

AbilityNet

Registered Office: Acre House, 11/15 William Road, London NW1 3ER

Attn: [REDACTED]

By email to: [REDACTED]

Date: March 4 2022

Our ref: prj_7233

Dear Sirs,

Award of contract for Accessibility Services

Following your proposal for the supply of **Accessibility Services** to The Secretary of State for Justice **with** Her Majesty's Courts and Tribunals Services as beneficiary "**Authority**", we are pleased to award this contract to you.

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

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

- 1) The Services shall be principally performed at Ministry of Justice premises listed in the supplier's proposal at Annex A
- 2) The charges for the Services shall be as set out in the supplier's quotation dated October 2021 and detailed below in Annex B
- 3) The specification of the Services to be supplied is as set out in the Supplier's proposal dated October 2021 and embedded in Annex A
- 4) The Term shall commence on March 7 2022 and the Expiry Date shall be March 6 2023 unless extended or subject to early termination
- 5) The address for notices of the Parties are:

Authority

The Secretary of State for Justice
[REDACTED]
Buyer's main address:
102 Petty France
London
SW1H 9AJ

Attention: [REDACTED]

Email: [REDACTED]

Supplier

AbilityNet

C/o The Microsoft Campus
Thames Valley Business Park
Reading
Berkshire
RG6 1WG

Attention: [REDACTED]

Email: [REDACTED]

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

Supplier – [REDACTED]

Authority – [REDACTED]

- 7) For the purposes of the Agreement the Staff Vetting Procedures/data security requirements/equality and diversity policy/ and environmental policy is:

Baseline Personnel Security Check (BPSS) which must be dated within three months of the start date.
See <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

- 8) 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.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: P.O. Box 767, Newport, Gwent, NP10 8FZ APinvoices-OPG-U@sscl.gse.gov.uk. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to APinvoices-OPG-U@sscl.gse.gov.uk.

Liaison

For general liaison your contact will continue to be:

Operations: [REDACTED]

Commercial: [REDACTED]

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [REDACTED] electronically **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,

Signed for and on behalf of Secretary of State for Justice

Name: [REDACTED]

[REDACTED]

Signature: [REDACTED]

Date: [REDACTED]

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

Signed for and on behalf of AbilityNet Limited

Name: [REDACTED]

[REDACTED]

Signature: [REDACTED]

Date: [REDACTED]

Ministry of Justice

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

- “Agreement”** means the AWARD LETTER and these terms and conditions between the Authority, acting as part of the Crown, and the Supplier;
- “Authority”** means the Secretary of State for Justice acting through the purchaser named in the AWARD LETTER;
- “Basware”** means Basware eMarketplace, the procurement software used by the Authority for its financial transactions;
- “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:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- “Charges”** means the charges for the Services set out in the PO;
- “Controller”** means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR;
- “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;
- “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 Contract, including any Personal Data;
- “Data Protection Legislation”** means the GDPR, the LED, 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 Access 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;
“EIR”	means the Environmental Information Regulations 2004;
“Expiry Date”	means the date for expiry of the Agreement set out in the AWARD LETTER;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Government Buying Standards”	means the standards published here: https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the AWARD LETTER or otherwise notified as such by the Authority to the Supplier in writing;
“Law Enforcement Purposes”	means as it is defined in the DPA;
“LED”	means the Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	means the Supplier or the Authority (as appropriate) and “Parties” means both of them;
“Personal Data”	means as it is defined in the GDPR;
“PO”	means the purchase order for the Services issued to the Supplier;
“Processor”	means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in 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;
“Request for Information”	has the meaning set out in the FOIA;
“Services”	means the services to be supplied by the Supplier to the Authority under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) set out in the AWARD LETTER;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Authority, the Authority’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the PO;

- “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 3.2 or terminated in accordance with 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 Supply of Services

2.1 In consideration of the Authority’s payment of the Charges, the Supplier shall supply the Services to the Authority for the Term subject to and in accordance with the Agreement.

2.2 In supplying the Services, the Supplier shall:

- 2.2.1 co-operate with the Authority in all matters relating to the Services and comply with all the Authority’s instructions;
- 2.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
- 2.2.3 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;
- 2.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 2.2.5 comply with the applicable Government Buying Standards;
- 2.2.6 comply with all applicable laws; and
- 2.2.7 provide all equipment, tools and vehicles and other items required to provide the Services.

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

3 Term

3.1 The Agreement takes effect on the date specified in the AWARD LETTER and expires on the Expiry Date, unless it is otherwise extended in accordance with clause 3.2 or terminated in accordance with the Agreement.

3.2 The Authority may extend the Agreement for up to 6 months by giving not less than 10 Working Days’ notice in writing to the Supplier prior to the Expiry Date. The Agreement applies

throughout any extended period.

4 Charges, Payment and Recovery of Sums Due

- 4.1 The Charges are set out in the AWARD LETTER and are the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Authority, the Charges include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 4.2 The Authority will issue POs via Basware. The Supplier shall register, when invited, on Basware in order to receive POs unless the Authority has approved another means of payment.
- 4.3 Following Delivery, the Supplier shall invoice the Authority via Basware. Invoices submitted via Basware are valid unless:
 - 4.3.1 lines have been added which are not in the PO;
 - 4.3.2 line descriptions are significantly different from the line descriptions in the PO; and/or
 - 4.3.3 prices and/or quantities are different from those in the POunless approved in writing by the Authority.
- 4.4 If the Authority has agreed to a different means of payment, the Supplier shall invoice the Authority as specified in the PO. Each invoice shall include:
 - 4.4.1 a unique identification number (invoice number);
 - 4.4.2 the Supplier's name, address and contact information;
 - 4.4.3 the name and address of the department/agency in the Authority with which the Supplier is working;
 - 4.4.4 a clear description of the Services being invoiced for;
 - 4.4.5 the date the Services were delivered;
 - 4.4.6 the date of the invoice;
 - 4.4.7 the amount being charged;
 - 4.4.8 VAT amount if applicable;
 - 4.4.9 the total amount owed;
 - 4.4.10 the PO number; and
 - 4.4.11 the amount of the invoice in sterling or any other currency which is approved by the Authority in writing.
- 4.5 All invoices submitted pursuant to clause 4.4 must satisfy the following criteria:
 - 4.5.1 email size must not exceed 4mb;
 - 4.5.2 one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and
 - 4.5.3 any supporting information, backing data etc must be contained in the invoice PDF file.
- 4.6 If required by the Authority, the Supplier shall submit a structured electronic invoice in an Electronic Data Interchange or XML formats.
- 4.7 **The Authority shall not pay an invoice which does not comply with the requirements set out in this clause 4.**
- 4.8 In consideration of the supply of the Services by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice. The

Authority may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 4.9 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Authority shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 4.10 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 15.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 18.
- 4.11 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.12 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier cannot assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5 Premises and equipment

- 5.1 If necessary, the Authority shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Authority's premises by the Supplier or the Staff is at the Supplier's risk.
- 5.2 If the Supplier supplies all or any of the Services at or from the Authority's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Authority's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Authority's premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Authority's premises or any objects contained on the Authority's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 5.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Authority may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 5.4 The Authority is responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Authority's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Authority's security requirements.
- 5.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Authority in writing.
- 5.6 Without prejudice to clause 2.2.7, any equipment provided by the Authority for the purposes of the Agreement remains the property of the Authority and shall be used by the Supplier and the Staff only for the purpose of carrying out the Services. Such equipment shall be returned promptly to the Authority on expiry or termination of the Agreement.
- 5.7 The Supplier shall reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Authority shall be deemed to be in a good condition when received.

by the Supplier or relevant Staff unless the Authority is notified otherwise in writing within 5 Working Days.

6 Staff and Key Personnel

6.1 If the Authority reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 6.1.1 refuse admission to the relevant person(s) to the Authority's premises;
- 6.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 6.1.3 require that the Supplier replace any person removed under this clause 6 with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,

and the Supplier shall comply with any such notice.

6.2 The Supplier shall:

- 6.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 6.2.2 if requested, provide the Authority with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Authority's premises in connection with the Agreement; and
- 6.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Authority.

6.3 Any Key Personnel are not released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

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

7 Assignment and sub-contracting

7.1 The Supplier shall not without the written consent of the Authority assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement.

7.2 The Authority may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal.

7.3 The Supplier is responsible for the acts and omissions of its sub-contractors as though those acts and omissions are its own.

7.4 If the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within 30 days from the receipt of a valid invoice.

7.5 If the Authority consents to a sub-contract, the Supplier shall, at the request of the Authority, send copies of the sub-contract to the Authority as soon as is reasonably practicable.

7.6 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

8 Intellectual Property and Indemnity

8.1 All intellectual property rights in any materials provided by the Authority to the Supplier for the

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

8.2 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 vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Authority by operation of law, the Authority hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

8.3 The Supplier hereby grants the Authority:

8.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-licence) 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

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

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

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

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

9 Governance and Records

9.1 The Supplier shall:

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

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

9.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement full and accurate records of the Agreement including the Services supplied under it and all payments made by the Authority. The Supplier shall allow the Authority access to those records as may be reasonably requested by the Authority.

10 Confidentiality, Transparency and Publicity

10.1 Subject to clause 10.2, each Party shall:

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

Party; and

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

10.2 Notwithstanding clause 10.1, a Party may disclose Confidential Information which it receives from the other Party:

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

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

10.2.3 on a confidential basis, to its professional advisers;

10.2.4 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;

10.2.5 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 10.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

10.2.6 where the receiving Party is the Authority:

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

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

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

(d) in accordance with clause 11.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this clause 10.

10.3 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 consents to the Authority publishing the Agreement in its entirety to the public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Authority may consult the Supplier regarding any redactions but has the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the FOIA.

10.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Authority.

11 Freedom of Information

11.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR and shall:

11.1.1 provide all necessary assistance and cooperation reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the EIR;

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

12 Protection of Personal Data and Security of Data

- 12.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing which the Authority has authorised the Supplier to do is described in the Specification.
- 12.2 The Supplier shall:
- 12.2.1 notify the Authority immediately if it considers any Authority instructions infringe the Data Protection Legislation;
 - 12.2.2 process Personal Data only in accordance with the Agreement unless the Supplier is required to do otherwise by law. If it is so required, the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by law;
 - 12.2.3 ensure that it has in place Protective Measures which have been approved by the Authority as 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;
 - 12.2.4 ensure that Staff do not process Personal Data except in accordance with the Agreement;
 - 12.2.5 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;
 - 12.2.6 at the direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless the Supplier is required by law to retain it;
 - 12.2.7 subject to clause 12.3, notify the Authority immediately if it:
 - (a) receives a Data Subject Access 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 Contract;
- (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.

12.3 The Supplier's obligation to notify under clause 12.2.7 includes the provision of further information to the Authority in phases as details become available.

12.4 Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 12.2.7.

12.5 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 1 and allow the Authority to audit its Data Processing activity on reasonable notice.

12.6 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

12.7 When handling Authority data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Authority as notified to the Supplier from time to time.

12.8 In relation to Personal Data processed for Law Enforcement Purposes, the Supplier shall:

- 12.8.1 where automated processing is used, keep logs in accordance with section 62 of the DPA;
- 12.8.2 where applicable and as far as possible, make a clear distinction between Personal Data of different categories of Data Subjects including (without limitation) suspects, convicted criminals, victims and witnesses; and
- 12.8.3 as far as is possible, distinguish Personal Data based on facts from Personal Data based on personal assessments or opinions.

13 Liability

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

13.2 Subject to clauses 13.3 and 13.4:

- 13.2.1 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 not exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

13.2.2 except in the case of claims arising under clauses 8.4 and 17.3, the Supplier is not liable to the Authority for any:

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

13.3 Nothing in the Agreement is construed to limit or exclude either Party's liability for:

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

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

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

13.4 The Supplier's liability under the indemnity in clause 8.4 and 17.3 is unlimited.

14 Force Majeure

Neither Party has any liability under or is in breach of the Agreement for any delays or failures in performance of its obligations under 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 2 months, either Party may terminate the Agreement by written notice to the other Party.

15 Termination

15.1 The Authority may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least one 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.

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

- 15.2.1 (without prejudice to clause 15.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 15.2.2 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;
- 15.2.3 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;
- 15.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 15.2.5 breaches any of the provisions of clauses 6.2, 10, 11, 12 and 16; or
- 15.2.6 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 15.2.6) in consequence of debt in any jurisdiction.

15.3 The Supplier shall notify the Authority as soon as practicable of any change of control as

referred to in clause 15.2.4 or any potential such change of control.

- 15.4 The Supplier may terminate the Agreement by written notice to the Authority if the Authority has not paid any undisputed amounts within 90 days of them falling due.
- 15.5 Termination or expiry of the Agreement is without prejudice to the rights of either Party accrued prior to termination or expiry and do not affect the continuing rights of the Parties under this clause and clauses 2.2, 5.1, 5.2, 5.6, 5.7, 6, 8, 9.2, 10, 11, 12, 13, 15.6, 16.4, 17.3, 18 and 19.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 15.6 Upon termination or expiry of the Agreement, the Supplier shall:
 - 15.6.1 give all reasonable assistance to the Authority and any incoming supplier of the Services; and
 - 15.6.2 return all requested documents, information and data to the Authority as soon as reasonably practicable.

16 Compliance

- 16.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Authority shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Authority's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 16.2 The Supplier shall:
 - 16.2.1 comply with all the Authority's health and safety measures while on the Authority's premises; and
 - 16.2.2 notify the Authority immediately if any incident occurs in the performance of its obligations under the Agreement on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 16.3 The Supplier shall:
 - 16.3.1 perform its obligations under the Agreement in accordance with all applicable equality law and the Authority's equality and diversity policy as provided to the Supplier from time to time; and
 - 16.3.2 take all reasonable steps to secure the observance of clause 16.3.1 by all Staff.
- 16.4 The Supplier shall supply the Services in accordance with the Authority's environmental policy as provided to the Supplier from time to time.
- 16.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with:
 - 16.5.1 the Official Secrets Acts 1911 to 1989; and
 - 16.5.2 section 182 of the Finance Act 1989.

17 Prevention of Fraud and Corruption

- 17.1 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.
- 17.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

- 17.3 If the Supplier or the Staff engages in conduct prohibited by clause 17.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Authority) the Authority may:
- 17.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement; or
 - 17.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

18 Dispute Resolution

- 18.1 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.
- 18.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 18.1, 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.
- 18.3 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.

19 General

- 19.1 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.
- 19.2 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.
- 19.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 19.4 Save where the Authority has issued the PO pursuant to a written contract for the Services signed by both Parties (an “**Existing Contract**”):
- 19.4.1 the Agreement contains the whole agreement between the Parties and replaces any prior agreements, representations or understandings between them; and
 - 19.4.2 the Parties do not enter into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement.
- 19.5 If there is a conflict between these terms and conditions and the PO or any other terms and conditions the conflict will be resolved in the following order of precedence:
- 19.5.1 the Existing Contract;
 - 19.5.2 these terms and conditions;
 - 19.5.3 the PO; and
 - 19.5.4 any other terms and conditions.
- 19.6 Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 19.7 Any waiver or relaxation either partly, or wholly, of any part of the Agreement is 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.
- 19.8 The Agreement does 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 has any authority to make any commitments on the other Party's behalf.
- 19.9 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.
- 19.10 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.

20 Notices

- 20.1 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 20.3, e-mail to the address of the relevant Party set out in the PO, or such other address as that Party may from time to time notify to the other Party in accordance with this clause 20.
- 20.2 Notices served as above are deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery occurs on the next Working Day. An email is delivered when sent unless an error message is received.
- 20.3 Notices under clauses 14 and 15 may be served only by personal delivery or recorded delivery in the manner set out in clause 20.1.

21 Governing Law and Jurisdiction

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

We would request to add the following operational terms:

If the work is unable to be commenced on the date agreed, due to action or inaction on the part of the Customer, the Supplier reserves the right to impose the following charges in respect to the work delayed. This will be considered on a case-by-case basis and only enforced if after exploring alternative options resource time will be lost:

Cancellation fee: 7 to 10 days	25%
Cancellation fee: 3 to 6 days	75%
Cancellation fee: less than 48 hours	100%

If the work is unable to be commenced on the date agreed or interrupted during the testing, due to delays or issues with installing and accessing the site or application on the part of the Customer, that is accepted by the Customer, the Supplier reserves the right to impose a charge in respect to the work delayed. The charge will be dependent on the length of the delay and will be communicated to the Customer and they will have two options:

1. Customer is charged for additional time required due to these delays* This will be charged at the same consultancy daily rate as agreed for this project.
2. Supplier uses only the time allocated to this work and therefore presents the report with what has

been completed by that stage. Further work is then charged for and scheduled separately as required.

* Please note that the work cannot be guaranteed to be completed on the date agreed if delays have occurred, this is dependent on the Suppliers resources.

Annex A – Services

Consultancy Support

AbilityNet will provide ad hoc support on demand, in the form of email, conference calls or webinars. You would have a dedicated email address to submit all support requests, stating your preferred method to resolve.

Ad Hoc support is charged in blocks of 15 minutes.

This will be provided as 222.5 hours of consultancy support to the Ministry of Justice. The time can be used to deliver any consultancy-based service including drop-in sessions and follow-ups to the training.

The specifics of how the time will be used will be discussed between AbilityNet and the Ministry of Justice and no work will be started until agreed.

Introduction to Accessibility

Making your digital products and services accessible for all, can improve the experience for all users, as well as ensuring that individuals with disabilities can gain equal access. However, learning about digital accessibility can be daunting when faced with an array of legal, technical and medical guidance.

In this session we will:

- Present the legal, moral and commercial case for ensuring websites, apps and documents are accessible to all;
- Demonstrate how people with disabilities use assistive technology or customise their experience in order to access digital products and services;
- Introduce the principles of digital accessibility and the international standards used to assess if content will be accessible to all users.

If you are new to the field of digital accessibility, we recommend you attend this course to familiarise yourself with these general principles first. This course can also act as an introduction to accessibility for people considering studying for the [IAAP CPACC qualification](#).

At the end of this course you will be able to:

- Recognise the advantages of embedding digital accessibility within products and services;
- Define the POUR principles of digital accessibility;
- Explain why the social model of disability fits with UK and European accessibility and equality legislation and how this underpins the principles of digital accessibility.

Accessibility for Designers

In this course you will be introduced to how designers can influence accessibility. We will introduce

you to how taking an inclusive design approach can mitigate potential accessibility issues and ensure accessibility is built into your designs from day 1. We will look at how the design of colour, layout, affordances and controls influences accessibility and demonstrate how including accessibility within your documentation and requirements.

At the end of this course you will be able to:

- Recognise how responsive design and flexible layouts are important for accessibility.
- Explain how your designs and styles can be more accessible by selecting accessible colour palettes and designing clear visual affordances
- Identify when moving and interactive content needs additional controls for accessibility.

Accessibility for Copywriters

This course provides an introduction to creating web content that is more accessible to people with disabilities. There are a number of different considerations that will impact readability and understanding and contribute to the meeting of Web Content Accessibility Guidelines requirements on a content level. The course will look at the use of language when writing copy, the use of suitable page structure and visual cues, and correct labelling of images and captioning of multimedia content.

Attendees will learn best practices for accessibility including:

- Writing meaningful alternative text images and captions and transcripts for media
- Using accessible language at a suitable reading level
- Writing in a clear concise way, avoiding acronyms and jargon
- Using correct pages structure, including headings and heading structure
- Utilising correct text formatting, meaningful links and clear instructions

At the end of this course you will be able to:

- Write accessible content, taking into account your use of language and avoiding common accessibility mistakes
- Correctly structure a web page to present content, including the correct use of heading, heading structure
- Correctly format text using meaningful links and clear instructions

How to Create Accessible Documents and Presentations

This course will provide you with the foundations for creating accessible Microsoft Office Word and PowerPoint files.

Using an appropriate heading structure for example will aid the screen reader user in navigating a document. Additional considerations such as colour contrast, layout and font styles for example will also have an impact.

The course will also consider how accessibility is maintained if you want to convert it to another file format such as PDF.

This course will look at:

- Making a Word document or PowerPoint presentation accessible, including correct implementation of
 - Text alternatives for graphics
 - Headings
 - Lists

- Data tables
- Reading Order
- Use of Colour – including conveying information by colour alone and colour contrast
- Formatting considerations – text over images, hyperlinks, font size and style, and good legibility
- Exporting to other file formats such as PDF and what needs to be considered in order to maintain accessibility.

At the end of this course you will know how to:

- Apply styles and templates to make documents and presentations more accessible
- Check Word and PowerPoint files for accessibility issues and fix common issues
- Understand how the accessibility of documents and files can be impacted if they are converted to other formats such as PDF.

How to begin your own Accessibility Testing

Learning how to do your own basic accessibility testing has many benefits. Not only does it help you create accessible products and services, it can help you with developing a digital accessibility strategy, embed accessibility within your development cycle or improve procurement decisions. Knowing how to complete a few simple tests can give you reassurance that you are making accessibility improvements and focusing your resources in the right areas.

In this course you will be introduced to free accessibility tools and basic manual tests.

At the end of the course you will be able to

- Undertake simple accessibility checks and understand the limitations of basic checks
- Select and use appropriate accessibility checkers to support your testing
- Identify accessibility issues and understand some approaches to prioritising issues

This course is aimed at product owners, managers, designers and developers who want to be able to undertake simple tests. Attendees will need to have some prior knowledge of accessibility standards and principles but will not need to be familiar with coding techniques.

Accessibility for Developers – Structure and Semantics

An introduction to the key aspects of web accessibility and inclusive design, relevant to web developers.

Our training helps your team deliver accessible and inclusive products and services first time, every time, by embedding best practice in your processes and offering valuable insights to every member of your teams.

We'll show you some of the most common reasons that an app or website will fail the standard accessibility tests, and we'll also show you how to avoid them. Accessible development is a broad subject and this course will focus on defining disability and accessibility, looking briefly at the Web Content Accessibility Guidelines before delving into the importance of structure and semantics, correct implementation of common HTML elements and concepts of progressive enhancement.

By thinking about accessibility and inclusion from the start you can prevent costly fixes at the end of a project, and also improve the user experience for everyone, not just your disabled customers.

The session will cover:

- Web Content Accessibility Guidelines (WCAG)

- The importance of structure and semantics
- Key considerations when using common HTML elements and how to test for them
- Progressive enhancement

At the end of this course you will know how to

- Successfully implement structure and semantics in development to ensure accessibility

Accessibility for Developers – ARIA and the Accessibility Tree

An introduction to the key aspects of web accessibility and inclusive design, relevant to web developers.

Our training helps your team deliver accessible and inclusive products and services first time, every time, by embedding best practice in your processes and offering valuable insights to every member of your teams.

We'll show you some of the most common reasons that an app or website will fail the standard accessibility tests, and we'll also show you how to avoid them. Accessible development is a broad subject and this course will focus on looking briefly at ARIA and the accessibility tree, the name, role and value of custom controls, ways to hide content and how to correctly use aria-live.

By thinking about accessibility and inclusion from the start you can prevent costly fixes at the end of a project, and also improve the user experience for everyone, not just your disabled customers.

The session will cover:

- The Accessibility Tree
- What is ARIA and how to use it
- Name, Role, Value and how to apply it
- Hiding content
- aria-live

At the end of this course you will know how to:

- Understand the accessibility tree and how the name, role and value of custom components influences accessibility
- Hide content whilst being mindful of screen reader users
- Correctly implement aria-live to announce content

Understanding Accessibility Evaluations and Testing Results

Understanding whether your website, apps or digital services are accessible and meet accessibility regulations is important. Undertaking or commissioning an accessibility audit can be a daunting task if you have limited knowledge of tests that will be undertaken, the standards you will be measured against and the evaluation you will receive. And once you've received the results you need to know how to prioritise the work to remediate issues.

In this course we will take you through the principles and methods used to measure accessibility compliance to the Web Content Accessibility Standards. We will look at some tools that can be used for automated checks and other approaches for validating accessibility conformance. By the end of the course you will be able to:

- Understand how accessibility conformance is evaluated and reported compared to other testing

approaches

- Compare the outputs of automated testing tools to manual approaches
- Consider factors that influence the prioritisation of accessibility issues.

Level of training: Intermediate. You will need some awareness of accessibility standards and this course will focus on how these can be applied.

Who is this training for? This course is aimed at anyone creating, managing or procuring digital content or systems. It will also be of value as an introductory session for developers, testers and content creators looking to develop further accessibility skills. While not compulsory, it is strongly recommended that prospective attendees of this session also attend the session “How to do your own accessibility testing” on [date] if you have no prior knowledge of accessibility testing

- Product owners / managers in development environments, Developers and Testers

How to use a Screenreader for Accessibility Testing

A screen reader allows people who are blind or visually impaired to use their computer. Screen readers allow people to navigate through websites and applications via the speech output.

In the UK there are almost 2 million people living with sight loss. According to the RNIB only one in four people registered blind or partially sighted is in employment, and this number is falling. As such, the promotion of awareness about screen reader technology plays a vital part in the continued welfare, education, and employability of people with visual impairments.

This course will look at the most widely available and used screen readers, JAWS, NVDA, VoiceOver and TalkBack, to better understand how content is read out on the web, the fundamentals of using screen readers to navigate through a web page and a brief look at the most optimal way of testing for accessibility using a screen reader.

The course will look at:

- What is a screen reader?
- Types of screen reader and usage statistics
- How a screen reader works
- Where does a screen reader get the information from?
- What does it do with this information?
- How does the user interact with this information?
- Navigating using a screen reader
- Common barriers for screen reader users - structure, focus order, focus management custom vs. standard controls, graphs

At the end of this course you will understand:

What a screen reader is and how it interacts with a web site to read content, what screen readers are available and their similarities and differences, the fundamentals of screen reader navigation and how to use a screen reader to test for accessibility on the web.

User Researchers Workshop

Accessibility for User Researchers – Agenda:

- Introductions
- WCAG for User Research

- WCAG in a Nutshell
- Page Structure
- Info and Relationships
- Content Alternatives
- Non-Text Content
- Interactive Calls-to-Action
- Headings and Labels
- Link Purpose
- Demo: Reviewing a Dummy Page
- User Research Fundamentals
- Diverse User Groups
- Assistive Technology 101
- Accessible User Research Methods
- Exercise: Pros and Cons Brainstorming
- User Research Tools
- Manual Testing Tools (e.g., keyboard)
- Automated Testing Tools (e.g., aXe)
- Assistive Technology
- Exercise: Using Assistive Technology with a Persona
- Resources and Wrap Up
- Q&A

Learning objectives:

At the end of this course, you will:

Have a robust knowledge of the WCAG success criteria that can pass audits, but which often come up when conducting user research.

Understand the pros and cons of applying user research methodologies to different user groups. For example, lab-based user testing versus remote user testing.

Be aware of the common user groups and assistive technologies that are used, such as screen readers, screen magnification, and voice recognition software.

Max number of participants = 10

Annex B charges

[REDACTED]