



Ministry
of Justice

Date: 22nd March 2023

A Contract for Services

Between

The Secretary of State for Justice

And

Victim Support



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This contract is dated:

PARTIES:

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

AND

- (2) VICTIM SUPPORT with registered company number 02158780 whose registered office is Ground Floor, Building 3, Eastern Business Park Wern Fawr Lane, Old St.Mellons, Cardiff, Wales, CF3 5EA (the “**Supplier**”)

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

WHEREAS

Following a competitive tender process, the Authority appoints the Supplier to provide bereaved families with practical, emotional, specialist and peer support based on a comprehensive assessment of their needs and the Supplier agrees to provide those services in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED:

A GENERAL

A1 Definitions and Interpretation

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

“**ACE**” means adverse childhood experiences which are highly stressful, and potentially traumatic, events or situations that occur during childhood and/or adolescence. They can be a single event, or prolonged threats to, and breaches of, the young person’s safety, security, trust or bodily integrity. Experiencing ACE can have an impact on our future physical and mental health.

“**Active Volunteer**” means a Volunteer who contributes to the Supplier’s performance of the Service.

“**Advocacy Support**” means the act of supporting a person to make their voice heard and help them understand their rights, for example by liaising with educational establishments, employers or other institutions on behalf of a person.

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

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

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

“**Associated Person**” means as it is defined in section 44(4) of the Criminal Finances Act 2017.

“Authorised Representative” means the Authority representative named in a CCN who is authorised to approve Changes.

“Authority 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 Authority; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Contract; or
- (b) any Personal Data for which the Authority is the Controller.

“Authority Premises” means any premises owned, occupied, or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for provision of the Services.

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

“Basware” means the procurement software used by the Authority for its financial transactions.

“BABCP” means the British Association for Behavioural and Cognitive Psychotherapies.

“BACP” means the British Association for Counselling and Psychotherapy.

“Bereaved” means a Family Member of a person whose death was caused by Homicide and/or a Major Incident.

“BPS” means the British Psychological Society.

“BPSS” means the Government’s Baseline Personnel Security Standard for Government employees.

“Breach of Security” means an occurrence of:

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

“BS 8555” means the standard published to help organisations improve their environmental performance by the British Standards Institution.

“Carer” means a person who has or had a substantial role in looking after the victim or a Dependant (before or after the victim’s death) other than a person provided in a care-giving role by a local authority.

“CCN” means a contract change notice in the form set out in Schedule 3.

“Change” means a change in any of the terms or conditions of the Contract.

“Child Safeguarding Practice Review” means a review that is undertaken when a child dies, or the child has been seriously harmed and there is cause for concern as to the way organisations worked together. The purpose of a child safeguarding practice review is for agencies and individuals to learn lessons that improve the way in which they work, both individually and collectively, to safeguard and promote the welfare of children.

“Children and Young People” means people under 24 years old.

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

“CJS” means the criminal justice system operating in England and Wales.

“Clinical Supervision” means support and supervision provided to Staff and Volunteers, with the intention of learning, improving practice and providing high quality support to Users.

“Commencement Date” means the date specified in clause A5.1.

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

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

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

“Community” means a group of interacting people living and working in a shared environment.

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

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

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” means these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are included.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 2 of the Regulations.

“Contracts Finder” means the Government’s portal for public sector procurement opportunities.

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

“Controller” means as it is defined in the UK GDPR.

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

“Cost Model” means the table of costs in Part 2 of Schedule 2.

“Criminal Justice Support” means supporting attendance at court, and advocacy, advice and support through statutory reviews and legal processes including trials, parole hearings and inquests.

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

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

“Data Protection Law” means:

- (a) all applicable UK Law relating to the processing of Personal Data and privacy, including the UK GDPR and the DPA to the extent it relates to Processing of Personal Data and privacy; and
- (b) to the extent it applies, the EU GDPR.

“Data Protection Officer” means as it is defined in the UK GDPR.

“Data Subject” means as it is defined in the UK GDPR.

“Data Subject Request” means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to Data Protection Law to access their Personal Data.

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

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

“Dependent” means:

- (a) a Child or Young Person;
- (b) a person over the age of 18 in full time education; and/or
- (c) a person over the age of 18 who needs a carer.

“Domestic Homicide” means when the death of a person aged 16 years or over has, or appears to have, resulted from violence, abuse, or neglect by: a person they were related to; a person they were, or had been in an intimate personal relationship with; or a member of the same household.

“Domestic Homicide Review” means a statutory review that aims to consider the circumstances that led to a Domestic Homicide and identify where responses to the situation could have been improved. Lessons learned will be taken on board by the professionals and agencies involved (for example, the police, social services, councils, and other community-based organisations). Domestic Homicide Reviews are part of the Domestic Violence, Crime and Victims Act 2004 and became law from 13th April 2011. They do not replace, are in addition to, the inquest or any other form of inquiry into the Domestic Homicide.

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

“DPA” means the Data Protection Act 2018.

“DPIA” means a data protection impact assessment by the Controller carried out in accordance with s.3 of the UK GDPR and s.64 and s.65 of the DPA.

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

“Eligible Person” means a person who meets the eligibility criteria set out in paragraph 3 of Schedule 1 and is therefore eligible for support through the Service and **“Eligible People”** is construed accordingly.

“Emotional Support” means the verbal and nonverbal processes, care, concern, reassurance, empathy, comfort, and acceptance that are communicated and directed towards a User as well as access to other services for clinical support such as therapy and counselling provision.

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

“End Date” means the date specified in clause A5.1.

“Equipment” means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Services.

“EU” means the European Union.

“EU GDPR” means Regulation (EU) 2016/679) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of Personal Data (General Data Protection Regulation) as it has effect in EU law.

“Exit Day” means as it is defined in the European Union (Withdrawal) Act 2018.

“Eyewitness” means an individual who has directly witnessed a Homicide or Major Incident and suffered mental or emotional harm as a result.

“Family Member” means a person resident in England and Wales who is:

- (a) a spouse, partner, civil partner, parent, sibling, child, stepparent, stepchild, step-sibling or a Dependant of the victim;
- (b) another family member where there are none of the above connected to the victim;
- (c) a Carer to the victim prior to their death; and/or
- (d) a Carer (either before or as a result of the death) to one or more of the Dependents of the victim.

“FCDO” means the Foreign, Commonwealth and Development Office.

“Financial Support” means financial assistance and advice, such as advice on bills, benefits, criminal and civil entitlements and claims, as well as support to access financial resources where appropriate.

“Financial Year” means the period from 1st April each year to the 31st March the following year.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the ICO or relevant Government department in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed

conflict, acts of terrorism, acts of Government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier's supply chain caused by the Covid 19 pandemic or the United Kingdom's exit from the EU.

"General Anti-Abuse Rule" means:

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

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

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

"Government" means the government of the United Kingdom.

"Government Buying Standards" means the standards published here:

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

"Greening Government Commitments" means the Government's policy to reduce its effects on the environment, the details of which are published here:

<https://www.gov.uk/government/collections/greening-government-commitments>

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

"HCPC" means the Health and Care Professions Council.

"HMRC" means HM Revenue & Customs.

"Homicide" means the murder or manslaughter of a person including by vehicular homicide but not as a result of any other kind of road traffic crime.

"ICO" means the Information Commissioner's Office.

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

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

“Institutional Advocacy” means advocating for Staff, Volunteers and Users by challenging systems and policies in an appropriate, relevant and effective way, such as by offering training, and meeting and collaborating with the Authority and Key Stakeholders where appropriate to drive change.

“Interpreter” means a person who provides the service of translating a spoken or signed (using the British Signed Language) message from one language to another, either face to face or remotely.

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

“ISO 14001” means the family of standards related to environmental management published by the International Organisation for Standardisation.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Key Stakeholder” means one of the Home Office, FCDO, Crown Prosecution Service, National Crime Agency, Association of Police and Crime Commissioners and individual police forces, Her Majesty's Prison and Probation Service, Her Majesty's Courts and Tribunals Service, the Parole Board, Victims' Commissioner and Domestic Abuse Commissioner.

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

“KPI” means the key performance indicators set out in Table B in Schedule 1.

“Law” means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply.

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

“Major Incident” means an incident where a crime causes fatalities which local services are unable to manage and/or where a response is required under one or more of the emergency services' major incident plans.

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

“Material Breach” means a breach (including an anticipatory breach):

- (a) which has a material effect on the benefit which the Authority would otherwise derive from a substantial or material portion of the Contract; or
- (b) of any of the obligations set out in clauses D1, D2, D3, D4, F2.7, G3, I4 or paragraphs 3 or 8 of Schedule 6.

“Mental Health Homicide Review” means an independent investigation, commissioned by NHS England, into Homicides that are committed by patients being treated for mental illness. The purpose of an independent investigation is to review thoroughly the care and treatment received by the patient so that the NHS can be clear about what went wrong with the care of the patient, minimise the possibility of a reoccurrence of similar events, and make recommendations for the delivery of health services in the future. This is carried out separately from any police, legal or coroner’s proceedings.

“MP” means Member of Parliament.

“Modern Slavery Helpline” means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available by telephone on 08000 121 700 or online at:

<https://www.modernslaveryhelpline.org/report>

“Month” means calendar month.

“MSA” means the Modern Slavery Act 2015.

“Needs Assessment” means an assessment process which identifies the type of support a User requires.

“NICs” means National Insurance Contributions.

“Notification” means information passed to the Supplier by the police about a Homicide.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax

related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Offensive Weapons Homicide Review” means a statutory review that aims to review the circumstances of certain Homicides where the victim was aged 18 or over, and the events surrounding their death involved, or were likely to have involved, the use of an offensive weapon. The purpose of the review is to identify the lessons to be learnt from the death, to consider whether any action should be taken as a result, and to share the outcome.

“Open Book Data” means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify:

- (a) the Price already paid or payable and the Price forecast to be paid during the remainder of the Term;
- (b) the Supplier’s costs and manpower resources broken down against each element of the Services;
- (c) the cost to the Supplier of engaging the Staff and Volunteers, including base salary, tax and pension contributions and other contractual employment benefits; and
- (d) operational costs which are not included within the above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services;
- (e) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Services; and
- (f) the profit achieved over the Term and annually.

“Outreach Support” means the activity of providing Short Term intervention and support to people who might not otherwise have access to these services, by providing ad hoc group and 1-2-1 Emotional and Practical Support to people where they live or spend time, such as within the Community or an educational establishment, in the immediate aftermath of a Homicide or Major Incident.

“Partner Service” means a service procured by the Supplier to support a User’s needs.

“Personal Data” means as it is defined in the UK GDPR.

“Peer Support” means a peer support platform, in the form of online, group and 1-2-1 peer support, that enables individuals with shared experiences to offer support to one another.

“Personal Data Breach” means as it is defined in the UK GDPR.

“Practical Support” means support with immediate and ongoing practicalities, for example, housing, funeral support, advice and support for parents, emergency food parcels or accommodation where appropriate, and safety measures and devices where these are not provided by law enforcement.

“Premises” means the locations where the Services are to be supplied.

“Price” means the price (excluding any applicable VAT) payable to the Supplier by the Authority under the Contract, as set out in the Cost Model for the full and proper performance by the Supplier of its obligations under the Contract.

“Processing” means as it is defined in Article 4 of the UK GDPR and **“Process”** is construed accordingly.

“Processor” means as it is defined in UK GDPR.

“Prohibited Act” means:

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

“Property” means the property, other than real property, made available to the Supplier by the Authority in connection with the Contract.

“Protected Characteristics” means as defined in the Equalities Act 2010.

“Protective Measures” means appropriate technical and organisational measures designed to ensure compliance with the obligations of the Parties arising under Data Protection Law and the Contract 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.

“PFA” means psychological first aid in the form of a humane, supportive response to a fellow human being who is suffering and may need support. It is an evidence-based intervention shown to support anyone caught up in crisis.

“Psychological Support” means support which aims to protect or promote a User’s mental and psychological wellbeing, such as bereavement and/or trauma counselling.

“Purchase Order” the Authority’s order for the supply of the Services.

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

“Reachable moments” mean events or circumstances in an individual’s life which can lead to positive behavioural change. These moments of intense crisis, in this Contract the trauma of being bereaved, can act as a catalyst for change, providing a cue for the Supplier to address underlying vulnerabilities, to support individuals to cope and recover, and reduce the risk of involvement in serious violence.

“Referral” means a person who has agreed that their contact details can be passed to the Supplier.

“Regulations” means the Public Contract Regulations 2015 (SI 2015/102).

“Regulator Correspondence” means any correspondence from the ICO, or any successor body, in relation to the processing of Personal Data under the Contract.

“Regulatory Body” means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

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

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

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

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

“Request for Information” means a request for information under the FOIA or the EIR.

“Respondent” means a User who has responded to a survey carried out by the Supplier.

“Restorative Justice” means a process that brings those harmed by crime, and those responsible for the harm, into communication. It enables everyone affected by a particular incident to play a part in repairing the harm.

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

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

“Safeguarding Adult Review” means a review by all relevant parties to identify the lessons that can be learned from complex or serious safeguarding adult cases where an adult in vulnerable circumstances has died or been seriously injured and abuse or neglect is or was suspected.

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

“Short Term” means in the period immediately after a Homicide or Major Incident.

“Signposted” means the process by which a User is directed to a Partner Service.

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

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

“Special Category Personal Data” means the categories of Personal Data set out in article 9(1) of the UK GDPR.

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

“Specification” means the description of the Services to be supplied under the Contract as set out in Schedule 1.

“SSCBA” means the Social Security Contributions and Benefits Act 1992.

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

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

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

“Supplier Software” means software, which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Services and which is set out in Schedule 5.

“Supplier Solution” means the Supplier’s solution for the Services described in its Tender which is set out in Schedule 8.

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

“Suspicious Death” means where there is reasonable suspicion that a British National died outside of the United Kingdom in violent or unnatural circumstances.

“Tender” means the Supplier’s tender submitted in response to the Authority’s invitation to suppliers for offers to supply the Services.

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

“Third Party IP Claim” has the meaning given to it in clause E1.4.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Supplier to provide the Services including the software and which is specified as such in Schedule 5.

“Translation” means the process by which the written word is transmitted from one language to another, including Braille.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“TUPE Information” means the information set out in clause B9.1.

“UK” means the United Kingdom.

“UK GDPR” means the UK General Data Protection Regulation.

“UKCP” means the United Kingdom Council for Psychotherapy.

“User” means a person who is being supported by the Service.

“Valid Invoice” means an invoice containing the information set out in clause C1.3 or C1.4.

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

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

“Victims Code” means The Code of Practice for Victims of Crime published here:

“Volunteer” means any individual who is registered with the Supplier to take part in delivering the Service by the Supplier who is unpaid.

“Vulnerable User” means a User who needs specialised care, support or protection because of their age, disability, risk of abuse or neglect.

“Working Day” means any day from Monday to Friday (inclusive) which is not a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa unless the context requires otherwise;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) the Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the Schedules;
- (h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (i) references to the Contract are references to the Contract as amended from time to time;
- (j) any reference in the Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- (ii) any EU institution or EU authority or other such EU body shall be read as a reference to the UK institution, authority or body to which its functions were transferred
- (k) if there is any conflict between the clauses and the Schedules, the conflict is resolved in accordance with the following order of precedence:
 - (i) the Contract save for the Schedules;
 - (ii) Schedule 1;
 - (iii) the other Schedules except for Schedule 8;
 - (iv) Schedule 8.

A2 Authority Obligations

- A2.1 Save as otherwise expressly provided, the Authority's obligations under the Contract are the Authority's obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation upon, or in any other way fetters or constrains, the Authority in any other capacity.

A3 Supplier's Status

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

A4 Mistakes in Information

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

A5 Term

- A5.1 The Contract starts on 1st April 2023 (the "**Commencement Date**") and ends on 31st March 2027 (the "**End Date**") unless it is extended or terminated early.

B. THE SERVICES

B1 Basis of the Contract

- B1.1 In consideration of the Supplier's performance of its obligations under the Contract the Authority shall pay the Supplier the Price in accordance with clause C1.

B1.2 The terms and conditions in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

B2 Delivery of the Services

B2.1 The Supplier shall:

- (a) at all times comply with the Quality Standards;
- (b) where applicable, maintain accreditation with the relevant Quality Standards authorisation body;
- (c) to the extent that the standard of the Service has not been specified in the Contract, agree the relevant standard of the Services with the Authority prior to the supply of the Services;
- (d) deliver the Services in accordance with the Supplier Solution where this means the Services are delivered to a higher standard than in the Specification or where this additional to the services described in the Specification are delivered; and
- (e) perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

B2.2 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Services and the performance of the Supplier's obligations under the Contract.

B2.3 The Supplier shall ensure that its Staff and Volunteers delivering the Service:

- (a) do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper delivery of the Services;
- (b) are properly managed and supervised, including through Clinical Supervision;
- (c) have undertaken a criminal records check by a recognised disclosure service Approved by the Authority;
- (e) have been recruited according to the Supplier's disclosure barring service policy; and
- (c) comply with the standards and requirements set out in Schedule 6.

B2.4 At the Authority's request the Supplier shall provide a list of its Staff and Volunteers who will be undertaking regulated activity according to the Protection of Freedoms Act 2012. The Authority may in its sole discretion require any Staff or Volunteer who has not been subjected to the necessary checks by a disclosure service, approved by the Authority, to be prevented from performing the Services.

B2.5 The Authority may inspect the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection. In

this clause B2, Services include planning or preliminary work in connection with the supply of the Services.

- B2.6 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.
- B2.7 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.

B3 Equipment

- B3.1 The Supplier shall provide all the Equipment and resource necessary for the supply of the Services.
- B3.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises without Approval.
- B3.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B3.4 Equipment brought onto the Premises remains the property of the Supplier.
- B3.5 If the Authority reimburses the cost of any Equipment to the Supplier the Equipment shall become the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier shall keep a full and accurate inventory of such Equipment and deliver that inventory to the Authority on request and on completion of the Services.
- B3.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition.
- B3.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:
- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
 - (b) replace such item with a suitable substitute item of Equipment.
- B3.8 Within 20 Working Days of the end of the Term, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Supplier its Staff or the Volunteers.

B4 Not Used

B5 Staff and Volunteers

B5.1 The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

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

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

B5.2 The Authority shall maintain the security of the Authority's Premises in accordance with its standard security requirements. The Supplier shall comply with all security requirements of the Authority while on the Authority's Premises and ensure that all Staff and Volunteers comply with such requirements.

B5.3 The Authority may search any persons or vehicles engaged or used by the Supplier at the Authority's Premises.

B5.4 At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B5.5 The Supplier shall ensure that all Staff and Volunteers who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

B5.6 The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:

- (a) use reasonable endeavours to make available any Staff or Volunteers requested by the Authority to attend an interview for the purpose of an investigation; and
- (b) provide documents, records or other material in whatever form which the Authority may reasonably request, or which may be requested on the Authority's behalf, for the purposes of an investigation.

B6 Due Diligence

B6.1 Save as the Authority may otherwise direct, the Supplier is deemed to have inspected the Premises before submitting its Tender and to have completed due diligence in relation to all matters connected with the performance of its obligations under the Contract.

B7 Licence to Occupy

- B7.1 Any Premises made available from time to time to the Supplier by the Authority in connection with the Contract are on a non-exclusive licence basis free of charge and are used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier has the use of such Premises as licensee and shall vacate the same on termination of the Contract.
- B7.2 The Supplier shall limit access to the Premises to such Staff and Volunteers as is necessary for it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff and the Volunteers co-operate) with other persons working concurrently on the Premises as the Authority may reasonably request.
- B7.3 If the Supplier requires modifications to the Authority's Premises such modifications are subject to Approval and shall be carried out by the Authority at the Supplier's cost.
- B7.4 The Supplier (including any Staff or Volunteers on the Authority's Premises) shall observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.
- B7.5 The Contract does not create a tenancy of any nature in favour of the Supplier, its Staff or any of the Volunteers and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

B8 Property

- B8.1 All Property is and remains the property of the Authority and the Supplier irrevocably licenses the Authority and its agents to enter any Premises of the Supplier during normal business hours on reasonable notice to recover any such Property.
- B8.2 The Supplier does not have a lien or any other interest on the Property and the Supplier at all times possesses the Property as fiduciary agent and bailee of the Authority. The Supplier shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- B8.3 The Property is deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within 5 Working Days of receipt.
- B8.4 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 the Contract and for no other purpose without Approval.
- B8.5 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.

B8.6 The Supplier is liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B9 Offers of Employment

B9.1 Without the other Party's prior written approval, neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE, any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the Services while such persons are employed or engaged and for a period of 6 Months thereafter.

B9.2 If either Party breaches the clause B9.1, it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person's employment.

B9.3 The Parties hereby agree that the sum specified in clause B9.2 is a reasonable pre-estimate of the loss and damage which the Party not in breach would suffer if there was a breach of clause B9.1.

B10 Employment

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

- (a) the total number of Staff whose employment/engagement terminates at the end of the Term, save for any operation of Law;
- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B10.1 (a);
- (c) the terms and conditions of employment/engagement of the Staff referred to in clause B10.1 (a), their job titles and qualifications;
- (d) their immigration status;
- (e) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- (f) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

B10.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Supplier shall give the Authority updated TUPE Information.

- B10.3 Each time the Supplier supplies TUPE Information to the Authority it warrants its completeness and accuracy, and the Authority may assign the benefit of this warranty to any Replacement Supplier.
- B10.4 The Authority may use TUPE Information it receives from the Supplier for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Term. The Supplier shall provide the Replacement Supplier with such assistance as it shall reasonably request.
- B10.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Supplier indemnifies and keeps indemnified the Authority, the Crown and any Replacement Supplier against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Supplier may suffer or incur as a result of or in connection with:
- (a) the provision of TUPE Information;
 - (b) any claim or demand by any Employee (whether in contract, tort, under statute) in each case arising directly or indirectly from any act, fault or omission of the Supplier or any Sub-Contractor in respect of any Employee on or before the end of the Term;
 - (c) any failure by the Supplier or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Supplier to comply with its duties under regulation 13 of TUPE;
 - (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
 - (e) any claim by any person who is transferred by the Supplier to the Authority and/or a Replacement Supplier whose name is not included in the list of Employees.
- B10.6 If the Supplier is aware that TUPE Information has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date and accurate TUPE Information.
- B10.7 No later than 12 Months prior to the end of the Term, the Supplier shall fully and accurately disclose to the Authority all information the Authority may reasonably request in relation to the Volunteers including the following:
- (a) the total number of Volunteers whose engagement terminates at the end of the Engagement;
 - (b) the age of the Volunteers referred to in clause B10.7 (a);
 - (c) the terms on which the Volunteers referred to in clause B10.7 (a) are engaged; and

- (d) details of any disputes or grievances ongoing or circumstances likely to give rise to disputes or grievances and details of any claims current or threatened.

B10.8 This clause B10 applies during the Term and indefinitely thereafter.

B10.9 The Supplier undertakes to the Authority that, during the 12 Months prior to the end of the Term the Supplier shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

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

C. PAYMENT

C1 Payment and VAT

C1.1 The Supplier shall submit invoices to the Authority in accordance with this clause C1 and Schedule 2.

C1.2 The Authority issues Purchase Orders using Basware and, unless approved otherwise, the Supplier shall, when invited, register on Basware.

C1.3 If the Supplier registers on Basware, a Valid Invoice is an invoice issued through Basware, unless the invoice contains:

- (a) additional lines not included in the relevant Purchase Order;
- (b) line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant Purchase Order; or
- (c) Prices and/or volumes which have been increased without Approval.

- C1.4 If, with Approval, the Supplier does not register on Basware, a Valid Invoice is an invoice which complies with clauses 1.5 to 1.7.
- C1.5 Other than invoices submitted through Basware, all invoices submitted to the Authority must clearly state the word 'invoice' and contain:
- (a) a unique identification number (invoice number);
 - (b) the Supplier's name, address and contact information;
 - (c) the name and address of the department/agency in the Authority with which the Supplier is working;
 - (d) a clear description of the services being invoiced for;
 - (e) the date the services were provided;
 - (f) the date of the invoice;
 - (g) the amount being charged;
 - (h) VAT amount if applicable;
 - (i) the total amount owed;
 - (j) the Purchase Order number; and
 - (k) the amount of the invoice in sterling or any other currency which is Approved.
- C1.6 Other than invoices submitted through Basware, all invoices submitted to the Authority must meet the following criteria:
- (a) email size must not exceed 4mb;
 - (b) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files;
 - (c) any supporting information, backing data etc. must be contained within the invoice PDF file;
 - (d) not contain any lines for items which are not on the Purchase Order;
 - (e) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity; and
 - (f) if required by the Authority, be submitted in a structured electronic invoice in an Electronic Data Interchange or XML formats.

- C1.7 Other than invoices submitted through Basware, all invoices submitted to the Authority must, if requested by the Authority, include:
- (a) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
 - (b) the name of the individuals to whom the timesheet relates and hourly rates for each;
 - (c) identification of which individuals are Supplier's staff, and which are Sub-Contractors' staff;
 - (d) the address of the Premises and the date on which work was undertaken;
 - (e) the time spent working on the Premises by the individuals concerned;
 - (f) details of the type of work undertaken by the individuals concerned;
 - (g) details of plant or materials operated and on standby;
 - (h) separate identification of time spent travelling and/or meal or rest breaks; and
 - (i) if appropriate, details of journeys made, and distances travelled.

C1.8 *The Authority shall not pay an invoice which is not a Valid Invoice.*

- C1.9 The Authority shall not pay the Supplier's overhead costs unless Approved and overhead costs include, without limitation: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.
- C1.10 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and Approved.
- C1.11 If the Authority pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.
- C1.12 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C1.
- C1.13 The Supplier shall:
- (a) if applicable, add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice where it was required, the Authority is not, at any later date, liable to pay the Supplier any additional VAT;

(b) ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice; and

(c) not suspend the Services unless the Supplier is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.

C1.14 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause C1.11 shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

C1.15 The Authority shall:

(a) if applicable, in addition to the Price and following receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract; and

(b) pay all sums due to the Supplier within 30 days of receipt of a Valid Invoice unless an alternative arrangement has been Approved.

C1.16 Any late payment of undisputed invoices by the Authority will be subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank.

C1.17 If the Authority disputes an invoice, it shall inform the Supplier within 10 Working Days of receipt of the invoice and provide supporting information for the reason for the dispute. The Authority may withhold payment of the disputed invoice until the dispute is resolved but shall pay in accordance with the Contract any undisputed amounts.

C2 Recovery of Sums Due

C2.1 If under the Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority under the Contract or under any other agreement with the Authority or the Crown.

C2.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C2.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

C2.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C3 Price

C3.1 Subject to Schedule 2 and clause F4 (Change) the Price applies for the Term.

D. PROTECTION OF INFORMATION

D1 Authority Data

D1.1 The Supplier shall:

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

D1.2 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

- (a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or
- (b) itself restore or procure the restoration of Authority Data and be repaid by the Supplier any reasonable costs incurred in doing so.

D2 Data Protection and Privacy

D2.1 The Parties acknowledge that for the purposes of Data Protection Law, the Authority is the Controller, and the Supplier is the Processor. The only processing which the Authority has authorised the Supplier to do is listed in Schedule 7 and may not be determined by the Supplier.

D2.2 The Supplier shall:

- (a) notify the Authority immediately if it considers any Authority instructions infringe Data Protection Law;
- (b) at its own cost, provide all reasonable assistance to the Authority in the preparation of any DPIA prior to starting any processing. Such assistance may, at the Authority's discretion, include:
 - i) a systematic description of the envisaged Processing and the purpose of the Processing;
 - ii) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
- (c) in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - i) Process that Personal Data only in accordance with Schedule 9 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; and
 - ii) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event which the Authority may reasonably reject. If the Authority reasonably rejects the Protective Measures put in place by the Supplier, the Supplier shall propose alternative Protective Measures to the satisfaction of the Authority. If the Authority does not reject the proposed Protective Measures this does not mean they are Approved. Protective Measures must take account of the nature of the Personal Data to be protected, the harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures

- (d) ensure that:
 - i) Staff do not Process Personal Data except in accordance with the Contract (and in particular Schedule 7;
 - ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to Personal Data and ensure that they:
 - A) are aware of and comply with the Supplier's duties under this clause D2;
 - B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed under the Contract;
 - D) have undergone adequate training in the use, care, protection and handling of the Personal Data
- (e) where the Personal Data is subject to UK GDPR, not transfer the Personal Data outside of the UK unless Approved and:
 - i) the destination country has been recognised as adequate by the Government in accordance with Article 45 of the UK GDPR (or s.74 of DPA);
 - ii) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or s.75 of the DPA) as determined by the Authority;
 - iii) the Data Subject has enforceable rights and effective legal remedies;
 - iv) the Supplier complies with its obligations under Data Protection Law by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - v) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data
- (f) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data;
- (g) subject to clause D2.3, notify the Authority immediately if it:
 - i) receives a Data Subject Request (or purported Data Subject Request);

- ii) receives a request to rectify, block or erase any Personal Data;
- iii) receives any other request, complaint or communication relating to either Party's obligations under Data Protection Law;
- iv) receives any communication from the ICO or any other regulatory authority in connection with Personal Data Processed under the Contract;
- v) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- vi) becomes aware of a Data Loss Event.

D2.3 The Supplier's obligation to notify under clause D2.2 (g) includes the provision of further information to the Authority as details become available.

D2.4 Taking into account the nature of the Processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Law and any complaint, communication or request made under clause D2.2 (g) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- (a) the Authority with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in Data Protection Law;
- (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Authority following any Data Loss Event; and
- (e) assistance as requested by the Authority with respect to any request from the ICO or any consultation by the Authority with the ICO.

D2.5 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with clause D2. This requirement does not apply if the Supplier employs fewer than 250 people unless 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 UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

D2.6 The Supplier shall allow audits of its Processing activity by the Authority or the Authority's designated auditor.

- D2.7 The Supplier shall designate a Data Protection Officer if required by Data Protection Law.
- D2.8 Before allowing any Sub-processor to Process any Personal Data in connection with the Contract, the Supplier shall:
- (a) notify the Authority in writing of the intended Sub-processor and Processing;
 - (b) obtain Approval;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in clause D2 such that they apply to the Sub-processor; and
 - (d) provide the Authority with such information regarding the Sub-processor as the Authority reasonably requires.
- D2.9 The Supplier remains fully liable for the acts and omissions of any Sub-processor.
- D2.10 The Parties shall take account of any guidance published by the ICO and, notwithstanding the provisions of clause F4, the Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance published by the ICO.
- D2.11 This clause D2 applies during the Term and indefinitely after its expiry.

D3 Official Secrets Acts and Finance Act

- D3.1 The Supplier shall comply with:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.

D4 Confidential Information

- D4.1 Except to the extent set out in this clause D4 or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- D4.2 The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority and any Commercially Sensitive Information redacted) including, from time to time, agreed changes to the Contract, to the general public.
- D4.3 If required by the Authority, the Supplier shall ensure that Volunteers, Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in

connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause D4.3.

- D4.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Volunteers, Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.
- D4.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in providing the Services and who need to know the information and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- D4.6 The Supplier shall not and shall procure that the Staff and Volunteers do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.
- D4.7 Clause D4.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - (e) it is independently developed without access to the other Party's Confidential Information.
- D4.8 Nothing in clause D4.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:
- (a) for the purpose of the examination and certification of the Authority's accounts;
 - (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - (d) to Parliament and Parliamentary committees;
 - (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all Government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other Government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Government department or any Contracting Authority; or

(e) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under clauses D4.8 (d) and (e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

D4.9 Nothing in clauses D4.1 to D4.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's IPR.

D4.10 The Authority shall use reasonable endeavors to ensure that any Government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause D4.8 is made aware of the Authority's obligations of confidentiality.

D4.11 If the Supplier does not comply with clauses D4.1 to D4.8 the Authority may terminate the Contract immediately on notice.

D4.12 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.

D4.13 The Supplier shall:

- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches;
- (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
- (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
- (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause D4.12.

D5 Freedom of Information

D5.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.

D5.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:

- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
- (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
- (c) not respond directly to a Request for Information unless authorised to do so in writing by the Authority.

D5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

D6 Publicity, Media and Official Enquiries

D6.1 The Supplier shall not:

- (a) make any press announcements or publicise the Contract or its contents in any way;
- (b) use the Authority's name, brand or logo in any publicity, promotion, marketing or announcement of order; or
- (c) use the name, brand or logo of any of the Authority's agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders

without Approval.

D6.2 Each Party acknowledges that nothing in the Contract either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including the Services and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.

D6.3 The Supplier shall use reasonable endeavours to ensure that its Staff, Volunteers and professional advisors comply with clause D6.1.

E. INTELLECTUAL PROPERTY

E1 Intellectual Property Rights

E1.1 All IPR in:

- (a) the Results; and/or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Supplier by or on behalf of the Authority (together with the Results, the "**IP Materials**")

shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Supplier shall not, and shall ensure that the Staff and Volunteers shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Supplier of its obligations under the Contract.

E1.2 The Supplier hereby assigns:

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

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

E1.3 The Supplier shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third-party owner of any IPR that are, or which may be used to perform the Services, save for the Supplier's case management system, grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the IPR in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third-party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any IPR of any third party in supplying the Services; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E1.3, except to the extent that any such claim results directly from:
 - i) items or materials based upon designs supplied by the Authority; or
 - ii) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Contract.

- E1.4 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any IPR in materials supplied and/or licensed by the Supplier to the Authority.
- E1.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party IPR (whether by the Authority, the Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Contract ("**Third Party IP Claim**"), provided that the Supplier shall at all times:
- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
 - (b) take due and proper account of the interests of the Authority; and
 - (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).
- E1.6 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause E1.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E1.3 (d) i) and ii).
- E1.7 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.
- E1.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E1.3 (b) and G2.1 (g)) use its best endeavours to:
- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
 - (b) procure a licence to use the IPR and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority
- and if the Supplier is unable to comply with clauses E1.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Contract immediately by notice to the Supplier.
- E1.9 The Supplier grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any IPR that the Supplier owned or developed prior to the Commencement Date, save for any IPR in the Supplier's case management system, and which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its

rights under, and receive the benefit of, the Contract (including, without limitation, the Services)

F. CONTROL OF THE CONTRACT

F1 Contract Performance

F1.1 The Supplier shall:

- (a) closely monitor the delivery and success of the Services to ensure that the aims and objectives of the Service, as described in Schedule 1, are achieved; and
- (b) immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

F1.2 Each quarter, or more often if required by the Authority, the Authority shall review the performance of the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as:

- a) the monitoring and information reports set out in Table A in Schedule 1 for the previous quarter;
- b) the Supplier's delivery of the Services;
- c) the Supplier's contribution to innovation in the Authority;
- d) whether the Services provide the Authority with best value for money;
- e) consideration of any changes which may need to be made to the Services; and
- f) a review of future requirements in relation to the Services.

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

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

F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.

F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate), provide the Authority with a plan to address any shortcomings and implementation of improvements identified by the Review Report.

F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by

the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

F1.8 The Supplier shall report on its delivery of the Service as set out in paragraph 6 of Schedule 1.

F2 Remedies

F2.1 If:

- (a) after 3 Months have elapsed following the Commencement Date, the Supplier fails to achieve a KPI; or
- (b) at any time, the Supplier does not perform the Services in accordance with the Contract or Good Industry Practice or in a way which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement

(a **"Failure"**),

the Authority may require the Supplier to submit an improvement plan by issuing an improvement notice (an **"Improvement Notice"**).

F2.2 Within 10 Working Days of the date of issue of an Improvement Notice, the Supplier shall deliver to the Authority an improvement plan which sets out:

- (a) in detail the reasons for the Failure;
- (b) the action which the Supplier proposes to take to correct the Failure, to prevent a repeat of the Failure and the timetable for this action; and
- (c) any actions required of the Authority to enable the Supplier to carry out the remedial plan

(an **"Improvement Plan"**);

F2.3 Following receipt of the Improvement Plan, the Authority shall, within 15 Working Days (or such other period as may be agreed by the Parties) either:

- (a) agree the Improvement Plan; or
- (b) reject the Improvement Plan.

F2.4 If the Authority rejects the Improvement Plan, the Supplier shall, within 5 Working Days, submit to the Authority a revised Improvement Plan following the process set out in clauses F2 and F2.3. If the Authority rejects the second Improvement Plan, the Supplier shall submit a third Improvement Plan following the process set out in clauses F2 and F2.3.

F2.5 If the Authority rejects three Improvement Plans submitted in response to the same Improvement Notice, the Failure and the third Improvement Plan shall be referred to the

Authority's deputy director for Victim and Witness Commissioning and Implementation Unit and the Services Director for London and Homicide Service for Victim Support for resolution within 20 Working Days (an "**Improvement Plan Meeting**").

F2.6 If the Authority agrees an Improvement Plan, the Supplier shall carry out the Improvement Plan in accordance with its terms.

F2.7 If:

- (a) as a result of the Improvement Plan Meeting, the Parties cannot agree an Improvement Plan; or
- (b) following execution of the actions set out in an agreed Improvement Plan in accordance with the Improvement Plan, the Failure is not corrected and/or the Failure is repeated or, in the opinion of the Authority, is likely to be repeated

the Authority may treat either situation as a Material Breach.

F2.8 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier will be able to supply the Services in accordance with the Specification;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
- (c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (d) terminate the Contract in accordance with clause H2.

F2.9 Without prejudice to its right under clause C2 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services.

F3 Transfer and Sub-Contracting

F3.1 Except where both clauses F3.9 and F3.10 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract does not relieve the Supplier of any of its obligations or duties under the Contract.

- F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.
- F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause F5 (Audit). If any Sub-Contractor does not allow the Authority access to the records the Authority has no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.
- F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:
- (a) the Sub-Contract contains:
 - i) a right for the Supplier to terminate if the Sub-Contractor does not comply with its legal obligations in connection with Data Protection Legislation, environmental, social or labour law; and
 - ii) obligations no less onerous on the Sub-Contractor than those on the Supplier under the Contract in respect of data protection in clauses D1 and D2
 - (b) the Sub-Contractor includes a provision having the same effect as set out in this clause F3.4 (a) in any Sub-Contract which it awards; and
 - (c) copies of each Sub-Contract are sent to the Authority immediately after their execution.
- F3.5 The Supplier shall, in respect of Sub-Contract opportunities arising during the Term from or in connection with the provision of the Services:
- (a) advertise on Contracts Finder those that have a value in excess of £25,000;
 - (b) within 90 days of awarding a Sub-Contract, update the notice on Contracts Finder with details of the Sub-Contractor;
 - (c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder and awarded during the Term;
 - (d) provide reports on the information in clause F3.5 (c) to the Authority in the format and frequency reasonably specified by the Authority;
 - (e) promote Contracts Finder to its suppliers and encourage them to register on Contracts Finder; and
 - (f) ensure that each advertisement placed pursuant to F3.5 (a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.

- F3.6 The Supplier shall, at its own cost, supply to the Authority by the end of April each year for the previous Financial Year:
- (a) the total revenue received from the Authority pursuant to the Contract;
 - (b) the total value of all its Sub-Contracts;
 - (c) the total value of its Sub-Contracts with SMEs; and
 - (d) the total value of its Sub-Contracts with VCSEs.
- F3.7 The Authority may from time to time change the format and the content of the information required pursuant to clause F3.6.
- F3.8 If the Authority believes there are:
- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
 - (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.
- F3.9 Notwithstanding clause F3.1, the Supplier may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C1 (Payment and VAT)). Any assignment under this clause F3.9 is subject to:
- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C2 (Recovery of Sums Due);
 - (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - (c) the Authority receiving notification under both clauses F3.10 and F3.11.
- F3.10 If the Supplier assigns the right to receive the Price under clause F3.9, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F3.11 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority can make payment.
- F3.12 Clause C1 continues to apply in all other respects after the assignment and shall not be amended without Approval.
- F3.13 Subject to clause F3.14, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority;

- (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- (c) any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

- F3.14 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F3.15, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.
- F3.15 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F3.13 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the “**Transferee**”):
- (a) the rights of termination of the Authority in clauses H1 and H2 are available to the Supplier in respect of the Transferee; and
 - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.
- F3.16 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- F3.17 Each Party shall at its own cost and expense carry out or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Contract.

F4 Change

- F4.1 After the Commencement Date, either Party may request a Change subject to the terms of this clause F4.
- F4.2 Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 3. The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the requested Change. If the receiving Party accepts the Change, it shall confirm it in writing to the other Party.

- F4.3 If the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:
- (a) allow the Supplier to fulfil its obligations under the Contract without the Change; or
 - (b) terminate the Contract immediately except where the Supplier has already delivered all or part of the Services or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I1 (Dispute Resolution).
- F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.
- F4.5 The Supplier is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.
- F4.6 Clauses F4.4 and F4.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

F5 Audit

- F5.1 The Supplier shall:
- (a) keep and maintain for 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of its compliance with, and discharge of its obligations under the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority;
 - (b) on request afford the Authority or the Authority's representatives or those of any other Crown Body such access to those records and processes as may be requested by the Authority in connection with the Contract; and
 - (c) make available to the Authority or any other Crown Body, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

F5.2 The Authority, acting by itself or through its duly authorised representatives and/or the National Audit Office, may, during the Term and for a period of 18 Months thereafter, assess compliance by the Supplier of the Supplier's obligations under the Contract, including to:

- (a) verify the accuracy of the Price and any other amounts payable by the Authority under the Contract;
- (b) verify the Open Book Data;
- (c) verify the Supplier's compliance with the Contract and the Law;
- (d) identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened Breach of Security and in these circumstances the Authority has no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any guarantor or their ability to perform the Services;
- (f) obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
- (g) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (h) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (i) verify the accuracy and completeness of any management information or reports delivered or required by the Contract;
- (j) review the Supplier's compliance with the Authority's policies and standards; and/or
- (k) review the integrity, confidentiality and security of the Authority Data

and the Supplier (and its agents) shall permit access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Authority (or those acting on its behalf) may reasonably require for the purposes of conducting such an audit.

F5.3 The Supplier (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of conducting a financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

F5.4 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and 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. The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.

- F5.5 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause F5, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

G. LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of clauses D1, D2 or D4 or Schedules 6 or 7; or
- (e) any liability to the extent it cannot be limited or excluded by Law.

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

G1.3 Subject to clause G1.1 the Supplier's aggregate liability in respect of the Contract does not exceed £1,000,000 (one million pounds).

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

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

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

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;
- (d) any compensation or interest paid to a third party by the Authority; and
- (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

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

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

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

- (a) public liability insurance of not less than £5,000,000 (five million pounds) to cover for death or personal injury, loss of or damage to property or any other loss; and
- (b) employer's liability insurance in respect of Staff of not less than £5,000,000 (five million pounds)

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

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

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

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

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

G2 Warranties and Representations

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

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

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

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

G3 Tax Compliance

G3.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

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

G3.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

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

H. DEFAULT, DISRUPTION AND TERMINATION

H1 Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if, in respect of the Supplier:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) any event similar to those listed in H1.1 (a)-(f) occurs under the law of any other jurisdiction.

H1.2 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("**Change of Control**"). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier within 6 Months of:

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

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

H2 Default

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:

- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or

(c) the Default is a Material Breach.

H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C2.1 or to a Force Majeure Event.

H3 Termination on Notice

H3.1 The Authority may terminate the Contract 24 months after the Commencement Date if it gives the Supplier at least 3 Months' written notice.

H3.2 The Authority may terminate the Contract 36 months after the Commencement Date if it gives the Supplier at least 3 Months' written notice.

H4 Other Grounds

H4.1 The Authority may terminate the Contract if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Supplier was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
- (c) the Supplier has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

H5.1 If the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Services the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.

H5.2 If the Contract is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.

H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.

H5.4 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C1 (Payment and VAT), C2 (Recovery of Sums Due), D2 (Data Protection and Privacy), D3 (Official Secrets Acts and Finance Act), D4 (Confidential Information), D5 (Freedom of Information), E1 (Intellectual Property Rights), F5 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), I12 (Governing Law and Jurisdiction) and paragraph 9 of Schedule 6.

H6 Disruption

H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

H6.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

H6.3 If there is industrial action by Staff or any act or omission by Volunteers which is similar to industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Contract.

H6.4 If the Supplier's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Contract may be terminated with immediate effect by the Authority.

H6.5 If the Supplier is unable to deliver the Services owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

H7 Recovery

H7.1 Subject to clause H7.2, on termination of the Contract for any reason, the Supplier shall at its cost:

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

H7.2 The Supplier shall use its reasonable endeavours to obtain people's consent before returning Personal Data to the Authority but is not required to return the Personal Data of people who do not consent.

H7.3 If the Supplier does not comply with clauses H7.1 (a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.

H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services and shall, where possible, exclude Commercially Sensitive Information

H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.

H8.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H8.1.

- H8.5 The Supplier shall allow access to the Premises in the presence of an authorised representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.
- H8.6 If access is required to the Supplier's Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.7 The Supplier shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation includes allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H8.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services, other than the Personal Data of people who have not consented to its transfer. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H9 Exit Management

- H9.1 On termination of the Contract the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H9.2 to H9.5.
- H9.2 If the Authority requires a continuation of all or any of the Services on expiry or termination of the Contract, either by performing them itself or by engaging a third party to perform them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- H9.3 The following commercial approach shall apply to the transfer of the Services if the Supplier:
- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
 - (b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier's rates either set out in Schedule 2 or forming the basis for the Price.

H10 Knowledge Retention

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff and the Volunteers, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the

Authority's request for information no later than 15 Working Days from the date that that request was made.

I GENERAL

I1 Dispute Resolution

- I1.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.
- I1.2 Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- I1.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.
- I1.4 The obligations of the Parties under the Contract shall not cease or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.
- I1.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
 - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
 - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice

basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

- (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I1.6.

I1.6 Subject to clause I1.2, the Parties shall not start court proceedings until the procedures set out in clauses I1.1 and I1.3 have been completed save that:

- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7;
- (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7; and
- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I1.7, to which the Authority may consent as it sees fit.

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

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I1.7 (b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I1.7 (a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

I2 Force Majeure

- 12.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier is regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 12.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 12.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause I2 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated by any of the Services, but the Supplier has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.
- 12.4 Subject to clause I2.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 12.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 12.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
 - i) the other Party is not entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - ii) neither Party is liable for any Default arising as a result of such failure;
 - (b) the Supplier fails to perform its obligations in accordance with the Contract it is entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the Contract during the occurrence of the Force Majeure Event.

- 12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- 12.8 Relief from liability for the Affected Party under this clause 12 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause 12.7.

13 Notices and Communications

- 13.1 Subject to clause 13.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.
- 13.2 If it is not returned as undelivered a notice served in:
- (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and
 - (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day
- or when the other Party acknowledges receipt, whichever is the earlier.
- 13.3 Notices pursuant to clauses 11, 12 or 17 or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.
- 13.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:
- (a) For the Authority:
Contact Name: [REDACTED]
Address: Ministry of Justice Head Quarters, 102 Petty France, London SW1H 9AJ, and
Email: [REDACTED]
 - (b) For the Supplier:
Contact Name: [REDACTED];
Address: Victim Support, 2nd Floor, Whitecross Studios, 50 Banner Street London EC17 8ST
and
Email: [REDACTED]

I4 Conflicts of Interest

- I4.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.
- I4.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions of the Authority pursuant to this clause I4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

I5 Rights of Third Parties

- I5.1 Clauses B10.5 and E1.3 confer benefits on persons named in them (together "**Third Party Provisions**" and each person a "**Third Party Beneficiary**") other than the Parties and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").
- I5.2 Subject to clause I5.1, a person who is not a Party has no right under the CRTPA to enforce the Contract, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- I5.3 No Third-Party Beneficiary may enforce or take steps to enforce any Third-Party Provision without Approval.
- I5.4 Any amendments to the Contract may be made by the Parties without the consent of any Third-Party Beneficiary.

I6 Remedies Cumulative

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

I7 Waiver

- I7.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.
- I7.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause I3 (Notices and Communications).

- I7.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

I8 Severability

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

I9 Entire Agreement

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

I10 Change in Law

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

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

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

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

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

I11 Counterparts

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

I12 Governing Law and Jurisdiction

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

SCHEDULE 1 – SPECIFICATION

1. General Service Description

- 1.1 The Authority intends that the Service will:
- 1.1.1 support Eligible People affected by Homicide, those who have been an Eyewitness, by providing Emotional, Practical, Advocacy, and Peer Support as well as Outreach Support and access to other services, tailored according to the individual's needs to help them cope, and as far as possible, recover from the impact;
 - 1.1.2 support Eligible People residing in England and Wales following a Homicide whether committed at home or abroad (in overseas cases, the Service will provide support where the deceased is a British National);
 - 1.1.3 receive Notifications of Homicide cases from all police forces in England and Wales, the FCDO (in cases involving British Nationals in foreign jurisdictions), Referrals and from third parties such as other support services and local MPs;
 - 1.1.4 help deliver the Authority's obligations under the Victims' Code;
 - 1.1.5 help achieve the Authority's strategic objective of swift access to justice by improving support for victims; and
 - 1.1.6 help the Authority achieve the Prime Minister's objectives via the Crime and Justice Task Force to significantly increase the proportion of victims who receive support when they want it.

1A. Transition

- 1A.1 The Authority acknowledges and agrees that the Supplier may not deliver the Services listed in this paragraph 1A.1 in full, from the Commencement Date:
- 1A.1.1 support for Eyewitnesses to Homicide (other than Users who have directly witnessed a Homicide and live in London);
 - 1A.1.2 support for Eyewitnesses to, and those Bereaved by, Major Incidents; and
 - 1A.1.3 Outreach Support for Children and Young People following a Homicide or Major Incident
- (together the "**Transition Services**").
- 1A.2 The Authority shall not be entitled to enforce any of its rights under the Contract for the Supplier's failure to deliver the Transition Services if the failure occurs before 1st June 2023.

Service Principles

2.1 The Supplier shall:

- 2.1.1 deliver an effective Service for Family Members who are Bereaved, and Eyewitnesses, by providing caseworkers who offer a full range of Emotional, Practical, Advocacy and Peer Support to help them cope, and as far as possible, recover from the impact;
- 2.1.2 deliver an effective Service for Children and Young People outside of those defined as Family Members who are affected by, or those who are an Eyewitness by providing Short Term Outreach Support for Children and Young People in the Community, in the immediate aftermath of a Homicide or Major Incident;
- 2.1.3 ensure an inclusive and accessible Service for all Eligible People, regardless of when the Homicide occurred, and proactively explore ways in which the Service can remove barriers for Eligible People;
- 2.1.4 ensure Eligible People are able to access the Service free of charge;
- 2.1.5 deliver support through a combination of face-to-face and digital and remote services, allowing choice in the support provided according to the needs of the User;
- 2.1.6 offer a consistent level of high-quality support across England and Wales, including ensuring access to a translator for other languages as required by each User;
- 2.1.7 offer targeted support for Bereaved Children and Young People, or those who are an Eyewitness, to address the impact of ACE;
- 2.1.8 offer 24/7 support provision to ensure Eligible People can access immediate, out of hours support where necessary;
- 2.1.9 possess the flexibility, adaptability and resilience to respond to new challenges and changing environments;
- 2.1.10 ensure all Staff, Volunteers and Sub-Contractors, receive appropriate vetting and training to deliver effective support to Users, including training to support those that have experienced or are experiencing trauma;
- 2.1.11 ensure support is delivered to Users safely by ensuring all Staff and Volunteers conduct a risk assessment, for example, prior to home visits, or meetings in public spaces such as schools or community centres;
- 2.1.12 process User information in line with any information sharing obligations required by the Authority, Key Stakeholders and Sub-Contractors, and work closely with the Authority, Key Stakeholders and Sub-Contractors as necessary to consider alternative approaches to data sharing;
- 2.1.13 work closely with Key Stakeholders and relevant third parties, such as criminal justice agencies and support services, both nationally and locally, to improve engagement

and awareness of the Service, and to improve the User experience; and

- 2.1.14 ensure Staff and Volunteers are able to access Clinical Supervision and support to enable their development and protect their wellbeing and resilience;
- 2.1.15 shall put in place an independent and accessible complaints procedure for the Bereaved to raise complaints about the Service and provide regular updates to the Authority on numbers and types of complaint received including:
 - summary of complaint
 - date complaint made
 - remedial action proposed
 - outcome of remedial action
 - date when complaint resolved.

2. Eligibility

3.1 The Supplier shall offer the Service to:

- 3.1.1 Family Members of a person whose death is the result of Homicide or Major Incident, who seek support for the harm they have suffered as a result of that person's death, and who are residing in England and Wales at the time they require support, regardless of their residence status, nationality or citizenship;
- 3.1.2 Eyewitnesses who seek support for the harm they have suffered as a result of witnessing the Homicide or Major Incident, and who are residing in England and Wales at the time they require support, regardless of their residence status, nationality or citizenship;
- 3.1.3 Children and Young People, outside of those defined as Family Members, who are impacted by a Homicide or Major Incident and are residing in England and Wales at the time of support, regardless of their residence status, nationality or citizenship, via Short Term Outreach Support in the Community in the immediate aftermath of a Homicide or Major Incident; and
- 3.1.4 Family Members, facing the same circumstances as described in paragraph 3.1.1, residing in England and Wales following the death of a British National abroad, as a result of Homicide or Suspicious Death.

3.2 The Supplier shall provide the Service to Eligible People:

- 3.2.1 whether they have self-referred, or been referred by other parties, as long as they have consented to such support;
- 3.2.2 free of charge;
- 3.2.3 without discriminating on the grounds of any Protected Characteristics; and
- 3.2.4 for as long as the Eligible Person requires support during the Term.

3. Support for Eligible People

- 4.1 The Supplier shall provide Emotional Support, Practical Support, Financial Support, Advocacy Support, Criminal Justice Support, Peer Support and Outreach Support to Eligible People based on their needs.
- 4.2 The Supplier shall:
 - 4.2.1 ensure Referrals into the Service are responded to within two Working Days, following an Eligible Person's consent;
 - 4.2.2 ensure caseworkers conduct ongoing Needs Assessments (incorporating a plan to monitor progress) and offer Emotional Support, Practical Support and Advocacy Support to eligible Bereaved and Eyewitnesses, according to individual needs;
 - 4.2.3 provide Emotional Support through verbal and nonverbal processes, care, concern, reassurance, empathy, comfort, and acceptance that are communicated and directed towards a User. This also includes supporting the User in combating isolation and building social interactions where appropriate;
 - 4.2.4 provide professional Psychological Support to Users. This can be offered in-house or via onward referral to Sub-Contractors, and must be provided by BACP, BABCP, HCPC, UKCP or BPS accredited counsellors and/or psychotherapists, and be free at the point of use;
 - 4.2.5 provide Users with Practical Support;
 - 4.2.6 provide Users with Financial Support;
 - 4.2.7 support Users to access other services depending on their needs, for example, therapy and counselling for trauma and bereavement, legal advice, substance misuse, Restorative Justice and housing support;
 - 4.2.8 provide immediate and/or ongoing support with education, skills and employment, offering advocacy and liaising with schools and employers;
 - 4.2.9 advise on dealing with media attention;
 - 4.2.10 provide advocacy, advice and support through statutory reviews, including but not limited to Domestic Homicide Reviews, Mental Health Homicide Reviews, Offensive Weapons Homicide Reviews and Child Safeguarding Practice Reviews;
 - 4.2.11 provide advocacy, advice and support through legal processes including trials, parole hearings, inquests and other criminal justice processes;
 - 4.2.12 offer Institutional Advocacy;
 - 4.2.13 provide Peer Support for all Users, including a Peer Support service for Children and Young People;

- 4.2.14 provide Emotional Support, Practical Support and Advocacy Support to Eligible People following a Major Incident;
- 4.2.15 provide targeted Emotional Support, Practical Support and Advocacy Support to Eligible People who are Children and Young People and who are defined as Family Members, to address the impact of ACE, including additional, tailored Reachable Moment support for those who might be at risk of serious violence;
- 4.2.16 provide support for Children and Young People in an age-appropriate manner, offering flexibility in the type of support where appropriate, for example, children under 5 or children who are unable to access digital provision should be able to access in-person support e.g., due to learning disabilities;
- 4.2.17 provide Short Term Outreach Support;
- 4.2.18 work with Communities, following a Homicide or Major Incident, to increase awareness of the Service for Children and Young People who are Family Members or Eyewitnesses and therefore may be eligible for ongoing support via the Service;
- 4.2.19 work with Communities, in the aftermath of a Homicide or Major Incident, to ensure referral pathways are in place for Children and Young People who are not defined as Family Members or Eyewitnesses, yet who require longer term support to cope with the impact of Homicide or Major Incident;
- 4.2.20 provide a hybrid Service that offers both digital and in-person support for all Users, to allow flexibility in the type of support Users receive;
- 4.2.21 work with those with lived experience of bereavement through Homicide, or as an Eyewitness, to provide Outreach Support and Peer Support (as Staff and/or Volunteers) to enable those with shared experiences to offer support to one another;
- 4.2.22 maintain the confidentiality of Users and of any confidential information it receives from a User;
- 4.2.23 remain impartial and independent from criminal justice agencies whilst maintaining close working relationships to aid the Service;
- 4.2.24 provide additional support for families where the Homicide or Suspicious Death occurred overseas including, according to needs:
 - i. identification and repatriation;
 - ii. travelling to the crime scene for family;
 - iii. legal advice;
 - iv. Interpreters and Translation;
 - v. media handling; and
 - vi. any other needs that may arise due to the Homicide taking place abroad.

5. Supporting the Service

5.1 The Supplier shall:

- 5.1.1 support, develop and maintain referral arrangements for Eligible People with Sub-Contractors where Services are not provided in-house;
- 5.1.2 seek qualitative and quantitative feedback from Users to inform the development of the Service and maintain quality standards;
- 5.1.3 establish an advisory panel, extending membership to those with lived experience of Homicide, which meets on a quarterly basis to provide oversight and drive Service improvements, to ensure the best possible support is provided to Users;
- 5.1.4 work with the Authority to:
 - i. highlight any concerns raised by Users or identified by Sub-Contractors, involving Staff and Volunteers;
 - ii. if requested by the Authority, take part in meetings with the Authority and other Key Stakeholders as determined by the Authority to discuss User needs and Referrals;
 - iii. arrange an annual conference, funded by the Supplier, inviting experts and Key Stakeholders, seeking to collaborate, share learnings and best practice, to improve support for Users.
- 5.1.5 collaborate with the Authority, Key Stakeholders, Sub-Contractors, other criminal justice agencies and victim support services to support the Authority's obligations under the Victims' Code;
- 5.1.6 develop effective working relationships with Sub-Contractors and Key Stakeholders to promote the Service, maintain oversight of the support journey for Users and promote a collaborative approach to addressing its challenges;
- 5.1.7 ensure that Staff and Volunteers receive appropriate training in order to enable them to provide appropriate support to Vulnerable Users and those with Protected Characteristics;
collect and monitor data, and report back each Month to the Authority and other Key Stakeholders to better understand accessibility and to enable Service improvements by reporting on risks, trends and needs. This will be reviewed after the first 6 months.
- 5.1.8 promote the Service across England and Wales in a range of ways accessible to Eligible People from a variety of backgrounds, to encourage them to self-refer to the Service;
- 5.1.9 work collaboratively with the Authority and Sub-Contractors, to ensure all Staff and Volunteers are appropriately trained, including training to support those experiencing trauma;
- 5.1.10 enable accessibility of the Service through innovation, ensuring all Users are able to benefit from the Service, including through alternative delivery models, such as greater

capabilities to deliver support through technology to offer flexibility between in-person and digital delivery of support to ensure Users can access support according to their preferences;

- 5.1.11 offer a resilient Service that provides a guaranteed minimum level of service that meets the minimum performance set out in the KPI, and ensures Eligible People can access needs-based support in accordance with the Victims' Code;
- 5.1.12 align all communications and literature for Users to a level no greater than that of the current National Reading Age to improve accessibility in line with the Victims' Code; and
- 5.1.13 be representative of society by ensuring the resourcing of the Service is diverse, regardless of whether the Service is resourced by Staff, Volunteers or both.

6. Monitoring and Reporting

6.1 The Supplier shall accurately report to the Authority:

6.1.1 each Month, within 10 Working Days of the end of the Month:

- i. the management information set out in Table A below; and
- ii. its performance against the KPI

6.1.2 at the Authority's request:

- i. the delivery of Services to Users, demonstrating improvements and by providing qualitative and/or quantitative data on Services and how it has improved the support provided and accessibility to the Service; and
- ii. any other information as the Authority may reasonably require from time to time in connection with the Service and the Contract.

6.2 The Authority may review its reporting requirements, including the frequency, set out in paragraph 6.1.1, 6 Months after the Commencement Date and may revise them at its sole discretion.

Table A – Management Information

MI Route into the Service

MI ref	Measure	Frequency	Format	Proposed calculation
Referral by Service User Type				
MI.R01a& MI.R01b	a) Total number of Service Users referred to the Service b) Total number of Service Users referred to the Service per police force	Monthly	Number & Percentage	Measured against total number referred
MI.R02	Number of Children and Young People referred to the CYP Service	Monthly	Number & Percentage	Measured against total number referred
MI.R03	Number of Children and Young People referred in the Outreach Service	Monthly	Number & Percentage	Measured against total number referred
MI.R04	Number of Eyewitnesses referred to the Service	Monthly	Number & Percentage	Measured against total number referred
MI.R05	Number of bereaved family members referred to the Service	Monthly	Number & Percentage	Measured against total number referred
MI.R06	Total number of Service Users who have re-entered the service (Broken down by Bereaved Family member, Eyewitness and Children and Young People)	Monthly	Number	Not needed
Referral by Source				
MI.R07	Number of referrals received from police forces (Broken down by geographical location of each police force)	Monthly	Number & Percentage	Measured against total number referred
MI.R08	Number of referrals received from Members of Parliament	Monthly	Number & Percentage	Measured against total number referred
MI.R09	Number of referrals received from the Foreign, Commonwealth and Development Office	Monthly	Number & Percentage	Measured against total number referred
MI.R10	Number of self-referrals received	Monthly	Number & Percentage	Measured against total number referred

MI.R11	Number of referrals from any other source (including the details of the source)	Monthly	Number & Percentage (Detail - wording)	Measured against total number referred
MI.R12	Number of referrals following a terrorist attack or major incident	Monthly	Number & Percentage	Measured against total number referred
MI.R13	Number of referrals following a domestic homicide	Monthly	Number & Percentage	Measured against total number referred
MI.R14	Number of onward referrals to Partner Services	Monthly	Number & Percentage	Measured against total number referred
Service User Types				
MI. R15	The total number of referrals who could not be contacted to accept support into the Service	Monthly	Number & Percentage	Measured against total number referred
MI. R15a	Number of Eyewitnesses referrals who could not be contacted to accept support into the Service	Monthly	Number & Percentage	Measured against total number of eyewitnesses referred
MI. R15b	Number of bereaved family member referrals who could not be contacted to accept support into the service	Monthly	Number & Percentage	Measured against total number of bereaved family members referred
MI. R15c	Number of Children and Young People referred who could not be contacted to accept support into the CYP service	Monthly	Number & Percentage	Measured against total number of children and young people referred into CYP service
MI. R15d	Number of Children and Young People referred who could not be contacted to accept support into the Outreach service	Monthly	Number & Percentage	Measured against total number of Children and Young People referred into Outreach

MI Support

MI Ref	Measure	Frequency	Format	Proposed method of calculation
MI.S01	Total number of Service Users with active cases within the service	Monthly	Number	
MI.S02	Total number of Service Users continuing support over 6 months	Monthly	Number	
MI.S03	Total number of Service Users continuing support over 12 months	Monthly	Number	

MI.S04	Total number of Service Users continuing support over 18 months	Monthly	Number	
MI.S05	Number of Eyewitnesses who require support after a needs assessment	Monthly	Number & Percentage	Measured against total number of Eyewitnesses referred
MI.S06	Number of Bereaved Family members who require support after a needs assessment	Monthly	Number & Percentage	Measured against total number of Bereaved Family members referred
MI.S07	Number of Children and Young People who require support after a needs assessment	Monthly	Number & Percentage	Measured against total number of Children Young People referred
MI.S07a	§ aged 18-24	Monthly	Number & Percentage	As above
MI.S07b	§ aged 13-17	Monthly	Number & Percentage	As above
MI.S07c	§ aged 11-12	Monthly	Number & Percentage	As above
MI.S07d	§ aged 6-10	Monthly	Number & Percentage	As above
MI.S07e	§ aged 5 and under:	Monthly	Number & Percentage	As above
MI.S08	Number of Children and Young People who have been supported after 4 weeks of being referred and a needs assessment has taken place	Monthly	Number & Percentage	Measured against total number of Children and Young People who have been accepted to referred for support
MI.S08A	§ aged 18-24	Monthly	Number & Percentage	As above
MI.S08B	§ aged 13-17	Monthly	Number & Percentage	As above
MI.S08C	§ aged 11-12	Monthly	Number & Percentage	As above
MI.S08D	§ aged 6-10	Monthly	Number & Percentage	As above
MI.S08E	§ aged 5 and under:	Monthly	Number & Percentage	As above
MI.S09	Number of Service Users supported following a major incident and a terror attack	Monthly	Number & Percentage	Measured against total number referred following a major incident and a terror attack.
MI.S09A	Number of Bereaved Family members supported following a major incident and a terror attack	Monthly	Number & Percentage	Measured against the total number of service users supported following a major incident and a terror attack.
MI.S09B	Number of Eyewitnesses supported following a major incident or a terror attack	Monthly	Number & Percentage	Measured against the total number of service users supported following a major incident and a terror attack.

MI.S09C	Number of Children and Young People supported through CYP service following a major incident or a terror attack	Monthly	Number & Percentage	Measured against the total number of service users supported following a major incident and a terror attack.
MI.S09D	Number of Children and Young People supported through Outreach following a major incident or a terror attack	Monthly	Number & Percentage	Measured against the total number of service users supported following a major incident and a terror attack.
MI.S10	Number of in- person interventions	Monthly	Number & Percentage	Measured against total number of service users supported
MI.S11	Number of remote interventions	Monthly	Number & Percentage	Measured against total number of service users supported
MI.S12	Number of Service Users who accepted to be referred or signposted to an agency outside the Homicide Service (including breakdown of support service referred to) TO INCLUDE two Values: 1 total value and another figure not including those who have accessed outreach support	Monthly	Number & Percentage	Measured against the number offered referred or signposted to an agency outside the Homicide Service
Emotional Support (Broken down by Eyewitness, Bereaved Family Member, Child and Young Person and Outreach)				
MI.S13	Number of Service Users who identified a need of listening support from a caseworker	Monthly	Number & Percentage	Measured against the number offered listening support
MI.S14	Number of Service Users who received listing support from a case worker	Monthly	Number & Percentage	Measured against the number accepted listening support
MI.S15	Number of Service Users who identified a need of Psychological Support (counselling and therapy) from a trained professional	Monthly	Number & Percentage	Measured against the number offered of Psychological Support (counselling and therapy)
MI.S16	Number of Service Users who received Psychological Support (counselling and therapy) from a trained professional	Monthly	Number & Percentage	Measured against the number accepted offer of Psychological Support (counselling and therapy)
Peer Support (Broken down by Eyewitness, Bereaved Family Member, Child and Young Person and Outreach)				
MI.S17	Number of Service Users who identified a need of group peer support	Monthly	Number & Percentage	Measured against the number offered group peer support at the needs assessment
MI.S18	Number of Service Users who received group peer support	Monthly	Number & Percentage	Measured against the number following a needs assessment

				accepted group peer support
MI.S19	Number of Service Users who identified a need of 121 peer support	Monthly	Number & Percentage	Measured against the number offered 121 peer support at the needs assessment
MI.S20	Number of Service Users who received 121 peer support	Monthly	Number & Percentage	Measured against the number following a needs assessment accepted offer of 121 peer support
MI.S21	Number of Service Users who identified a need of online peer support	Monthly	Number & Percentage	Measured against the number offered online peer support at the needs assessment
MI.S22	Number of Service Users who received online peer support	Monthly	Number & Percentage	Measured against the number following a needs assessment accepted offer of online peer support
MI.S23	Number of Service Users who are matched with a Peer Supporter within a month of being referred	Monthly	Number & Percentage	Measured against the number who requested a peer supported
Practical Support (Broken down by Eyewitness, Bereaved Family Member, Child and Young Person and Outreach)				
MI.S24	Number of Service Users who identified a need of support with criminal and civil entitlements and claims	Monthly	Number & Percentage	Measured against the number offered support with criminal and civil entitlements and claims
MI.S25	Number of Service Users who received support with criminal and civil entitlements and claims	Monthly	Number & Percentage	Measured against the number accepted offer of support with criminal and civil entitlements and claims
MI.S26	Number of Service Users who identified a need of support to build relationships with family and friends	Monthly	Number & Percentage	Measured against the number offered support to build relationships with family and friends
MI.S27	Number of Service Users who received support to build relationships with family and friends	Monthly	Number & Percentage	Measured against the number accepted support to build relationships with family and friends
MI.S28	Number of Service Users who identified a need of support and advice on custody of children	Monthly	Number & Percentage	Measured against the number offered support and advice on custody of children
MI.S29	Number of Service Users who received offer support and advice on custody of children	Monthly	Number & Percentage	Measured against the number accepted support and advice on custody of children

MI.S30	Number of Service Users who identified a need of support with funeral costs	Monthly	Number & Percentage	Measured against the number offered support with funeral costs
MI.S31	Number of Service Users who received offer of support with funeral costs	Monthly	Number & Percentage	Measured against the number accepted support with funeral costs
MI.S32	Number of Service Users who identified a need of support and advice on housing	Monthly	Number & Percentage	Measured against the number offered support and advice on housing
MI.S33	Number of Service Users who received support and advice on housing	Monthly	Number & Percentage	Measured against the number accepted offer of support and advice on housing
MI.S34	Number of Service Users who identified a need of support and advice on dealing with media attention	Monthly	Number & Percentage	Measured against the number offered support and advice on dealing with media attention
MI.S35	Number of Service Users who received support and advice on dealing with media attention	Monthly	Number & Percentage	Measured against the number accepted support and advice on dealing with media attention
MI.S36	Number of Service Users who identified a need of translation of documents into other languages	Monthly	Number & Percentage	Measured against the number offered translation of documents into other languages
MI.S37	Number of Service Users who received translation of documents into other languages	Monthly	Number & Percentage	Measured against the number accepted offer of translation of documents into other languages
MI.S38	Number of Service Users who identified a need of support with safety measures and devices where not provided by local law enforcement	Monthly	Number & Percentage	Measured against the number offered support with safety measures and devices where not provided by local law enforcement
MI.S39	Number of Service Users who received support with safety measures and devices where not provided by local law enforcement	Monthly	Number & Percentage	Measured against the number accepted support with safety measures and devices where not provided by local law enforcement
Financial Support (Broken down by Eyewitness, Bereaved Family Member, Child and Young Person and Outreach)				
MI.S40	Number of Service Users who are aware of Financial Support	Monthly	Number & Percentage	Measured against the number of service users
MI.S41	Number of Service Users who identified a need of support and advice on bills	Monthly	Number & Percentage	Measured against the number offered support and advice on bills

MI.S42	Number of Service Users who received support and advice on bills	Monthly	Number & Percentage	Measured against the number accepted offer of support and advice on bills
MI.S43	Number of Service Users who identified a need of support with benefits	Monthly	Number & Percentage	Measured against the number offered support with benefits
MI.S44	Number of Service Users who received support with benefits	Monthly	Number & Percentage	Measured against the number accepted offer of support with benefits
MI.S45	Number of Service Users who identified a need of support with emergency food and other essential items	Monthly	Number & Percentage	Measured against the number offered support with emergency food and other essential items
MI.S46	Number of Service Users who received support with food and other essential items	Monthly	Number & Percentage	Measured against the number accepted offer of support with emergency food and other essential items
Criminal Justice Support (Broken down by Eyewitness, Bereaved Family Member, Child and Young Person and Outreach)				
MI.S47	Number of Service Users who identified a need of support and advice to access restorative justice	Monthly	Number & Percentage	Measured against the number offered support and advice to access restorative justice
MI.S48	Number of Service Users who received support and advice on to access restorative justice	Monthly	Number & Percentage	Measured against the number accepted offer of support and advice to access restorative justice
MI.S49	Number of Service users who identified a need of support with Criminal Injuries Compensation	Monthly	Number & Percentage	Measured against the number offered support with Criminal Injuries Compensation
MI.S50	Number of Service users who received support with Criminal Injuries Compensation	Monthly	Number & Percentage	Measured against the number accepted support with Criminal Injuries Compensation
MI.S51	Number of Service Users who identified a need of support to attend court	Monthly	Number & Percentage	Measured against the number offered support to attend court
MI.S52	Number of Service Users who received support to attend court	Monthly	Number & Percentage	Measured against the number accepted offer of support to attend court
MI.S53	Number of Service Users who identified a need of support during a trial	Monthly	Number & Percentage	Measured against the number offered support during a trial

MI.S54	Number of Service Users who received support during a trial	Monthly	Number & Percentage	Measured against the number accepted support during a trial
MI.S55	Number of Service Users who identified a need of support and advice during an inquest	Monthly	Number & Percentage	Measured against the number offered support and advice during an inquest
MI.S56	Number of Service Users who received support and advice during an inquest	Monthly	Number & Percentage	Measured against the number accepted offer of support and advice during an inquest
MI.S57	Number of Service Users who identified a need of support and advice during a parole hearing	Monthly	Number & Percentage	Measured against the number offered support and advice during a parole hearing
MI.S58	Number of Service Users who receive support and advice during a parole hearing	Monthly	Number & Percentage	Measured against the number accepted offer of support and advice during a parole hearing
Advocacy Support (Broken down by Eyewitness, Bereaved Family Member, Child and Young Person and Outreach)				
MI.S59	Number of Service Users who identified a need of advocacy support with employment	Monthly	Number & Percentage	Measured against the number offered advocacy support with employment
MI.S60	Number of Service Users who received advocacy support with employment	Monthly	Number & Percentage	Measured against the number accepted offer of advocacy support with employment
MI.S61	Number of Service Users who identified a need of advocacy support with education	Monthly	Number & Percentage	Measured against the number offered advocacy support with education
MI.S62	Number of Service Users who received advocacy support with education	Monthly	Number & Percentage	Measured against the number accepted offer of advocacy support with education
MI.S63	Number of Service Users who identified a need of advocacy support for Domestic Homicide Reviews	Monthly	Number & Percentage	Measured against the number offered advocacy support for Domestic Homicide Reviews
MI.S64	Number of Service Users who received advocacy support for Domestic Homicide Reviews	Monthly	Number & Percentage	Measured against the number accepted offer advocacy support for Domestic Homicide Reviews
MI.S65	Number of Service Users who identified a need of advocacy support for Mental Health Reviews	Monthly	Number & Percentage	Measured against the number offered of advocacy support for Mental Health Reviews

MI.S66	Number of Service Users who received advocacy support for Mental Health Reviews	Monthly	Number & Percentage	Measured against the number accepted offer of advocacy support for Mental Health Reviews
MI.S67	Number of Service Users who identified a need of advocacy support for Child Practice Safeguarding Reviews	Monthly	Number & Percentage	Measured against the number offered advocacy support for Child Practice Safeguarding Reviews
MI.S68	Number of Service Users who received advocacy support for Child Practice Safeguarding Reviews	Monthly	Number & Percentage	Measured against the number accepted offer of advocacy support for Child Practice Safeguarding Reviews
MI.S69	Number of Service Users who identified a need of advocacy support for Safeguarding Adult Reviews	Monthly	Number & Percentage	Measured against the number offered advocacy support for Safeguarding Adult Reviews
MI.S70	Number of Service Users who received advocacy support for Safeguarding Adult Reviews	Monthly	Number & Percentage	Measured against the number accepted offer of advocacy support for Safeguarding Adult Reviews
MI.S71	Number of Service Users who identified a need of advocacy support for Offensive Weapons Homicide Reviews	Monthly	Number & Percentage	Measured against the number offered advocacy support for Offensive Weapons Homicide Reviews
MI.S72	Number of Service Users who received advocacy support for Offensive Weapons Homicide Reviews	Monthly	Number & Percentage	Measured against the number accepted offer of advocacy support for Offensive Weapons Homicide Reviews
Outreach Support				
MI.S73	Number of Children and Young People who identified a need of ad hoc group support in the Community	Monthly	Number & Percentage	Measured against the number offered ad hoc group support in the Community
MI.S74	Number of Children and Young People who received ad hoc group support in the Community	Monthly	Number & Percentage	Measured against the number accepted offer of ad hoc group support in the Community
MI.S75	Number of Children and Young People who identified a need of ad hoc 121 support in the Community	Monthly	Number & Percentage	Measured against the number offered ad hoc 121 support in the Community
MI.S76	Number of Children and Young People who received ad hoc 121 support in the Community	Monthly	Number & Percentage	Measured against the number accepted offer of ad hoc 121 support in the Community

MI.S77	Number of Children and Young People who are referred into the CYP Service via Outreach Support	Monthly	Number	Number of children and young people referred into the CYP service via outreach at the end of the month
MI.S78	Number of Children and Young People who consented to support following a referral into CYP Service via Outreach Support	Monthly	Number & Percentage	Measured against the number accepted offer to be referred into the Homicide Service via Outreach Support
MI.S79	Number of partnerships with Local Services	Monthly	Number	Number of partnerships with local services at the end of the month
Children and Young People Support				
MI.S80	Number of Children and Young People who identified a need of CYP support through the needs assessment	Monthly	Number & Percentage	Measured against the number offered CYP support
MI.S81	Number of Children and Young People who received offer of CYP support	Monthly	Number & Percentage	Measured against the number accepted offer of CYP support
MI.S82	Number of Children and Young People who identified a need of Reachable Moment Support	Monthly	Number & Percentage	Measured against the number offered Reachable Moment Support
MI.S83	Number of Children and Young People who received Reachable Moment Support	Monthly	Number & Percentage	Measured against the number accepted Reachable Moment Support
MI.S84	Number of Children and Young People who identified a need of 121 in-person support where they are unable to access digital support	Monthly	Number & Percentage	Measured against the number offered 121 in-person support where they are unable to access digital support
MI.S85	Number of Children and Young People who received 121 in-person support where they are unable to access digital support	Monthly	Number & Percentage	Measured against the number accepted offer of 121 in-person support where they are unable to access digital support
MI.S86	Number of Children and Young People who identified a need of remote casework support	Monthly	Number & Percentage	Measured against the number offered remote casework support
MI.S87	Number of Children and Young People received remote casework support	Monthly	Number & Percentage	Measured against the number accepted offer of remote casework support
Domestic Homicide				

MI. S88	Number of Service Users who received Emotional Support following a domestic homicide	Monthly	Number & Percentage	Measured against the total number of service users following a domestic homicide
MI. S89	Number of Service Users who received Practical Support following a domestic homicide	Monthly	Number & Percentage	Measured against the total number of service users following a domestic homicide
MI. S90	Number of Service Users who received Financial Support following an eligible claim after a domestic homicide	Monthly	Number & Percentage	Measured against the total number of service users following a domestic homicide
MI. S91	Number of Service Users who received Criminal Justice Support following a domestic homicide	Monthly	Number & Percentage	Measured against the total number of service users following a domestic homicide
MI. S92	Number of Service Users who received Advocacy Support following a domestic homicide	Monthly	Number & Percentage	Measured against the total number of service users following a domestic homicide
MI. S93	Number of Service Users who received Peer Support following a domestic homicide	Monthly	Number & Percentage	Measured against the total number of service users following a domestic homicide
MI. S94	Number of service users following a domestic homicide (Broken down by Eyewitness, Bereaved Family Member, Child and Young Person, Outreach)	Monthly	Number	Not needed
Homicide Abroad				
MI.S95	Number of Service Users who identified a need of support with identification and repatriation	Monthly	Number & Percentage	Measured against the number offered support with identification and repatriation
MI.S96	Number of Service Users who received support with identification and repatriation	Monthly	Number & Percentage	Measured against the number accepted offer of support with identification and repatriation
MI.S97	Number of Service Users who identified a need of support travelling to the crime scene	Monthly	Number & Percentage	Measured against the number offered support travelling to the crime scene
MI.S98	Number of Service Users who received support travelling to the crime scene	Monthly	Number & Percentage	Measured against the number accepted offer of support travelling to the crime scene
MI.S99	Number of Service Users who identified a need of legal advice	Monthly	Number & Percentage	Measured against the number offered legal advice

MI.S100	Number of Service Users who received legal advice	Monthly	Number & Percentage	Measured against the number accepted offer of legal advice
MI.S101	Number of Service Users who identified a need of support with an interpreter	Monthly	Number & Percentage	Measured against the number offered support with an interpreter
MI.S102	Number of Service Users who received support with an interpreter	Monthly	Number & Percentage	Measured against the number accepted offer of support with an interpreter
MI.S103	Number of Service Users who identified a need of support through the translation of documents	Monthly	Number & Percentage	Measured against the number offered support through the translation of documents
MI.S104	Number of Service Users who received support through the translation of documents	Monthly	Number & Percentage	Measured against the number accepted offer of support through the translation of documents
MI.S105	Number of Service Users who identified a need of support and advice on dealing with media attention	Monthly	Number & Percentage	Measured against the number offered support and advice on dealing with media attention
MI.S106	Number of Service Users who received support and advice on dealing with media attention	Monthly	Number & Percentage	Measured against the number accepted offer of support and advice on dealing with media attention
MI.S107	Number of Service Users who received Emotional Support following a homicide abroad	Monthly	Number & Percentage	Measured against the total number of service users following a homicide abroad
MI.S108	Number of Service Users who received Practical Support following a homicide abroad	Monthly	Number & Percentage	Measured against the total number of service users following a homicide abroad
MI.S109	Number of Service Users who received Financial Support following an eligible claim after a homicide abroad	Monthly	Number & Percentage	Measured against the total number of service users following a homicide abroad
MI.S110	Number of Service Users who received Criminal Justice Support following a homicide abroad	Monthly	Number & Percentage	Measured against the total number of service users following a homicide abroad
MI.S111	Number of Service Users who received Advocacy Support following a homicide abroad	Monthly	Number & Percentage	Measured against the total number of service users following a homicide abroad
MI.S112	Number of Service Users who received Peer Support following a homicide abroad	Monthly	Number & Percentage	Measured against the total number of service users following a homicide abroad

MI.S113	Number of Service Users following a homicide abroad (broken down by Eyewitness, Bereaved Family Member, Child and Young People, Outreach)	Monthly	Number	Not needed
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MI Qualitative

MI Ref	Measure	Frequency	Format	Proposed calculation
MI.Q01	Number of respondents who were 'very satisfied' with the service provided by the Supplier	Monthly	Number & Percentage	Measured against the total number of Service Users who answered the question
MI.Q02	Number of respondents who were 'satisfied' with the service provided by the Supplier	Monthly	Number & Percentage	Measured against the total number of Service Users who answered the question
MI.Q03	Number of respondents who were 'neither satisfied nor dissatisfied' with the service provided by the Supplier	Monthly	Number & Percentage	Measured against the total number of Service Users who answered the question
MI.Q04	Number of respondents who were 'not satisfied' with the service provided by the Supplier	Monthly	Number & Percentage	Measured against the total number of Service Users who answered the question
MI.Q05	Number of respondents who were 'very dissatisfied' with the service provided by the Supplier	Monthly	Number & Percentage	Measured against the total number of Service Users who answered

				the question
MI.Q06	Number of respondents who answered 'don't know' to Service satisfaction question	Monthly	Number & Percentage	Measured against the total number of Service Users who answered the question

MI Personnel

MI Ref	Measure	Frequency	Format	Proposed calculation
MI.P01	Number of staff who provide demographic data (with breakdown of that data for age, disability, ethnicity, gender identity, religion, and sexual orientation)	Monthly	Number & Percentage	Measured against the total number of staff
MI.P02	Number of staff at each staff level, subject to the organisational structure	Monthly	Number	As at the last day of the month
MI.P03	Number of registered/trained but not active volunteers	Monthly	Number	As at the last day of the month
MI.P04	Number of volunteers who provide demographic data (with breakdown of that data for age, disability, ethnicity, gender identity, religion, and sexual orientation)	Monthly	Number	Measured against the total number of volunteers
MI.P05	Number of volunteers who have left the service	Monthly	Number	As at the last day of the month
MI.P06	Number of staff who have left the service	Monthly	Number	As at the last day of the month
MI.P07	Number of staff vacancies	Monthly	Number	As at the last day of the month Total number of staff vacancies at the end of the month

MI.P08	Number of staff interviews scheduled	Monthly	Number	As at the last day of the month Total number of scheduled staff interviews at the end of the month
MI.P09	Number of staff awaiting accreditation	Monthly	Number	As at the last day of the month Total number of staff awaiting accreditation at the end of the month
MI.P10	Number of volunteers vacancies	Monthly	Number	As at the last day of the month Total number of volunteer vacancies at the end of the month
MI.P11	Number of volunteers interviews scheduled	Monthly	Number	As at the last day of the month Total number of scheduled volunteer interviews at the end of the month
MI.P12	Number of volunteers awaiting accreditation	Monthly	Number	As at the last day of the month Total number of volunteers awaiting accreditation at the end of the month
MI.P13	Minimum Number of staff required (Baseline)	To be reviewed on a 6-monthly basis	Number & Percentage	Measured against the number of Service Users with the service

MI.P14	Optimum Number of staff required (Target)	To be reviewed on a 6-monthly basis	Number & Percentage	Measured against the number of Service Users with the service
MI.P15	Minimum Number of volunteers required (Baseline)	To be reviewed on a 6-monthly basis	Number & Percentage	Measured against the number of Service Users with the service
MI.P16	Optimum Number of volunteers required (Target)	To be reviewed on a 6-monthly basis	Number & Percentage	Measured against the number of Service Users with the service
MI.P17	Number of high risk/complex cases per caseworker (Broken down by geographical location of cases and caseworkers)	To be reviewed on a 3-monthly basis	Number & Percentage	Measured against the number of high-risk cases referred into the service
MI P.18	Overall number of cases per caseworker (Broken down by geographical location of cases and caseworkers)	To be reviewed on a 3- monthly basis	Number & Percentage	Measured against the number of cases referred into the service

MI Service User Characteristics

MI Ref	Characteristics	Whole Service	Region	Proposed Calculation
MI.SUC01	Age	X	X	Age brackets: 0-17, 18-27,28-37, 38-47, 48-57, 58-67, 68-77, 78 and over, prefer not to answer
MI.SUC02	Disability	X	X	Yes/No/Prefer not to say
MI.SUC03	Gender	X	X	Non-Binary, Man, Woman, prefer not to answer, Other

MI.SUC04	Ethnicity	X	X	<p>White: English/Welsh/Scottish/Northern Irish/British, Irish, Gypsy or Irish Traveller, Any Other White Background;</p> <p>Mixed/Multiple Ethnicities: White & Black Caribbean, White & Black African, White & Asian, Any other Mixed/Multiple Ethnic Background;</p> <p>Asian/Asian British: - Indian, Asian/Asian British - Pakistani, Asian/Asian British - Bangladeshi, Asian/Asian British - Chinese, Any other Asian Background;</p> <p>Black/Black British - African, Black/Black British Caribbean, Any other Black/African/Caribbean Background;</p> <p>Other Ethnic Group -</p> <p>Prefer not to say</p>
MI.SUC05	Religion or belief	X	X	<p>Buddhist, Christian, Hindu, Jewish, Muslim, No Religion, Sikh, Other</p>

				Religion, prefer not to answer
MI.SUC06	Sexual Identity	X	X	Transgender, Gay, Lesbian, Bisexual, Pansexual, Asexual, Heterosexual, Other, prefer not to say
MI.SUC07	English as Primary Language	X	X	Yes/No
MI.SUC08	Supported in accordance with the Welsh Language Act	X	X	Yes/No
MI.SUC09	Other Language as their Primary Language	X	X	Yes/No
MI.SUC10	Whether an Interpreter was Required	X	X	Yes/No

MI Expenditure

MI Ref	Measure	Frequency	Format	Proposed calculation
FCDO				
MI.FC01	The year-to-date total cost of Service Deliveries purchased	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC02	The full year total cost of Service Deliveries purchased	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC03	The total cost of Service Deliveries purchased each quarter	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC04	The year-to-date total expenditure cost	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC05	The full year total expenditure cost	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC06	The total expenditure cost each quarter	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC07	The breakdown costs of Service Deliveries purchased	Quarterly	Number	Calculated by actual, working budget and variance
Home Office				

MI.FC08	The year-to-date total expenditure of people costs (broken down by description and cost)	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC09	The full year total expenditure of people costs (broken down by description and cost)	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC10	The year-to-date total operating office costs (broken by description and cost)	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC11	The full year total operating costs (broken down by description and cost)	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC12	The year-to-date total other costs (broken down by description and cost)	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC13	The full year total other costs (broken down by description and cost)	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC14	The year-to-date total expenditure	Quarterly	Number	Calculated by actual, working budget and variance
MI.FC15	The full year total expenditure	Quarterly	Number	Calculated by actual, working budget and variance

Table B – KPI

	KPI Ref	KPI Descriptor	Target Perf Level	Remedy	Frequency	Format	Proposed calculation
	KPI01	Total number of referrals to the Service responded to within two working days	95%	Service credit	Monthly	Number & Percentage	Measured against the total number of referrals received.
	KPI02	Number of Eligible people who accept support	80%	Improvement plan	Monthly	Number & Percentage	Measured against the number offered support through the Homicide Service.

	KPI03	Number of Service Users who receive a needs assessment through an assigned caseworker within 1 week of initial contact following a referral	100%	Service credit	Monthly	Number & Percentage	Measured against the number offered a needs assessment.
Support							
	KPI04	Number of Service Users offered Emotional Support following identification of this requirement through the needs assessment.	100%	Improvement plan if 9 of the 18 KPIs not met in a month or a single KPI is below target performance level for 3 consecutive months	Monthly	Number & Percentage	Measured against the number who identified a need of emotional support
	KPI05	Number of Service Users who received Emotional Support	100%		Monthly	Number & Percentage	Measured against the number of Service Users who accepted an offer of Emotional Support
	KPI06	Number of Service Users offered Practical Support following identification of this requirement through the needs assessment.	100%		Monthly	Number & Percentage	Measured against the number who identified a need of practical support
	KPI07	Number of Service Users who received	100%		Monthly	Number & Percentage	Measured against the number of service users who

		Practical Support					accepted an offer of practical support
	KPI08	Number of Service Users offered Financial Support following identification of this requirement through the needs assessment	100%		Monthly	Number & Percentage	Measured against the number of Service Users who identified a financial need following an eligible claim
	KPI09	Number of Service Users who received Financial Support following an eligible claim	100%		Monthly	Number & Percentage	Measured against number of Service Users who accepted an offer of Financial Support
	KPI10	Number of Service Users offered Criminal Justice Support following identification of this requirement through the needs assessment.	100%		Monthly	Number & Percentage	Measured against the number who identified a need for Criminal Justice Support
	KPI11	Number of Service Users who received Criminal Justice Support	100%		Monthly	Number & Percentage	Measured against the number of Service Users who accepted an offer of Criminal Justice Support

	KPI12	Number of Service Users offered Advocacy Support following identification of this requirement through the needs assessment	100%		Monthly	Number & Percentage	Measured against the number who identified a need of Advocacy Support
	KPI13	Number of Service Users who received Advocacy Support	100%		Monthly	Number & Percentage	Measured against the number of Service Users who accepted an offer of Advocacy Support
	KPI14	Number of Service Users offered Peer Support following identification of this requirement through the needs assessment.	100%		Monthly	Number & Percentage	Measured against the number who identified a need of Peer Support
	KPI15	Number of Service Users who received Peer Support following identification of requiring this support at the needs assessment	100%		Monthly	Number & Percentage	Measured against the number Service Users who accepted an offer of Peer Support

	KPI16	Number of service users who received Peer Support within one month following identification of requiring this support at the needs assessment	95%		Monthly	Number & Percentage	Measured against the number of Services Users who accepted an offer of Peer Support within a month following identification of requiring this support at the needs assessment
	KPI17	Number of Service Users offered one to one support following identification of this requirement through the needs assessment	100%		Monthly	Number & Percentage	Measured against the number of Service Users who identified a need to be matched with a peer supporter
	KPI18	Number of Service Users who were offered one to one support within 1 month of being referred	95%		Monthly	Number & Percentage	Measured against the number who accepted an offer to be matched to a peer supporter
	KPI19	Number of Children and Young People offered Outreach Support	100%		Monthly	Number & Percentage	Measured against the number of children and young people who identified an outreach support need
	KPI20	Number of Children and Young People who received	100%		Monthly	Number & Percentage	Measured against the number of children and young people who

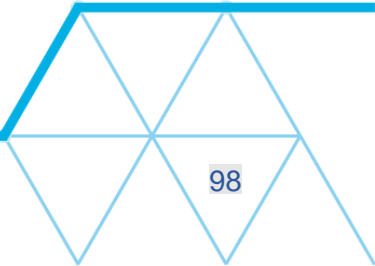
		Outreach Support					accepted an offer of outreach support
	KPI21	Number of Service Users offered the support of an interpreter and/or translation of documents following identification of this requirement through the needs assessment	100%		Monthly	Number & Percentage	Measured against the number of Services Users who identified a need for support through the needs assessment
	KPI22	Number of Service Users who received the support of an interpreter and/ or translation of documents following identification of this requirement through the needs assessment	100%		Monthly	Number & Percentage	Measured against the number who accepted an offer of support following identified of this need through the needs assessment
Qualitative							
	KPI23	Number of Service Users supported who provided feedback	Threshold to be agreed between Authority and Supplier	Improvement plan	Monthly	Number & Percentage	Measured against the total number of service users supported
	KPI24	Number of respondents helped to feel more positive about life as a result of the support provided by	60%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question

		the Homicide Service					
	KIP25	Number of respondents who feel that their health has improved as a result of support provided by the Homicide Service	60%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question
	KPI26	Number of respondents who feel that their sleep has improved as a result of support provided by the Homicide Service	60%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question
	KPI27	Number of respondents who feel that their social interactions have improved as a result of support provided by the Homicide Service	60%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question
	KPI28	Number of respondents who feel that their family relationships have improved as a result of support provided by the Homicide Service	70%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question

	KP129	Number of respondents who feel that their ability to go to work/study and perform their normal duties has improved as a result of support offered by the Homicide Service	70%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question
	KP130	Number of respondents who were satisfied with the time it took to be contacted by the service	80%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question
	KPI31	Number of respondents who felt that the support made a positive difference to them	90%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question
	KPI32	Number of respondents who would recommend the service to other bereaved individuals by homicide	80%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question
	KPI33	Number of respondents who felt the Supplier helped them to cope following bereavement	90%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question
	KPI34	Number of respondents who feel fully informed about what support is	80%		Monthly	Number & Percentage	Measured against the total number of respondents who

		available to them					answered this question
	KPI35	Number of respondents who felt better prepared to engage in Criminal Justice processes	70%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question
	KPI36	Number of respondents who were 'satisfied' or 'very satisfied' with the service provided by the Supplier	90%		Monthly	Number & Percentage	Measured against the total number of respondents who answered this question
	KPI37	Number of Service Users who submit a formal complaint	no more than 5	Improvement plan	Quarterly	Number & Percentage	Measured against total number of complaints
Staffing/ volunteer levels							
	KPI38	Number of Staff	90%	Improvement plan	Monthly	Number & Percentage	As at the last day of the month, measured against the staff baseline
	KPI39	Number of Active Volunteers	80%	Improvement plan	Monthly	Number & Percentage	As at the last day of the month, measured against the volunteer baseline
Reporting							
	KPI40	Submitting KPI and MI reports in line with deadline set out in the contract	100%	Improvement plan	Monthly	Number & Percentage	Measured against the number of days (up to 10) it takes for the supplier to

							provide the data
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SCHEDULE 2 – PRICES and INVOICING

Part 1

1. Payment

- 1.1 The Authority shall pay the Supplier the Price for the Services, Monthly in arrears based on the Cost Model and in accordance with the Contract. The Price invoiced each Month shall be the annual Price divided by 12 but will be reduced for April and May 2023 when the amount will be as agreed between the Authority and the Supplier.
- 1.2 The Supplier shall invoice the Authority for the costs of mobilisation and transition which is set out in the Cost Model in the first 12 Months after the Commencement Date.
- 1.3 Subject to paragraphs 1.4 and 1.5:
 - 1.3.1 if the Supplier does not achieve KPI numbers 01 or 03 (a “**KPI Failure**”) the Authority is entitled to receive a service credit in the sum of £250 (two hundred and fifty pounds) for each failure to deliver the Service which resulted in the KPI Failure (a “**Service Credit**”);
 - 1.3.2 during the Term, the Supplier shall reduce the value of its invoice in the Month two Months after the Month in which the KPI Failure occurred by the value of the Service Credit; and
 - 1.3.3 after the Term, the Supplier shall pay any outstanding Service Credits within one Month of the end of the Term.
- 1.4 If there is a KPI Failure the Supplier may, by the end of the Month following the Month in which the KPI Failure occurred, request the Authority to waive the related Service Credit (a “**Service Credit Request**”), providing information in writing to support the Service Credit Request.
- 1.5 The Authority shall decide, at its sole discretion whether or not to accept a Service Credit Request and shall inform the Supplier of its decision within 15 days of receiving the Service Credit Request.

Part 2

1. Cost Model

Costs		£'000				
		2022/23	2023/24	2024/25	2025/26	2026/27
Mobilisation/Transition Costs						
Staff Costs:						
Staff Related Costs:	Travel					
	Mobile Phones					
	Clinical Support & Supervision					
	Recruitment/DBS					
Volunteer Costs						
Office & Admin						
Equipment						
IT Costs						
Training Costs						
- Assist						
- Remedi						
- CBUK						
- Escaping Victimhood						
- Hundred Families						
- Shelter						
- Counselling/Therapy Services						
- Other (Travel, Accommodation, Legal, Birth/Death Cert, Food)						
- TPC Play Therapy						
- FCDO						
- Interpreter/Language Services						
- Silvercloud						
- Premises Costs						
- 24/7 365						
- Venue Hire						
- Central Support Costs						
Sub Total:						
Vat						
Total Costs:						

SCHEDULE 3 - CHANGE CONTROL

Change Request Form

(For completion by the Party requesting the Change)

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

Contract Change Notice (“CCN”)

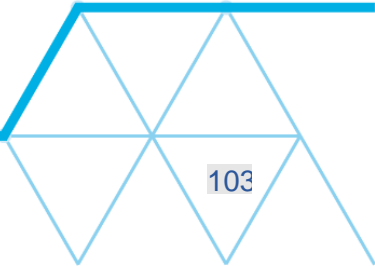
(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)

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

SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

- 1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
- 2 In this Schedule 4 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 4 applies.
- 4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interest's exemption set out in s.43 of the FOIA to the Information listed below.

SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY
To be agreed		



SCHEDULE 5 - SUPPLIER AND THIRD-PARTY SOFTWARE

Supplier Software comprises the following:

Software	Supplier (if Affiliate of the Supplier)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

Third Party Software comprises the following:

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

SCHEDULE 6 – STATUTORY OBLIGATIONS AND CORPORATE RESPONSIBILITY

1 What the Authority expects from the Supplier

- 1.1 The Government's Supplier Code of Conduct (the "**Code**") sets out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

[Supplier Code of Conduct - v2 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

- 1.6 The Supplier shall, and shall procure that its Sub-Contractors shall:

1.6.2 comply with its legal obligations, in particular those in Part 1 of this Schedule 6, and meet the standards set out in the Code as a minimum; and

1.6.3 use reasonable endeavours to comply with the standards in Part 2 of this Schedule 6.

PART 1 Statutory Obligations

2 Equality and Accessibility

- 2.1 The Supplier shall:

(a) perform its obligations under the Contract in accordance with:

- i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
- ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time;
- iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law; and

(b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3 Modern Slavery

- 3.1 The Supplier shall:

- (d) not use, or allow Sub-Contractors to use, forced, bonded or involuntary prison labour;
- (e) not require any Staff to lodge deposits or identity papers with their employer;
- (f) allow, and ensure that any Sub-Contractors allow, Staff to leave their employer after reasonable notice;

- (g) make reasonable enquiries to ensure that its Staff and Sub-Contractors have not been convicted of slavery or human trafficking offences anywhere in the world;
- (h) have and maintain throughout the Term its own policies and procedures to ensure its compliance with the MSA and include in its Sub-Contracts anti-slavery and human trafficking provisions;
- (i) not use, or allow its Staff to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its Staff and Sub-Contractors;
- (j) not use or allow to be used child or slave labour to be used by its Sub-Contractors;
- (k) if either Party identifies any occurrence of modern slavery in connection with the Contract, comply with the improvement process set out in clause F2;
- (l) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (m) maintain a complete set of records to trace the supply chain of all Services provided to the Authority in connection with the Contract;
- (n) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline and other relevant national or local law enforcement agencies; and
- (o) implement a system of training for its employees to ensure compliance with the MSA.

3.2 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it has not been convicted of any slavery or human trafficking offences anywhere in the world; and
- (b) to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere in the world.

3.3 If the Supplier notifies the Authority pursuant to paragraph 3.1(i) of this Schedule 6, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

3.4 If the Supplier is in Default under paragraphs 3.1 or 3.2 of this Schedule 6 the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or

- (b) immediately terminate the Contract.

4 Income Security

4.1 The Supplier shall:

- (a) ensure that all pay, and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
- (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
- (c) not make deductions from pay:
 - (i) as a disciplinary measure;
 - (ii) except where permitted by Law and the terms of the employment contract; and
 - (iii) without express permission of the person concerned
- (d) record all disciplinary measures taken against Staff.

5 Working Hours

5.1 The Supplier shall ensure that:

- (a) the working hours of Staff comply with the Law, and any collective agreements;
- (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
- (c) overtime is used responsibly, considering:
 - (i) the extent;
 - (ii) frequency; and
 - (iii) hours worked;
- (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1 (e);
- (e) working hours do not exceed 60 hours in any seven-day period unless:
 - (i) it is allowed by Law;
 - (ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;

- (iii) appropriate safeguards are taken to protect the workers' health and safety; and
- (iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
 - (i) 1 day off in every 7-day period; or
 - (ii) where allowed by Law, 2 days off in every 14-day period.

6 Right to Work

6.1 The Supplier shall:

- (a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and;
- (b) notify the authority immediately if an employee is not permitted to work in the UK.

7 Health and Safety

7.1 The Supplier shall perform its obligations under the Contract in accordance with:

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

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

8 Fraud and Bribery

8.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

8.2 The Supplier shall not during the Term:

- (a) commit a Prohibited Act; and/or

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

8.3 The Supplier shall, during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
- (c) keep appropriate records of its compliance with its obligations under paragraph 8.3 (a) and 8.3 (b) and make such records available to the Authority on request; and
- (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017

8.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 8.1 and/or 8.2, or has reason to believe that it has or any of the Staff have:

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

8.5 If the Supplier notifies the Authority pursuant to paragraph 8.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.

8.6 If the Supplier is in Default under paragraphs 8.1 and/or 8.2, the Authority may by notice:

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

8.7 Any notice served by the Authority under paragraph 8.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and

the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

PART 2 Corporate Social Responsibility

9 Zero Hours Contracts

- 9.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.
- 9.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:
- (a) whether an individual is an employee or worker and what statutory and other rights they have;
 - (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and
 - (c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

10 Sustainability

- 10.1 The Supplier shall:
- (a) comply with the applicable Government Buying Standards;
 - (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Goods and Services;
 - (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities; and
 - (b) perform its obligations under the Contract in a way that:
 - (i) supports the Authority's achievement of the Greening Government Commitments;
 - (ii) conserves energy, water, wood, paper and other resources;
 - (iii) reduces waste and avoids the use of ozone depleting substances; and
 - (iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

SCHEDULE 7 – DATA PROCESSING

1. The contact details of the Authority's Data Protection Officer are: data.compliance@justice.gov.uk **or** Data Protection Officer, 102 Petty France, London, SW1H 9AJ.
2. The contact details of the Supplier's Data Protection Officer are: dpo@victimsupport.org.uk
3. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
4. Any such further instructions shall be incorporated into this Schedule 7.

Description	Details
Subject matter of the processing	<i>The processing is needed in order to ensure that the Victim Support National Homicide Service (HS) provides emotional, practical support and advocacy for those bereaved by homicide and those who are eye-witness to homicide ('service users'). The HS covers England and Wales.</i>
Duration of the processing	<i>4 years from 1 April 2023 to 31 March 2027</i>
Nature and purposes of the processing	<i>Details of service users pertinent to their support will be collated and stored in the secure Victim Support Case Management System and with the consent of the service user shared with third party agencies to progress their case. Data will only be processed for the purpose of service delivery (support of the data subject).</i>
Type of Personal Data being Processed	<i>Name and contact details, description of personal circumstances including some medical details in relation to support they require, age, DOB, outline of financial circumstances and on occasion passport details where flights and accommodation need to be organised.</i>
Categories of Data Subject	<i>Those bereaved by homicide and eyewitnesses to homicide in England and Wales and children and young people supported via Outreach Support (as per the service eligibility criteria)</i>
Plan for return and destruction of the data once the processing is complete Unless requirement under union or member state law to preserve that type of data	<i>At the end of the contract a copy of the data, if required will be returned to the Authority. Victim Support will also retain copies as per Victim Supports Data Retention Schedule</i>

SCHEDULE 8 – SUPPLIER SOLUTION

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FRAMEWORK DIAGRAM REDACTED

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Victim Support – Q5.2 – Case Management System

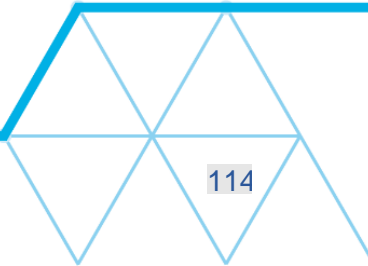
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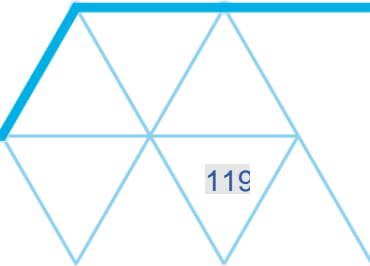
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younger children's underdeveloped cognitive capacity limits their ability to verbalise their emotions, making play an effective intervention.

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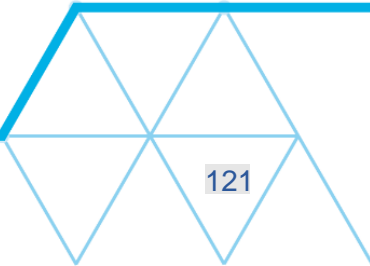
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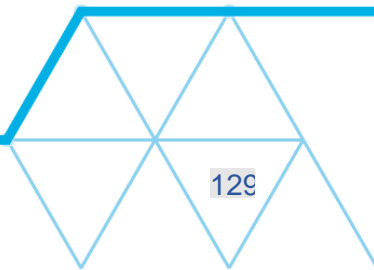
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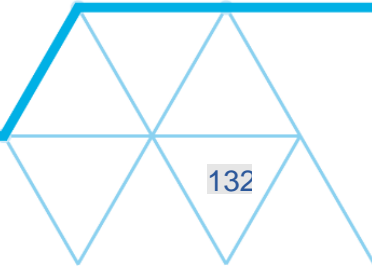
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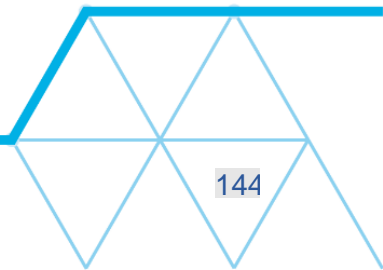
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PROJECT PLAN REDACTED

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

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

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SIGNED for and on behalf of Victim
Support

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SIGNED for and on behalf of Victim
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