

**REDACTED**

Alma Economics Limited  
24 Stoke Newington Road  
London  
N16 7XJ  
By Email: info@almaeconomics.com

Date: 19<sup>th</sup> May 2021

Our ref: **con\_19154**

Dear **REDACTED**

**Award of contract for the supply of Evidence Review into Harm and Parental Involvement to Support the Review of the Presumption of Parental Involvement - Re ITT 5191**

Following your tender/ proposal for the supply of Evidence Review into Harm and Parental Involvement to Support the Review of the Presumption of Parental Involvement to **The Ministry of Justice**, we are pleased to award this contract to you.

This Award Letter and its Annexes set out the terms of the contract between **The Ministry of Justice**, as the “Customer” and **Alma Economics Limited** as the “Supplier” for the provision of the above Services.

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

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

- 1) The Services will be provided in accordance with the Customers publicised Specification
- 2) The successful contractor will be expected to attend meetings with the Advisory Group and give up to two presentations; for instance, on proposed method / search terms and a final presentation of the key findings.
- 3) The specification of the Services to be supplied is as set out in Annex 2



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- 4) The Suppliers proposal to be set out as in Annex 3
- 5) The contract charges to be set out as in Annex 4
- 6) The Term shall commence **on 24<sup>th</sup> May 2021** and the Expiry Date shall be **30<sup>th</sup> September 2021** unless subject to early termination.

- 7) The address for notices of the Parties are:

**Customer**

Family Justice Policy Unit,  
Area 7.19,  
102 Petty France,  
Westminster,  
London,  
SW1H 9AJ  
Attention: **REDACTED**  
Email: **REDACTED**

**Supplier**

Alma Economics Limited  
24 Stoke Newington Road  
London  
N16 7XJ

Attention: **REDACTED**  
Email: [info@almaeconomics.com](mailto:info@almaeconomics.com)

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

**Supplier**

Name: **REDACTED**

Title: **REDACTED**

**Customer**

Name: **REDACTED**

Title: **REDACTED**

- 9) For the purposes of the Agreement information on the Staff Vetting Procedures / Data Security Requirements / Equality and Diversity Policy can be found at Annex 5.
- 10) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.



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## 11) Payment

All invoices must be sent, quoting a valid purchase order number (PO Number) Within 10 Working Days\* of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

Ministry of Justice (including its various departments, agencies and arm's-length bodies) now uses the Basware Network to trade electronically with our suppliers.

If you are not currently a supplier to the Ministry of Justice or your details are out of date, we will need to do a supplier set up.

To ensure that both the Ministry of Justice and our suppliers can maximise the benefits from using Basware, we will require you to register with Basware. Please see the attached Basware letter for further information.



Welcome-to-Basware  
-eMarketplace-suppli

For suppliers not using electronic invoicing, all invoices and credit notes should be sent directly to SSCL by email:

[APinvoices-MOJ-U@gov.sscl.com](mailto:APinvoices-MOJ-U@gov.sscl.com)

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email [MoJ-finance-ap-enquiries@gov.sscl.com](mailto:MoJ-finance-ap-enquiries@gov.sscl.com) or by telephone 0345 241 5351 (Option 2) between 09:00-17:00 Monday to Friday.

\*subject to change

## 12) Liaison

For general liaison on commercial/contract issues or queries your contact will continue to be **REDACTED**, Email: **REDACTED** Mobile: **REDACTED** or, in their absence, please email the Professional Services Functional Mailbox: [MoJProcurementProfessionalServices@Justice.gov.uk](mailto:MoJProcurementProfessionalServices@Justice.gov.uk) . For any project matters contact the project team - **REDACTED** in the first instance.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning this contract via the eSignature process **within [7]** days from the date of this letter. No other form of acknowledgement will be accepted.

Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,



## FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read Terms and by signing below agree to be bound by this Contract.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Customer: **Ministry of Justice**

Name	REDACTED
Title	REDACTED
Signature	REDACTED
Date	REDACTED

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

For and on behalf of the Supplier: **Alma Economics Limited**

Name	REDACTED
Title	REDACTED
Signature	REDACTED
Date	REDACTED



## Annex 1

### Terms and Conditions of Contract for Services

#### 1 Interpretation

##### 1.1 In these terms and conditions:

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



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"FOIA"	means the Freedom of Information Act 2000;
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"Information"	has the meaning given under section 84 of the FOIA;
"Key Personnel"	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
"Party"	means the Supplier or the Customer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	means as it is defined in the GDPR;
"Processor"	means as it is defined in the GDPR;
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted;
"Purchase Order Number"	means the Customer's unique number relating to the supply of the Services;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Customer under the Agreement;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Supplier"	means the person named as Supplier in the Award Letter;
"Term"	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause <b>Error! Reference source not found.</b> or terminated in accordance with the terms and conditions of the Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;



- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

## **2 Basis of Agreement**

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

## **3 Supply of Services**

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

## **4 Term**

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless terminated in accordance with the terms and conditions of the Agreement.

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

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and



expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
  - 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
  - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
  - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6 Premises and equipment**

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the





Supplier's risk.

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

## **7 Staff and Key Personnel**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
  - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
  - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
  - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of



the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

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

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

## **9 Intellectual Property Rights**

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
  - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
    - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
    - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights,



which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

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

## **10 Governance and Records**

### **10.1 The Supplier shall:**

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## **11 Confidentiality, Transparency and Publicity**

### **11.1 Subject to clause 11.2, each Party shall:**

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

### **11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:**

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:



- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12 Freedom of Information**

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



- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

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

- 13.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing which the Customer has authorised the Supplier to do is described in the Specification.

13.2 The Supplier shall:

- 13.2.1 notify the Customer immediately if it considers any Customer instructions infringe the Data Protection Legislation;
- 13.2.2 process Personal Data only in accordance with the Agreement unless the Supplier is required to do otherwise by law. If it is so required, the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by law;
- 13.2.3 ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event having taken account of the nature of the data to be protected, harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures;
- 13.2.4 ensure that Staff do not process Personal Data except in accordance with the Agreement;
- 13.2.5 take all reasonable measures to ensure the reliability and integrity of Staff who have access to Personal Data and have undergone adequate training in the use, care, protection and handling of Personal Data;
- 13.2.6 at the direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by law to retain it;
- 13.2.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow the Customer to audit its Data Processing activity on reasonable notice;
- 13.2.8 designate a Data Protection Officer if required by the Data Protection Legislation; and
- 13.2.9 taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 13.2.12;
- 13.2.10 if the Supplier employs 250 people or more, maintain complete and accurate records and information to demonstrate its compliance with this clause 13;
- 13.2.11 if the Supplier employs fewer than 250 people, maintain complete and accurate records and information to demonstrate its compliance with this clause 13 if the Customer determines that the processing:
  - (a) is not occasional;



(b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

13.2.12 subject to clause 13.3, notify the Customer immediately if it:

- (a) receives a Data Subject Request;
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Agreement;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or purported to be required by law; or
- (f) becomes aware of a Data Loss Event.

13.3 The Supplier's obligation to notify under clause 13.2.12 includes the provision of further information to the Customer in phases as details become available.

## 14 Liability

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

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

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

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

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

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



14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## **15 Force Majeure**

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

## **16 Termination**

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

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

- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the



Services; and

- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## **17 Compliance**

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
  - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
  - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
  - 17.5.2 section 182 of the Finance Act 1989.

## **18 Prevention of Fraud and Corruption**

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the





remainder of the Agreement; or

- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## 19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement



and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21 Notices**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22 Governing Law and Jurisdiction**

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

## Annex 2 Specification

### INTRODUCTION

1. This specification sets out the requirements for a suitably qualified and experienced researcher to undertake an evidence review to inform the ongoing review into the presumption of parental involvement.<sup>1</sup> This research should summarise the existing evidence on the impact harm and involvement with a parent has upon a child's welfare and explore how parental involvement can be supported and made safe where needed. The review into the presumption of parental involvement was announced in November 2020 following the recommendations of the Harm Panel in June 2020.<sup>2</sup>
2. To ensure the best interests of the child remain at the heart of this review, we welcome bids that include expertise on child psychology or child welfare.
3. This project is commissioned by the Ministry of Justice Data and Analytical Services Directorate (MoJ-DASD).

### BACKGROUND

4. In May 2019, in response to concerns about how domestic abuse and other serious offences were being handled in English and Welsh courts, the MoJ announced a public call for evidence to consider how the family courts protect children and parents in private law children cases concerning domestic abuse and other serious offences.
5. This review - the Harm Panel - was published in June 2020. One of the key findings related to concerns that courts are too often applying the presumption of parental involvement, and not sufficiently considering the exception where a child may be at risk of harm. The panel therefore recommended that the presumption be reviewed.
6. In June, in its response to the panel, the Government committed to reviewing the presumption and in November the MoJ announced the start of the review and are conducting additional research to further develop the evidence base in this area.<sup>3</sup>

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<sup>1</sup> The "presumption of parental involvement" was introduced in the Children and Families Act 2014. It introduced a requirement for courts in certain proceedings to presume that, unless the contrary is shown, the involvement of a parent in a child's life will further the child's welfare provided that parent can be involved in a way that does not put the child at risk of suffering harm. Whilst this presumption exists, it is not absolute as the welfare principle remains paramount in Children Act proceedings.

<sup>2</sup> All of the publications from the Harm Panel including the Final Report, Implementation Plan and Literature Review, can be found here: <https://www.gov.uk/government/consultations/assessing-risk-of-harm-to-children-and-parents-in-private-law-children-cases>.

<sup>3</sup> <https://hansard.parliament.uk/commons/2020-11-09/debates/20110957000009/PresumptionOfParentalInvolvementReview>

7. This research forms part of the evidence gathering process to support the review of the presumption of parental involvement. It is seeking to complement and build upon the evidence from the Harm Panel by understanding the existing evidence on the impact harm and involvement with a parent has upon a child's welfare and to explore how parental involvement can be supported and made safe where needed.

## AIMS OF THE RESEARCH

8. The aim of this literature review is to understand the existing evidence on the impact on a child's continuing welfare of both parents' involvement in their life, especially in situations where the child has experienced or is at risk of harm, and what works to ensure parental involvement can be made safe in such situations.

9. There are four key objectives the review should seek to answer:

**Objective 1:** What is the existing evidence about the impact on a child's continuing welfare when they experience or are at risk of harm from a parent?

**Objective 2:** What is the existing evidence about the ways in which parental involvement can further or pose a risk to a child's continuing welfare?

**Objective 3:** What is the evidence about "what works" to ensure that the risk a parent may pose to their child can be understood and identified?

**Objective 4:** What is the evidence about "what works" to ensure that parental involvement can be made safe for children?

10. It is important to recognise that statutory presumptions have extra-legal implications that extend beyond the family court sphere. Not all child arrangements are arranged through the courts. Increasingly, with a desire to steer families away from adversarial court proceedings, out of court and alternative dispute resolution is encouraged. The statutory presumption, that parental involvement is in a child's best interests, may well penetrate this sphere and impact on the arrangements made.
11. Therefore, this evidence review should consider, where possible, the range of situations in which parental involvement can occur and the variety of forms parental involvement can take within the life of a child and not limit its focus to the narrow set of court ordered outcomes. Impact should consider the ways in which involvement may or may not be positive for the welfare of the child and should reflect the complexity and nuance of child welfare in such situations.

### Key Research Questions

**Objective 1:** What is the existing evidence about the impact on a child's continuing welfare when they experience or are at risk of harm from a parent?

12. Objective one should seek to summarise the existing evidence on the impact of parental harm and other relevant adverse childhood experiences (ACEs) on the welfare of the child. We believe that the evidence base is extensive and so it is not expected that this review will provide a comprehensive assessment of all the available evidence. Instead the purpose is to clearly summarise the established impacts of harms and present them in a clear and succinct way to policy makers and those who may not be experts in this area.
13. A summary should be provided of the impact on child welfare of various parental harms and other relevant ACEs.<sup>4</sup> This should include, but is not necessarily limited to:
  - Forms of physical, sexual and emotional abuse
  - Forms of physical and emotional neglect
  - Parental addiction, drug or alcohol misuse
  - Poor parental mental health
  - Domestic abuse<sup>5</sup>
  - Parental conflict<sup>6</sup>
14. The summary should also outline how the severity of the harm, the number of harms or ACEs a child is experiencing and the length of time the harm has been ongoing may impact differently on child welfare. It should also detail the protective factors that can exist within a child's life and may lessen the impact of harms or ACEs.
15. If the review identifies that the impacts of harms vary by the characteristics of the child or parents, this should also be outlined in the summary for objective one. Relevant factors that may result in differential impact of harms could include;
  - The characteristics of the child; such as their age, gender identity, race or ethnicity, or whether they have a disability or mental health diagnosis.
  - The situational factors associated with the life of the child such as the religious or cultural belief system they are brought up in.
  - The characteristics of the perpetrator; such as their relationship to the child or their gender.

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<sup>4</sup> Harm is defined as the 'ill treatment or the impairment of the health or development of the child' (Section 31, Children Act 1989). Seeing or hearing the ill-treatment of another person is also a form of harm (Section 120, Adoption and Children Act 2002). Harms can include abuse and neglect and can be both physical and/or emotional. The NSPCC provide a useful guide to the types of harm and abuse children may face: <https://www.nspcc.org.uk/what-is-child-abuse/types-of-abuse/>.

<sup>5</sup> For a definition of domestic abuse, please refer to the Domestic Abuse Bill that is currently going through Parliament. The most recent version of the bill can be accessed at: <https://bills.parliament.uk/bills/2709>.

<sup>6</sup> Parental conflict should be considered separate to domestic abuse. Bidders will need to consider how domestic abuse and parental conflict can be appropriately distinguished in searches and presentation of the results.

**Objective 2:** What is the existing evidence about the ways in which parental involvement can further or pose a risk to a child's continuing welfare?

16. It is expected that objective two will be answered by a targeted review of the available literature. It is important that this objective is not restricted to court ordered outcomes and instead considers parental involvement – where the child does not live in the same home with both parents – in a broad sense.
17. The research questions for objective two are likely to consider:
  - How does the ongoing involvement of one or both parents' impact on a child's continuing welfare where;
    - neither parent poses a of a risk of harm to the child?
    - one or both parents has caused or poses a risk of harm to the child? This should consider the variety of harms as outlined in objective one.
    - there is significant parental conflict, including conflict that focuses on parental involvement?
    - one parent has caused or poses a risk of ongoing harm to the other parent?
  - What is the impact of different forms of involvement that a parent can have within a child's life?
    - This should consider a variety of court and non-court ordered contact arrangements. Examples include but should not be limited to contact that is supervised in a contact centre, contact that is supervised by friends or family, contact that involves overnight stays and shared residency contact arrangements.
    - If relevant, the varying impact court ordered versus non-court ordered contact arrangements may have should also be considered.
  - How does the restriction or cessation of one parent's involvement in a child's life impact on the child's welfare? Including instances where;
    - that parent has caused or poses a risk of ongoing harm to the child
    - that parent has caused or poses a risk of ongoing harm to the child's resident parent
    - that parent has not caused or does not pose an ongoing risk of harm to the child
    - parental involvement stops suddenly or over time
    - parental involvement stops for a period of time and then restarts
    - parental involvement is intermittent, inconsistent or irregular (either due to plans changing or plans not being complied with)
    - other significant childhood relationships are lost alongside the loss of the parental relationship; such grandparents or siblings.

**Objective 3:** "What works" to ensure that the risk a parent may pose to their child can be understood and identified?

18. Objective three is not expected to consist of a systematic review of all possible methods that could be used to ensure that the risk a parent may pose to their child can be understood and identified, be that in or outside of a family court or in other legal jurisdictions. Instead, it is



expected that objective three will identify key aspects or themes of approaches that may better support the understanding and identification of the risks a parent may pose to their child.

19. To address this objective three should seek to identify “what works”;
  - to identify and understand the presence or risk of harm from parental involvement in a child’s life?
  - to elicit and understand a child’s wishes and feelings about parental involvement?
  - to support children and ensure they feel safe and comfortable to share their wishes and feelings about parental involvement?
  - to ensure that children’s changing wishes and feelings about parental involvement are actively monitored, listened to and acted on over time?
20. The review should seek to highlight the circumstances where approaches/themes may be more or less effective and the benefits and limitations of the approach/theme. This should include consideration of factors that may impact the success of the approach; such as the characteristics of the child involved (children of different ages or genders) or the circumstances of the case (highly contested cases or highly risky cases).

**Objective 4:** “What works” to ensure that parental involvement can be made safe for children?

21. Similarly, objective four is expected to identify key aspects or themes that may better ensure parental involvement can be made safe for children.
22. The research questions for objective four are likely to consider “what works”:
  - to ensure that children feel safe with parental involvement in cases where the parent has caused or poses a risk of harm?
  - to support parents to ensure their child feels safe during contact?
  - to support both parents to hear the wishes and feelings of their child in order to maximise their ability to support this to happen?
  - to ensure both parents can be kept safe and made to feel safe when the other parent remains involved in their child’s life?
  - to support both parents, where applicable, to understand, acknowledge and address harmful behaviours and to provide a safe and supportive environment for their child?
  - to monitor parental involvement over time to ensure that it remains safe for the child and adapts to their changing wishes, feelings and circumstances?
  - to understand and identify the protective factors that may help protect a child from harm and ensure that these are maintained and supported through contact arrangements?
23. Objective four is not expected to be a comprehensive review of all methods that could possibly be applied to ensure that parental involvement can be made safe for children. Instead it should seek to draw out the key themes and aspects of approaches that are relevant to understand what works to make parental involvement safe. It should seek to

understand and outline the circumstances in which they may be more or less effective, including consideration of the differing risks a parent may pose to a child, and the benefits and limitations of the approach.

#### Parent and Child Circumstances:

24. It is important to recognise that the lives of children and families are diverse and complex. When considering the evidence on children's welfare, where possible, a broad range of circumstances, family structures and contact arrangements should be considered. Care should be taken to ensure that the parent-child context is clearly articulated in outputs where this could be relevant to the transferability of the findings.

### **RESEARCH METHODS**

25. Tenders should describe and justify their proposed method of undertaking the evidence review. It may be appropriate to use different methods to address each objective. If so, this should be made clear in the tender.
26. The tender should outline the proposed method of review, how search terms will be determined, the type of literature to be included (including whether grey literature will be considered), how quality will be assessed and used to exclude/include literature, the method of synthesising the evidence and a description of the approach to reporting.
27. We expect the focus to be on the most recent research to ensure the review remains relevant and applicable to the current system. Consideration should therefore be given to how far back in time the review should go, ensuring that the literature included will answer all of the review's key questions whilst remaining up to date and applicable to the current system.
28. It is important that this review is targeted to answer the specific objectives outlined above. If tenderers believe the scope of the review is too broad, or have concerns that the literature is too vast, the tender should outline a proposal to limit the scope of the review to ensure the research remains manageable – this could include, for instance, restricting the type of literature reviewed.
29. Tenders should also outline how the review will be handled in the eventuality the research literature is limited or is far in excess of that expected.
30. Tenderers must be aware of the literature review conducted as part of the MoJ Harm Panel<sup>7</sup> and the literature review from the Nuffield Family Justice Observatory looking at the implications of contact following placement in care for children and young people's

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<sup>7</sup> <https://www.gov.uk/government/consultations/assessing-risk-of-harm-to-children-and-parents-in-private-law-children-cases>



wellbeing.<sup>8</sup> The proposed review should not repeat the work of either review but should draw on any applicable findings to ensure that key points are not excluded.

## OUTPUTS

31. It is expected that the primary outputs from this project will be a report with technical summary for publication and a summary presentation to the MoJ Advisory Group.
32. The primary audience for the report will be policy makers, tenderers should take into consideration how they can best communicate the evidence in a policy relevant manner when designing reporting approaches. Where findings involve protected characteristics,<sup>9</sup> especially differential impact upon those with a protected characteristic, this should be clearly stated in outputs.
33. Transparency and defensibility of approach is vital with this project. It is expected that the technical summary will be sufficiently detailed to ensure the methods used to develop the review can be justified and stand up to scrutiny.
34. Given the sensitivity of this area, consideration must also be given to appropriate methods of communicating findings to non-expert audiences, especially where findings are complex, challenging or emotive.
35. The contractor will have responsibility for delivery of listed outputs. The final report must conform to the standards set out in MoJ Publications Guidance and must be of an acceptable standard to publish – however, the decision on whether the report will be published remains with MoJ.
36. Draft reports must be complete including an executive summary, background and policy context, summary of the review method and detailed description of the key findings. It is expected that the report will be no longer than 30-50 pages. Further information on methods and other technical information can be included as annexes. This will be presented in the MoJ format.
37. The content of the final outputs will be agreed with the MoJ. It must have incorporated any feedback from MoJ-DASD, the wider policy team, the Advisory Group, the Head of Profession and peer review comments. The designated contract manager at MoJ will be responsible for collating and agreeing feedback from the various parties before passing it on, they will also be responsible for obtaining sign off on final versions.
38. We would like the work to start at the end of May and it is expected that the final outputs will be delivered by the end of September. Additional outputs may be requested or created by

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<sup>8</sup> [https://www.nuffieldfjo.org.uk/app/nuffield/files-module/local/documents/nfjo\\_contact\\_well-being\\_report.pdf](https://www.nuffieldfjo.org.uk/app/nuffield/files-module/local/documents/nfjo_contact_well-being_report.pdf)

<sup>9</sup> <https://www.equalityhumanrights.com/en/equality-act/protected-characteristics>

the MoJ to contribute to the wider review into the presumption of parental involvement. If necessary, this will be discussed with the successful contractor at a later stage in the work.

39. The successful contractor will be expected to attend meetings with the Advisory Group and give up to two presentations; for instance, on proposed method / search terms and a final presentation of the key findings. An Advisory Group Meeting is currently scheduled for the week commencing 7<sup>th</sup> June where the successful contractor may be required to present on the proposed method and search terms. This will be discussed and agreed with the contractor at the project inception meeting.

## **CONTRACTOR REQUIREMENTS**

40. To ensure child welfare remains at the heart of this research, tenders are encouraged to demonstrate experience in child psychology or child welfare research. Bidders are also expected to approach this research from a neutral standpoint and should not be seen as “advocating” for a particular narrative. The focus should be on child welfare.
41. Tenderers should detail their relevant expertise and experience and include an outline of the skills, experience and role of any additional individuals involved in the project.

## **PROJECT MANAGEMENT**

### Contractor obligations

42. Tenders will be responsible for managing the project and ensuring MoJ is kept up to date on project progress as necessary.
43. Following the project initiation meeting, contact will take place as necessary between the contractor and the MoJ by email or video conferencing meetings. The frequency will be agreed at the project inception meeting.
44. Bidders must:
  - Provide a project plan designed to meet the research objectives.
  - Identify any individuals that will be involved in the project, outlining their grade or experience, number of days on the project and nature of their involvement in the research. CVs of all individuals working on the project should be included.

### Reporting and governance arrangements

45. MoJ will nominate a contract manager, who will be the successful contractor’s first point of contact and will manage all administrative issues and contractual and technical matters. They or a nominated replacement will be available to deal with queries.

46. All research instruments and outputs will be sent to the contract manager in the first instance. The contract manager will then be responsible for managing all feedback and for obtaining sign off on final versions.
47. The MoJ contract manager will manage all correspondence between the contractor and the Advisory Group or wider MoJ stakeholders.

#### Quality assurance

48. The bidder must commit to undertaking quality assurance of all deliverables and to guarantee the accuracy of all outputs. All outputs must be quality assured, including proof reading, before submission to MoJ.
49. Bidders must provide details of the quality assurance procedures they have in place.

#### Risks

50. Bidders must identify any risks and mitigations associated with the research; particularly around the uncertainty around the amount of relevant existing evidence.

#### Timetable

51. We expect the final report to be delivered by the end of September 2021. Bidders should provide a timetable that meets this final deadline and outlines all stages of the project including;
  - Agree evidence review scope, search terms and search method, including time to discuss with the advisory group (at a working group meeting or by email)
  - Presentation on scope to advisory group – currently proposed for w/c 7th June
  - Searching and synthesising evidence
  - Presentation to MoJ Advisory Group covering the proposed key finding
  - Draft research report
  - Final research report

### **PROJECT COSTS**

52. Bidders must submit clear costings for the project. This should include:
  - Separate costs for project management and for conducting the review (searching, synthesis and reporting).

- A breakdown of the time allocated and day rate for any individuals working on the project.
- Any assumptions associated with the costs, including the breadth or amount of literature expected to be included.

## **PAYMENT MILESTONES**

53. Payment milestones will be tied to completion of key stages of the contract. Bidders should outline proposed payment milestones; it is expected that payments will be made:
- following agreement of the proposed scope of the review and search terms
  - on agreement of the final report. Bidders are welcome to suggest alternative milestones if appropriate.

## **ETHICAL ISSUES**

54. The research must meet the requirements of the Government Social Researcher (GSR) Professional Guidance: Ethical Assurance for Social Research in Government.<sup>10</sup>
55. Bidders must provide details of any ethical issues relevant to the proposal and how these will be addressed.

## **DATA PROTECTION**

56. The successful contractor must comply throughout the project with the MoJ data protection policy, as set out in Appendix G.
57. Bidders must provide details of any data protection issues relevant to the proposal and explain how these will be addressed.

## **SECURITY**

58. The successful contractor must ensure that all staff working on the project have had a Baseline Personnel Security Standard (BPSS) check as set out in Appendix J.

## **RESPONSE**

59. The response must be limited to 15 pages of A4 Aerial font size 12 (excluding annexes) for the 4 technical questions and 3 pages of A4 Aerial font size 12 on the Social Value question. The technical response must include, at a minimum:

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<sup>10</sup> The GSR Professional Guidance can be found here:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/515296/ethics\\_guidance\\_tcm6-5782.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/515296/ethics_guidance_tcm6-5782.pdf).



- details of the review method proposed to achieve the specified research objectives;
- details of the proposed reporting approaches;
- a project plan and timetable designed to meet the research objectives;
- details of any individuals that will be involved in the project, outlining their experience, grade, number of days on the project, and nature of their involvement in the research;
- evidence of knowledge of the existing evidence base on child welfare; details of how the review will be approached from a neutral standpoint;
- details of the quality assurance procedures;
- consideration of any risks associated with the project; including consideration of the uncertainty around the quantity of relevant existing evidence;
- clear costings for the project, including a cost breakdown as specified in above; submitted on Appendix E – Pricing Schedule
- details of any ethical or data protection issues relevant to the proposal and how these will be addressed; and
- CVs and supporting information should be included in annexes (these are additional to the specified page limit);

**ANNEX 3**  
**Supplier Proposal**

**REDACTED**

**Annex 4**  
**Charges**  
**REDACTED**

Costs are commercially confidential and not to be disclosed for three years from the proposal submission date.

## Annex 5 Security

### Baseline Personnel Security Standard

The Customer require the Supplier to ensure that any person employed in the provision of the Services has undertaken all checks required under Baseline Personnel Security Standards (BPSS) as a minimum.

Baseline Personnel Security Standards (of which Disclosure Scotland is a part) are a default requirement in any Consultancy contract.

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>



Appendix J \_  
Contractor Personnel

If any additional/higher level security requirements are needed please state here: N/A

### The Data Protection Act

The Data Protection Act 2018 controls how your personal information is used by organisations, businesses or the government.

The Data Protection Act 2018 is the UK's implementation of the General Data Protection Regulation (GDPR).

<http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>



Appendix G \_ Data  
Protection Legislation

### IT Compliance

The Supplier must also comply with the Policy statement on Data Security and Use of IT Equipment by Contractors/Consultants and Agency Staff Employed by the Ministry of Justice which is attached below.



Appendix I \_ Policy  
on Data Security and I