DUE DILIGENCE

1. The Supplier acknowledges that it:

## has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Commissioner;

## has raised all relevant due diligence questions with the Commissioner before the Commencement Date; and

## has entered into this Agreement in reliance on its own due diligence alone.

# section B - SUPPLY OF Services

# PROVISION OF Services

## The Supplier shall supply the Services (including for the avoidance of doubt any Additional Services which the Commissioner may require and which are agreed to be supplied by the Supplier in accordance with clause 18) throughout the Term and shall ensure that the Services:

### comply in all respects with the Services Requirements; and

### are supplied in accordance with the Supplier Solution and the terms of this Agreement.

## The Supplier shall at all times perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

### Good Industry Practice; and

### all applicable Laws.

## The Supplier shall draw any conflict between any of the requirements of clause 3.1 and the requirements of clause 3.2 to the attention of the Commissioner and shall comply with the Commissioner's decision on the resolution of that conflict.

## If the Commissioner requires Additional Services, it shall notify the Contractor in writing and the parties shall agree any necessary changes to the Agreement in accordance with clause 18.

# SERVICE FAILURE

## If there is a Service Failure, or if the Supplier believes that there will be a Service Failure, the Supplier shall notify the Commissioner promptly of the Service Failure or likely Service Failure, and, at the request of the Commissioner, shall:

### submit to the Commissioner for approval a plan detailing the action that the Supplier proposes to take to rectify the Service Failure or to prevent the Service Failure from taking place or recurring (**"Correction Plan"**), within 10 Working Days of the Commissioner's notification;

### take all remedial action that is reasonable to rectify or to prevent the Service Failure from taking place or recurring; and

### implement the Correction Plan in accordance with its terms following approval by the Commissioner pursuant to clause 4.1.1.

## Without prejudice to its rights under clause 7, where a Service Failure occurs, the Commissioner may, on written notice to the Supplier, withhold a proportionate amount of the Contract Price in respect of such Services until such time as the relevant Service Failure is remedied. Provided that the relevant Service Failure is remedied, the Commissioner shall resume payment of the relevant part of the Contract Price, including payment of the amount retained.

# EFFECT OF commissioner CAUSE

## To the extent that a Service Failure has occurred as a result of a Commissioner Cause, the Supplier will have the rights and relief set out in clause 5.2.

## The Supplier shall:

### (in measuring the performance of any affected Service) be treated as though the relevant Service had met the relevant requirements of this Agreement to the extent that the Service Failure is due to any Commissioner Cause; and

### not be treated as being in breach of this Agreement to the extent that non‑performance or breach is due to any Commissioner Cause; and

### be entitled to the Contract Price in respect of the relevant Services affected by the Commissioner Cause as if it had not occurred.

## If the Supplier claims that clause 5.1 applies, and in order to claim the rights and reliefs in clause 5.2, it shall provide the Commissioner with details of the Commissioner Cause within 10 Working Days of the event which the Supplier alleges to have given rise to the Commissioner Cause.

## Any disputes about or arising out of whether a Commissioner Cause applies to the Supplier's failure to provide the Services in accordance with this Agreement shall be resolved in accordance with the provisions of clause 19 (Dispute Resolution). Pending the resolution of the dispute both parties shall continue to resolve the causes of, and mitigate the effects of, such failure.

# QUALITY STANDARDS

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 no Quality Standards have been specified in the Services Requirements, the Supplier shall agree any relevant standards for the Services with the Commissioner prior to the supply of the Services and, in any event, the Supplier shall perform its obligations under this Agreement in accordance with the provisions of clause 3 (Provision of Services).

# Remedies in the event of inadequate performance

## In the event that the Commissioner is of the reasonable opinion that there has been a material breach of this Agreement by the Supplier, then the Commissioner may, without prejudice to its rights under clauses 4 (Service Failure) and 43.3 (Termination on Default), do any of the following:

### require the Supplier to re-perform the relevant Services or to comply with its obligations, at its own cost;

### without terminating this Agreement, itself supply or procure the supply of all or part of the Services by a third party until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Commissioner that the Supplier will once more be able to supply all or such part of the Services in accordance with this Agreement;

### without terminating the whole of this Agreement, terminate this Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or

### terminate, in accordance with clause 43.3 (Termination on Default), the whole of this Agreement.

## Without prejudice to its right under clause 13 (Recovery of Sums Due), the Commissioner may charge the Supplier for any costs reasonably incurred (including reasonable administration costs) in respect of the supply of any part of the Services by the Commissioner 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 and provided that the Commissioner uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

# Provision and Removal of Equipment

## Unless the Commissioner specifies otherwise (in which case the Commissioner shall make available to the Supplier the relevant Property in accordance with clause 9) the Supplier shall provide all Equipment necessary for the supply of the Services.

## The Supplier shall not deliver any Equipment, nor begin any work on the Premises, without obtaining prior Approval.

## All Equipment brought onto the Premises shall be at the Supplier's own risk and the Commissioner shall have no liability for any loss of or damage to any Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Commissioner's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Supplier.

## The Supplier shall maintain the Equipment within the Premises in a safe, serviceable and clean condition.

## On completion of the Services the Supplier shall remove the Equipment at its sole cost together with any other materials (including any packaging materials) used by the Supplier in respect of the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.

# Property

## Where the Commissioner issues Property to the Supplier such Property shall be and remain the property of the Commissioner and the Supplier irrevocably licences the Commissioner and its agents to enter any premises of the Supplier at any time during or after the Term (during normal business hours and on reasonable notice) to recover any such Property. The Supplier shall not, in any circumstances, have a lien on or any other interest in the Property and the Supplier shall at all times possess the Property as fiduciary agent and bailee of the Commissioner. The Supplier shall, at the Commissioner's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Commissioner.

## The Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Commissioner of any defects within five (5) Working Days of receipt.

## The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with this Agreement and for no other purpose without prior Approval.

## The Supplier shall ensure the security of the Property whilst in its possession, either on the Premises or elsewhere during the Term, in accordance with the Commissioner's reasonable security requirements as required from time to time.

## The Supplier shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Commissioner's Default. The Supplier shall inform the Commissioner within two (2) Working Days of becoming aware of any defects appearing in, or Losses or damage occurring in respect of, the Property.

# ACCESS TO Premises

## The Supplier shall, at the Commissioner's written request, remove from the Premises any Equipment and/or other materials brought into the Premises by the Supplier which in the reasonable opinion of the Commissioner are either hazardous, noxious or not in accordance with this Agreement and substitute proper and suitable Equipment and/or materials (as appropriate) at the Supplier's expense as soon as reasonably practicable.

## Any access to, or occupation of, the Premises which the Commissioner may grant the Supplier from time to time for the purposes of this Agreement shall be on a non-exclusive licence basis and shall be provided free of charge.

## The Supplier shall have the use of the Premises as licensee and shall vacate the same upon expiry or termination of the Agreement. The Parties agree that there is no intention on the part of the Commissioner to create a tenancy of any nature whatsoever in favour of the Supplier or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Agreement, the Commissioner retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

## The Supplier shall use the Premises solely for the purpose of performing its obligations under this Agreement and shall limit access to the Premises to such Staff as is necessary for that purpose. The Supplier shall co-operate (and ensure that its Staff co-operate) with any other persons working concurrently on the Premises as the Commissioner may reasonably request and shall comply with its obligations set out in this Agreement in respect of the Premises pursuant to clauses:

### 20.8 (Staffing Security);

### 24 (Health and Safety);

### 36 (Security); and

### 38 (Environmental Requirements).

## The Supplier shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Commissioner, and the Supplier shall pay for the cost of making good any damage caused by the Supplier or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

# SECTION c - payment

# charging and invoicing

## Without prejudice to its rights under clauses 4.2 (Retention of Contract Price) and 13 (Recovery of Sums Due), in consideration of the Supplier's performance of its obligations under this Agreement, including the provision of the Services, the Commissioner shall pay the Contract Price to the Supplier in accordance with the payment profile and invoicing procedure specified in Schedule 3 (Pricing and Invoicing).

## The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate this Agreement pursuant to clause 43.4 (Termination by the Supplier) for failure to pay undisputed sums of money. Interest shall be payable by the Commissioner on the late payment of any undisputed sums of money properly invoiced at an annual rate of 2% above the base rate of The Royal Bank of Scotland Plc from time to time.

## Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under this Agreement, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

# tax

## The Contract Price is stated exclusive of VAT, which shall be added at the prevailing rate as applicable by Law and paid by the Commissioner to the Supplier or Her Majesty's Revenue and Customs (**"HMRC"**) (as applicable) following Receipt of a valid UK VAT invoice.

## The Supplier shall indemnify the Commissioner on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Commissioner 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 this Agreement. Any amounts due under this clause 12.2 shall be paid by the Supplier to the Commissioner not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Commissioner.

# Recovery of Sums Due

1. The Commissioner may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Agreement.

# Euro Compliance

## Any requirement of Law to account for the Services in Euros (or to prepare for such accounting), instead of and/or in addition to pounds sterling, shall be implemented by the Supplier free of charge to the Commissioner.

## The Commissioner shall provide all reasonable assistance to facilitate compliance with clause 14.1 by the Supplier.

# SECTION D - Contract governance

# supply chain rights

## The Supplier shall not sub-contract any of its obligations under this Agreement without prior Approval, such Approval not to be unreasonably withheld or delayed (subject to the provisions of clause 15.2).

## The Commissioner may withhold or delay its consent where it considers that:

### the appointment of a proposed sub-contractor may prejudice the supply of the Services or may be contrary to the interests of the Commissioner; and/or

### the proposed sub-contractor is considered to be unreliable and/or has not provided reasonable services to its other customers; and/or

### the proposed sub-contractor employs unfit persons.

## The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

## Where the Commissioner has consented to the placing of sub-contracts, copies of each sub-contract shall, at the reasonable request of the Commissioner, be sent by the Supplier to the Commissioner as soon as reasonably practicable.

# Audit

## For the purposes of the examination and certification of the Commissioner's accounts or any examination (pursuant if appropriate to Section 6(1) of the National Audit Act 1983 or any re-enactment thereof, or any equivalent legislation) of the economy, efficiency and effectiveness with which the Commissioner has used its resources, the Commissioner's statutory auditors may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to produce such oral or written explanations as they consider necessary provided that the carrying out of an examination, if appropriate, under section 6(3)(d) of the National Audit Act 1983 or any re-enactment thereof, or under any equivalent legislation, in relation to the Supplier is not a function exercisable under this clause.

## Except where an audit is imposed on the Commissioner in accordance with clause 16.1 or the Supplier is in Default (in which case the Commissioner may undertake the audits it deems to be necessary), the Commissioner may, not more than twice in any calendar year and for a period of 12 Months following the end of the Term, conduct an audit to:

### verify the accuracy of the Contract Price; and/or

### check the Supplier's compliance with the provisions of this Agreement, including clauses 28 (Protection of Personal Data) and 29 (Freedom of Information).

## Without prejudice to clauses 16.1 and 16.2, the Commissioner may carry out audits of the Supplier's quality management systems (including its compliance with the Quality Standards and any quality manuals and procedures) at regular intervals throughout the Term.

## The Commissioner shall endeavour to (but is not obliged to) provide at least five (5) Working Days’ notice of its intention to conduct an audit. However, the Commissioner shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

## Subject to the Commissioner's obligations of confidentiality, the Supplier shall on demand co-operate, and shall procure that its sub-contractors co-operate, with the Commissioner (and/or its agents or representatives) in relation to each audit, including by providing the Commissioner with:

### all information requested by the Commissioner within the permitted scope of the audit; and

### access to the Staff.

# records

1. The Supplier shall keep and maintain until six (6) years after the end of the Term, or such other period as may be agreed between the Parties, full and accurate records of this Agreement, including the Services supplied under it, all expenditure reimbursed by the Commissioner and all payments made by the Commissioner. The Supplier shall on request afford the Commissioner or the Commissioner's representatives such access to those records as may be requested by the Commissioner in connection with this Agreement.

# Contract Change Procedure

1. No amendment to the provisions of this Agreement shall be effective unless agreed in writing by the Supplier and the Commissioner.

# Dispute Resolution

## Subject to the provisions of clause 19.2, any dispute arising under, or in connection with this Agreement shall be dealt with in accordance with this clause 19 (Dispute Resolution), and neither the Commissioner nor the Supplier may commence or pursue any legal proceedings under the jurisdiction of the courts in connection with any such dispute, until the procedures set out in this clause 19 (Dispute Resolution) have been exhausted.

## Clause 19.1 shall be without prejudice to the rights of termination stated in clause 43 (Termination Rights) and in addition shall not prevent the Commissioner or the Supplier from applying for injunctive relief in the case of:

### breach or threatened breach of confidentiality;

### infringement or threatened infringement of its Intellectual Property Rights; or

### infringement or threatened infringement of the Intellectual Property Rights of a third party, where such infringement could expose the Commissioner or the Supplier to liability.

## All disputes between the Commissioner and the Supplier arising out of or relating to this Agreement shall be referred by [Redacted:Personal data]for the Commissioner or by [Redacted:Personal data] for the Supplier to the other for resolution in the first instance.

## If any dispute cannot be resolved pursuant to the provisions of clause 19.3 within 10 Working Days, that dispute shall be referred to The Commissioner himself and the Managing Director of the Supplier for resolution.

## If the dispute cannot be resolved pursuant to clause 19.4, the parties will refer the dispute to a suitably qualified and experienced expert for determination (**"Expert"**). Such Expert shall be approved by both parties in writing and the Expert's determination shall (in the absence of being negligent or otherwise breaching the terms of his appointment) be final and binding on the parties.

# section E - personnel

# Staff

## The Supplier shall ensure that all Staff supplying the Services shall 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 acknowledges that access to the Premises for the purposes of providing the Services shall require the Commissioner's prior written consent and that the Staff shall be accompanied by a member of the Commissioner's staff on and during all visits to the Premises.

## The Commissioner may refuse to admit onto, or withdraw permission to remain on, the Premises and/or direct the Supplier to end the involvement in the delivery of the Services of any:

### member of the Staff; or

### person employed or engaged by any member of the Staff,

whom the Commissioner believes represents a security risk or whose admission or continued presence on the Premises would be otherwise undesirable.

## At the Commissioner's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission to the Premises in connection with this Agreement, specifying the capacities in which they are concerned with this Agreement and giving such other particulars as the Commissioner may reasonably request.

## If the Supplier fails to comply with clause 20.4 within two (2) Months of the date of the Commissioner's request and, in the reasonable opinion of the Commissioner, such failure may be prejudicial to the interests of the Commissioner or any other Crown Body then the Commissioner may terminate this Agreement, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Commissioner.

1. **Unsupervised Access**

## In the event that any Staff are to be allowed unsupervised access to any area of the Premises, Commissioner System or Commissioner Confidential Information as a necessary part of the provision of the Services by the Supplier to the Commissioner or where otherwise deemed necessary by the Commissioner, the Supplier shall comply with the Staff Vetting Procedures in respect of all such Staff, in order that the Commissioner may maintain best information security practice and accreditation for the Government Secure Intranet (**"GSI"**) and Public Services Network (**“PSN”**).

## **Relevant Convictions**

## The Supplier shall ensure that no person who discloses that he has any Relevant Convictions, or who is found by the Supplier to have any Relevant Convictions (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is employed or engaged in the provision of any part of the Services without the Commissioner's prior and express written consent.

## **Staffing Security**

## The Staff, engaged within the boundaries of the Premises, shall 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 at or outside the Premises including any requirements imposed pursuant to clause 36 (Security).

## Notwithstanding clause 19 (Dispute Resolution), any decision of the Commissioner relating to the interpretation of this clause 20 (Staff), including in respect of:

### any person refused access to the Premises; and

### the Supplier's compliance with clause 20.4,

shall be final and conclusive and it shall not be obliged to provide any reasons for such decision.

# KEY PERSONNEL

## The Parties have agreed to the appointment of the Key Personnel as at the Commencement Date. The Supplier shall, and shall procure that any sub-contractor shall, obtain Approval before removing or replacing any member of the Key Personnel from their corresponding role during the Term, and reasonable written notice must be provided by the Supplier of its intention to replace any member of Key Personnel from their corresponding role.

## The Commissioner shall not unreasonably delay or withhold its consent to the appointment of a replacement to any relevant member of the Key Personnel by the Supplier or sub-contractor.

## The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Services to the Commissioner. The Supplier shall ensure that the role of any Key Personnel is not vacant for any longer than 10 Working Days and that any replacement shall be as or more qualified and experienced as the previous incumbent of such role and is fully competent to carry out the tasks assigned to the role of the member of Key Personnel whom he or she has replaced.

## The Supplier shall ensure that each of the Key Personnel shall work for such a period of time in the performance of the Services that is commensurate with and sufficient to perform the obligation of that person's role unless the Commissioner otherwise gives its prior written consent. To the extent that it can do so without disregarding its statutory obligations, the Supplier shall take all reasonable steps to ensure that it retains the services of all the Key Personnel.

## The Commissioner shall not be liable for the cost of replacing any member appointed to a Key Personnel role and the Supplier shall indemnify the Commissioner against all Employee Liabilities that may arise in this respect.

# EMPLOYMENT INDEMNITY

1. The Supplier shall indemnify the Commissioner against all Employee Liabilities that may arise as a result of any claims brought against the Commissioner by any of the Commissioner's employees or former employees and/or any of the Staff where such claim arises from any act or omission of the Supplier or any Staff.

# staff transfer

1. The Parties acknowledge that the expiry or termination of this Agreement is unlikely to constitute a Relevant Transfer for the purposes of the Employment Regulations.

# Health and Safety

## The Supplier shall promptly notify the Commissioner of any health and safety hazards which may arise in connection with the performance of its obligations under this Agreement. The Commissioner shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Premises and which may affect the Supplier in the performance of its obligations under this Agreement.

## Whilst on the Premises, the Supplier shall comply with any health and safety measures implemented by the Commissioner in respect of its Staff and other persons working there.

## The Supplier shall notify the Commissioner immediately in the event of any incident occurring in the performance of its obligations under this Agreement on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

## The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under this Agreement.

## The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Commissioner on request.

# EQUALITY AND DIVERSITY

## The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

## The Supplier shall take all reasonable steps to secure the observance of clause 25.1 by all Staff and sub-contractors employed in the execution of this Agreement.

# NON-SOLICITATION

1. The Commissioner and the Supplier shall not, and the Supplier shall procure that any sub-contractor shall not, during the Term and for 6 Months following the termination or expiry of this Agreement either directly or indirectly solicit or entice away (or seek to attempt to solicit or entice away) from the employment of the other Party any person employed by such other Party in the provision of the Services or (in the case of the Commissioner) in the receipt and/or administration of the Services.

# section f - Intellectual property, data and Confidentiality

# Intellectual Property Rights

## To the extent that, to benefit from the provision of the Services in the manner anticipated by this Agreement, the Commissioner requires access to and a right to use the Supplier's Intellectual Property Rights, the Supplier grants to the Commissioner a non-exclusive and royalty-free licence for the duration of the Term to use any of the Supplier's Intellectual Property Rights, including the right to grant a sub-licence to all employees, sub-contractors, consultants and professional advisors of the Commissioner.

## All Intellectual Property Rights belonging to a party prior to the Commencement Date shall remain vested in that party.

## All Intellectual Property Rights created as a result of the performance of this Agreement (**"IP Materials"**) shall vest in the Commissioner.

## The Supplier hereby assigns to the Commissioner, with full title guarantee, title to and all rights and interest in the IP Materials. This assignment shall take effect immediately on the coming into existence of the relevant Intellectual Property Rights. The Supplier shall execute all documentation necessary to execute this assignment at its own expense.

# Protection of Personal Data

## With respect to the Parties' rights and obligations under this Agreement, the Parties agree that the Commissioner is the Data Controller and that the Supplier is the Data Processor.

## The Supplier shall:

### Process the Personal Data only in accordance with instructions from the Commissioner (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Commissioner to the Supplier during the Term);

### Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

### implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

### take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data;

### obtain Approval in order to transfer the Personal Data to any sub-contractors or Affiliates for the provision of the Services;

### ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 28 (Protection of Personal Data);

### ensure that no Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Commissioner;

### notify the Commissioner (within five (5) Working Days) if it receives:

#### a request from a Data Subject to have access to that person's Personal Data; or

#### a complaint or request relating to the Commissioner's obligations under the Data Protection Legislation;

### provide the Commissioner with full cooperation and assistance in relation to any complaint or request made, including by:

#### providing the Commissioner with full details of the complaint or request;

#### complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Commissioner's instructions;

#### providing the Commissioner with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Commissioner); and

#### providing the Commissioner with any information requested by the Commissioner;

### permit the Commissioner or a Commissioner representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's data Processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Commissioner to enable the Commissioner to verify and/or procure that the Supplier is in full compliance with its obligations under this Agreement;

### on request, provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by the Commissioner); and

### not Process or otherwise transfer any Personal Data outside the European Economic Area without the prior written consent of the Commissioner and subject to the Supplier entering into a direct data processing agreement with the Commissioner on such terms as may be required by the Commissioner, which the Supplier acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).

## The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Commissioner to breach any of its applicable obligations under the Data Protection Legislation.

# Freedom of Information

## The Supplier acknowledges that the Commissioner is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Commissioner to enable the Commissioner to comply with its Information disclosure obligations.

## The Supplier shall and shall procure that any sub-contractors shall:

### transfer to the Commissioner all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

### provide the Commissioner with a copy of all Information in its possession or power in the form that the Commissioner requires within five (5) Working Days (or such other period as the Commissioner may specify) of the Commissioner's request; and

### provide all necessary assistance as reasonably requested by the Commissioner to enable the Commissioner to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

## The Commissioner shall be responsible for determining in its absolute discretion, and notwithstanding any other provision in this Agreement or any other agreement, whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

## In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Commissioner.

## The Supplier acknowledges that (notwithstanding the provisions of clause 30 (Confidential Information)) the Commissioner may be obliged under the FOIA or the Environmental Information Regulations or any statutory codes, including the Code to disclose information concerning the Supplier or the Services in certain circumstances:

### without consulting the Supplier; or

### following consultation with the Supplier and having taken their views into account,

provided always that where clause 29.5.1 applies the Commissioner shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

## The Supplier shall ensure that all Information is retained for disclosure and shall permit the Commissioner to inspect such records as requested from time to time.

# Confidential Information

## The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Commissioner shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Supplier hereby gives its consent for the Commissioner to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to this Agreement, to the general public.

## Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, the Supplier hereby agrees to:

### treat the Confidential Information as confidential and safeguard it accordingly; and

### not disclose the Confidential Information to any other person without the owner's prior written consent.

## Clause 30.2 shall not apply to the extent that:

### such disclosure is a requirement of Law making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 29 (Freedom of Information);

### such information was in the possession of the Supplier making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

### such information was obtained from a third party without obligation of confidentiality;

### such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

### it is independently developed without access to the Confidential Information.

## The Supplier may only disclose the Confidential Information to such of the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of, acknowledge the importance of, and shall comply with these obligations as to confidentiality.

## The Supplier shall not, and shall procure that the Staff do not, use any of the Confidential Information received otherwise than for the purposes of this Agreement.

## At the written request of the Commissioner, the Supplier shall procure that those members of its Staff identified in the Commissioner's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Agreement*.*

# Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989

## The Supplier shall comply with, and shall ensure that the Staff comply with, the provisions of:

### the Official Secrets Acts 1911 to 1989; and

### Section 182 of the Finance Act 1989.

## In the event that the Supplier or the Staff fail to comply with this clause, the Commissioner may terminate this Agreement by giving notice in writing to the Supplier.

# section G - SUPPLIER and commissioner protection

# Suppliers Obligations

## The Supplier shall:

### at all times allocate sufficient resources to provide the Services in accordance with the terms of this Agreement;

### subject to clause 35 (Change in Law) obtain, and maintain throughout the Term, all the consents, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary to enable the provision of the Services;

### provide to the Commissioner's other suppliers as are notified to the Supplier periodically such reasonable co-operation, information (including any documentation), advice and assistance in connection with the Services to enable any such person to create and maintain technical or organisational interfaces with the Services and, on the ending of this Agreement for any reason, to enable the timely transition of the Services (or any of them) to any Replacement Supplier; and

### provide the Commissioner with such assistance as the Commissioner may reasonably require during the Term in respect of the supply of the Services.

# Warranties and Representations

## The Supplier warrants, represents and undertakes that:

### it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Agreement;

### this Agreement is executed by a duly authorised representative of the Supplier;

### in entering into this Agreement it has not committed any Fraud;

### no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under this Agreement;

### 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 this Agreement;

### no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;

### it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Agreement;

### all Staff used to provide the Services will be vetted in accordance with Good Industry Practice and the Staff Vetting Procedures;

### it has and will continue to hold all necessary regulatory approvals (if any) from the Regulatory Bodies necessary to perform the Supplier's obligations under this Agreement; and

### 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 on-going business concern or its ability to fulfil its obligations under this Agreement.

# Mistakes in Information

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

# section h - risk protection

# Change IN LAW

## The Supplier shall bear the cost of ensuring that the Services shall comply with all applicable statutes, enactments, orders, regulations or other similar instruments and any amendments thereto, except where any such amendment could not reasonably have been foreseen by the Supplier at the Commencement Date.

## Where such reasonably unforeseeable amendments are necessary, the Commissioner and the Supplier shall use all reasonable endeavours to agree upon reasonable adjustments to the Contract Price as may be necessary to compensate the Supplier for such additional costs as are both reasonably and necessarily incurred by the Supplier in accommodating such amendments.

# security

## The Commissioner shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Supplier shall comply with, and shall procure the compliance of the Staff with, all security requirements of the Commissioner whilst on the Premises.

## The Supplier shall comply, and shall procure the compliance of the Staff, with any security policy and/or manual made known to the Supplier from time to time.

# Force Majeure

## Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Agreement (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under this Agreement for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Agreement for a period in excess of four (4) Months, the Party not suffering from Force Majeure may terminate this Agreement with immediate effect by notice in writing.

## Any failure or delay by the Supplier in performing its obligations under this Agreement which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Supplier.

## A Party cannot claim relief in respect of Force Majeure pursuant to this clause 37 (Force Majeure) where the Force Majeure in question is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure.

## If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause 37.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

# Environmental Requirements

## The Supplier shall comply in all material respects with all applicable environmental Laws in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Supplier shall:

### when working on the Premises, perform its obligations under this Agreement in accordance with the Commissioner's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment; and

### promptly provide all such information regarding the environmental impact of the Services as may be reasonably requested by the Commissioner.

## The Supplier shall meet all reasonable requests by the Commissioner for information evidencing compliance with the provisions of this clause 38 (Environmental Requirements) by the Supplier.

# section i - indemnities, liabilities and insurance

# indemnities

## Subject to clauses 40.2 and 40.3, the Supplier shall indemnify the Commissioner and keep the Commissioner indemnified fully against all Losses (including legal fees) which may arise out of, or in consequence of, any IPR Claim, the supply, installation and/or commissioning of the Services or the performance or non-performance by the Supplier of its obligations under this Agreement 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 or indirectly by any act or omission of the Supplier.

# LIMITATIONS of LIABILITY

## Neither Party excludes or limits liability to the other Party for:

### death or personal injury caused by its negligence or that of its employees, agents or sub-contractors (as applicable); or

### Fraud or fraudulent misrepresentation by it or its employees; or

### any breach of any obligations as to title implied by Section 2 of the Supply of Goods and Services Act 1982.

## The Supplier shall not be 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 Commissioner or by breach by the Commissioner of its obligations under this Agreement.

## Subject always to clause 40.1, the Supplier's liability for Defaults shall be subject to the following financial limits:

### in respect of the indemnity in clause 12.2 (Tax) and the indemnity in clause 39.1 for all Losses (including legal fees) which may arise out of, or in consequence of, any IPR Claim, shall be unlimited;

### in respect of Defaults resulting in direct loss of or damage to the Premises, property or assets of the Commissioner under or in connection with this Agreement shall in no event exceed £1 million pounds;

### in respect of all other Defaults (other than those governed by clauses 40.3.1 to 40.3.2) shall in no event exceed the greater of £100,000 or one hundred per cent (100%) of the Contract Price paid or payable by the Commissioner to the Supplier in the year in which the liability arises.

## Subject always to clause 40.1, the Commissioner's total aggregate liability under this Agreement, in addition to its obligation to pay the Contract Price, shall in no event exceed the contract price paid and properly invoiced in the 12 month period immediately preceding the event giving rise to the liability.

## Subject always to clause 40.1, in no event shall either Party be liable to the other for any:

### loss of profits, business, revenue or goodwill; and/or

### indirect, special or consequential loss or damage.

## Subject to clause 40.3 the Commissioner may recover as a direct loss:

### any additional operational, marketing, public relations and/or administrative costs and expenses arising from the Supplier's Default;

### any wasted expenditure or charges rendered unnecessary and/or incurred by the Commissioner arising from the Supplier's Default;

### the additional cost of procuring Replacement Services for the remainder of the Term; and/or

### any anticipated savings.

# Insurance Requirements

## The Supplier shall effect 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 its performance of its obligations under this Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Term and for a minimum of six (6) years following the expiration or earlier termination of this Agreement.

## The Supplier shall hold employer's liability insurance in respect of Staff in accordance with all applicable Laws in force from time to time.

## The Supplier shall give the Commissioner, 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.

## If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by this clause 41 (Insurance Requirements) the Commissioner may make alternative arrangements to protect its interests and may recover the reasonable costs of such arrangements from the Supplier.

## The Supplier shall effect and maintain appropriate professional indemnity insurance cover during the Term and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. To comply with its obligations under this clause 41.5, the Supplier shall ensure professional indemnity insurance is held by the Supplier and by any agent, sub-contractor or consultant involved in the supply of the Services. Such insurance shall be maintained for a minimum of six (6) years following the expiration or earlier termination of this Agreement.

## The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Agreement.

# section J - term, termination and exit management

# Term

1. This Agreement shall take effect on the Commencement Date and shall expire automatically on the third anniversary of this Agreement, unless terminated at an earlier date by operation of Law or in accordance with the provisions of this Agreement (**"Term"**).

# Termination rights

## **Termination on Insolvency**

### The Commissioner may terminate this Agreement by giving written notice of termination to the Supplier if one or more of the circumstances set out in clause 43.1.2 exist.

### The circumstances giving rise to the Commissioner's right to terminate are:

#### where the Supplier is a company, an Insolvency Event occurs in respect of the Supplier;

#### where the Supplier is an individual, a Bankruptcy Event occurs in respect of the Supplier;

#### where the Supplier is a partnership or a limited liability partnership and in respect of the Supplier:

##### 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

##### it is for any reason dissolved; or

##### any applicable Insolvency Event or Bankruptcy Event occurs, such determination to made by the Commissioner in its sole discretion.

## **Termination on Change of Control**

### The Supplier shall notify the Commissioner immediately if the Supplier undergoes a change of control within the meaning of section 450 of the Income and Corporation Taxes Act 2010 (**"change of control"**).

### The Commissioner may terminate this Agreement by notice in writing with immediate effect if there is a change of control to which the Commissioner reasonably objects, except where the Commissioner:

#### has given its prior written consent to the particular change of control, which subsequently takes place as proposed; or

#### has not served its notice within six (6) Months of the later of the date the change of control took place or the date on which the Commissioner was given notice of the change of control.

## **Termination on Default**

### The Commissioner may terminate this Agreement by written notice to the Supplier with immediate effect if the Supplier:

#### commits a Default and if:

##### the Supplier has not remedied the Default to the reasonable satisfaction of the Commissioner within 25 Working Days, or such other period as may be specified by the Commissioner, after issue of a written notice specifying the Default and requesting it to be remedied; or

##### the Default is not, in the opinion of the Commissioner, capable of remedy; or

##### the Default is a material breach of this Agreement;

#### fails to comply with a Correction Plan in respect of a material Service Failure because:

##### the Supplier does not submit or resubmit a Correction Plan for Approval within the timescales required or at all; or

##### the Commissioner (acting reasonably) does not approve the proposed Correction Plan on the second occasion of seeking Approval; or

##### within a reasonable period following Approval, the Correction Plan fails to remedy the relevant Service Failure; or

### Where the Commissioner terminates this Agreement pursuant to this clause 43.3 (Termination on Default) and makes alternative arrangements for the supply of Services, the Commissioner may recover from the Supplier the cost reasonably incurred of making such alternative arrangements and any additional expenditure incurred by the Commissioner throughout the remainder of the Term. The Commissioner shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Commissioner to the Supplier in respect of the Services supplied by the Supplier prior to termination and in accordance with this Agreement but where the payment has yet to be made by the Commissioner, until the Commissioner has established the final cost of making the alternative arrangements envisaged under this clause.

## **Termination by the Supplier**

### The Supplier may terminate this Agreement in writing with immediate effect only if the Commissioner is in material breach of its obligation to pay any undisputed element of the Contract Price by giving the Commissioner 60 days written notice specifying the breach and requiring its remedy, save that such right of termination shall not apply where the failure to pay is due to the Commissioner exercising its rights under clause 13 (Recovery of Sums Due).

### The Supplier shall not exercise, or purport to exercise, any right to terminate this Agreement (or accept any repudiation of this Agreement) except as expressly set out in this Agreement.

## **Termination for Convenience**

### The Commissioner shall have the right to terminate this Agreement at any time by giving one (1) Months' written notice to the Supplier.

## **Right to terminate in part**

### In any of the circumstances in clause 43 in which the Commissioner may terminate this Agreement, the Commissioner may instead terminate any element or part of the Services. In the event of partial termination, the Commissioner and the Supplier shall implement a corresponding reduction in the Contract Price in accordance with Schedule 3 (Pricing and Invoicing). The Supplier shall perform its obligations under clause 44 (Consequences of Expiry or Termination) in relation to the terminated portion of the Agreement only.

# Consequences of Expiry or Termination

## Save as set out in clause 43 (Termination Rights), the Commissioner shall not be required to pay any sums to the Supplier in respect of the termination or expiry of this Agreement by way of compensation or otherwise.

## Termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations accrued under this Agreement prior to termination or expiration and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

## Termination or expiry of this Agreement shall not affect the continuing rights, remedies or obligations of the Commissioner or the Supplier pursuant to clauses 12 (Tax), 13 (Recovery of Sums Due), 16 (Audit), 26 (Non-solicitation), 27 (Intellectual Property Rights), 28 (Protection of Personal Data), 29 (Freedom of Information), 30 (Confidential Information), 31 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), 39 (Indemnities), 40 (Limitations of Liability), 41 (Insurance Requirements), 44 (Consequences of Expiry or Termination), 45 (Recovery upon Expiry or Termination), 46 (Transfer of Terms), 52 (Prevention of Corruption), 53 (Third Party Rights), 55 (Severance), 56 (Entire Agreement) and 59 (Governing Law and Jurisdiction).

# Recovery upon Expiry or Termination

## Following the service of a notice to terminate for any reason the Supplier shall continue to be under an obligation to provide the Services and to ensure that there is no degradation in the standards of the Services until the date of the termination.

## In the event of termination or expiry of this Agreement the Supplier shall:

### repay to the Commissioner any aspect of the Contract Price it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination;

### subject to clause 45.2.4 below, cease to use the Commissioner Data and, at the direction of the Commissioner provide the Commissioner and/or the Replacement Supplier with a complete and uncorrupted version of the Commissioner Data in electronic form in the formats and on media agreed with the Commissioner and/or the Replacement Supplier;

### subject to clause 45.2.4 below, upon the earlier of:

#### the receipt of the Commissioner's written instructions; or

#### 12 Months after the date of expiry or termination,

#### destroy all copies of the Commissioner Data, excepting a copy of any such Commissioner Data which is also a record as set out in clause 17 (Records) and promptly provide written confirmation to the Commissioner that the data has been destroyed;

### immediately return to the Commissioner (or such other party as nominated by the Commissioner) 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;

### immediately deliver to the Commissioner (or such other party as nominated by the Commissioner) all Property (including materials, documents, information and access keys) provided to the Supplier under clause 10 (Access to Premises). Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

### assist and co-operate with the Commissioner (or such other party as nominated by the Commissioner) 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

### promptly provide all information concerning the provision of the Services which may reasonably be requested by the Commissioner for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Commissioner or the Replacement Supplier to conduct due diligence.

## If the Supplier fails to comply with clauses 45.2.2 to 45.2.5, the Commissioner may recover possession of the relevant materials and the Supplier grants a licence to the Commissioner or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or sub-contractors where any such items may be held.

## Except where the end of the Term arises as result of the Commissioner's exercise of its option pursuant to clause 43.5 (Termination for Convenience), the Supplier shall meet all of its obligations under this clause 45 (Recovery Upon Expiry or Termination) at no charge to the Commissioner.

# SECTION K - MISCELLANEOUS AND GOVERNING LAW

# transfer of terms

## Notwithstanding any other provision of this Agreement, to the extent that at any time during the Term the Commissioner is mandated by the Ministry of Justice (or any other Governmental body) to transfer this Agreement onto any other form of standard Government agreement (**"New Agreement"**) the Supplier hereby agrees to:

### terminate this Agreement in the timescales notified by the Commissioner; and

### continue providing the Services set out in this Agreement (as specified in the Services Requirements) pursuant to the terms of the New Agreement for the unexpired Term of this Agreement and in consideration for payment by the Commissioner of the Contract Price set out in Schedule 3 of this Agreement (pro-rated to the extent necessary for the purposes of the New Agreement).

# aSSIGNMENT AND nOVATION

## The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement without Approval.

## The Commissioner may:

### assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement and any associated third party licences to any other Contracting Authority; or

### novate this Agreement and any associated third party licences to any other body which substantially performs any of the functions that previously had been performed by the Commissioner. If this transfer increases the burden of the Supplier's obligations under this Agreement the Supplier may be entitled to a reasonable increase in the Contract Price by way of compensation which can be agreed pursuant to clause 18.

## A change in the legal status of the Commissioner shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Commissioner.

# Waiver AND CUMULATIVE REMEDIES

## The rights and remedies provided by this Agreement may be waived only in writing by an authorised representative of the relevant Party in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

## Unless a right or remedy of the Commissioner is expressed to be an exclusive right or remedy, the exercise of it by the Commissioner is without prejudice to the Commissioner's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

## The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at Law or in equity or otherwise under this Agreement.

# relationship of the parties

1. At all times during the Term the Supplier shall be an independent contractor and nothing in this Agreement shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Agreement.

# Commissioner's Obligations

## Save as otherwise expressly provided, the obligations of the Commissioner under this Agreement are obligations of the Commissioner in its capacity as a contracting counterparty and nothing in this Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Commissioner in any other capacity, nor shall the exercise by the Commissioner of its duties and powers in any other capacity lead to any liability under this Agreement howsoever arising on the part of the Commissioner to the Supplier.

# Conflicts of Interest

## The Supplier shall take appropriate steps to ensure that neither it nor any member of the Staff is placed in a position where, in the reasonable opinion of the Commissioner, 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 Commissioner under the provisions of this Agreement. The Supplier will disclose to the Commissioner necessary particulars of any actual or potential conflict of interest which may arise as soon as reasonably practicable after becoming aware that such actual or potential conflict exists.

## The Commissioner may, in its reasonable opinion, terminate this Agreement immediately by notice in writing and/or to take such other steps as it deems necessary where 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 Commissioner under the provisions of this Agreement. The actions of the Commissioner pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Commissioner.

# Prevention of Corruption

## The Supplier, its Staff and the Supplier's agents and contractors, including each sub‑contractor shall not, in connection with this Agreement:

### directly or indirectly offer, promise or give any person working for or engaged by the Commissioner a financial or other advantage to:

#### induce that person to perform improperly a relevant function or activity; or

#### reward that person for improper performance of a relevant function or activity;

### 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.

## The Supplier shall not enter into this Agreement if it has knowledge that, in connection with it, any financial or other advantage has been, or will be, given to any person working for or engaged by the Commissioner, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Commissioner before execution of this Agreement.

## The Supplier shall have an anti-bribery policy and procedure (details of which shall be disclosed to the Commissioner) to prevent any of its Staff, agents or sub-contractors from bribing another person or being bribed.

## If any of the Supplier, its Staff, agents or sub-contractors, (in all cases whether or not acting with the Supplier's knowledge):

### breaches clause 52.1;

### breaches any applicable legal and regulatory anti-bribery obligations, including the Bribery Act 2010; or

### commits a Prohibited Act;

#### the Commissioner may terminate this Agreement by written notice with immediate effect.

## If any breach of clause 52.4 is suspected or known the Supplier shall notify the Commissioner of such suspected or known breach immediately.

## In the event that the Supplier notifies the Commissioner that it suspects or knows that there may be a breach of clause 52.4 the Supplier shall respond promptly to the Commissioner's enquiries, co-operate with any investigation and allow the Commissioner to audit books, records, and any other relevant documentation.

## Any termination under clause 52.4 shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues, to the Commissioner.

## Notwithstanding clause 19 (Dispute Resolution), any dispute relating to:

### the interpretation of clauses 52.1 to 52.4 inclusive; or

### the amount or value of any gift, consideration or commission,

#### shall be determined by the Commissioner and the decision shall be final and conclusive.

## **Termination for Prohibited Acts**

### If a Prohibited Act is committed by the Supplier or by an employee not acting independently of the Supplier, then the Commissioner may terminate this Agreement by giving notice to the Supplier.

### If a Prohibited Act is committed by;

#### an employee of the Supplier acting independently of the Supplier;

#### a sub-contractor or by an employee of that sub-contractor not acting independently of that sub-contractor;

#### an employee of a sub-contractor acting independently of that sub-contractor; or

#### any other persons connected to the Supplier not specified in clauses 52.9.2.1 to 52.9.2.3,

#### then the Commissioner may give notice to the Supplier of termination and this Agreement will terminate, unless within twenty (20) Working Days of receipt of such notice the Supplier procures the termination of such person's employment and of the appointment of their employer (where not employed by the Supplier or its sub-contractors) and (if necessary) procures the performance of such part of the relevant obligations under this Agreement by another person.

### Any notice of termination under this clause 52.9 (Termination for Prohibited Acts) shall specify:

#### the nature of the Prohibited Act;

#### the identity of the party whom the Commissioner believes has committed the Prohibited Act;

#### the date on which this Agreement will terminate, in accordance with the applicable provision of this clause.

### In this clause 52.9 (Termination for Prohibited Acts), the expression "not acting independently of" (when used in relation to the Supplier or its sub-contractors) means and shall be construed as acting with the authority of or knowledge of any one or more of the directors of the Supplier or the sub-contractor (as the case may be).

# third party rights

## A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## Any rights created under clause 53.1 may be altered or extinguished by the parties without the consent of the third party beneficiaries.

# Publicity, Media and Official Enquiries

## The Contractor shall not make any press announcement in relation to this Agreement or the provision of the Services, except with prior Approval.

## The Contractor shall take reasonable steps to ensure that its Staff, suppliers, professional advisors and consultants comply with clause 54.1.

# SEVERANCE

1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

# Entire Agreement

## This Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

## Each of the Parties acknowledges and agrees that in entering into this Agreement and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to either Party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.

## Nothing in this clause 56 (Entire Agreement) shall operate to exclude any liability for Fraud or negligent misstatement.

# Notices

## Any notices given under or in relation to this Agreement shall be in writing, signed by or on behalf of the Party giving it and shall be served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post or by fax or by email to the address and for the attention of the relevant Party as set out in clause 57.4 below or such other address as that Party may have stipulated in accordance with this clause.

## A notice shall be deemed to have been received:

### if delivered personally, at the time of delivery;

### in the case of pre-paid first class post, recorded delivery or special delivery, three (3) Working Days after the day on which the letter was posted;

### in the case of facsimile transmissions, on the day of transmission if sent before 16:00 hours on any Working Day and otherwise at 09:00 hours on the next Working Day and provided that, at the time of transmission of a fax, an error-free transmission report has been received by the sender; and

### in the case of electronic mail, at the time that the email enters the Information System of the intended recipient provided that no error message indicating failure to deliver has been received by the sender and provided further that within 24 hours of transmission a hard copy of the email signed by or on behalf of the person giving it is sent by pre-paid first class post, recorded delivery or special delivery to the intended recipient.

## In proving service, it shall be sufficient to prove that the envelope containing the notice was addressed to the relevant Party at the address as set out in clause 57.4 below (or such other address as that Party may have stipulated in accordance with this clause) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post, recorded delivery, registered post or airmail letter, or that the notice was transmitted by fax, to the fax number of the relevant Party as set out in clause 57.4 below (or such other fax number as that Party may have stipulated in accordance with this clause).

## As at the Commencement Date, the address of each Party shall be:

### For the Commissioner:

The Information Commissioner

Address:

Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

For the attention of: [Redacted:Personal data]

Tel: [Redacted:Personal data]

Email: [Redacted:Personal data]

### For the Supplier:

BDRC Continental Ltd

Address:

Kingsbourne House, 229-231 High Holborn, London, WC1V 7DA

For the attention of: [Redacted:Personal data]

Tel: [Redacted:Personal data]

Email: [Redacted:Personal data]

# Counterparts

1. This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

# Governing Law and Jurisdiction

1. Subject to the provisions of clause 19 (Dispute Resolution), the Commissioner and the Supplier accept the exclusive jurisdiction of the English courts and agree that this Agreement and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

**IN WITNESS** of which this Agreement has been duly executed by the Parties.

|  |  |
| --- | --- |
| SIGNED on behalf of the Information Commissioner:  ………………………………………… | Signed on behalf of BDRC Continental ltd:  ………………………………………… |
| Name: .............................................................  Job Title:………………………………………  Date:…………………………………………. | Name:............................................................  Job Title:…………………………………….  Date:……………………………………….. |

1. DEFINITIONS

|  |  |
| --- | --- |
| **"Additional Services"** | means any services to be provided by the Supplier beyond those Services agreed as at the Commencement Date, which shall be agreed and documented pursuant to clause 18; |
| **"Affiliate"** | 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; |
| **"Agreement"** | means this written agreement between the Commissioner and the Supplier consisting of these clauses and any attached Schedules. In this Agreement the Commissioner is also acting on behalf of the Crown; |
| **"Approval"** | means the written consent of the Commissioner; |
| **"Bankruptcy Event"** | means the occurrence of any of the following event (or any event analogous to any of the following events in a jurisdiction other than England and Wales) in relation to the relevant entity: |
|  | (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; or |
|  | (b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy; or |
|  | (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; or |
|  | (d) the Supplier 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; or |
|  | (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; or |
|  | (f) he dies or is adjudged incapable of managing his affairs within the meaning of the Mental Capacity Act 2005; or |
|  | (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; |
| **"Breach of Security"** | means the occurrence of: |
|  | (a) any unauthorised access to or use of the Services, the Premises, the Supplier's premises from which the Services are provided, the Supplier System and/or any ICT, information or data (including the Confidential Information and the Commissioner Data) used by the Commissioner and/or the Supplier in connection with this Agreement; and/or |
|  | (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Commissioner Data), including any copies of such information or data, used by the Commissioner and/or the Supplier in connection with this Agreement; |
| **"Bribery Act"** | the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the relevant government department in relation to such legislation; |
| **"change of control"** | has the meaning given to it at clause 43.2.1; |
| **"Code"** | means the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000; |
| **"Commencement Date"** | means the **30 March 2015**; |
| **"Commissioner Cause"** | any breach by the Commissioner of any of the Commissioner's responsibilities set out in this Agreement (except to the extent that it is the result of any act or omission by the Commissioner to which the Supplier has given its prior consent); |
| **"Commissioner Data"** | means: |
|  | (a) 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 Commissioner; or |
|  | (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or |
|  | (b) any Personal Data for which the Commissioner is the Data Controller; |
| **"Commissioner System"** | means the Commissioner's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Commissioner or the Supplier in connection with this Agreement which is owned by or licensed to the Commissioner by a third party and which interfaces with the Supplier System or which is necessary for the Commissioner to receive the Services; |
| **"Confidential Information"** | means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Commissioner, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential; |
| **"Contract Price"** | means the price (exclusive of any applicable VAT) payable to the Supplier by the Commissioner under this Agreement, as set out in Schedule 3 (Pricing and Invoicing), for the full and proper performance by the Supplier of its obligations under the Agreement; |
| **"Contracting Authority"** | means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006; |
| **"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"** shall be interpreted accordingly; |
| **"Conviction"** | other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being made the subject of a prohibition or restriction under section 218(6) of the Education Reform Act 1988); |
| **"Crown Body"** | means any department, office or agency of the Crown; |
| **"Data Controller"** | shall have the same meaning as set out in the Data Protection Act 1998; |
| **"Data Processor"** | shall have the same meaning as set out in the Data Protection Act 1998; |
| **"Data Subject"** | shall have the same meaning as set out in the Data Protection Act 1998; |
| **"Default"** | means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other; |
| **"Data Protection Legislation"** | means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; |
| **"Environmental Information Regulations"** | means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations; |
| **"Employee Liabilities"** | all claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race or disability discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation 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), and any legal costs and expenses; |
| **"Employment Regulations"** | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Council Directive 77/187/EEC on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses; |
| **"Equipment"** | means the Supplier's equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under this Agreement; |
| **"FOIA"** | means the Freedom of Information Act 2000 and any subordinate legislation made under such 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"** | means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding: |
|  | (a) any industrial action occurring within the Supplier's or any sub-contractor's organisation; or |
|  | (b) the failure by any sub-contractor to perform its obligations under any sub-contract; |
| **"Fraud"** | means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Agreement or defrauding or attempting to defraud or conspiring to defraud a Crown Body; |
| **"Good Industry Practice"** | means standards, practices, methods and procedures conforming to the Law and the exercise of that 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; |
| **"ICT Environment"** | means the Commissioner System and the Supplier System; |
| **"Information"** | has the meaning given under section 84 of the FOIA; |
| **"Information System"** | means a system for generating, sending, receiving, storing or otherwise processing electronic communications; |
| **"Insolvency Event"** | means the occurrence of any of the following event (or any event analogous to any of the following events in a jurisdiction other than England and Wales) in relation to the relevant entity: |
|  | (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; or |
|  | (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); or |
|  | (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; or |
|  | (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or |
|  | (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; or |
|  | (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or |
|  | (g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; |
| **"Intellectual Property Rights"** or **"IPR"** | means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including the United Kingdom) and the right to sue for passing off; |
| **"IP Materials"** | has the meaning given to it in clause 27.1; |
| **"IPR Claim"** | means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to in connection with the Services or as otherwise provided by the Supplier (or to which the Supplier has provided access) to the Commissioner in the fulfilment of its obligations under this Agreement; |
| **"ISMS"** | means the Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the Parties and will directly reflect the scope of the Services; |
| **"Key Personnel"** | means those persons named in the Services Requirements as being key personnel; |
| **"Law"** | means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body; |
| **"Losses"** | (without limitation) any damages, liabilities, claims, demands, proceedings, actions, costs, charges, losses and/or expenses; |
| **"Month"** | means a calendar month; |
| **"Party"** | means a party to this Agreement and **"Parties"** shall be interpreted accordingly; |
| **"Personal Data"** | shall have the same meaning as set out in the Data Protection Act 1998; |
| **"Premises"** | means premises owned, controlled or occupied by the Commissioner which are made available for use by the Supplier or its sub-contractors for provision of the Services (or any of them) on the terms set out in this Agreement or any separate agreement or licence, as set out in the Services Requirements; |
| **"Process"** | has the meaning given to it under the Data Protection Act 1998 but, for the purposes of this Agreement, it shall include both manual and automatic processing and **"Processing"** shall be construed accordingly; |
| **"Prohibited Act"** | means:  (a) directly or indirectly offering, promising or giving any person working for or engaged by the Commissioner 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) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; |
|  | (c) entering into this Agreement or any other contract with the Commissioner in connection with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Commissioner; |
|  | (d) committing any offence: |
|  | (i) under the Bribery Act; |
|  | (ii) under any other Laws creating offences in respect of Fraud; or |
|  | (iii) at common law in respect of Fraud in relation to this Agreement or any other contract with the Commissioner; or |
|  | (e) defrauding or attempting to defraud or conspiring to defraud the Commissioner; |
| **"Property"** | means any equipment, tools or other property, other than real property, issued or made available to the Supplier by the Commissioner in connection with this Agreement; |
| **"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, as may be further detailed in the Services Requirements; |
| **"Receipt"** | means the physical or electronic arrival of an invoice at the address of the Commissioner detailed in Schedule 3 (Pricing and Invoicing) or any other address notified to the Supplier for the submission of invoices; |
| **"Regulatory Bodies"** | means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Commissioner and "**Regulatory Body**" shall be construed accordingly; |
| **"Relevant Convictions"** | means a Conviction that is relevant to the nature of the Services; |
| **"Relevant Transfer"** | means a "relevant transfer" as such term is defined in Regulation 2 of the Employment Regulations; |
| **"Replacement Services"** | any services which are substantially similar to any of the Services and which the Commissioner receives in substitution for any of the Services following the expiry or termination or partial termination of this Agreement, whether those services are provided by the Commissioner internally and/or by any third party; |
| **"Replacement Supplier"** | any third party service provider of Replacement Services appointed by the Commissioner from time to time; |
| **"Request for Information"** | means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations; |
| **"Schedule"** | means a schedule attached to, and forming part of, this Agreement; |
| **"Service Failure"** | the Supplier's failure to deliver any part of the Services in accordance with its obligations under this Agreement; |
| **"Services Requirements"** | means the description of the Services to be supplied under this Agreement as set out in Part 1 of Schedule 2 (Services Requirements and Supplier Solution), including, where appropriate, the Key Personnel, the Premises and the Quality Standards; |
| **"Services"** | means the services to be supplied by the Supplier to the Commissioner pursuant to this Agreement (including any Additional Services), as specified in the Services Requirements; |
| **"Staff"** | all employees, agents, consultants and contractors of the Supplier and/or any sub-contractor; |
| **"Staff Transfer"** | the transfer of staff pursuant to the Employment Regulations under this Agreement; |
| **"Staff Vetting Procedures"** | the Commissioner's procedures and departmental policies for the vetting of personnel as set out at Schedule 4 (Staff Vetting Procedures); |
| **"Supplier Party"** | the Supplier's agents and contractors, including each sub-contractor; |
| **"Supplier Solution"** | the Supplier's solution for the Services attached to this Agreement at Part 2 of Schedule 2 (Services Requirements and Supplier Solution); |
| **"Supplier System"** | the information and communications technology system used by the Supplier in performing the Services including any software, the Equipment and related cabling (but excluding the Commissioner System); |
| **"Tender"** | means the document(s) submitted by the Supplier to the Commissioner in response to the Commissioner's invitation to suppliers for formal offers to supply it with the Services; |
| **"Term"** | has the meaning set out in clause 42; |
| **"VAT"** | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| **"Working Day"** | means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London. |

1. Services Requirements and Supplier Solution
   1. - Services Requirements

## In assisting the Commissioner by measuring customer satisfaction, the Supplier shall familiarise itself with the Information Commissioner’s Office (ICO) services, departments and their customer groups. These servicesand departments include:

## Advice services, including the helpline and written advice

## Performance improvement

## Registration / Notification

## Good Practice

## Enfocement

## Press Office

## The Commissioner requires the Supplier to recommend appropriate research methodology and then measure customer satisfaction across the different groups as required at times to be agreed over the Term of the Agreement.

**Service objectives:**

1. **Helpline / Performance Improvement / Written advice:**

* To assess individual customer group levels of satisfaction;
* to evaluate whether an overall (or composite) customer satisfaction index is possible and would be of any value;
* to evaluate specific features of the service;
* to assess levels of overall satisfaction compared to the outcome of the call;
* to identify the importance of obtaining advice from someone with specific knowledge of a business sector or whether advice from the general helpline is satisfactory;
* to identify areas where customers believe improvements could be made to the service they receive (to be split by those satisfied with outcome of their case and those that are not);
* whether the advice is accepted;
* to identify whether the advice given is understandable or is too complex or legalistic;
* to assess how pro-active the office is perceived to be;
* to identify whether customers believe their request for advice is being handled in a timely manner;
* to assess how satisfied customers are with how their enquiry was processed;
* to identify where else went to for advice if we were unable to help; and
* to ascertain how the customer arrives at making an enquiry of the ICO, ie whether the ICO is the customer’s first or last port of call.

1. **Registration:**

* To assess individual customer group levels of satisfaction;
* to evaluate whether an overall (or composite) customer satisfaction index is possible and would be of any value;
* to evaluate specific features of the service;
  + new registrations
  + renewals
  + amendments and removals
* to identify the importance of obtaining advice from someone with specific knowledge of a business sector or whether advice from the general helpline is satisfactory;
* to identify areas where customers believe improvements could be made to the service they receive (to be split by those satisfied with outcome of their case and those that are not);
* to identify whether the advice given is understandable or is too complex or legalistic;
* to identify whether customers believe their request is handled in a timely manner; and
* to assess how satisfied customers are with how their enquiry was processed.

1. **Good Practice:**

* To assess individual customer group levels of satisfaction;
* to evaluate whether an overall (or composite) customer satisfaction index is possible and would be of any value;
* to evaluate specific features of an ICO audit, ascertaining whether the customer believed that:
  + the scope of the audit was relevant
  + the audit ran on schedule and with minimum disruption
  + ICO staff conducted themselves in a professional and helpful manner
  + the report was delivered on time and addressed the key risk areas
  + recommendations made were constructive and appropriate
  + the process raised awareness of the importance of data protection within their organisation
  + the audit resulted in improved data governance
  + there is potential for future ICO audits in their organisation
* to assess levels of overall satisfaction compared against the outcome of the audit report;
* to identify areas where customers believe improvements could be made in relation to the scope of the audit;
* To evaluate specific features of an ICO Good Practice workshop, ascertaining whether the customer believed that:
  + the workshop content was relevant and at a suitable level
  + participating in the case scenarios and discussing with other delegates was beneficial
  + the balance between presentations and participation in exercises was appropriate
  + the workshop will help in the day to day work environment

1. **Enforcement**

* To assess individual customer group levels of satisfaction;
* to evaluate whether an overall (or composite) customer satisfaction index is possible and would be of any value;
* to evaluate specific features of ICO enforcement action, ascertaining whether the customer believed that:
  + our investigations were conducted thoroughly and effectively;
  + an appropriate level of communication was maintained throughout the process;
  + enforcement action was issued promptly and proportionately;
  + ICO staff were professional and efficient throughout the process.
* to assess levels of overall satisfaction overall compared against the outcome of the investigation;
* to identify areas where customers believe improvements could be made in relation to the outcome of the investigation or enforcement action.

1. **Press Office**

* To assess individual customer group levels of satisfaction;
* to evaluate whether an overall (or composite) customer satisfaction index is possible and would be of any value;
* to assess how pro-active the press office is perceived to be;
* to identify whether journalists believe their requests are handled in a timely and effective manner;
* to identify whether the advice given is understandable or is too complex or legalistic;
* to assess how satisfied journalists are with how their request was handled;
* to assess how satisfied journalist are with the out-of-hours service operated by the press office.
* to identify areas where journalists believe improvements could be made to the service they receive (to be split by those satisfied with outcome of their contact and those that are not);

**Communications objectives (for all service areas):**

* To identify how effective current methods of communication with customers are;
* to identify the method by which customers prefer to communicate with the office;
* to ascertain how well informed customers feel they are with the progress of their enquiry;
* to identify how clearly guidance is explained; and
* to ascertain whether customers have used our website to gain advice in the first place or whether they have been advised to visit the website by the compliance department.

**Staff objectives (for all service areas):**

* To identify how satisfied customers are with the attitude of staff;
* to ascertain how knowledgeable staff are perceived to be;
* to identify whether members of staff deal with enquiries in a reasonable period of time;
* to assess the ease of contacting members of staff; and
* to ascertain the level of interest staff members show in customers’ enquiries, as perceived by customers.

**Deliverables**

The Commissioner may decide to measure satisfaction from just a selection of service areas if this is seen to be more appropriate.

The Supplier shall:

* devise how the sample should be drawn to most suitably reflect the nature of ICO services and customer groupings;
* advise how satisfaction would be best measured for each customer group;
* provide details of recommended methodologies for each ICO service and customer group;
* devise a suggested schedule (including timescales) and order of work; and
* include provisions to benchmark satisfaction levels (on which future comparisons can be made); and
* carry out the survey work and present the results to the ICO.

## It is envisaged that the Services will be performed predominantly at the Supplier’s Premises.

* 1. - Supplier Solution

## ***Key Personnel***

The team who will work on the project has been selected on the basis of its experience of working with not for profit organisations and their experience of working with satisfaction surveys. The project management team and the operations department (consisting of the telephone centre and data processing department) are based in the same offices in Holborn, London.

[Redacted: Personal data] would have overall responsibility for the project. They would work with other key members of the team. The project team would therefore consist of the following: [Redacted: Personal data]

All members of the appointed team have been personally involved in most projects itemised in our experience section.

Given the BDRC Group has much internal resource, the project would not be outsourced to sub-contractors.

## ***The Solution:***

BDRC Continental is notified as a Data Controller under the Data Protection Act. Details of our data handling approaches have been provided to the Commissioner.

Customer satisfaction research was last carried out by the Commissioner in 2012. Over this time, the wider market place is more demand led, with services and businesses keen to retain their market share during an economic downturn. Public funded organisations are also managing their operations with post austerity measure budget cuts, whilst still trying to maintain their service levels to ones which their customers would expect.

The Commissioner wishes to measure customer satisfaction across his service areas to understand how customer service is performing and how this might be enhanced. A budget for the next three years is available and we lay out here our suggested approach to conducting research across all service areas.

* 1. **Overview of our approach**

When deciding on our approach we consider a pragmatic approach:

* Possible contact methods to interview customers
* Most appropriate methods that will avoid or minimise survey bias
* The most cost effective methods.

At an initiation meeting, we would plan out the most appropriate approach to include the views of the varied customer groups, but we also outline our optimum approach here which, given our current knowledge of the challenges and objectives involved provides the optimum level of research information.

We recommend a largely quantitative method of data collection, but there may also be a role for qualitative research where more in-depth knowledge of customer experiences is required. The research methods which we believe are appropriate for this Agreement are:

* **Telephone interviewing:** This method is appropriate to use where telephone contact details are available for customers. A telephone interviewing approach allows a uniform method where there is limited selection bias, i.e. we approach all customers on an equal basis and set quota controls to maximise a representative sample. This method is more costly than the self-completion methods available, but as online or postal self-completion may not be possible due to limited contact details of this nature, a telephone approach may be the only option available.
* **Self-completion interviewing via online:**  This method involves sending customers an email invite to participate in research with a url link to an online questionnaire. This method is extremely cost effective (given there are no interviewer fees and only software charges involved) and provides an excellent alternative to telephone research. However, the use of online research depends on the quality and coverage of email addresses held. If email addresses are only available for a proportion of the database, this may mean the database is biased in some way, in which case bias may be able to be managed through setting quota controls and careful management of survey invitations, but may mean that that an online approach is inappropriate. A lower response rate to online surveys are expected (compared to a telephone approach), therefore where smaller groups of customers exist, an online approach may not provide a sufficiently robust sample size.
* **Self-completion interviewing via postal methods:** This method may be required where telephone and email contact details are not held, for example, for the Written Advice Service. The approach may involve some survey bias, where control of completed interviews is more limited. Again, corrective measures can be put in place to re-align bias by weighting the interview data to its true profile of Written Service advice users (where information is available).
* **Mystery shopping:** A mystery shopping exercise is a useful alternative to interviewing customers directly for some objectives which cover the knowledge of staff, the conduct of staff and ratings of the call experience. Where these objectives do not appear to play a major role in the evaluation, it may be that this method could be used further in the research programme, should any concerns be raised concerning these issues from research information or other sources. For example, we have used this method in the past to measure customer satisfaction of the Local Government Ombudsman’s helpline service. Given callers were often highly emotionally involved with a complaint they were calling about, traditional customer satisfaction research evaluating satisfaction of the service was often meshed with the outcome of a complaint investigation, where those with negative outcomes were less satisfied. A mystery shopping exercise involved our mystery shoppers calling and emailing the ICO in connection with a specific set of complaint types. The uniform approach allowed mystery shoppers to measure the service and knowledge and quality of advice on a level playing field to identify improvements to the service.

**Qualitative Research:** Would be adopted where either: there are few contacts to provide robust quantitative data or as an additional requirement following quantitative research where a specific issue is raised and in-depth rich information is required to understand customer experience and where the journey might be improved.

We considered but rejected:

* Automated post telephone research: This is where Interactive Voice Response system (IVR) is used to ask questions to a caller. Callers can then answer questions by using their keypad or via voice recognition. We would advise against this for this type of research. The number of questions is limited by number and quality. The questionnaire needs to be short and can only include short answers for example yes/no or rating scale questions, so would not fulfil objectives fully. Additionally, although the call will be very fresh in the callers’ minds, the outcome of the call may affect their rating of satisfaction measures.

We therefore recommend the following approaches with each of the Commissioner’s service and customer groups described in the brief along with recommended sample sizes:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | Research method | | | |
|  | **No. of contacts available** | **Telephone** | **Online** | **Postal** | **Qualitative** |
| **1a Helpline advice** | 243K annually | 300 or 500 interviews OR | 1000 interviews | x | Not planned, but may be required for follow-up to quantitative |
| **1b Written advice** | 12K annually | x | See postal | 300 interviews (alternative online questionnaire provided for those who require – likely to be c10% | x |
| **2 Performance improvement** | 20K annually | 300 or 500 interviews OR | 500 interviews | x | Not planned, but may be required for follow-up to quantitative |
| **3 Registration enquiries** | c.7000 weekly | x | 2000 interviews | x | x |
| **4 Good practice** | c180 annually | x | 75 interviews | x | x |
| **5 Enforcement** | c1700 annually | 200 interviews | x | x | x |
| **6 Press office** | 2000 calls per year | x | x | x | 10 depths interviews |

In more detail the rationale for each approach is:

* **1a Helpline advice:** This approach allows for either an online or telephone research approach. The approach selected is dependent on the quality of the database of contacts. If email contact is collected for a representative spread of the database, an online approach is most appropriate. If this email information is not available, a telephone approach is recommended. A large online sample size is possible given the cost per interview is much lower than that for a telephone approach.
* **1b Written advice:** Given the postal contact method used by customers, a postal method is likely to be most appropriate, where alternative telephone and email contact methods are not available. The postal questionnaire will also include a url link to an online question to provide an alternative to mailing a completed paper questionnaire. This usually results in 10% completing an online questionnaire.
* **2 Performance improvement:** As with 1a, this approach allows for either an online or telephone research approach. The approach selected is dependent on the quality of the database of contacts. If email contact is collected for a representative spread of the database, an online approach is most appropriate. If this email information is not available, a telephone approach is recommended. A similar sample size for both approaches is provided given the size of the database and accounting for a lower response rate anticipated with online research compared to telephone.
* **3 Registration enquiries:** Its assumed email addresses are held for organisations given its prevalence as a method of communications in the business to business world. A large sample size can be achieved online which covers the different types of enquiries and methods of enquiry (e.g. calls, written correspondence, new registrations, amends and renewals).
* **4 Good practice:** Online research is recommended as this is a relatively simple quality measure of the good practice audit, advisory visit or workshop. A link to an online questionnaire could be sent to participating organisations on a monthly basis (for those completing that month) to administer the online questionnaire. Response should be relatively high given the face to face engagement and the recent occurrence of contact.
* **5 Enforcement:** Whilst enforcement interviews could be conducted via an online method, we would advise against this given the sensitive nature of the contact. An online approach could be skewed to those who have the most to say or those with more nefarious activities could be less likely to take part. With a telephone approach, self-selection biases are reduced. A personal approach also provides the opportunity for organisations to say what they want to say in an open question environment where they feel listened to, before moving onto the more constrained quantitative questions to measure satisfaction.
* **6 Press office:** Where we understand 2000 press office calls are handled per year, it is likely there are repeat callers within this number and the number of callers could be more finite. Given the type of call, where more constrained rating measures may not work as well, qualitative questions may lend themselves well to measuring and understanding satisfaction and how services could be improved.

**Recommended approach**

For the purposes of providing a fixed cost over the three year period, we provide our recommendation on the frequency of conducting research (further discussion on frequency can be found in section 3). This currently assumes all customer service groups are included at least once. As discussed in section 3, the priority may be to conduct research more frequently with a single customer service group and not to include some of the less important customer groups.

Year one and year two are combined below but may be broken into two years. We recommend that each customer survey is staggered to some extent to allow for learning from earlier surveys into later surveys.

**Year one and two**

All seven customer surveys are carried out.

|  |  |
| --- | --- |
| Customer service type | Type of survey |
| 1a Helpline | Shorter telephone interview |
| 1b Written | Shorter telephone interview |
| 2 Performance Improvement | Shorter telephone interview |
| 3 Registration enquiries | Shorter online interview |
| 4 good practice | Shorter online interview |
| 5 enforcement | Shorter telephone interview |
| 6 Press Office | Qualitative interviews |

**Year three**

Two repeat surveys are possible to provide a tracking element, for example, 1a helpline and 3 Registration enquiries. The following sections provide more detail on the planning and execution of the surveys.

* 1. **Approach - detailed discussion** 
     1. **Sample size**

The quantitative sample sizes provided in section 1.2 provide at least a minimum robust sample size for analysis, where at least 100 interviews per group of interest are included. The larger the sample size, the more robust the sample size will be and the great opportunity there is for sub-sample analysis, for example in the case of advice services, analysis by the type of enquiry/complexity, time of day of call (where calls at busier times can result in lower satisfaction levels).

The number of interviews is also determined by the database available.

When determining the sample size, the size of the contact database is also taken account of. The response rate to a telephone interview would be expected to be around 10% to 20%, for online this is expected at 5% to 10%.

A telephone interviewed sample size in excess of 500 is unlikely to be necessary. 500 interviews provide a robust sample size for analysis and allow sub sample analysis whilst not excessively using the research budget. Larger sample sizes have been provided for online research given the small incremental cost for additional interviews, this allows further sub-group analysis.

* + 1. **Provision of databases**

We assume databases of customers can be provided to BDRC Continental as a third party contact. We assume either there is an opt out policy already in place for customer contact by a third party, or the Commissioner has considered how this will be managed going forward – either by introducing this or contacting customers and asking them to express if they wish to opt out. If assistance with this process is required additional costs may be incurred. Our data handling methods comply with ISO 90001 procedures.

The timing of provision of databases during the research process will be critical in ensuring optimal time between customer contact and research interview. Ideally there should be up to a two-week time lag to allow for immediate views on the contact to have settled, but for recollection of the contact not to become too hazy.

Databases will be de-duplicated by us to ensure customers are not contacted multiple times. For example, repeat callers or those who have contacted via Advice Services and have been referred to Performance Improvement.

* + 1. **Achieving representative data**

**Quota controls and data weighting**

It is important that the interviewed sample for each quantitative research component is representative of its universe. To this end, we would set quota controls where possible to minimise any sample bias. The quota controls set will be dependent of the type of information that is already known about the databases. Quota controls will be set based on the original database. Quota controls measures might include:

* Geographic location
* Type of respondent
* Type of query
* Call characteristics: eg time or day of customer call

Where quota controls may not be possible or limited because of the information on the databases, we would feed through the sample to be included in ‘tranches’, and only replenish sample when a ‘tranche’ is exhausted.

This will ensure that multiple attempts are made to reach an individual (if they cannot be reached at the first attempt), therefore attempting to interview all potential respondents and not just those who are easy to reach (those who are more likely to be available). However, we are also careful not to over pursue respondents, keeping notes about how often people have been contacted; if respondents were thought to be overburdened we would avoid further contact.

Every endeavour will be made to meet these quota controls, however there may be some exceptions:

* A lack of available contacts for a quota cell: where fewer contacts with accurate contacts details may hamper response
* A finite database: where a smaller database may mean response is picked up more successfully from some cells and not others
* Over response from certain cells: This applies particularly to postal self-completion where less control is possible over who completes the survey. In the case of online self-completion, the survey can be set out to screen any ‘over’ response cells

Where quota controls are not met entirely, corrective weighting will be imposed on the database to make the data representative.

**Maximising Response Rates**

To boost response to enable quota controls to be met as far as possible, we would take the following steps:

* Running fieldwork over a number of days to maximise the chances of calling when the respondent was at home.
* Operating interviewing times to maximise response. For instance it is assumed home telephone numbers would largely be supplied for consumer-related queries, therefore phone calls would largely take place in the evening (5pm to 9pm,) and at weekends (Saturdays from 11am to 6pm and Sundays from 12pm to 6pm). Business-related calls would take place in usual working hours.
* Calling numbers which were ‘no reply’ at different times of day to increase the likelihood of someone being available.
* Ensuring multiple attempts are made to contact each respondent, this is usually in the range of 3 to 5 attempts.
  + 1. **Questionnaire design and approach**

**Content**

When designing the questionnaire, we will work collaboratively with the Commissioner to design a questionnaire that is fit for purpose in providing robust data and covering all objectives. We recommend convening a specific questionnaire design meeting.

Given the last time customer satisfaction research was carried out in 2012, it would be appropriate to retain some of the questions from the previous surveys which would provide some point of comparison for this future work. We can also take learnings from the earlier questionnaire, for example, if there were any questions which did not work optimally and how they could be improved. Therefore the previous questionnaire would form part of the questionnaire design process.

A draft questionnaire will be drawn up based on discussions and the previous questionnaire, ensuring objectives in the brief are addressed. We anticipate there will some cross over between each service in terms of the questions that can be put to each audience. This is useful as it allows direct comparisons across service types. This also provides costs savings. To this end we have assumed that Advice Services (1a and 1b) and Performance Improvement (2) questionnaires would be around 75% similar.

**Pilot**

We recommend piloting the questionnaire to test questionnaire comprehension and understanding amongst key customer groups. This pilot is accounted for in costs.

We recommend piloting 30 customers by telephone (regardless of whether an online or telephone approach is used). This allows us to hear whether customers understand questions and to ask them their views on the questionnaire and if any areas are missing from the questionnaire which they would like covered.

**Length**

We have provided costs for a 10 or 15 minute questionnaire. This provides an optimal length which should cover the detail required for each customer group, but also not to be so long that it is unwieldy for a telephone, or in particular, self-completion interview. We largely recommend a 10 minute questionnaire given the cost savings. This allows focus on the areas of most importance and less on areas which are ‘nice to know about’.

**Composite customer satisfaction index**

The inclusion of a composite customer satisfaction score could be considered and our experience of using them is shared. We discuss using Key Driver Analysis to understand what affects satisfaction the most in section 1.4 below. Using the factors which affect satisfaction in relation to overall satisfaction, and giving them appropriate weight to provide a composite score, can add real insight for improving customer service ratings and encourage users to think about a richer set of measures.

We have developed our own ‘Service Intensity’ model which we apply to help clients understand service success from a range of measures.

In summary, the pros for using a composite satisfaction are:

* It can force the end user of the research to think about a richer set of summary measures, rather than just an overall satisfaction score which might be quite superficial, or focussing on one hygiene factor at the expense of others
* Where the measures are a little different in the various surveys, one or a number of composite scores could help with comparison/benchmarking across them

There are some potential drawbacks:

* It can be confusing to end users within the organisation
* It may not add anything on top of a customer satisfaction measure.  This is something which will become apparent at analysis stages.
  1. **Analysis**

At BDRC Continental, we use advanced analysis techniques to extract the maximum amount of information possible from any research data, in order to enhance the insight we can give to clients. Below, we outline some additional analysis that might allow us to extract valuable insights from the data.

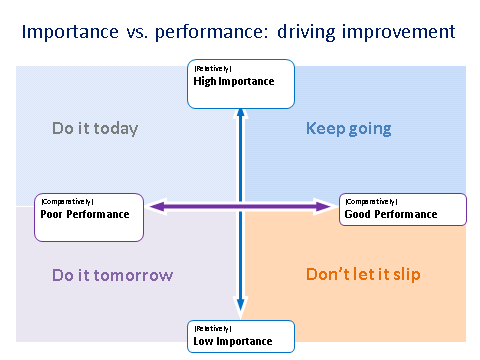
**Understanding what drives satisfaction**

If the Commissioner can understand what factors most drive satisfaction, his organisation is in a better position to make appropriate changes to improve satisfaction. Introducing multivariate analysis at each end of year reporting stage will identify the key drivers of satisfaction and dissatisfaction. Key driver analysis (KDA) is used to ascertain which factors most affect overall views or satisfaction. KDA shows associations in the data in terms of which factors or variables most correlate with overall satisfaction, and shows the areas which might be best to focus on, to have the most effect on future satisfaction. It is also useful to use KDA to inform influences on dissatisfaction separately. This may be appropriate when examining the halo effect of negative outcome calls, as discussed below.

As mentioned in our questionnaire design section, KDA can be used to further examine the use of a Composite Satisfaction Score.

**Satisfaction priorities**

To further understand which elements of the service need most attention to achieve the most impact, research can be used to not only understand the satisfaction with differing elements of the service, but to also rate these elements to measure how important they are. For instance if being kept informed about delays achieved a low satisfaction score, but was also rated as less important, addressing issues with delay communications would not be a priority area. An example of this analysis is provided below:



**Customer effort**

Another important element which ICO might consider is to include questions which measure customer effort. This is an important component of a customer’s transaction. Measurements around this issue will help to further understand satisfaction and how this related to a customer’s behaviour.

**Examining the halo effect**

Halo effects can sometimes be assumed to cause a research result to change without necessarily any change to a service. Often halo effects can be as a result of external forces, or a customer’s overly negative view of one aspect of the service can negatively affect their view of another aspect of the service (even though their experience here was no different to a satisfied peer). In this case, this might occur when a complaint is not accepted for investigation, or when the outcome of an investigation is that the complaint is not upheld. This negative feeling can then get in the way of rationally commenting on other aspects of the service. For example they may not be happy with the outcome of the complaint and feel negatively about this, but the way in which the complaint was handled may have been managed very well.

To try to mitigate these factors it is import to include questions to measure external factors which might help analyse halo effects. Additionally, careful attention needs to be paid to the way in which questions are asked and to allow respondents to ‘park’ overly negative issues of some elements of the service. Wording of questions using ‘third party’ references can help achieve this. Additionally, up front questions on issues can help respondents unburden themselves of negative views on one element of the service, before going on to measure other elements of the service.

Finally, provided questions are asked to measure the ‘cause’ of the halo effect, analysis of these questions can help unlock the halo effect and to understand the data more closely.

* 1. **Data collection methods**

This section provides greater detail on the data collection approach for each method.

We understand the importance of communicating with our clients’ customers appropriately and sensitively. In view of this we fully appreciate that our telephone and written contact needs to be suitably appropriate.

BDRC Continental is part of the BDRC Group, to this end within the group, we work on a daily basis and have a close working relationship with our colleagues in Perspective Research Services (our telephone and face to face fieldwork operations) and Alligator (our online operation). The organisations work in the same building and work very much as colleagues as opposed to being an outside supplier.

* + 1. **Telephone data collection method**

The telephone interviewing team would be selected based on their experience of interviewing on potentially sensitive subject areas. Our interviewers behave in the most professional and polite manner, and are experienced in conducting interviews involving sensitive topic matters, e.g.: personal banking, health. They will conduct the interview in a sensitive, non-judgemental manner, with respect for the respondent’s confidentiality.

Prior to the start of fieldwork, our interviewers would be given a thorough briefing of this project by the project executive.

The Commissioner’s auditors may visit BDRC Continental, meet the supervisors and telephone centre manager and listen to interviews. We are also happy to arrange for remote listening-in of interviews or we could record interviews for auditors to listen to at their convenience.

We also understand that when conducting a customer satisfaction survey, our company acts as an ambassador for the organisation in question. We would stress to interviewers that, to respondents, they are representing the Commissioner’s office.

All telephone interviews are conducted using CATI (Computer Assisted Telephone Interviewing). This includes an interface which manages appointments to ensure any promised call backs are adhered to. It also manages calls to ensure customers are not over-burdened by frequent calls.

* + 1. **Online data collection method**

Online data collection is achieved by sending a survey link to a customer via email inviting then to participate in research. They can then click on a url link in the questionnaire which takes them to a secure server (we use Confirmit software for online survey data collection) to complete the questionnaire.

The email invite can either be sent by the Commissioner or by us. Unique survey links are generated for each customer so that they can take part in the survey only once, we can link their answers to any information on the customer database and it also allows the customer to leave the questionnaire and log back in at the place where they left off. If the Commissioner send invites, we can provide sufficient unique links to mail out. We would usually send email invites out, however where there are any data protection permission issues, our clients can also send these out.

To encourage participation, a free prize draw is recommended (a standard approach for online research). We have allowed budget for a prize such as an iPad mini.

* + 1. **Postal self-completion method**

This method is only being utilised for Written Advice customers. We would send an introductory letter, accompanying paper questionnaire and reply paid envelope to each customer. Customers could therefore complete the questionnaire on paper and post to us, we would also provide a url link in the introductory letter should a customer find it more convenient to complete online.

A 10% response rate is anticipated, therefore we would post to 3000 customers to expect 300 returns. This assumes a 10% to 20% response online.

* + 1. **Alternative provision for customers who do not wish to be contacted by phone or online**

Although interviews will predominantly be conducted by phone or online, there will occasionally be customers who have stated that they require an alternative form of contact (e.g. those with hearing difficulties or for whom English is not their first language).

For those with hearing difficulties, we recommend that a paper self-completion questionnaire should be sent, as this will be the most cost-effective approach to achieving these interviews as an alternative to telephone.

For those for whom English is not their first language, we would arrange for a speaker of the appropriate language to call to conduct the interview by telephone. Our telephone interviewing team reflects the diverse ethnic population of London, and therefore we employ telephone interviewers with a range of language skills.

For non-English interviews, the interviewer would work from the English interview script, and would translate questions to the appropriate language as they conduct the interview, rather than going to the expense of organising a translation of the questionnaire that might only be used once.

* + 1. **Mystery shopping**

Mystery shops would be carried out by our dedicated team of mystery shoppers. The team carry out a wide range of mystery shops which includes telephone, face to face and web based assessments.

It will be important to have a mix of mystery shoppers and not limited to just one person making all the calls. A variety of people means that mystery shoppers will be less likely to be detected and also ratings of the calls will be observed by a group of people, rather than biased to one mystery shopper’s point of view.

All mystery shoppers will complete a call record form after each call.

Costs are provided later for 100 mystery shopping calls. We suggest 10 to 15 mystery shopping scenarios are devised to cover the calls. We would devise these scenarios with the Commissioner based on common enquiries or issues.

To assist with the process of mystery shopping, we have ‘customer identities’ which are pre-established which include names, email addresses and telephone numbers. We can also either provide fictitious or real postal addresses. If part of the mystery shopping exercise requires postal information to be analysed (as opposed to just providing a postal address to aid authenticity), we can set-up these ‘genuine’ postal addresses. There is an extra charge involved with this which covers recruitment of a national network of interviewers to provide their postal address, arrange for them to send materials to head office and an incentive payment.

There are some specific Market Research Society codes of conduct which have implications for mystery shopping. The Commissioner would need to inform relevant staff that mystery shopping calls and emails would be taking place and inform staff of the intended uses of the research including how results would be analysed, for example on an organisational basis, rather than evaluating individual staff members.

* 1. **Reporting**

**Deliverables**

We will provide the following survey outputs:

* An initial briefing meeting (and subsequent briefing meetings where required) to understand requirements fully, to discuss questionnaire design and logistical issues
* Weekly or fortnightly updates on the survey progress, to an agreed format (e.g. telephone, email)
* Data tables for each research programme
* Full verbatim text from open ended ‘free text’ questions
* A PowerPoint debrief for each customer service at each wave. It will also fulfil the function of being a reference document that can be used on an ongoing basis.
* A year end summary report which provides the key survey outcomes across all services. This will be a short and digestible word document which provides a high level précis of the key outcomes and recommendations.

Draft copies of all key documents will be provided in sufficient time to enable comment and input to be made prior to distribution of final versions. At all stages of the project, and especially at the reporting stage, we would encourage full interaction with us to ensure all points of view were considered in the design of the survey and fully answered when interpreting the findings.

The analysis and reporting will be of a high standard, in order to stand up to public scrutiny if required. At BDRC Continental, a senior level team will be responsible for both managing and delivering the project, containing individuals who are experienced in reporting for senior level audiences in public sector organisations. Our reports are written to a high standard and are extensively proof-read and checked. We are very experienced at writing reports suitable for public domain publication, paying careful attention to providing a robust and accurate picture.

**Workshop to discuss recommendations**

This can be run as a short, post debrief session, or a specific session to fully brainstorm the outcomes from the research findings. The benefits of conducting a workshop are as follows:

* It gives stakeholders ‘ownership’ of the research
* It offers the ability to introduce and explain the research findings in a controlled manner to ensure a consistent understanding of the findings amongst project stakeholders
* It provides the opportunity to identify business issues of importance and undertake brainstorming / creative exercises for progressing these issues

We would recommend that all key stakeholders to the research should attend the workshop, reflecting the different perspectives of different parties. The workshop would ideally involve between 8 and 12 participants (excluding the BDRC Continental project team). This size is ideal, as this will enable us to run both plenary sessions (with all participants working together) and also to split the workshop into smaller groups for exercises. All participants should be of a similar standing such that they will be comfortable contributing and expressing their ideas in front of their peer group – however there are specific techniques that we can use to ensure that all participants are comfortable expressing their views if there is some discrepancy in seniority.

Planning is the key to the success of any workshop, and therefore we would provide an agenda for the process and activities of the workshop. It is also important that participants know what is expected from them during the workshop, and so we would typically contact each participant a few days beforehand to set out the aims and objectives of the session. It is likely that we will also use this opportunity to ask them to complete a pre-task exercise, such that they attend the workshop already thinking about the issues under consideration, and have all pertinent information to hand. The pre-task will be short (taking no more than 10-15 minutes to complete) as we appreciate that very senior people will have limited time. The pre-task may also be tailored to their specific role, and therefore it will be important for us to understand in advance the roles of those attending.

Before discussing actual timescales, it is necessary to also look at the appropriate frequency of research. When deciding on the frequency of research, some factors need to be considered:

* The first wave of research for any component sets up a benchmark against which future satisfaction can be compared.
* Recommendations from a first wave of research will be used to adapt services, aiming to raise satisfaction levels. Repeat waves of research should be timed once changes have been made and for any changes to become embedded.
* It is worth considering any seasonal effects which might affect satisfaction. For example, if there are busier periods for enquiries which place more pressure on customer facing teams, or quieter periods. Any research waves should ideally be carried out at a similar time of year each wave
* Finally, the budget also dictates which services, when and how many waves of research should be conducted. For example, there may be priority services (for instance Advice Services and Registrations which serve the largest customer populations) which are of most interest and importance, therefore these may warrant particular attention. Indeed, when balancing the budgets, it may be appropriate to drop one of the customer groups in favour of conducting more than one wave of research with another.

We would work with ICO to devise an appropriate approach, however, we make some recommendations below as to the order in which surveys are conducted and the length of time each one would take to complete.

**Number of weeks for each survey**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | 1a Helpline | 1b Written | 2 Performance Improvement | 3 Registration enquiries | 4  Good practice | 5 Enforcement | 6  Press Office |
| Briefing meeting and survey set-up | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Receipt of database and provision of draft questionnaire | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Questionnaire agreed | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Fieldwork\* | 5-7 | 5-7 | 5-7 | 5-11 | Ongoing over year | Ongoing over year | 5-9 |
| Analysis | 8-10 | 8-10 | 8-10 | 12-14 | 46-48 | 46-48 | 10-12 |
| Draft report provided | 11 | 11 | 11 | 15 | 50 | 50 | 13 |
| Debrief meeting | 12 | 12 | 12 | 16 | 52 | 52 | 14 |

\*fieldwork could be extended to cover a smaller number of customers each week over a longer period of time should any time series analysis be required.

Surveys to be conducted can be straddled over years one and two.

1. Pricing and Invoicing
   1. Contract Price

Detailed costs are provided below. The costs provided exclude VAT. The total cost at the end of this section includes VAT.

**Detailed costs for each customer service area**

Costs are provided for each service area. These are provided as a menu of costs for each to demonstrate the range of budget required, depending on method, sample size and questionnaire length. A total is provided in the section below which includes the most pragmatic approaches, the options for each customer service area are in blue text to show which have been used when providing total costs. The costs below are for the initial wave. Second waves of each survey would incur a **cost saving of £1000** per survey.

**Pilot: £500 (£600 with VAT)**

[Detailed breakdown redacted : Commercially sensitive]

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **1a Helpline** | **telephone** | **telephone** | **telephone** | **telephone** | **online** | **online** |
| sample size | 300 | 500 | 300 | 500 | 1000 | 1000 |
| length | 10 mins | 10 mins | 15 mins | 15 mins | 10 mins | 15 mins |
| **Total (no VAT)** |  |  |  |  |  |  |
| **Total (with VAT)** |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **1a Helpline** | **mystery shopping** |
| sample size | 100 |
| **Total (no VAT)** |  |
| **Total (with VAT)** |  |

|  |  |  |
| --- | --- | --- |
| **1b Written** | **postal** | **postal** |
| sample size | 300 | 300 |
| length | 10 mins | 15 mins |
| **Total (no VAT)** |  |  |
| **Total (with VAT)** |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **2 Performance Improvement** | **telephone** | **telephone** | **telephone** | **telephone** | **online** | **online** |
| sample size | 300 | 500 | 300 | 500 | 500 | 500 |
| length | 10 mins | 10 mins | 15 mins | 15 mins | 10 mins | 15 mins |
| **Total (no VAT)** |  |  |  |  |  |  |
| **Total (with VAT)** |  |  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **3 Registration enquiries** | **online** | **online** |
| sample size | 2000 | 2000 |
| length | 10 mins | 15 mins |
| **Total (no VAT)** |  |  |
| **Total (with VAT)** |  |  |

|  |  |  |
| --- | --- | --- |
| **4 Good practice** | **online** | **online** |
| sample size | 75 | 75 |
| length | 10 mins | 15 mins |
| **Total (no VAT)** |  |  |
| **Total (with VAT)** |  |  |

|  |  |  |
| --- | --- | --- |
| **5 Enforcement** | **telephone** | **telephone** |
| sample size | 200 | 200 |
| length | 10 mins | 15 mins |
| **Total (no VAT)** |  |  |
| **Total (with VAT)** |  |  |

|  |  |
| --- | --- |
| **6 Press Office** | **10 depths** |
| **Total (no VAT)** |  |
| **Total (with VAT)** |  |

**Total costs**

**Total costs for years one and two** **combined** for the smaller sample sizes and length for each survey (these individual costs in the section above are in blue for reference) and including all surveys (excluding mystery shopping) would be **£64,625** excluding VAT, £77,550 including VAT. This leaves a budget of £18,374 (exc VAT) for year three. This could be used by repeating customer service areas 1a and 3, including a £2000 reduction (£1000 reduction for each survey). The cost for **repeating 1a and 3 in year 3 would be £17,077** excluding VAT, £20,492 including VAT. Alternatively, another customer services area(s) may be of priority.

Unless otherwise stated within this Schedule 3, the Commissioner shall not be liable to reimburse the Supplier for any expenses incurred in addition to the Contract Price, save for any professional fees or third party disbursements properly and necessarily incurred by the Contractor in the performance of its obligations under this Agreement.

* 1. Invoicing

1. **Supplier Invoices**
   1. The Supplier shall prepare and provide to the Commissioner for approval a draft pro forma invoice within 10 Working Days of the Commencement Date which shall include, as a minimum, the details set out in paragraph 1.4 of this Part 2 together with such other information as the Commissioner may reasonably require. If the draft pro forma invoice is not approved by the Commissioner then the Supplier shall make such amendments as may be reasonably required by the Commissioner.
   2. The Supplier shall be entitled to raise an invoice in respect of any payment which falls payable to the Supplier pursuant to the Agreement.
   3. The Supplier shall invoice the Commissioner in respect of the Services in accordance with the following timescales for the issue of invoices:

Monthly in arrears for Services completed and in any event within 30 days of completion of any element of the Services.

* 1. The Supplier shall ensure that each invoice contains the following information:
     1. the date of the invoice;
     2. a unique invoice number;
     3. details of the correct agreement reference;
     4. the reference number of the purchase order to which it relates (if any);
     5. the total Contract Price gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Commissioner under the terms of the Agreement, and, separately, any VAT or other sales tax payable in respect of the same;
     6. a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
     7. the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

1. **Payment Terms**
2. Subject to the provisions of paragraph 1 of this Part 2, the Commissioner shall make payment to the Supplier, by cheque or BACS, within 30 days of Receipt of a valid invoice.
3. **Disputed Invoices**
4. If the Commissioner reasonably disputes any of the Supplier's invoices, or any part of an invoice, it shall pay to the Supplier the undisputed part or parts of such invoice but may withhold payment in respect of the disputed part pending the Supplier's provision of any further information reasonably requested by the Commissioner. On receipt of such further information the Commissioner may:
   1. pay the invoice within 30 days of receipt of the information; or
   2. escalate the dispute using the procedure set out in clause 19 (Dispute Resolution).

1. STAFF VETTING PROCEDURES
2. **Introduction**
   1. The Commissioner is required by statute to regulate and promote compliance with the Data Protection Legislation and the FOIA. In the performance of his statutory functions the Commissioner receives, processes and retains substantial quantities of information some of which is confidential or sensitive in nature.
   2. The Commissioner requires contractors providing services to his office to observe appropriate security requirements in their dealings with, and work for, the Commissioner in order that the Commissioner may maintain best practice in information security.
   3. The Contractor shall observe the requirements for staff security checks set out below in respect of the Staff given unsupervised access to the Premises, Commissioner's Systems or Confidential Information.
3. **Security Procedures**
4. The Contractor shall only provide such Staff in respect of each of whom it has:
   1. satisfactory proof of nationality;
   2. satisfactory proof of identity;
   3. completed a satisfactory integrity check; and
   4. required completion of a criminal record declaration.
5. **Evidence to be produced in order to prove nationality**
6. Proof of nationality as referred to in paragraph 2.1(a) should be confirmed by providing the **original** of one of the following *(Note: photocopies are not acceptable)*:
   1. Passport;
   2. National Identity Card; or
   3. Birth Certificate.
7. **Evidence to be produced in order to prove identity**
   1. Where any one of the following has been provided as evidence of nationality no further proof of identity (as set out in paragraph 2.1(b) is required:
      1. a full, ten year British Passport;
      2. an EEA Passport;
      3. an EEA National Identity Card; or
      4. a full non-EEA Passport.
   2. In all other cases proof of identity should be confirmed as below. **Original** documents are required:

British nationals: 2 of the following:

* + 1. Birth certificate (must have been issued within 6 weeks of birth);
    2. Cheque book & bank card (together with 3 statements & proof of signature);
    3. Credit card (together with 3 statements and proof of signature);
    4. Credit card (with photograph of the individual);
    5. Proof of residence (e.g. council tax, or utility bill)

1. Other nationals: Home Office document confirming the individual's immigration status.
   1. **The following are NOT acceptable as proofs of identity or nationality:**
      1. Duplicate or photocopied identity documents;
      2. An international driving licence;
      3. Birth certificate issued more than 6 weeks from birth (These can be purchased for any individual without proof of identity); and
      4. An old British visitor's passport.
   2. **If appropriate identity documents are not available** (e.g., because the individual is a young person, and this poses a genuine difficulty)
2. The individual should supply a passport sized photograph endorsed on the back by someone of standing in the community, such as a doctor, teacher, JP, lawyer.
3. The signatory should have known the individual for 3 years minimum.
4. A signed statement from the signatory should accompany the photograph giving their full name, address and phone number and the length of time they have known the recruit.
5. Signatures on the statement and photograph should be matched.
6. In all cases of doubt the signatory should be contacted to confirm the statement.
   1. References can sometimes be used to provide the basis of proof of identity**,** particularly when given by a reputable organization or person known to the Commissioner. The Contractor should discuss the use of references to provide proof of identity with the Commissioner prior to starting work.
7. **Integrity check** 
   1. The Contractor is required to check the references of any Staff it proposes to provide to the Commissioner to ensure that such references are satisfactory. The following provisions set out the minimum requirements for satisfactory checks to be carried out by the Contractor.
   2. Reasonable steps should be taken to ensure references are genuine, particularly where they are less than convincing, e.g. on poor quality paper, with spelling or grammatical errors.
   3. At least 2 references should be obtained from a combination of employers, academic and personal referees. One should preferably be either from a recent employer or academic referee and cover a period of one year.
   4. Depending on individual circumstances, the following may also be required:
      1. if the individual has been abroad for more than 6 months in the previous 3 years, a reference from the overseas employer should be obtained whenever possible;
      2. where the individual has been in the armed forces or civil service references should be obtained from the line manager and not the service or department; and
      3. if the individual has been in full time education in the last 3 years a reference should be obtained from the institution.
   5. Personal referees should be of some standing, e.g. a doctor, JP, priest, lawyer, bank manager or civil servant. Personal referees should not be related to the recruit or in any financial relationship with them.
8. **Criminal record declaration** 
   1. The Contractor will require all Staff carrying out work for the Commissioner to sign a Criminal Record Declaration in the form attached to this Appendix.
   2. For Basic Check purposes the Rehabilitation of the Offenders Act 1974 applies and the individual is not required to declare spent convictions.
   3. Where a criminal declaration form has been completed on recruitment to the Contractor, the individual is not required to complete another form.

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**RESTRICTED (when completed)**

**The Information Commissioner**

**CRIMINAL RECORD DECLARATION**

The Information Commissioner is under a duty to protect the information and material he holds. This obligation extends to his employees and agents. Since you are or may become such a person please complete the following sections.

*Surname: ……………………………….. Full Forenames: …………………………………*

*Full permanent address: ………………………………………………………………………….*

*…………………………………………….* *Date of Birth: ……………………………………*

|  |
| --- |
| *1. Have you ever been convicted or found guilty by a Court of any offence in any country (excluding parking but including all motoring offences even where a spot fine has been administered by the police) or have you ever been put on probation or absolutely/conditionally discharged or bound over after being charged with any offence or is there any action pending against you? You need not declare convictions which are “spent” under the Rehabilitation of Offenders Act (1974).*  *Yes/No\* (*If yes please give details here) |

|  |
| --- |
| *2. Have you ever been convicted by a Court Martial or sentenced to detention or dismissal whilst serving in the Armed Forces of the UK or any Commonwealth or foreign country? You need not declare convictions which are “spent” under the Rehabilitation of Offenders Act (1974).*  *Yes/No\** (If yes please give details here) |

|  |
| --- |
| *3. Do you know of any other matters in your background which might call into question your reliability or suitability to have access to this information and material?*  *Yes/No\** (If yes please give details here) |

*- I declare that the information I have given above is true and complete to the best of my knowledge and belief.*

*- I understand that any false information or omission in the information I have given above may disqualify me for employment in connection with Government contracts.*

*Your Signature: …………………………………… Date: ……………………………………*

*- The information you have given above will be treated in CONFIDENCE*