



Ministry  
of Justice



REDACTED

Attn: REDACTED

By email to: REDACTED

Date: **17<sup>th</sup> September 2019**

Our ref: **ITT 3287**

Dear Sirs,

**Award of contract for the supply for the *Publicity of CFO3 ESF Programme***

Following your tender for the supply of **Publicity of HMPPS CFO3 Programme in England** to the Ministry of Justice, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between the **Ministry of Justice** as the Authority and **Prison Radio Association** as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

- 1) The Services shall be performed at the Authority's premises on Her Majesty's Prison Estate including but not limited to Prisons in which CFO3 is delivered.
- 2) The charges for the Services shall be as set out in Annex 2, Pricing schedule dated 19<sup>th</sup> August 2019.
- 3) The specification of the Services to be supplied is as set out in Annex 3, Specification as included in this Award letter and attached to the tender.
- 4) The Term shall commence on 7<sup>th</sup> October 2019 and the Expiry Date shall be 6<sup>th</sup> October 2020 unless extended or subject to early termination.

5) The address for notices of the Parties are:

**Authority**

**REDACTED**

1st Floor, Manchester Civil Justice Centre, 1  
Bridge Street West, Manchester  
M60 9DJ

**Supplier**

**REDACTED**

10 Queen Street Place  
London  
EC4R 1BE

Attention: Commercial Contract Manager

Email: **REDACTED**

Attention: *Chief Executive*

Email: **REDACTED**

6) The following persons are Key Personnel for the purposes of the Agreement:

**Name**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**Title**

Commercial Lead

HMPPS Lead Manager

Contract Manager

Publicity Manager

7) For the purposes of the Agreement, Policies outlined in these terms and conditions are mandatory.

8) The Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

**Payment**

All invoices must be sent, quoting a valid purchase order number (PO Number), to: [apinvoices-NMS-U@sscl.gse.gov.uk](mailto:apinvoices-NMS-U@sscl.gse.gov.uk), copying in CFO-Finance@justice.gov.uk. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to CFO-Finance@justice.gov.uk or by telephone 01925 423416 between 09:00-17:00 Monday to Friday.

**Liaison**

For general liaison your contact will continue to be **REDACTED** or, in their absence, REDACTED.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Nicola Kennon at the above address **within 7 days** from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Name:

Signature:

Date:

We accept the terms set out in this letter and its Annexes, including the Conditions.

Name:

Job Title:

Signature:

Date:

## Annex 1

### Terms and Conditions of Contract for Services

#### 1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Authority acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Authority”	means the person / Department named as Authority in the Award Letter;
“Award Letter”	means the letter from the Authority to the Supplier printed above these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"><li>(a) Government Department;</li><li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>(c) Non-Ministerial Department; or</li><li>(d) Executive Agency;</li></ul>
“CFO3”	Co-Financing Organisation Programme 3 – Current European Social Fund Programme
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Controller”	means as it is defined in the GDPR;
“Data Loss Event”	means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of the Agreement, including any Personal Data;
“Data Protection Legislation”	means the GDPR, DPA and all applicable Laws relating to the processing of Personal Data;
“Data Protection Officer”	means as it is defined in the GDPR;
“Data Subject”	means as it is defined in the GDPR;
“Data Subject Request”	means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;

“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Authority to the Supplier in writing;
“Party”	means the Supplier or the Authority (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means as it is defined in the GDPR;
“Processor”	means as it is defined in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted;
“Purchase Order Number”	means the Authority’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Authority under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Authority, the Authority’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“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 business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and

do not affect the interpretation of the Agreement;  
1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

## **2 Basis of Agreement**

2.1 The Award Letter constitutes an offer by the Authority to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Authority of a copy of the Award Letter countersigned by the Supplier within 7 days of the date of the Award Letter.

## **3 Supply of Services**

3.1 In consideration of the Authority's agreement to pay the Charges, the Supplier shall supply the Services to the Authority for the Term subject to and in accordance with the terms and conditions of the Agreement.

3.2 In supplying the Services, the Supplier shall:

3.2.1 co-operate with the Authority in all matters relating to the Services and comply with all the Authority's instructions;

3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Authority may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Authority and the Supplier.

## **4 Term**

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Authority may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

## **5 Charges, Payment and Recovery of Sums Due**

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Authority shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Authority as specified in the Agreement. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Authority may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Authority fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 18.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.
- 5.7 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
  - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
  - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

## **6 Premises and equipment**

- 6.1 If necessary, the Authority shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Authority's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Authority's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Authority's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the

Authority's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Authority's premises or any objects contained on the Authority's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Authority may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Authority shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Authority's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Authority's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Authority in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Authority for the purposes of the Agreement shall remain the property of the Authority and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Authority on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Authority shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Authority is notified otherwise in writing within 5 Working Days.

## **7 Staff and Key Personnel**

- 7.1 If the Authority reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Authority's premises;
  - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 7.2.2 if requested, provide the Authority with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Authority's premises in connection with the Agreement; and
  - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Authority.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Authority (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8 Assignment and sub-contracting**

- 8.1 The Supplier shall not without the written consent of the Authority assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Authority may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Authority has consented to the placing of sub-contracts, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.
- 8.3 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## **9 Environmental Requirements**

- 9.1 The Supplier shall, when working on the Premises, perform its obligations under the Contract in a way which conserves energy, water, wood, paper and other resources, reduces waste and phases out the use of ozone depleting substances and minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

## **10 Health and Safety and Equality**

### **Health and Safety**

- 10.1 While on the Premises, the Supplier shall comply with any health and safety measures implemented by the Authority and the Prison in respect of Staff and other persons working there.

The Supplier shall:

- (a) promptly notify the Authority and the Prison of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Authority or the Prison 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 the Contract;
- (b) immediately notify the Authority and the Prison if any incident occurs in the performance of its obligations under the Contract on the Premises if that incident causes any personal injury or damage to property which could give rise to personal injury;
- (c) 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 the Contract; and
- (d) 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 Authority on request.

### **Equality**

The Supplier shall:

- (e) comply with the Equality Act 2010 and relevant codes of practice (**Equality Provisions**);

- (f) take all reasonable steps to procure the observance of the Equality Provisions by its Staff;
- (g) provide the Authority on reasonable request with information regarding its compliance with clauses 10.1(a) and 10.1(b);
- (h) promptly notify the Authority in writing if there is any investigation or proceedings brought against it or any of its Staff under the Equality Provisions;
- (i) take into consideration the diversity of the custody population during care planning and delivery of Services;
- (j) ensure services are equitable for all individuals irrespective of the nature of their offence, age, gender, disability (including learning disability), gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex (gender) or sexual orientation;
- (k) undertake Equality Impact Assessments as appropriate;
- (l) monitor all Service user contact and activity (including access) according to age, race, sexual orientation, ethnicity and disability, with remedial action taken as required;
- (m) ensure all Staff receive training in equality and diversity etiquette and be trained in equality and human rights legislation and the Public Sector Equality Duty;
- (n) ensure Service users are treated as individuals with respect for their dignity and sensitivity for their diverse needs;
- (o) ensure that all Staff shall:
  - i) not unlawfully discriminate against any person in the context of employment or in the provision of the Service on the grounds of age, colour, race, nationality, ethnic or national origin, marital status, disability, religion or religious belief or philosophical belief, sex, sexuality (including sexual orientation), or trade union membership or activity;
  - ii) comply with all equality legislation, including, without limitation, any obligations contained within such legislation to have due regard to the need to eliminate unlawful discrimination and harassment and to promote equality of opportunity in employment;
  - iii) adopt policies to comply with their statutory obligations under all equality legislation and ensure that all Staff are aware of the content of such policies;
  - iv) take all necessary steps to prevent the reoccurrence of unlawful discrimination designated as such by any court or tribunal, or the Equal Opportunities Commission (EOC), the Disability Rights Commission (DRC) or the Commission for Equality and Human Rights (CEHR), or any successor body to the EOC, DRC or CEHR;
  - v) comply with all codes of practice (as amended or replaced from time-to-time) issued by the EOC, DRC or CEHR (or any successor organisations) for the elimination of discrimination and harassment and the promotion of equal opportunity in employment; and
  - vi) comply with any other requirements and instructions which the Authority reasonably requires in connection with any statutory equality obligations imposed on the Authority at any time.

## **11 Intellectual Property Rights**

11.1 All intellectual property rights in any materials provided by the Authority to the Supplier for the purposes of this Agreement shall remain the property of the Authority but the Authority hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

11.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Authority by operation of law, the Authority hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

11.3 The Supplier hereby grants the Authority:

11.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

11.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Authority reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

11.4 The Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **12 Governance and Records**

12.1 The Supplier shall:

12.1.1 attend progress meetings with the Authority at the frequency and times specified by the Authority and shall ensure that its representatives are suitably qualified to attend such meetings; and

12.1.2 submit progress reports to the Authority at the times and in the format specified by the Authority.

12.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Authority. The Supplier shall on request afford the Authority or the Authority's representatives such

access to those records as may be reasonably requested by the Authority in connection with the Agreement.

### **13 Confidentiality, Transparency and Publicity**

13.1 Subject to clause 13.2, each Party shall:

13.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

13.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

13.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:

13.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

13.2.2 to its auditors or for the purposes of regulatory requirements;

13.2.3 on a confidential basis, to its professional advisers;

13.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

13.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 13.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

13.2.6 where the receiving Party is the Authority:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Authority transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause 14.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this clause 13.

13.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Authority to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

13.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in

any way, except with the prior written consent of the Authority.

#### **14 Freedom of Information**

- 14.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 14.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
  - 14.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - 14.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
  - 14.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 14.2 The Supplier acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 14.3 Notwithstanding any other provision in the Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

#### **15 Protection of Personal Data and Security of Data**

- 15.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing which the Authority has authorised the Supplier to do is described in the Specification.
- 15.2 The Supplier shall:
- 15.2.1 notify the Authority immediately if it considers any Authority instructions infringe the Data Protection Legislation;
  - 15.2.2 process Personal Data only in accordance with the Agreement unless the Supplier is required to do otherwise by law. If it is so required, the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by law;
  - 15.2.3 ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event having taken account of the nature of the data to be protected, harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures;
  - 15.2.4 ensure that Staff do not process Personal Data except in accordance with the Agreement;
  - 15.2.5 take all reasonable measures to ensure the reliability and integrity of Staff who have access to Personal Data and have undergone adequate training in the use, care, protection and handling of Personal Data;

- 15.2.6 at the direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless the Supplier is required by law to retain it;
- 15.2.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow the Authority to audit its Data Processing activity on reasonable notice;
- 15.2.8 designate a Data Protection Officer if required by the Data Protection Legislation; and
- 15.2.9 taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 15.2.12;
- 15.2.10 if the Supplier employs 250 people or more, maintain complete and accurate records and information to demonstrate its compliance with this clause 13;
- 15.2.11 if the Supplier employs fewer than 250 people, maintain complete and accurate records and information to demonstrate its compliance with this clause 13 if the Authority determines that the processing:
  - (a) is not occasional;
  - (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 15.2.12 subject to clause 15.3, notify the Authority immediately if it:
  - (a) receives a Data Subject Request;
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Agreement;
  - (e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or purported to be required by law; or
  - (f) becomes aware of a Data Loss Event.

13.3 The Supplier's obligation to notify under clause 15.2.12 includes the provision of further information to the Authority in phases as details become available.

## **16 Liability**

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

16.2 Subject always to clauses 16.3 and 16.4:

16.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no

- event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 16.2.2 except in the case of claims arising under clauses 11.4 and 20.3, in no event shall the Supplier be liable to the Authority for any:
- (a) loss of profits;
  - (b) loss of business;
  - (c) loss of revenue;
  - (d) loss of or damage to goodwill;
  - (e) loss of savings (whether anticipated or otherwise); and/or
  - (f) any indirect, special or consequential loss or damage.

16.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

16.3.1 death or personal injury caused by its negligence or that of its Staff;

16.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

16.3.3 any other matter which, by law, may not be excluded or limited.

16.4 The Supplier's liability under the indemnity in clause 11.4 and 20.3 shall be unlimited.

## **17 Force Majeure**

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **18 Termination**

18.1 The Authority may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

18.2 Without prejudice to any other right or remedy it might have, the Authority may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

18.2.1 (without prejudice to clause 18.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

18.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

18.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

18.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

18.2.5 breaches any of the provisions of clauses 7.2, 133, 144, 155 and 199;

18.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 18.2.6) in consequence of debt in any jurisdiction; or

- 18.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 18.3 The Supplier shall notify the Authority as soon as practicable of any change of control as referred to in clause 18.2.4 or any potential such change of control.
- 18.4 The Supplier may terminate the Agreement by written notice to the Authority if the Authority has not paid any undisputed amounts within 90 days of them falling due.
- 18.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 11, 12.2, 13, 144, 155, 166, 18.6, 19.4, 20.3, 21 and 24.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 18.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 18.6.1 give all reasonable assistance to the Authority and any incoming supplier of the Services; and
  - 18.6.2 return all requested documents, information and data to the Authority as soon as reasonably practicable.

## **19 Compliance**

- 19.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Authority shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Authority's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 19.2 The Supplier shall:
- 19.2.1 comply with all the Authority's health and safety measures while on the Authority's premises; and
  - 19.2.2 notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 19.3 The Supplier shall:
- 19.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Authority's equality and diversity policy as provided to the Supplier from time to time; and
  - 19.3.2 take all reasonable steps to secure the observance of clause 19.3.1 by all Staff.
- 19.4 The Supplier shall supply the Services in accordance with the Authority's environmental policy as provided to the Supplier from time to time.
- 19.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 19.5.1 the Official Secrets Acts 1911 to 1989; and
  - 19.5.2 section 182 of the Finance Act 1989.

## **20 Prevention of Fraud and Corruption**

- 20.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

- 20.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 20.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Authority) the Authority may:
- 20.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement; or
- 20.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

## 21 Dispute Resolution

- 21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 21.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 22 Variation

- 22.1 Subject to the provisions of this clause 22, the Authority may request a variation to the Services provided that such variation does not amount to a material change to the Contract (a Variation).
- 22.2 The Authority may request a Variation by completing and sending the Variation form attached at Annex 6 (the Variation Form) to the Supplier, giving sufficient information for the Supplier to assess the extent of the Variation and any additional cost that may be incurred. The Supplier shall respond to a request for a Variation within the time limits specified in the Variation Form.
- 22.3 If the Supplier is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Price, the Authority may:
- (a) agree that the Parties continue to perform their obligations under the Contract without the Variation; or
- (b) terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the Services or where the Supplier can show evidence of substantial work being carried out to deliver the Services, and in such a case the Parties shall attempt to agree on a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

If the Parties agree the Variation and any variation in the Price, the Supplier shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such

Variation was stated in the Contract.

## **23 The Contracts (Rights of Third Parties) Act 1999**

23.1 Except as expressly provided in the Contract and in respect of the Prisons, a person who is not a Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act and does not apply to the Authority, the Prisons, the Crown or a Replacement Supplier

## **24 General**

24.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

24.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

24.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

24.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

24.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

24.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

24.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

24.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **25 Notices**

25.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 25.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

25.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

25.3 Notices under clauses 17 (Force Majeure) and 18 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 25.1.

## **26 Governing Law and Jurisdiction**

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

**Annex 2**  
**Pricing Schedule - Charges**

<b>Specification Requirement Pricing Plan</b>				
<b>Supplier Name</b>	<b>Prison Radio Association</b>			
<b>Content Creation</b>				
<b>Insert Description of Service Provided below</b>	<b>Detailed Description of Service</b>	<b>Months of Service</b>	<b>Cost per Month (£)</b>	<b>Annual Cost Total (£)</b>
<b>Workshop/Focus Groups/Development of Content Plan</b>	<b>Working closely with the commissioners, prime providers, sub-contractors, participating prisons, current and former CFO3 beneficiaries to develop a campaign plan. Content creation phase will be carried out by a National Prison Radio Producer and our Evaluation and Research Manager, with support from the Production Manager and Director of Radio and Operations.</b>	<b>3</b>	<b>£ REDACTED</b>	<b>£ REDACTED</b>
<b>Advertising Campaign</b>				
<b>Insert Description of Service Provided below</b>	<b>Detailed Description of Service</b>			<b>Annual Cost Total (£)</b>

<p>Audio production, broadcast fees, producer travel, SMT oversight and account management with commissioner.</p>	<p>The campaign will be on air from January 2020 to June 2020. Production will begin in December 2019 and will run for six months.</p> <p>REDACTED</p>	<p>6</p>	<p>£ REDACTED</p>	<p>£ REDACTED</p>
<p><b>Evaluation</b></p>				
<p><b>Insert Description of Service Provided below</b></p>	<p><b>Detailed Description of Service</b></p>			<p><b>Annual Cost Total(£)</b></p>

<b>Delivery of campaign evaluation</b>	<b>REDACTED</b>	<b>2</b>	<b>£ REDACTED</b>	<b>£ REDACTED</b>
<b>Total Contract Cost of Service</b>				<b>£30,000.00</b>

**Annex 3**  
**Specification**

**Publicity of HMPPS CFO3 ESF Programme in England**



Section 3  
Specification - Adve

**Annex 4**  
**Prisons and Premises**

Requirement to deliver services across the HMP Estate ensuring delivery at locations of CFO3 delivery sites.

Prison locations outlined via:

<https://www.co-financing.org/map/>

Authority Invoice Address	Newport SSCL – National Offender Management Service PO Box 741 Newport NP10 8FZ APinvoices-NMS-U@sscl.gse.gov.uk
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**Annex 5**  
**Prison Security**

- 1 If Staff are required to have a pass for admission to the Premises the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.
- 2 Staff who cannot produce a proper pass when required to do so by any Authority personnel or who contravene any conditions on the basis of which a pass was issued, may be refused admission to the Premises or required to leave the Premises.
- 3 The Supplier shall promptly return any pass if at any time the Authority requires or if the person to whom the pass was issued ceases to be involved in the performance of the Services.
- 4 The Supplier shall return all passes within 24 hours at the end of the Contract Period.
- 5 Staff on the Premises may be subject to a search at any time. Strip searches shall be conducted only on the specific authority of the Authority under the same rules and conditions applying to the Authority's personnel.
- 6 The Supplier shall comply with the Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008.
- 7 While on the Premises Staff shall comply with all security measures implemented by the Authority.
- 8 All Staff shall complete the Authority's induction training and any other training required by the Authority from time to time at the Authority's expense.
- 9 The Authority shall provide copies of its security procedures to the Supplier on request.
- 10 The Supplier and Staff are prohibited from taking any photographs on the Premises:
  - a) without Approval; or
  - b) if no Authority representative is present.
- 11 No photographs taken by the Supplier or Staff on the Premises shall be published or otherwise circulated without Approval.
- 12 The Authority may search any vehicles or conveyances belonging to Staff or the Supplier at the Premises.
- 13 The Supplier shall co-operate with any investigation relating to security which is carried out by the Authority or the Authority and, if required by either the Authority or the Authority, shall:
  - a) use reasonable endeavours to make available any Staff identified by the Authority for interview by the Authority or by a person nominated by

the Authority, for the purposes of the investigation. Staff may be accompanied by and advised or represented by another person whose attendance at the interview is acceptable to the Authority; and

b) subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by the Authority or by a person nominated by the Authority, for the purposes of the investigation, provided that the provision of the material does not prevent the Supplier from performing the Services. The Authority may retain any such material for use in connection with the investigation and, as far as possible, shall provide the Supplier with a copy of any material retained.

- 14 Nothing in the Contract authorises the Supplier in respect of any provision of the Offender Management Act 2007.
- 15 The Supplier will comply with the provisions of PSI 10/2012 as amended by the Authority from time to time.



## Notice of Variation

**Supporting Documentation should accompany this form where possible**

*Please ensure that the form and any supporting documentation submitted to the Authority is not a draft version and does not contain the word draft (including water marks) any documents submitted in draft will be rejected and a resubmission will be required.*

1. Contract Detail      **Publicity of HMPPS CFO3 ESF Programme in England**

2. The Authority / Prime Provider proposes the following variation (Change) to the Contract as follows:

<p>3. Variation No: <i>This <b>MUST ONLY</b> be completed by the Authority Commercial Manager</i></p>	<p>5. Title of Change:</p>
<p>4. Date No. (originally) issued/raised:</p>	<p>6 Version No.</p>

<p>7. Originator (named lead) and initiating Party/Parties and initiating Party/Parties</p>	<p><i>To include the name of person completing the form and the Name of their Organisation</i></p>
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<p>8. Details of proposed Change(s)</p>	<p><b><u>Headings to include but not limited to:</u></b></p> <p><b>Background to changes</b> <i>Within this section you are required to provide an explanation on the background to the change:</i></p> <ul style="list-style-type: none"> <li>• <i>What has led to this Change being requested?</i></li> <li>• <i>What stakeholders were involved</i></li> <li>• <i>Any research has been completed, include details of any data which is referred to</i></li> <li>• <i>When writing change notices you should not use abbreviations without an explanation of their meaning as these documents may be reviewed by people that do not have a HMPPS Criminal Justice background.</i></li> <li>• <i>When using abbreviations for the first time you should use their full title followed by the abbreviation in brackets. Thereafter you are able to use the abbreviation throughout.</i></li> </ul> <p><b>Detailed proposal</b> <i>Within this section you are required to give full details of your proposal, this should include:</i></p> <ul style="list-style-type: none"> <li>• <i>What do you want to do and why?</i></li> <li>• <i>How you are going to do it?</i></li> <li>• <i>What stakeholders will be involved? If applicable, agreement from stakeholder, e.g. HMP Governor should be recorded.</i></li> <li>• <i>Additional requirements</i></li> <li>• <i>Details of additional staff required?</i></li> </ul>
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	<p><b>Impact of proposed Change(s) including to Profiles (where applicable)</b></p> <ul style="list-style-type: none"> <li>• <i>What impact will this have to the contract?</i></li> <li>• <i>How will this improve the delivery of the contract?</i></li> </ul> <p><b>Financial implications</b></p> <ul style="list-style-type: none"> <li>• <i>This should provide a narrative of any financial implications, how increases will be funded and savings but should not include any calculations, it should support the profiles and finance sheets submitted with the change notice.</i></li> </ul> <p><b>Proposed / Actual timetable for implementation</b></p> <ul style="list-style-type: none"> <li>• <i>Timescales for the implementation of the change</i></li> <li>• <i>Details of project Plan, if applicable.</i></li> </ul> <p><b>Potential implications if Change Notice is not approved</b></p> <ul style="list-style-type: none"> <li>• <i>Provide details of, how will this affect the delivery of the contract.</i></li> </ul>
<p><b>9. Contract documentation section or sections proposed to be varied or changed</b></p>	<p><b>Detail the sections of the Contract that will be affected by this Notice.</b></p> <ul style="list-style-type: none"> <li>• <i>This should detail any sections within the contract that will be affected by the notice, including any sections which will be deleted, amended or replaced</i></li> </ul> <p><b>Detail any proposed updated Profiles (supplied as an attachment(s) with this Notice).</b></p> <ul style="list-style-type: none"> <li>• <i>This should detail proposed updated Profiles</i></li> </ul>
<p><b>10. Any other considerations</b></p>	<ul style="list-style-type: none"> <li>• <i>Detail any other documents supplied as attachments to this Notice.</i></li> </ul>
<p><b>12. Expiry of Validity of notice, if applicable</b></p>	<ul style="list-style-type: none"> <li>• <i>To be completed if relevant</i></li> </ul>
<p><b>13. Ministry of Justice Commercial and Contract Management Directorate use only</b></p>	
<p>Date submitted:</p>	<p>Date evaluated:</p>
<p>Date Further Information Requested:</p>	<p>Date Further Information Received: (including modified)</p>
<p>Date Modified Evaluated:</p>	
<p>Is the proposed variation compliant with the Public Contracts Regulations? If so, provide full details.</p>	
<p>Date Notice associated Variation Document signed by Prime Contractor</p>	
<p>Date Notice associated Variation Document signed by Authorised CCMD representative</p>	
<p><b>Approved</b></p>	<p>Date</p>
<p>Signature</p>	



Ministry  
of Justice

# Variation to Contract Form



European Union  
European  
Social Fund

1. Contract Title:	Publicity of HMPPS CFO3 ESF Programme in England
2. Contract Reference:	
3. Variation Number:	
4. Date Effective From:	

5. Between:

The Secretary of State for The Ministry of Justice, represented by the Commercial and Contract Management Directorate (hereinafter called "the Authority") & Prison Radio Association (hereinafter called "the Contractor").

6. The Contract is varied as follows:

**[LIST DETAILS OF THE VARIATION INCLUDING ANY EFFECT ON THE PRICE]**

7. The Parties hereto accept the proposals set out above in this Variation, as well as the contents of any attachments referenced herein, as a Change / variation to the Contract (cited in sections 1 and 2 of this form above) and as witness thereof have duly executed this Variation.

8. Save as herein expressly amended all other terms and conditions of the Contract shall remain unaltered and shall continue in full force and effect.

9. Save where the context otherwise requires, terms defined in the Contract, its Schedules and Appendices shall have the same meaning where used in this Variation.

10. This form may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument for authorising this Variation.

**Authorised to sign for and on behalf of:**

For the Authority

For the Contractor

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date: