



Home Office

Behavioural Insights Ltd

Attn: [REDACTED]

By email to: [REDACTED]

Date: 16 August 2018

Contract ref: C11316

OJEU Contract Notice Reference
Number 2018/S 055-121726

Dear Sir,

Award of contract for the provision of an Evaluation Service for the Trusted Relationships Programme

Following your tender/ proposal for the provision of an Evaluation Service to the Home Department, 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 the Home Department (through the Tackling Exploitation and Abuse Unit) as the Customer and Behavioural Insights Ltd as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the 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 shall be performed at the Supplier's premises located at [REDACTED] with regular travel to the successful Trusted Relationships grant-funded project areas.
- 2) The charges and payment mechanism for the Services shall be as set out in Annex 2 / the Supplier's quotation dated 20 April 2018 and subsequently revised on 31 May 2018.
- 3) The specification of the Services to be supplied is as set out in Annex 3 Schedule B2 – Lot 2, Specification.
- 4) The Supplier's proposal is as set out in the Supplier's Tender submission dated 20 April 2018.

[REDACTED]

5) The Term shall commence on 16 August 2018 and the Expiry Date shall be 15 August 2020 on which the contract will end, unless extended, subject to the Customer's confirmation in writing for a further period of 12 + 12 months or subject to early termination.

6) The address for notices of the Parties are:

Customer

The Secretary of State for the Home
Department, acting through the Tackling
exploitation and Abuse Unit,

Home Office,

[REDACTED]

[REDACTED]

[REDACTED]

Attention: [REDACTED]

Email:

[REDACTED]

Supplier

Behavioural Insights Ltd

[REDACTED]

[REDACTED]

[REDACTED]

Attention: General Counsel

Email: [REDACTED]

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

Name

[REDACTED]

[REDACTED]

[REDACTED]

Title

Senior Policy Advisor – Home Office

**Senior Research Advisor – Behavioural
Insights Team**

**Chief Scientist – Behavioural Insights
Team**

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.

9) The Supplier shall, where appropriate, report to the Police any issues that may arise in relation to the following:

9.1 Antisocial behaviour, suspicious or criminal behaviour, threatening behaviour or harassment;

9.2 Behaviour that may indicate that someone is involved in violent extremism, radicalisation or vulnerability to radicalisation;

9.3 Neglect, sexual harassment or exploitation; and

9.4 Domestic violence or relating to the safeguarding of children.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to:
Shared Service Centre

[REDACTED]

[REDACTED]

[REDACTED]

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 [REDACTED] [REDACTED] between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be [REDACTED] ([REDACTED] or, in their absence, [REDACTED]

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

Name: [REDACTED]
Senior Commercial Manager
Signature:

Date:

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

Signed for and on behalf of Behavioural Insights Limited

Name:
Job Title:

Signature:

Date:





Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of Appendix C;

“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 as specified in the Award Letter;

“Commencement Date” means the start date specified in the Award Letter;

“Confidential Information” means any information including personal data as defined in the Data Protection Legislation concerning a referral or which has otherwise been designated as confidential by either Party orally or in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person including trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the Data Protection Legislation and Commercially Sensitive Information;

“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;

“Customer” means the person named as Customer in the Award Letter;

“Customer’s Contract Manager” means the person appointed by the Customer as being authorised to administer the Contract on behalf of the Customer or such person as may be nominated by the Contract Manager to act on its behalf. The Contract Manager is as indicated in the Contract letter;

“Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other

[REDACTED]

default, act, omission, negligence or negligent statement of the relevant Party or their Personnel in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other;

"Data Loss Event"	means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data;
"Data Protection Impact Assessment"	means an assessment by the Controller of the effect of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	means: <ul style="list-style-type: none">(a) the GDPR, the LED and applicable implementing laws;(b) the DPA 2018 (subject to Royal Assent) to the extent that it relates to the processing of Personal Data and privacy;(c) all applicable laws relating to the processing of Personal Data and privacy.
"Data Protection Officer"	means as it is defined in the GDPR;
"Data Schedule"	means the Schedule of Processing, Personal Data and Data Subjects within clause 13;
"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 2018"	means the Data Protection Act 2018;
"Expiry Date"	means the date for expiry of the Agreement as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000;
"Force Majeure Event"	means any of the following: fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, to the extent that such event has affected the ability of the Affected Party from performing its obligations in accordance with the terms of this Contract and where such event is not attributable to any act or failure to take preventative action by the Affected Party, but excluding: <ul style="list-style-type: none">(a) any industrial action occurring within the Supplier's or any Sub-contractor's organisation, including any industrial action taken by Language Professionals; and(b) the failure by any Sub-contractor of the Supplier to perform its obligations under any Sub-contract

“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Intellectual Property” or “Intellectual Property Rights” or “IPRs”	means: <ul style="list-style-type: none"> (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights of Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
“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;
“Law Enforcement Purposes”	means as it is defined in DPA 2018;
“LED”	means the Law Enforcement Directive (Directive (EU) 2016/680);
“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
“Personal Data Breach”	means as it is defined in the GDPR;
“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;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Price”	means the price for the Services;
“Pricing and Pricing Schedule”	means the Schedule containing details of the Supplier’s Prices which is Schedule A of the Supplier’s Tender;

"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);
"Schedule"	means a schedule attached to, and forming part of, the Agreement;
"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;
"Sub-contract"	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
"Sub-contractor"	any third party with whom: <ul style="list-style-type: none"> (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract or the servants or agents of that third party; "
"Sub-processor"	means any third party appointed to process Personal Data on behalf of the Supplier related to the Agreement;
"Supplier"	means the person named as Supplier in the Award Letter;
"Supplier's Contract Manager"	means the person appointed by The Supplier Representative authorised to administer the Agreement on behalf of the supplier or such person as may be nominated by the Contract Manager to act on its behalf;
"Supplier's Personnel"	means all persons employed by the Supplier and/or any Sub-contractor to perform the Supplier's obligations under the Agreement together with the Supplier's and/or any Sub-contractor's employees, directors, officers, consultants, agents, suppliers and Sub-contractors used in the performance of the Supplier's obligations under the Agreement;

"Supplier's Representative"	means the individual named in the Award Letter unless this role is delegated, with the prior consent of the Customer, to another named individual acting with appropriate authority on behalf of the Supplier;
"Supplier's Tender"	means any document(s) submitted by the Supplier to the Customer in response to the Customer's invitation to suppliers for formal offers to supply it with the Services, which includes the Price Schedule.
"Term"	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

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

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the 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,

[REDACTED]

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

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

5 Charges, Payment and Recovery of Sums Due

5.1 The Charges for the Services shall be as set out in the Award Letter and in Annex 2 – Charges and Payment Mechanism and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Payments for Years 3 and 4 of the Contract shall be subject to the Customer's confirmation of funding. 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.

- [REDACTED]
- 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 Customer 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 and ensure the Supplier has appropriate safeguarding procedures in place for all staff visits and interactions with the local authority projects (which provide services to vulnerable children and young people);
 - 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

[REDACTED]

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 monthly progress meetings with the Customer, and any other meetings 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 fortnightly progress reports to the Customer, and any other reports 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.

- [REDACTED]
- 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 During the term of this Agreement and for a period of 6 years thereafter, the Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement relating to or publicise the Agreement or any part of the Agreement (including but not limited to the Evaluation) in any way, except with the prior written consent of the Customer (acting through an official of at least director grade).

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 Data Protection

- 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 that the Customer has authorised the Supplier to do is described in the Contract and listed in the Data Schedule (which has been agreed by the Parties) and may not be determined by the Supplier.
- 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 provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to starting any processing. Such assistance may, at the Customer's discretion, include:
 - (i) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data;

[REDACTED]

13.2.3 in relation to any Personal Data processed in connection with its obligations under the Contract:

- (i) process that Personal Data only in accordance with the Data Schedule 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;
- (ii) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;

13.2.4 ensure that:

- (i) Staff do not process Personal Data except in accordance with the Contract (and in particular the Data Schedule);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of Staff who have access to Personal Data and ensure that they:
 - (a) are aware of and comply with the Supplier's duties in this schedule;
 - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by the Contract; and
 - (d) have undergone adequate training in the use, care, protection and handling of the Personal Data;

13.2.5 not transfer Personal Data outside the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;



- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 13.2.6 at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Contract unless the Supplier is required by law to retain the Personal Data;
- 13.2.7 subject to paragraph 13.3, notify the Customer immediately if it:
 - (i) receives a Data Subject Request (or purported Data Subject Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Contract;
 - (v) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
 - (vi) becomes aware of a Data Loss Event.
- 13.3 The Supplier's obligation to notify under paragraph 13.2.7 includes the provision of further information to the Customer in phases as details become available.
- 13.4 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 paragraph 13.2.7 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
 - 13.4.1 the Customer with full details and copies of the complaint, communication or request;
 - 13.4.2 the Customer with any information it may reasonably request to ensure that the Customer is complying with all its obligations under the Data Protection Legislation which arise in connection with the Contract;

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- 13.4.3 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 13.4.4 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 13.4.5 assistance as requested by the Customer following any Data Loss Event; and
 - 13.4.6 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office or any consultation by the Customer with the Information Commissioner's Office.
- 13.5 The Supplier shall ensure that it does not knowingly or negligently do or omit to do anything that places the Customer in breach of its Data Protection Legislation obligations.
- 13.6 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this schedule. This requirement does not apply if the Supplier employs fewer than 250 people unless the Customer determines that the processing:
- 13.6.1 is not occasional;
 - 13.6.2 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
 - 13.6.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.7 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 13.8 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13.9 Before allowing any Sub-processor to process any Personal Data in connection with the Contract, the Supplier shall:
- 13.9.1 notify the Customer in writing of the intended Sub-processor and processing;
 - 13.9.2 obtain the written consent of the Customer;
 - 13.9.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this schedule such that they apply to the Sub-processor; and
 - 13.9.4 provide the Customer with such information regarding the Sub-processor as the Customer reasonably requires.

- [REDACTED]
- 13.10 The Supplier remains fully liable for the acts and omissions of any Sub-processor.
- 13.11 The Customer may, at any time on not less than 30 Working Days' notice, revise this schedule by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 13.12 The Parties shall take account of any guidance published by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance published by the Information Commissioner's Office.
- 13.13 In relation to Personal Data processed for Law Enforcement Purposes, the Supplier shall:
- 13.13.1 maintain logs for its processing operations in respect of:
- (i) collection;
 - (ii) alteration;
 - (iii) consultation;
 - (iv) disclosure (including transfers);
 - (v) combination; and
 - (vi) erasure;
- (together the "Logs");
- 13.13.2 ensure that:
- (i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
 - (ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
 - (iii) the Logs are made available to the Information Commissioner's Office on request;
- 13.13.3 use the Logs only to:
- (i) verify the lawfulness of processing;
 - (ii) assist with self-monitoring by the Customer or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;



- (iii) ensure the integrity of Personal Data; and
- (iv) assist with criminal proceedings;

13.13.4 as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and

13.13.5 where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:

- (i) persons suspected of having committed or being about to commit a criminal offence;
- (ii) persons convicted of a criminal offence;
- (iii) persons who are or maybe victims of a criminal offence; and
- (iv) witnesses or other persons with information about offences.

Schedule of Processing, Personal Data and Data Subjects

- 1 The Supplier shall comply with any further written instructions with respect to processing by the Customer.
- 2 Any such further instructions shall be incorporated into this Data Schedule.

Description	Details
Subject matter of the processing	Support to commissioners and service delivery partners of the Home Office's Trusted Relationships grant programme.
Duration of the processing	Contract is for [REDACTED] years making up to [REDACTED] years in total. The processing will be for the duration of the contract from the date of the commencement of the agreement until the earlier of (i) the date that is 6 months after the submission of the final Deliverable and (ii) the end of the Term.
Nature and purposes of the processing	Personal Data relating to project staff and/or participants may need to be accessed for the purposes of review and monitoring/analysis of programme implementation, effectiveness and risk management. This analysis would be used to provide advice to Trusted Relationship grantee commissioners and delivery partners, and if required may be referred to in routine reporting to the Home Office.
Type of Personal Data	The following types of Personal Data may be accessed: <ul style="list-style-type: none"> - name (usually anonymised); - date of birth; - sex; - ethnicity; - safeguarding status; - details of safeguarding presenting factors and case notes; - details of non-statutory and statutory safeguarding and other support interventions; and - details of outcomes.
Categories of Data Subject	Data subjects will be service users and staff/service providers.
Plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under union or member state law to preserve that type of data	Behavioural Insights Ltd expects that the grantee local authorities (as data controllers) will have respective data sharing protocols and requirements for the return and destruction of any shared Personal Data and will comply with each accordingly. In the absence of a specific requirement, the plan will be for personal data to be returned and destroyed within three months of relevant work having been completed.

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

[REDACTED]

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

- 15.1 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 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 resolve Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure in Annex 4 (Dispute Resolution Procedure).
- 19.2 The Supplier shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved.

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

[REDACTED]

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

- 22.1 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.

23 Insurance

- 23.1 The Supplier shall maintain in force the following insurance policies with reputable insurance companies:
- 23.1.1 Professional Indemnity insurance for not less than [REDACTED] per claim;
 - 23.1.2 Public Liability insurance for not less than [REDACTED] per claim (unlimited claims); and
 - 23.1.3 Employer's (Compulsory) Liability insurance for not less than [REDACTED] per claim (unlimited claims); and
 - 23.1.4 such other insurance as may be required by law of the Supplier in relation to the provision of the Services.
- 23.2 On the Customer's written request, the Supplier shall provide the Customer with copies of the insurance policy certificates and details of the cover provided.



24 Supplier Code of Conduct

- 24.1 The Supplier shall adhere to the [Supplier Code of Conduct](#), as published by the Government Commercial function (including on gov.uk) and as may be updated from time to time.

Annex 2
Charges and Payment Mechanism

Payments for Years 3 and 4 of the Contract shall be subject to the Customer's confirmation of funding

Definitions and abbreviations

The following is a list of the key definitions and abbreviations used throughout this Annex 2.

Table 1 – Definitions

Term	Definition
Charges	the charges for the provision of the Services as set out in or otherwise calculated in accordance with Annex 2 (Charges and Payment Mechanism), including any Milestone Payment or Service Charge.
Contract Price	The Supplier's contract costs as detailed in Schedule A – Price Schedule of the Supplier's Tender.
Contract Year	means a period of twelve (12) calendar months commencing on the date specified in the Award Letter.
Firm Price	Means Firm Price Charges, which shall not vary based on the level of costs incurred by the Supplier and shall not be subject to Indexation.
Management Information	means information requested in this Annex 2 or under the regular reporting provisions set out in Appendix B Lot 2 (<i>Specification</i>).
Milestone	an event or task described which shall be completed by the relevant Milestone Date.
Quarterly Service Payment or QSP	means the amount payable to the Supplier in accordance with the provisions of this Annex 2.
Operating Costs	the periodic payments made in accordance with this annex and in respect of the supply of the operational Services.
Quarter	Three (3) monthly periods from the date of Contract Commencement in each contract year.
Set Up Costs	Supplier charges towards mobilisation and commencement of operations applicable to Year one (1) of the Contract only.

1 INTRODUCTION

- 1.1 This Annex 2 (Charges and Payment Mechanism) provides an overview of the pricing and charging mechanisms and sets out the procedures underpinning the payment process.

2 APPLICABLE PRICING MECHANISM

- 2.1 The total Contract costs shall be [REDACTED].
- 2.2 Firm prices shall not vary based on the level of costs incurred by the supplier. The supplier accepts the risk of cost overruns and the benefit of any savings achieved.
- 2.3 Firm prices shall not be amended other than through the provisions of Clause 20.3.

- 2.4 Charges calculated by reference to a firm price pricing mechanism shall not be subject to increase by way of indexation.

3 PAYMENTS

- 3.1 The total Contract costs shall be split between the Supplier's Service Charges (operating costs) and the Mobilisation and Project Management milestone payments in accordance with the agreed Contract Price detailed in Schedule A – Price Schedule.
- 3.2 [REDACTED] of the Contract Price shall be allocated towards the Supplier's Service Charges with the remainder [REDACTED] allocated towards the Supplier's successful achievement of milestones in each year of the contract.
- 3.3 The Customer shall pay maximum [REDACTED] of the Year 1 costs for the Supplier's Mobilisation Milestone Price.
- 3.4 Any Mobilisation Milestone payments shall be applicable to Year 1 of the Contract only.
- 3.5 Table 1 sets out the mechanism to be used to calculate the Service Charges and Milestone Payments, which shall be [REDACTED].
- 3.6 The Supplier shall be required to meet the key Project Management milestones specified in Table 2 – Milestone Payments below.
- 3.7 Service Charges are payable quarterly in arrears. The annual Service Charge is to be equally split into four quarterly payments.

4 SUPPLIER INVOICES

- 4.1 The Supplier shall prepare and provide to the Customer for approval, a draft pro forma invoice within 10 Working Days of the Commencement Date which shall include, as a minimum, the details set out in this paragraph 4, together with such other information as the Customer may reasonably require. If the draft pro forma invoice is not approved by the Customer, then the Supplier shall make such amendments as may be reasonably required by the Customer.
- 4.2 The Supplier shall be entitled to raise an invoice in respect of any payment which falls payable to the Supplier pursuant to the Agreement.
- 4.3 The Supplier shall invoice the Customer separately in respect of:
- 4.3.1 Mobilisation Milestone Payments – on the achievement of the payment milestone event date for the relevant Milestone in Table 1 of this Annex 2 – Charges and Payment Mechanism.
- 4.3.2 Project Milestone Payments – Quarterly, and on the achievement of the payment milestone event date for the relevant Milestone in Table 1 of this Annex 2 – Charges and Payment Mechanism.
- 4.3.3 Service Charges – Quarterly as per Table 1 of this Annex 2 – Charges and Payment Mechanism.
- 4.4 The Supplier shall ensure that each invoice contains the following information:
- 13.1.1 the date of the invoice;
- 13.1.2 a unique invoice number;
- 13.1.3 the reference number of the purchase order or contract to which it relates;



- 13.1.4 VAT Registration Number;
- 13.1.5 the Service Period or other period(s) to which the relevant Charge(s) relate;
- 13.1.6 the methodology applied to calculate the Charges (e.g. Pricing Mechanism used);
- 13.1.7 a description of the Services performed; and
- 13.1.8 any payments due in respect of the achievement of a Milestone;
- 13.1.9 the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Customer under the terms of the Agreement, and, separately, any VAT or other sales tax payable in respect of the same;
- 13.1.10 reference to any reports required by the Customer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Customer, then to any such reports as are validated by the Customer in respect of the Services);
- 13.1.11 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
- 13.1.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

4.5 Each invoice shall at all times be accompanied by sufficient information ("Supporting Documentation") to enable the Customer to reasonably assess whether the Charges detailed thereon are properly payable. Any such assessment by the Customer shall not be conclusive. The Supplier undertakes to provide to the Customer any other documentation reasonably required by the Customer from time to time to substantiate an invoice.

4.6 The Supplier shall submit all invoices and Supporting Documentation in such format as the Customer may specify from time to time to:



with a copy sent via electronic mail to:



4.7 For the avoidance of doubt, failure to provide the original invoice and the copies will result in late payment which shall not be subject to late payment charges.

4.8 All Supplier invoices shall be expressed in pounds sterling.

4.9 The Customer shall only regard an invoice as valid if it complies with the provisions of this Paragraph. Where any invoice does not conform to the Customer's requirements set out in this paragraph 4, the Customer will return the disputed invoice to the Supplier. The Supplier shall promptly issue a replacement invoice which shall comply with the same.

4.10 The Supplier shall submit invoices on a quarterly basis.

4.11 The Customer shall validate and certify invoices within 15 working days of receipt of the invoice and the associated evidence.

4.12 The Customer shall have the right to dispute, in good faith, any amount specified in an invoice submitted by the Supplier under the provisions of this Agreement. Where the Customer exercises its right to dispute an invoice, it shall notify the Supplier of the dispute, providing any supporting evidence, within 5 working days of receipt of the invoice. The Parties shall use all reasonable endeavours to resolve the dispute within 10 working days

[REDACTED]

of the dispute arising.

- 4.13 All invoices shall be due for payment within 30 elapsed days after the successful validation of an invoice.
- 4.14 In the event of a disputed amount on a given notice the Supplier shall submit a revised invoice, which shall be the balance of the original invoice, less the value of any disputed amount, as notified by the Customer. The revised invoice shall be treated as a fresh invoice and paid in accordance with this paragraph 4.
- 4.15 Where the Parties reach agreement on a disputed invoice, the Supplier shall submit an invoice to the value of the agreed amount which was previously in dispute in accordance with this paragraph 4. This invoice shall be due for payment within 30 days of receipt by the Customer.
- 4.16 All payments will be made via the Bankers' Automated Clearance.

5 PAYMENT TERMS

- 5.6 Subject to the relevant provisions of this Annex 2, the Customer shall make payment to the Supplier within 30 days of receipt of a valid invoice by the Customer at its nominated address for invoices, as specified in paragraph 4 above.
- 5.7 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.



Payment Split: Service Charge and Milestones

Table 1

		Contract One (1)	Year	Contract Two (2)	Year	Contract Three (3)	Year	Contract Four (4)	Year
		Contract Price (£)		Contract Price (£)		Contract Price (£)		Contract Price (£)	
1	Mobilisation Milestone on								
2	Service Charge (SC)								
2.1	SC Split into 4 equal quarterly payments								
3	Project Management Milestone payment on completion of Milestone								
3.1	Milestone payments per quarter: Oct, Jan, April, July								
4	Total Payments per contract year								
Total Payment									



Milestone Payments

Table 2

For clarity, the quarters in this contract refer to the months below:

Quarter 1 (Q1)	
Quarter 2 (Q2)	
Quarter 3 (Q3)	
Quarter 4 (Q4)	

Year 1

Milestone	Quarter (Qtr)	Completion date	Milestone Payment
Face-to-face inception meeting to discuss and agree the requirement with the Home Office team.	Q1	August	
Logic model workshop held	Q1	September	
Consultation with local authority-led projects. Protocol developed for working with them. Evaluation risks identified and robust mitigations developed. Data sourcing identified.	Q1	September	
Meeting with implementation partner to establish relationship and consensus on evaluation risk management and level of effectiveness of each project.	Q1	September	
Bi-monthly face-to-face meeting between [REDACTED] and Home Office team.	Q1	October	
Scoping report to establish the proposed approach to undertaking an impact evaluation across the programme submitted to the Home Office for review and agreement.	Q2	7 November or 12 weeks from announcement of grant projects (whichever is later).	[REDACTED] (payment contingent upon satisfactory delivery of the outlined milestones and submission of quarterly report of sufficient quality)
Review of the detailed requirements plan submitted for agreement by the Home Office team.	Q2	Two weeks from response from the Home Office to scoping report.	
Protocol developed in collaboration with the project areas submitted to Home Office, clarifying how over the course of the programme data and qualitative information will be collected, stored and accessed	Q2	Six weeks from response from the Home Office to scoping report.	
Bi-monthly face-to-face meeting between [REDACTED]	Q2	December	



██████████ (or equivalents) and Home Office team.			
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q2	January	
Evaluation sessions run for delivery partner data teams to upskill and share code, methods, and provide qualitative fieldwork training	Q2	January	
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. First quarterly report submitted to Home Office.	Q2	January	
Bi-monthly face-to-face meeting between ██████████ and Home Office team.	Q3	February	
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects. Co-facilitate if necessary.	Q3	April	
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated and quarterly report submitted ahead of meeting between ██████████ and Home Office team. Progress towards annual report discussed.	Q3	April	██████████ (payment contingent upon satisfactory delivery of the outlined milestones and submission of quarterly report of sufficient quality)
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q4	July	
Annual progress evaluation report submitted for review and discussed at quarterly face-to-face meeting between ██████████ (or equivalents) and Home Office team.	Q4	July	██████████ (payment contingent upon satisfactory delivery of the outlined milestones and submission of annual report of sufficient quality)
Total Milestone Payment			██████████

Year 2



Milestone	Quarter (Qtr)	Completion date	Milestone Payment
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q1	October	[REDACTED] (payment contingent upon satisfactory delivery of the outlined milestones and submission of quarterly report of sufficient quality)
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. Quarterly report submitted for discussion at face-to-face meeting between [REDACTED] (or equivalents) and Home Office team.	Q1	October	
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q2	January	[REDACTED] (payment contingent upon satisfactory delivery of the outlined milestones and submission of quarterly report of sufficient quality)
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. Quarterly report submitted to Home Office for discussion at face-to-face meeting between [REDACTED] (or equivalents) and Home Office team.	Q2	January	
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q3	April	[REDACTED] (payment contingent upon satisfactory delivery of the outlined milestones and submission of quarterly report of sufficient quality)
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. Quarterly report submitted for discussion at face-to-face meeting between [REDACTED] (or equivalents) and Home Office team.	Q3	April	
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q4	July	[REDACTED] (payment contingent upon satisfactory delivery of the outlined milestones and submission of annual report of sufficient quality)
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. Annual progress evaluation report submitted for review and discussed at quarterly face-to-face meeting between	Q4	July	



(or equivalents) and Home Office team.			
Total Milestone Payment			

Year 3

Milestone	Quarter (Qtr)	Completion date	Milestone Payment
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q1	October	[REDACTED] (payment contingent upon satisfactory delivery of the outlined milestones and submission of quarterly report of sufficient quality)
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. Quarterly report submitted for discussion at face-to-face meeting between [REDACTED] (or equivalents) and Home Office team.	Q1	October	
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q2	January	[REDACTED] (payment contingent upon submission of quarterly report of sufficient quality)
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. Quarterly report submitted for discussion at face-to-face meeting between [REDACTED] (or equivalents) and Home Office team.	Q2	January	
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q3	April	[REDACTED] (payment contingent upon satisfactory delivery of the outlined milestones and submission of quarterly report of sufficient quality)
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. Quarterly report submitted for discussion at face-to-face meeting between [REDACTED] (or equivalents) and Home Office team.	Q3	April	
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner	Q4	July	[REDACTED] (payment contingent upon satisfactory delivery of



and local projects, and co-facilitated if necessary.			the outlined milestones and submission of annual report of sufficient quality)
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. Annual progress evaluation report submitted for review and discussed at face-to-face meeting between [REDACTED] (or equivalents) and Home Office team.	Q4	July	
Total Milestone Payment			[REDACTED]

Year 4

Milestone	Quarter (Qtr)	Completion date	Milestone Payment
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q1	October	[REDACTED] (payment contingent upon satisfactory delivery of the outlined milestones and submission of quarterly report of sufficient quality)
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. Quarterly report submitted for discussion at face-to-face meeting between [REDACTED] (or equivalents) and Home Office team.	Q1	October	
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q2	January	[REDACTED] (payment contingent upon satisfactory delivery of the outlined milestones and submission of quarterly report of sufficient quality)
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. Quarterly report submitted for discussion at face-to-face meeting between [REDACTED] (or equivalents) and Home Office team.	Q2	January	
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q3	April	[REDACTED] (payment contingent upon satisfactory delivery of the outlined milestones and submission of
Data collected, analysed and quality assured. Evaluation risks and	Q3	April	



mitigations reviewed and updated. Quarterly report submitted for discussion at face-to-face meeting between [REDACTED] (or equivalents) and Home Office team.			quarterly report of sufficient quality)
Monitoring/evaluation information contributed to lessons learned workshops with implementation partner and local projects, and co-facilitated if necessary.	Q4	July	[REDACTED] (payment contingent upon satisfactory delivery of the outlined milestones and submission of annual report of sufficient quality)
Data collected, analysed and quality assured. Evaluation risks and mitigations reviewed and updated. Annual progress evaluation report submitted for review and discussed at quarterly face-to-face meeting between [REDACTED] (or equivalents) and Home Office team.	Q4	July	
Final evaluation findings/report (for all 4 years of the Fund) submitted for discussion with the Home Office team and wider stakeholders.	Q4	(submitted after final milestone payment if necessary) September	
Total Milestone Payment			[REDACTED]

Annex 3

Schedule B Lot 2 Specification

1. PURPOSE

- 1.1 To act as the Evaluation Partner for the Home Office's Trusted Relationships Fund, supporting the planning and delivery and evaluation of projects that have been successful in applying for grant funding.

2.1 BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Tackling Exploitation and Abuse Unit in the Crime, Policing and Fire Group (CPFG) leads on policy including online and offline child sexual exploitation, missing adults and children and reviews of organisations' handling of non-recent child abuse.

3 BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Trusted Relationships Fund will provide [REDACTED] over [REDACTED] (pending the next Spending Review) to support local authorities and partners to deliver projects to support young people aged 10-17 who have been identified as at risk of child sexual exploitation, gang exploitation including county lines, and peer abuse.
- 3.2 The application process for the grant fund is underway and successful projects will be announced over the summer. It is envisaged that approximately ten local authorities will be awarded funding to deliver projects in their area.
- 3.3 The Evaluation Partner will work with the successful local authorities and partners to develop data collection methodology, monitoring processes and to support set up of the projects so that they are conducive to a robust evaluation. The Evaluation Partner will then undertake both project level and programme wide evaluations over the course of the Trusted Relationships programme.

4 SCOPE OF REQUIREMENT

- 4.1 We are looking for an Evaluation Partner to work with the Home Office team, the successful local authorities and their local delivery partners over the course of the Trusted Relationships programme.
- 4.2 Although there is emerging evidence on elements that can make interventions with young people more likely to be successful, there is still a lot to learn. Through this fund we hope to establish new evidence, and strengthen existing evidence, on what works to prevent young people's involvement in exploitation and abuse in order to inform cost effective commissioning going forward.
- 4.3 An Implementation Partner will be separately contracted to provide support to local areas with project set up and delivery, and will troubleshoot implementation issues with local delivery partners as and when the need arises. We expect the Evaluation Partner and the Implementation Partner to work hand in hand to support grant recipients who have been successful to set up and run their project in a way that can be robustly implemented, monitored and evaluated.
- 4.4 The detail of the work programme will to an extent be dependent on the outcome of the grant funding competition that is currently live. Approximately ten projects will be successful in receiving grant funding, which may be based anywhere in England and grant applicants will propose their own intervention models. Successful projects are due to be announced over the

[REDACTED]

summer, at which point the successful Implementation Partner and Evaluation Partner will be able to develop and refine their respective detailed work plans.

5 THE REQUIREMENT

The Evaluation Partner will:

- 5.1.1 Design and conduct a process evaluation across the Trusted Relationships Fund projects, drawing on qualitative and quantitative data, to assess whether interventions are being set up and delivered as intended.
- 5.1.2 Produce a scoping report to establish the proposed approach to undertaking an impact evaluation across the programme, using quasi-experimental methodology where possible. As part of this the Evaluation Partner will need to work with the local authorities to identify data sources that are available and could be used as output/outcomes measures for monitoring and for impact evaluation, set out any remaining data collection that would need to be implemented to assess outputs/outcomes and work with local areas to put these in place. Considerations should include data availability, ethical issues, and sample size requirements. Based on this the Evaluation Partner will assess the feasibility of carrying out an impact evaluation of the interventions, using either experimental or quasi-experimental methods and associated cost-benefit analysis.
- 5.1.3 The precise details of the impact evaluation would then be dependent on the feasibility study but should aim to measure change in outcomes in intervention areas/with intervention groups compared to a suitable counterfactual on key outcome indicators associated with the aims and objectives of the Trusted Relationships fund. Through this impact evaluation we hope to gain an understanding of i) how, why and under what circumstances the interventions funded work to protect young people from exploitation and abuse; ii) the respective effectiveness of each project model in comparison with each other; and iii) the impact of the Fund over and above what would have happened without the intervention.

Tenderers should note that following receipt of the scoping report the Home Office will consider the recommended methodological approach, which will be discussed and agreed with the Evaluation Partner, pending any required adjustments.

- 5.1.4 Put in place consistent monitoring and evaluation arrangements across the projects to enable comparative conclusions on both process and impact throughout and at the end of the programme *(bearing in mind the need not to place disproportionate new data collection burdens on local authorities and partners)*.
- 5.1.5 Collate, analyse and interpret quantitative and qualitative information collected by the individual local delivery organisations as and when appropriate across the projects, considering the value of existing assessment tools. *(The evaluation partner will need to adhere to relevant data security procedures and ethics codes, including data protection legislation)*.
- 5.1.6 Execute annual summative evaluations throughout the programme, examining individual programme elements and the programme as a whole.
- 5.1.7 Support successful local authorities and partners to strengthen their capacity and capability to collect, collate and interpret relevant data and implement improvements to the programme as a result.

- 5.1.8 Work with the separately contracted Implementation Partner who will lead on dissemination of learning from the fund's projects, among project areas and beyond, over the life of the programme.

6 KEY MILESTONES

The Potential Provider should note the following project milestones that the Customer will measure the quality of delivery against:

Milestone	Description	Timeframe
1	A face to face inception meeting to discuss and agree the requirement with the Home Office team.	Within week 1 of Contract Award
2	A proposed process evaluation methodology drawing on qualitative and quantitative data.	Within 4 weeks of announcement of successful grant projects
3	A scoping report to establish the proposed approach to undertaking an impact evaluation across the programme, using quasi-experimental methodology where possible.	Within 12 weeks of announcement of successful grant projects
4	Following a decision on evaluation methodology, a review of the detailed requirements plan for agreement with the Home Office team.	Within 2 weeks of Home Office response to evaluation methodology proposal
5	A protocol, developed in collaboration with the project areas, clarifying how over the course of the programme data and qualitative information will be collected, stored and accessed.	Within 6 weeks of Home Office response to evaluation methodology proposal
6	Support to the project areas to collect and collate the required data and qualitative information.	Ongoing
7	Up to March 2019, face to face meetings every other month with the Home Office team to discuss progress and findings, and flag risks or issues at the earliest opportunity. After March 2019 these will move to quarterly. Quarterly written progress reports throughout, summarising early findings and identifying emerging risks.	Every other month to March 2019 and quarterly thereafter
8	Annual evaluation reports (these can be combined with reports specified above where the timings coincide and in a format agreed with the Home Office team). In the event that funding continues for years 3 and 4, the year 2 annual report should include recommendations	Annually

	for which projects should continue to receive central funding.	
9	Support the separately procured implementation partner to disseminate learning over the course of the programme, through at least bi-annual knowledge sharing and networking events.	Bi-annually
10	Final overall evaluation report.	At programme end
11	Practical interim and final reports for use by other local areas who are considering setting up similar projects.	Annually

7 CUSTOMER'S RESPONSIBILITIES

- 7.1 The Customer will meet with the Supplier at regular intervals as specified in section 7 above.
- 7.2 The Customer will arrange access to its premises for meetings taking place at the Customer's location.
- 7.3 The Customer will conduct its own assurance checks on the monitoring and quality systems adopted by the Supplier for performance of the requirements. This may take the form of site visits to any of the grant recipients' location to verify the management and monitoring supports systems developed by the Supplier for the benefit of the grant project(s).

8 REPORTING

- 8.1 The Evaluation Partner will submit a written report outlining initially a. progress in establishing monitoring and evaluation processes and, in due course, b. emerging findings on the process and impact of the respective projects and the programme as a whole. These written reports will inform the face to face meetings to be held with the Home Office team, initially held every other month moving to quarterly after March 2019.

9 VOLUMES

- 9.1 The Customer expects to fund up to 10 local-authority lead grants but this may be more dependent on outcome of the grant application process that is scheduled to conclude in July 2018.

10 CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered based on learning throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Customer during monthly Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

11 SUSTAINABILITY

- 11.1 The purpose of the evaluation findings will be to improve the evidence base on what works to protect vulnerable young people from abuse and exploitation, to improve service delivery within project areas and beyond, both within and past the life of the programme.

12 QUALITY

- 12.1 The Potential Supplier will be expected to work to ISO 9001 standards for the quality management systems the Supplier intends to adopt as part of its own assurance systems for this service and for the quality management systems to be set up for each grant project.

13 PRICE

- 13.1 Prices are to be submitted via the eSourcing portal using the Customer's pricing template: Schedule A – Price Schedule and should be excluding VAT.

14 STAFF AND CUSTOMER SERVICE

- 14.1 The Customer requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 14.2 Potential Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract. The Provider organisation should be able to demonstrate expertise in designing and setting up complex impact evaluations; experience in conducting process evaluation studies; and knowledge of relevant sectors.
- 14.3 The Potential Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

15 SERVICE LEVELS AND PERFORMANCE

- 15.1 The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Project management	Supplier to provide proposed process evaluation methodology drawing on qualitative and quantitative data.	100%
2	Project management	Supplier to provide scoping report to establish proposed approach to undertaking an impact evaluation across the programme.	100%
3	Data collection	Supplier to produce a protocol, developed in collaboration with project areas, clarifying how over the course of the programme data and qualitative information will be collected, stored and accessed, within 12 weeks of announcement of successful projects.	100%
4	Reports	Supplier to provide fortnightly reports to capture learning on process and impact across all of the projects and on the programme as a whole.	100%

5	Meetings	Supplier will meet with the grant projects personnel quarterly to evaluate the process and impact of projects.	100%
6	Meetings	Supplier will meet with the Customer personnel monthly to review progress on evaluation and action plans.	100%
7	Reports	Supplier to provide annual evaluation reports (these can be combined with reports specified above where the timings coincide and in a format agreed with the Home Office team).	100%
8	Knowledge sharing	Supplier to support the separately procured evaluation partner to disseminate learning over the course of the programme, through at least bi-annual knowledge sharing and networking events, by feeding in findings from monitoring and evaluation activities.	100%
9	Reports	Supplier to provide final process and impact evaluation report at the conclusion of the programme.	100%
10	Reports	Supplier to provide practical interim and final reports for use by other local areas who are considering setting up similar projects.	100%

16 INTELLECTUAL PROPERTY RIGHTS (IPR)

16.1 As specified in Clause 9 of the Terms and Conditions.

17 PAYMENT

17.1 Payment will be made quarterly and in arrears over the life of the Contract.

17.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

17.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

17.4 The Customer's payment mechanism is as specified in Annex 2 of the Terms and Conditions.

18 ADDITIONAL INFORMATION

18.1 In the event that issues arise between suppliers or with project areas which may not be easily resolved, suppliers should escalate such to the designated Home Office personnel.



19 LOCATION

- 19.1 The Services shall be performed at the successful supplier's location, however regular travel to successful project areas will be required.

Annex 4
DISPUTE RESOLUTION PROCEDURE

Dispute Resolution Procedure

DISPUTE ARISES

- 1 If a Dispute arises then:
 - 1.1 the Customer and the Supplier shall attempt in good faith to resolve the Dispute; and
 - 1.2 if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Party may issue to the other a Dispute Notice.

A Dispute Notice:

 - 1.3 shall set out:
 - 1.3.1 the material particulars of the Dispute;
 - 1.3.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen.
- 2 Following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:
 - 2.1 first by commercial negotiation;
 - 2.2 then if commercial negotiation cannot resolve the dispute by mediation; and
 - 2.3 lastly by litigation if mediation cannot resolve the dispute (in accordance with Clause 6.
- 3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice.

COMMERCIAL NEGOTIATION

- 4 Following the service of a Dispute Notice, the Parties shall first make reasonable endeavours to resolve the Dispute within 30 working days as soon as possible by commercial negotiation between their chosen representatives.
- 5 If:
 - 5.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution; or

- [REDACTED]
- 5.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation; or
- 5.3 either Party has served a written notice to proceed to mediation (a "Mediation Notice"). the Parties can proceed to mediation.

MEDIATION

- 6 If the Parties proceed to mediation they shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Agreement which is current at the time, which shall be deemed to be incorporated by reference into this Contract.
- 6.1.1 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within 20 Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 6.1.2 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of the settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 6.1.3 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.



Supplier's Proposal

Omitted – Commercial in Confidence