

Confidential
By e-mail only

30th June 2019

[Redacted]
Executive Director
Probation Reform Programme
HMPPS
102 Petty France
Westminster
SW1H 9AJ
London
Dear Jim

Critical Friend

Following our various conversations and meeting both [Redacted] and [Redacted] last week we are delighted that you have decided that I should provide a 'critical friend' role as a full member of the probation service programme board with immediate effect.

My work will include; attending meetings both in person and via teleconference when required, pre reading of programme board papers, offering comments, observations and highlighting areas of under or over emphasis based on my experience.

I will report to you and work closely with all the members of the programme board.

Scope

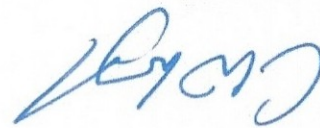
I will attend programme boards and offer to you, [Redacted] and [Redacted] observations and comments both during board meetings, and in dedicated meeting with all of you and individually. Part of the role as a 'critical friend' will be to give you and your programme board insight from my experience of major programmes both within the public sector and elsewhere.

Timescales and cost

Our fees are [Redacted] (plus VAT) and expenses at cost. Initially we have discussed a monthly average time commitment of 2 days per month which will be billed monthly in arrears. The whole programme is expected to continue beyond the June 2021 change over date and I propose an initial 6-month period engagement to make sure that you are happy with my input. Therefore over this 6 month period our fees, excluding expenses, will not exceed [Redacted] (plus VAT)

With best wishes

Yours sincerely



Chris Leaga

Code of Conduct Astute Transformations Limited

The following Code of Conduct applies to all consultants of Astute Transformations Limited ('the company') and any associated company. Any breach of this Code may result in action being taken under the company's disciplinary procedure or in other appropriate steps.

1. That you must not at any time, whether during or after the termination of your employment, reveal to any person or entity any of the trade secrets or confidential information concerning the organisation, business or finances of the company, or of a client of the company, or of any other third party, except as may be required in the ordinary course of your duties, and that you must not use or attempt to use any such information in a way that might cause injury or loss, whether directly or indirectly, to the company. Further, that you must keep confidential and not reveal the name of any client to another client, without the client's or the company's approval.
2. That you must not make or use any notes, memoranda, reports, data, documents or other materials of any nature relating to the business of the company, or concerning its dealings or affairs, otherwise than for the benefit of the company, and that, immediately upon the termination of your employment, you must return all such materials in your possession to the company.
3. That for one year after the termination of your employment you must not, without the company's advance written approval, provide services as a consultant to a current, former or prospective client, or other contact, of the company to whom you have been assigned by the company in the twelve months before the termination of your employment. 'Assigned' means to do consultancy work on behalf of the company (whether fee-paying or not) or, as recorded on Nomad or any similar database, to establish, maintain or develop business relationships on behalf of the company with one or more managers of that client or contact.
4. That for one year after the termination of your employment you must not, without the company's advance written approval, take up employment as a manager or director with a current, former or prospective client, or other contact, of the company to whom you have been assigned by the company in the twelve months before the termination of your employment. 'Assigned' has the meaning defined in clause 3 above.
5. That for one year after the termination of your employment, you must not solicit, or try to entice away from the company, either on your own account or for any other person, firm or business in competition with the company, any firm, company or person who during the twelve months before the termination of your employment was a customer of or in the habit of dealing with the company, and was a firm, company or person with whom you had contact in the course of your duties on behalf of the company during the twelve months before the termination of your employment.
6. That during your employment with the company and for one year after its termination, you must not seek to persuade any employee of the company to discontinue employment with the company, or to become employed in any firm or management consultants in competition with the company.
7. That you must refrain from inviting an employee of a client to consider alternative employment.
8. That you must conduct all assignments and other work with the diligence and care demanded of our profession and by the company's standards.
9. That you must inform the company of any circumstances that may be seen to have influenced the nature of your advice to a client of the company, or the preparation of a proposal, or the way in which you conduct an assignment, if this is not strictly in accordance with its specified terms of reference. Such circumstances may include, but are not necessarily limited to:
 - being a director of, or having a financial interest in, a firm or business that is in competition with the client, or which you recommend to the client for the supply of goods or services
 - having a personal relationship with an employee of the client.
10. That you must inform the company, and seek its permission, before becoming a director of a firm or business whether or not a client of the company.
11. That you must report any shareholding you have in a firm or business that is a client of the company, and must not deal in the shares of any firm or business if that share dealing could be seen to have benefited from your knowledge gained by working for the company.
12. That you must conduct yourself always in a credible and professional manner and do nothing to bring discredit to the company, and that you must inform the company of any illness or situation that might impair your sound judgement and your ability to fulfil your duties.
13. That you must seek business only by methods that are ethical and in accordance with the best practice of our profession and the company's policy.
14. That you must submit, promptly, complete and accurate information of the progress of an assignment, as required, and inform the company of any unexpected difficulty that might adversely affect the expected outcomes from an assignment or impair its progress, or affect the company's and a client's relationships.
15. That you must avoid making any decision or acting in any way that unlawfully discriminates against a colleague at work, or an employee of a client, or an applicant for work with the company. Further, that you must report promptly to the company any concern you may have about the actions of colleagues in this regard. Harassment has been held to be discrimination.
16. That you must discourage offers of gratuities, gifts and hospitality by clients, and inform the company of any made or accepted.

Terms for Trading
Asiute Transformations Limited and/or one of its subsidiaries or associate companies

Standardised terms, and any variations from these Conditions agreed with the Client, are contained in the Proposal.

Definitions

'The Client' means the person, firm or company so named in the Proposal.
'The Company' means Asiute Transformations Limited and/or one of its subsidiaries or associate companies.
'The Proposal' means the offer in writing by the Company to conduct the Assignment.
'The Assignment' means the management consultancy services to be provided by the Company to the Client in accordance with the Proposal.
'The Contract' means the agreement between the Client and the Company, consisting of the Proposal and these Conditions.
'Consultants' means any member of the Company's staff who is involved in any way in the Assignment.

2 Application of conditions

Except where inconsistent with the express written terms of any Contract between the Company and the Client, these Conditions shall apply to all Contracts for management consultancy services between the Company and the Client.

3 Formation of contract

No binding contract for the performance of the Assignment will come into existence until the Company has received the Client's acceptance of the Proposal orally or in writing (which shall include e-mail).

Fees

Fees at the rates set out in the Proposal are charged under the Contract for time spent by the Company in performing the Assignment, including travelling time, whether or from the Client's premises or elsewhere. No charge will be made for time during the Assignment represented by illness or absence of a consultant. Any estimate of fees specified in the Proposal or otherwise shall not amount to a contractual commitment from the Company to carry out the work for the estimate given.

5 Expenses

The Company charges for travel by car in the UK at 57 pence a mile and for other travel and reasonable overnight accommodation and subsistence and any other expenses incurred and/or payments made to third parties on a Client's behalf at actual cost, unless other arrangements are agreed with the Client and recorded in the Proposal. The Company reserves the right to charge the Client a fee (which will cover any actual cost to us and/or an administration charge) for arranging certain bank transactions and postage services, providing meeting rooms, online meeting and webinar services, providing data on electronic media, photocopying, scanning, printing, incoming and outgoing taxes and international telephone calls.

6 Value Added Tax

VAT at the current rate will be added, where applicable, to the Company's invoices.

7 Payment

An invoice is sent monthly, in arrears, for work done. Payment is due upon receipt, unless other arrangements are agreed with the Client and recorded in the Proposal.

Fee rates

The Company reserves the right to increase the fee rates shown in the Proposal to take account of inflation. The Company will give the Client three months' notice of any increase in fees applicable to an uncompleted Assignment.

9 Termination of Contract

The Contract may be terminated by either party giving the other one month's notice in writing. In addition, the Company reserves the right to cease work immediately and/or terminate the Contract on immediate notice to the Client in the event of non-payment of fees, breach of these Conditions or the insolvency of the Client. The Client shall have no claim against the Company in respect of any damage suffered (and waives any claim that the Client would otherwise have had) whether as a direct or indirect consequence of such cessation of work or termination of the Contract. On termination, the Company will charge the Client for work done and expenses incurred up to the end of the period of notice.

10 Forecasts et cetera by the Company

Forecasts and recommendations in any Proposal, report or letter are made in good faith and on the basis of the information before the Company at the time. The achievement will depend, among other things, on the effective co-operation of the Client and the Client's staff and the accuracy and completeness of the information provided by or on behalf of the Client. In consequence, no statement in any Proposal, report or letter is to be deemed to be in any circumstances a representation, undertaking, warranty or contractual condition. The Client shall inform the Company if it becomes aware of any information which might have any effect on the outcome of the Assignment.

11 Limitation of Liability

The Company shall not be liable to the Client for any loss, damage, costs or expenses howsoever incurred by the Client, or other claims arising from or made by any third party, as a result of any failure or delay by the Client in carrying out its obligations under the Contract, or in the event that the Client fails to provide any instructions, information or documentation whether requested by the Company or otherwise or in the event that any instructions, information or documentation supplied by the Client or any third party are incomplete, incorrect or inaccurate. Subject to the provisions of the following paragraph only, the Company shall not be liable, whether in tort, contract, under statute or otherwise for any losses that are not reasonably foreseeable on the formation of the Contract or for any loss of profits, loss of business, depletion of goodwill and/or similar losses or any indirect or consequential loss, costs, damages, charges or expenses or claims by third parties howsoever suffered by the Client. In addition, the Company's total liability in contract, tort, under statute or otherwise arising in connection with the performance of the Contract shall be limited in aggregate to £5,000,000.

Nothing in these Conditions excludes or limits the Company's liability for:

- death or personal injury caused by its negligence; or
- any matter which the law prohibits the Company to exclude or attempt to exclude its liability; or
- fraud or fraudulent misrepresentation.

12 Office and secretarial facilities

The Client will make available suitable office and secretarial facilities for the consultant(s) throughout the Assignment.

13 Variation of Contract

Any variation or extension of the work to be carried out by the Company not covered by the Proposal is not part of the Contract and will be the subject of separate agreement between the Company and the Client and confirmed in writing.

The Company may change the terms of these Conditions from time to time. The Company will give the Client a minimum of 4 weeks' notice in writing or any such changes. If the Client does not wish to continue the Contract as a consequence of such change, then it shall be entitled to terminate the Contract in accordance with clause 9. Otherwise, the Client shall be assumed to have agreed to such changes with effect from the expiry of the notice period provided.

14 Code of Conduct

The Company's consultants, and other staff, are required to comply with the Company's Code of Conduct.

15 Consultants

The Client agrees not to enter into any discussion about employment with any of the Company's consultants until twelve months have elapsed from the date of the last payment from the Client to the Company. If for any reason the Client engages any of the Company's consultants in any way (on contract for services or employment) within such time the Client shall pay the Company an amount equal to six months at the full daily rate representing the average time taken to replace any consultant and the associated losses likely to be incurred by the Company.

16 Confidentiality

The Company shall at all times use reasonable endeavours to keep any confidential information provided by the Client which is not already in the public domain confidential, except as permitted by the Contract or as required by law or as provided for in regulatory, ethical or other professional circumstances relevant to the Assignment. There may be times when the Company is required to pass information relating to the Client to appropriate business partners. The Company will do this only where necessary, for example to facilitate any research to be carried out as part of the Assignment. It will be taken that the Client has accepted such transfer on the commencement of this Contract. All information that the Company holds in relation to any individual in connection with an Assignment will be held and processed in accordance with the provisions of the Data Protection Act 1998.

All information about natural persons that is passed to the Company in connection with the Assignment will be held and processed in accordance with the provisions of the DPA and the GDPR. In particular, these conditions will apply:

- All people who process personal (including sensitive personal) data on behalf of the Company will be subject to a duty of confidentiality.
- The Company will, at all times, take appropriate measures to ensure the security of personal data that is processed in connection with an Assignment.
- The Company will only engage a sub-processor with the prior consent of the Client and a written contract.
- For the data that it is processing on the Client's behalf, the Company will:
 - assist the Client in providing subject access and allowing subjects to exercise their rights under GDPR
 - assist the Client in meeting any obligations under GDPR in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.
- On completion of the assignment the Company will delete all personal data it holds in relation to the Assignment.
- The Company will inform the Client immediately if it is asked to do something that would infringe GDPR or other applicable data protection law of the EU or a member state.

Nothing within these terms shall relieve the Company of its own direct responsibilities and liabilities under GDPR in relation to processing personal data on behalf of the Client.

17 Intellectual property

The Company retains full and exclusive ownership of all copyright and all other intellectual property rights in all documents, advice and other works (in any form including, without limitation, in electronic form) it creates, develops or generates for the Client in the course of the Assignment (including, without limitation, working and draft documents and advice as well as final documents and advice). The Company grants the Client a non-exclusive, non-transferable, non-sublicensable licence to use and reproduce such documents, advice and other works solely for the purposes of the Assignment and not otherwise. If the Client does not pay the Company in full for the Assignment in accordance with the Contract the Company may, on giving the Client notice, terminate that licence with immediate effect. The Company may retain for the Company's subsequent use a copy of the advice or opinion of counsel or other third party given in written form (or any note of any advice or opinion) obtained in the course of the Assignment.

18 General

The Company and the Client shall comply with the Bribery Act 2010.

- (a) Persons who are not party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- (b) The Contract constitutes the entire agreement between the Company and the Client in relation to the Assignment.

The Contract shall be governed by and construed in accordance with English law and the parties' consent to the exclusive jurisdiction of the Courts of England in relation to any claim or dispute concerning the Contract and any matter arising from it.