



INDEPENDENT INQUIRY CHILD SEXUAL ABUSE

Broome Gekoski

[redacted]

12/06/2019

CONTRACT AWARD LETTER

CONTRACT FOR: IICSA: 1179 Mixed methods study with victims and survivors of child sexual abuse to explore their views and experiences of support services.

1. The documents listed below form a binding Contract (the "Contract") between the Secretary of State for the Home Department ("the Home Office"), represented by the Independent Inquiry into Child Sexual Abuse (the "IICSA") and Broome/Gekoski with offices at [redacted] (the "Contractor"):
 - (i) This Contract Award Letter.
 - (ii) The Specification (Annex A to the Invitation to Tender (the "ITT")) **Annex A**.
 - (iii) The Conditions of Contract (Parts A and D (read together) (Annex B to the ITT)) **Annex B**.
 - (iv) The tender submitted by the Contractor, dated 08/04/2019, **Annex C** including;
Annex C(i) Supplier CVs
Annex C(ii) Data Management, Security and Confidentiality clarification
Annex C(iii) Quality clarification
 - (v) Your complete Price Schedule, as amended, 08/04/2019, **Annex D**.
 - (vi) The Home Office, represented by the IICSA accepted clarification emails submitted during the tendering process. Responses to all questions were provided to all potential suppliers via the CCS e-sourcing portal (see **Annex E** for full clarification questions from potential suppliers and the IICSA responses).
2. In the event of conflict between any of the documents forming the Contract, the conflict shall be resolved by giving precedence to the documents in the order set out above at paragraph 1.
3. The Home Office, represented by the IICSA, and the supplier accept the following clarification:

The following additions to the ITT were discussed during the clarification process and have been revised accordingly and take precedence over the information outlined in both the Inquiry's specification and Broome Gekoski's bid.

 - i. The final recontact sample contains 634 respondents.

- ii. Qualitative interviews will be undertaken with three groups of respondents: those who have not accessed support services, those who have had a positive experience of support services and those who have had a negative experience of support services.
- iii. In each group a minimum of six and a maximum of ten interviews will be conducted.
- iv. The survey will be administered online and supplemented with alternative methods of completion where required, this will include via telephone and paper copies.
- v. The project will run from June 2019 to August 2020. Timelines will need to be revised accordingly.
- vi. Broome Gekoski will need to ensure that adequate time and resources are allocated to the Inquiry's demanding review and sign off process.
- vii. Data provided by ONS/[redacted] can only be used to inform sampling and create a representative sample. Therefore, Broome Gekoski will need to collect demographic information from respondents for use in analysis.
- viii. Respondents in the recontact sample should be contacted via their preferred methods, for example telephone if that was mentioned as their first choice, and a minimum of four contact attempts will be made.
- ix. All members of the project team will attend a bespoke three hour safeguarding training session, in person where possible. The training will also be available via video conference or phone for those who cannot physically attend. This training is likely to take place on [redacted].
- x. A break clause enabling the termination of the contract between Broome Gekoski and IICSA should the subcontract between Broome Gekoski and the University of Hertfordshire be unsuccessful will be included in the contract.
- xi. The payment milestones have been adjusted and recalculated. The updated milestones can be found in section nine of the ITT specification.
- xii. The briefing note outlined in 4.7.1 is now deliverable in July 2019 and the output for the new milestone (2) has been updated in the ITT specification.

The ONS as joint data controllers have also asked for the following amendments to be made to the contract

- xiii. The appointed supplier cannot instruct [redacted] (or vice-versa) to undertake anything unless the ONS/IICSA agree.
- xiv. Both the ONS and IICSA must be cc'd in on all communications between both parties ([redacted] and Broome).
- xv. Under section 4.2.2 of the specification ONS only received ethical approval to ask respondents if they would be willing to be recontacted by IICSA or another research organisation commissioned by IICSA to take part in further research. ONS did not give ethical approval for the project itself.
- xvi. Under section 4.3.1 ONS would like to make clear that any personal data transferred must not be shared with the Inquiry and that any data other than contact details must only be used to inform the sampling process with the aim of creating a representative sample.
- xvii. The ONS recontact data must be deleted by December 31st 2019 as specified in the CSEW when respondents gave permission for their data to be passed on. Evidence of the deletion of data, including audit trails, is required by the ONS.

- 4. In consideration of the full and proper performance by the Contractor of this Contract and subject to the other terms of this Contract, the Home Office, represented by the IICSA, shall pay the prices, rates and expenses specified in the price schedule at Annex C.

Contract Term

6. Subject to any termination provisions within the Contract, the term of the Contract shall commence on **20/05/2019 (the “Effective Date”)** and shall **terminate on 19/08/2020**. The Home Office, represented by the IICSA, reserves the right to extend the term of the Contract by up to 3 months, from 20/08/2020 to 19/11/2020 by giving the Contractor not less than one month's written notice. No extension is guaranteed.

Prices and Invoicing

7. The value of the Contract is **£60,842.00 (exclusive of Value Added Tax (VAT))**. The rates that apply shall be those submitted by the tenderer in the Price Schedule at Annex D, dated 08/04/2019.

The Contractor shall be paid for all work undertaken as part of the Contract, at the appropriate rates at Annex D, dated 08/04/2019.

The Contractor must not exceed this maximum value without the prior written approval of the IICSA.

8. All charges shall remain unchanged for the period of the contract. Should the contract be subject to review, linked to indexation, the review will be varied in line with the Office of National Statistics Average Earnings Weekly Index (Regular Pay) Payments (excluding bonuses) with effect on the third anniversary of the Effective Date. This will be based on the index average increase or decrease for the previous year using the most recent published figure over a 12 month period. Any increase or decrease will be capped at 2%.
10. No price variation shall be retrospective. The Contractor may propose price reductions at any time.
11. The Contractor should submit all invoices by email to [redacted] and copy to the IICSA Operational Point of Contact and the Commercial Contract Manager.

All invoices must include the purchase order number, an invoice number, the invoice date, a description of services carried out, price breakdown and the price payable. Failure to do so will result in a delay in payment for which the IICSA cannot be held responsible.

Contract Representatives

12. The Home Office's representatives for this Contract, represented by the IICSA:

[redacted], Director IM, IT, Research and Analytics shall act as Senior Responsible Owner for the Contract on behalf of the IICSA.

[redacted], Principal Researcher shall act as the Operational Point of Contact on behalf of the IICSA.

[redacted], Contract Manager shall act as the Commercial Contract Manager on behalf of the IICSA.

13. The Contractor's representative for this Contract is:

[redacted], Director of Broome/ Gekoski shall act as Project Manager for the Contract on behalf of Broome/ Gekoski.

14. In addition, the Key Personnel delivering the Contract are as follows:

[redacted]
Email: [redacted]

[redacted]
Email: [redacted]

[redacted]
Email: [redacted]

[redacted]
Email: [redacted]

[redacted]
Email: [redacted]

Tax

15. The Home Office may consult Her Majesty's Revenue and Customs (HMRC) for advice as to whether Schedule D or E tax applies to payments made under this Contract. The decision will be based upon the content of the Contract. Copies of the Contract may be submitted to HMRC. As there may be some delay before the decision is made, it may be necessary for the Home Office to deduct tax from early payments under the Contract. Such tax will be refunded if HMRC advise that Schedule D tax applies.

Premises

16. The Services shall be performed at locations to be advised by the Home Office, represented by the IICSA. Arrangements shall be formally confirmed at the start of the Contract.

Execution

17. The Parties have executed and delivered this Contract as of the Effective Date.

Signed

Signed

Name

Name

Position

Position

Date

Date

for and on behalf of the
Home Office

for the Contractor

Please confirm acceptance of this Contract as soon as possible by signing and returning this document to [redacted] via [redacted]. The Home Office, represented by the IICSA, will accept a PDF version.

SPECIFICATION

1. Introduction

1.1 The Independent Inquiry into Child Sexual Abuse ('the Inquiry') is seeking to commission a research organisation to deliver a mixed methods study (briefing note, survey and interviews) with victims and survivors of child sexual abuse to explore their experiences and views on support services.

1.2 The Inquiry is seeking to appoint a supplier with expertise in conducting surveys and in-depth qualitative interviews. The sample will consist of participants from the 'Experiences of Childhood Abuse' module in the 2018/19 Crime Survey for England and Wales (CSEW) which is currently in the field (fieldwork is due to end March 2019) and who have agreed to participate in further research by the Inquiry. The supplier must have a proven track record of delivering ethical, high quality research projects for government or other high profile clients, and an excellent understanding of child sexual abuse and support services. They must also have advanced project management skills, with the capacity to deliver project deliverables on time, be responsive to queries, and have the ability to write research outputs for non-technical audiences in plain, accessible language, including participation in a demanding review process with multiple rounds of feedback.

2. Background to the requirement

2.1 The Inquiry was established in 2015 to consider the extent to which the State and non-State institutions have taken seriously their duty of care to protect children from sexual abuse in England and Wales. The Inquiry will identify institutional failings where they are found to exist, demand accountability for past institutional failings, and support victims and survivors to share their experience of child sexual abuse. The Inquiry will also make practical recommendations to ensure that children are given the care and protection they need.

2.3 The Inquiry has a dedicated research function¹, set up to generate new insight into child sexual abuse that will help inform the Inquiry's recommendations, as well as contributing to and advancing the evidence base more broadly. This is achieved through a combination of drawing learning together from existing research and, undertaking primary research to fill key evidence gaps about child sexual abuse.

3. Scope of the requirement

3.1 The Inquiry has worked with the Office for National Statistics (ONS) to include a recontact question on their 'Experiences of Childhood Abuse' module in the 2018/19 CSEW. This question asks respondents whether they would be willing to be contacted for further research around child sexual abuse. Those respondents who have agreed are hereafter referred to as the 'recontact sample'. There were 237 individuals at the six-month point of the CSEW module who agreed to take part in future research by the Inquiry. We estimate that around 500-600 people will be in the final recontact sample. The sample is dispersed across England and Wales.

3.2 This mixed methods study with victims and survivors of child sexual abuse aims to:

- Understand their experiences and views of support services;
- Explore the unmet need for support services
- Explore barriers to accessing support and why some victims and survivors do not access support services at all.

¹ <https://www.iicsa.org.uk/research>

3.3 The study consists of three elements:

- A short briefing note on the current policies and guidance on support available to victims of child sexual abuse (for example the Victims Code) to help contextualise the research
- A survey of those in the CSEW recontact sample who have accessed support services
- Semi-structured interviews with those who have not accessed support services.

4. The Requirement

4.1. Overview

4.1.1 Working closely with the Inquiry, the supplier will deliver this project in accordance with the Inquiry's vision and objectives of the research, and manage effectively the various ethical and practical complexities it presents. Specifically, the supplier will lead on and deliver all aspects of the project, including:

- securing ethical approval and managing ethics and safeguarding more broadly (see 4.2)
- managing the recontact sample (4.3)
- writing a briefing note (max 5 pages) on the current policies and guidance on support available to victims and survivors of child sexual abuse (4.4)
- designing, testing, administering and analysing the survey with approximately 500-600 people in the recontact sample (4.5)
- completing and analysing 6-7 semi-structured interviews with those who have not accessed support services (4.6)
- writing a report (4.7)
- participation in relevant dissemination and stakeholder engagement activities (4.8).

4.2 Ethics

4.2.1 The Inquiry's research is delivered to the highest ethical standards and all research conducted or commissioned by the Inquiry must adhere to the Inquiry's Research Code of Ethics². The Inquiry's Research Team have to approve all research instruments and any associated documents that form part of the research prior to use.

4.2.2 Ethical approval for the project has already been received from the ONS. However, the appointed supplier is required to obtain ethical approval from the Inquiry's Research Ethics Committee prior to conducting fieldwork, in addition to any ethical approval required by their own organisation. The supplier will be expected to provide the Inquiry's Research Ethics Committee with a detailed account of ethical protocols and planned practice including compliance with data protection and GDPR requirements as part of the ethical approval process. The Inquiry's ethics process may take up to four weeks and must be factored into the supplier's timetable. The supplier will be required to clarify any elements of their application as necessary with the Inquiry's Research Ethics Committee by telephone or videoconference.

4.2.3 The supplier must ensure that all participants give informed consent to take part. The supplier will be responsible for developing the consent process and materials for this research (including information sheets and consent forms). Any processes and materials relating to consent will need to be approved by the Inquiry's Research Ethics Committee as part of the ethical approval process prior to use.

4.2.4 The supplier will work to the Inquiry's safeguarding policy and procedures for research. The supplier will work with the Inquiry, and participating organisations, in establishing safeguarding and support mechanisms (including disclosure protocols) which meet the needs of the research participants and the requirements of the Inquiry. Careful consideration must be given to the provision of robust safeguarding and support arrangements for all research participants and for the supplier's research staff. Support arrangements are required to be in place prior to fieldwork taking place and after fieldwork has been completed. There are specific safeguarding issues associated with this research including contacting known victims and survivors, and potential suppliers must show evidence of their processes for handling

²<https://www.iicsa.org.uk/research-seminars/research/ethics-and-governance>

disclosures of child sexual abuse made by participants during the interview or any other safeguarding issues that may arise in the course of this research. The Inquiry will require the appointed supplier to undertake its safeguarding training prior to the commencement of fieldwork. The training will take place over one day at the Inquiry's London office and the attendance of which will be included in the budget.

4.2.5 Consideration will also need to be given to the differing safeguarding requirements of the data collection methods that will be used in this mixed methods research e.g. interviews will be longer and more in-depth than the surveys.

4.3 Recontact sample

4.3.1 As part of the agreement between the Inquiry and the ONS, the contact details of the recontact sample will be transferred directly from [redacted] to the supplier ([redacted] being the organisation that the ONS appointed to run the CSEW and who holds the recontact sample data). The appointed supplier will be responsible for storing and processing of this information. Potential suppliers must provide evidence that this information will be stored, transferred and managed securely, in accordance with both the Inquiry's and the ONS' security procedures, and that they have the capability to ensure this (please see Section 7 for further details). The recontact details must not be shared with the Inquiry. It is possible that additional information (including demographics and experiences of child sexual abuse) will be supplied along with the contact details. However, if that is not possible, the supplier may need to obtain this information from the survey (see 4.5).

4.4 Briefing note

4.4.1 The appointed supplier will undertake a review of the current policies and guidance on support services for victims and survivors of child sexual abuse in England and Wales prior to developing the survey and interviews. This would take the form of a short (up to 5 pages) briefing note to contextualise the research. This should cover government, statutory policies and guidance, as well as third sector policies and guidance. This briefing note will be published as part of the final research report.

4.5 Survey

4.5.1 Preparation of survey: A critical first step in designing this research is to clearly define what is meant by support services. The appointed supplier will work with the Inquiry to agree this definition. There are a number of different breakdowns of services - service providers can be statutory, voluntary, private or informal. These services can be specialist or generalist in relation to child sexual abuse. Support services are provided across different sectors such as social, healthcare, legal and a number of different types of support are provided (for example, talking therapies). The Inquiry is keen to draw comparisons between these different variables. We ask that the supplier will work with the Inquiry's research team to do the following:

- Ensure that the questionnaire (and interview schedule) are based upon a comprehensive definition of support services and consider how best to capture this definition within the questionnaire and interview.
- Consider how best to help participants articulate the services they accessed and accurately record this in the survey and interviews, for example through asking participants to select from a pre-defined list of support services, or asking participants to name the service they accessed and manually categorising these services afterwards.

4.5.1 Sample and recruitment: The main component of this research is a survey to collect quantitative data from participants who have accessed support services. This sample will include everyone in the recontact sample who has accessed support services at some point in their life. The appointed supplier will develop an approach to 'screen out' those who have not accessed support services from the survey, and identify them for potential inclusion in the interview cohort (see 4.6). The appointed supplier will be responsible for contacting the recontact sample to ask whether they will participate in the research, and arranging and conducting all survey interviews. We are aiming for a response rate of at least 75%. We expect that the fieldwork period for this project will start no later than [redacted] as first contact with the individuals from the recontact sample need to be made before [redacted]. Potential suppliers should set out an indicative plan

for the fieldwork period, including processes to monitor and maximise response rates (e.g. number and pattern of calls to establish contact). The appointed supplier must also explain how they will ensure that underrepresented groups participate in the research through extra encouragement during recruitment. From the initial CSEW data we are aware that the sample is biased and that certain groups are less likely to agree to be recontacted and participate in this research, these groups include men and individuals from ethnic minorities. The survey instrument, transfer and storage of data must comply with data protection legislation.

4.5.3 Testing and administering of survey: We suggest that telephone interviewing be used for the survey, but suppliers are encouraged to propose the most efficient and cost-effective methods for administering the survey. Suppliers should also explain their capacity and experience in administering the proposed methodology, and provide their methods to minimise likely attrition rates and maximise response rates for the survey. The supplier will be responsible for developing the questionnaire, and sourcing any equipment. This includes testing and piloting the questionnaire. The administration of the questionnaire and collection of the data must be done using secure IT systems and in compliance with data protection legislation. Questionnaires, survey tools, consent processes and materials, and any equipment or software used for administering surveys and collecting the data will need to be approved by the Inquiry prior to use. Potential suppliers should set out how they would address quality issues associated with questionnaires administered by the proposed method. For example, suppliers should address issues associated with the length of the data collection period, ensuring participants will understand the questions posed, response rates and bias in the characteristics of those who choose to respond.

4.5.4 Survey content: The survey should explore participants' experiences and views of support services. The content covered below is indicative based on our current expectations but is open to additional points and suggestions as the survey development progresses:

- To obtain information about the recontact sample. In case[redacted] cannot transfer information on the demographics and child sexual abuse experiences to the supplier (see 4.3), the appointed supplier will collect information on:
 - Participants' sex, age, ethnicity, socio-economic status etc.
 - The child sexual abuse experienced such as age at the time of abuse, where the abuse took place, who the perpetrator was etc.
 - Whether the abuse had an institutional link (that is, the abuse took place in an institution, was perpetrated by someone working in an Institution, or the victim/survivor made a disclosure about the abuse to an institution).
 - Whether the participant reported the abuse to anyone
 - Whether participants have accessed support services. Those who **have** accessed support will be routed to complete the rest of the survey, those who **have not** accessed support will be invited to take part in the qualitative interviews.
- To learn about the types and experiences of support services participants accessed including the pathway to accessing services. We want to draw comparisons between different types of services, service providers and types of support. Questions should cover:
 - If the service was statutory/voluntary and specialist/generalist
 - What type of support was accessed (e.g. talking therapies)
 - How participants accessed the service and whether there was any confusion or uncertainty in accessing the service
 - When, where and for how long the service was accessed, including how far the participant travelled to access the service
 - Whether the victims/survivors declared that they had experienced child sexual abuse when they accessed support.
- To understand what differences in experience, perception and impact there are between different services, including barriers to accessing services:
 - Availability (ease of access, waitlists etc)
 - Suitability of the service
 - Eligibility for accessing services (e.g. diagnosis or age)
 - Satisfaction with services
 - Impacts of using these services on healing and recovery from abuse

- How perceptions of services have changed over time (e.g. at the time of abuse compared to present day).
- Whether participants perceived any barriers in accessing support
- To understand the perceived unmet need for support services. The Inquiry is particularly interested in understanding more about the provision of support services and whether these services are adequately meeting victims and survivors' needs. Questions could include:
 - If participants stopped accessing services, reasons for doing so;
 - If there are there any additional services that participants would like to access;
- Gathering recommendations from victims and survivors for the ongoing provision of services will also be an important part of this research.

4.5.5 Analysis of survey data: The supplier will be responsible for data management, cleaning and analysis of the survey data. Suppliers should present plans of how they will conduct quantitative analysis on the survey data (including any considerations that may affect analysis, for example sample size and scope for conducting inferential tests), in order to address the research questions. Findings must ensure participant anonymity, and should draw out specific themes. Consideration will need to be given to the use of any software tools for managing and analysing data. Security and sensitivity of data will also need to be considered.

4.5.6 Breakdowns needed in the analysis: The Inquiry is particularly interested in specific comparisons of variables in the dataset, including:

- Abuse types - whether access, perception and experience of support services differ between those who experienced familial or institutional abuse
- Service types - comparisons between statutory and voluntary organisations, and specialist and generalist services. Also consideration of organisations that have a mixture of these service types (if possible).
- Support types - e.g. talking therapies, healthcare interventions, support groups
- Demographic information - differences between men and women, and different age and ethnic groups, differences for LGBT respondents
- Additional breakdowns that are identified by the supplier or the Inquiry as key findings during the analysis that might be of interest to the Inquiry.

4.6 Interviews

4.6.1 Sample and recruitment for interviews: The second aspect of the research is a small number (roughly 6-7) of qualitative interviews with participants who have not accessed support services. These interviews will be conducted with participants of the recontact sample who were 'screened out' of the survey due to the fact that they have not accessed support services. We ask that the appointed supplier isolates this sub-sample of participants who have not accessed support services and develops a separate interview schedule. If the sample of participants who have not accessed support is large enough, the supplier must ensure that underrepresented groups participate. The supplier should ensure that there is an even split across the different demographic characteristics of those in the sample. For example, the final sample should contain a relatively even number of men and women as if possible well as including men and women participants from BAME backgrounds. Suppliers should clearly outline in their bids how they would ensure the participation of these underrepresented groups.

4.6.2 Testing and delivering the interviews: The Inquiry proposes that telephone interviewing is used to collect data for this aspect of the research but suppliers are encouraged to propose the most efficient and cost-effective methods for conducting the interviews. Suppliers should also explain their capacity and experience in administering the proposed methodology and provide their methods to maximise participation of respondents. The supplier will be responsible for developing the interview schedule and sourcing any equipment. This includes testing and piloting the interview schedule. The administration of the interviews and collection of the data must be done using secure IT systems and in compliance with data protection legislation. Interview schedules, interview tools, consent processes and materials, and any equipment or software used for conducting interviews and collecting the data will need to be approved by the Inquiry prior

to use. Potential suppliers should set out how they would address quality issues associated with interviews, for example ensuring participants will understand the questions posed. We expect that the fieldwork period for this project will start no later than [redacted] as first contact with the individuals from the recontact sample need to be made before [redacted]. Potential suppliers should set out an indicative plan for the fieldwork period, including processes to monitor and ensure participation from the required number of participants (e.g. number and pattern of calls to establish contact).

4.6.3 Interview content: the interview schedule will need to collect basic demographic information from victims and survivors (unless this is covered within information transferred from [redacted], see 4.3) and focus on the following broad research aims:

- To understand more about victims and survivors' reasons for not accessing support services and any barriers to access
- To learn about victims and survivors' perceptions of support services, for example availability
- To understand what services victim and survivors think are available to them and how to access them, for example different service providers and types of support.
- To explore whether there is an unmet need for services which impacts on whether victims and survivors access support

4.6.4 Analysis of interview data: The supplier will be responsible for the recording, transcription, redaction, coding and analysis of the interview data. Suppliers should present plans of how they will conduct qualitative analysis on the interview data in order to address the research questions. Findings must ensure participant anonymity, and should draw out specific themes. Suppliers should also consider how the analysis of both data sets can compliment one another, and take into consideration that this is a mixed methods project. Consideration will need to be given to, for example: the use of any software tools for managing and analysing data, as well as the theoretical and analytical frameworks to be used. Security and sensitivity of data will also need to be considered at this stage.

4.7 Reporting

4.7.1 The following outputs will be delivered by the appointed supplier:

Output	Indicative deadline
Briefing note	[redacted]
Delivery of full questionnaire and interview schedule as well as confirmation and evidence of 250 responses to online survey.	[redacted]
Anonymised survey dataset and transcriptions of the qualitative interviews	[redacted]
A five page document summarising the key research finding as well as a presentation of these findings to Inquiry staff	[redacted]
First full draft of the research report	[redacted]
Full research report signed-off	[redacted]

4.7.2 The final research report must be of a publishable standard as detailed in Section 5. The report will cover the research findings, including from the briefing note, the survey and interviews and must integrate the mixed methods in a coherent and clear way. Appendices detailing the methodology must be included in the final report but should be limited to essential information. The final research report must be written and presented in an accessible and engaging style for publication as part of the Inquiry's research report series, using plain English and avoiding academic or professional jargon. Wherever possible, the supplier should

use graphs, infographics, quotes, case studies, flowcharts, examples and other tools to make the report visually engaging. The Inquiry's style guide must be followed for all outputs. The Inquiry's style guide will be provided to the supplier.

4.7.3 The appointed supplier will also be expected to provide regular drafts to the Inquiry for feedback. Reports will be subject to the Inquiry's review and sign-off process where feedback from various internal and external stakeholders is sought, including from (academic) peer reviewers. Please note that the Inquiry's review and sign-off process is demanding and on average takes up to five months to be completed, with suppliers receiving over five rounds of comments which have to be addressed within challenging timescales.

4.7.4 The copyright of the final report must be transferred to the Inquiry and will be Crown Copyright and therefore be available for re-use under the Open Government Licence. The report will be published in the Inquiry branding with the authors' names and organisation logo(s) on the front. The decision to publish the report rests with the Inquiry.

4.8 Dissemination and stakeholder engagement activities

4.8.1 The supplier must provide a summary of key research findings to the Inquiry in [redacted] and will be requested to deliver a presentation of the findings to Inquiry staff. The summary of findings will be up to 5 pages in length. The presentation will take place at the [redacted].

4.8.2 At the close of the project, the Inquiry may also require the supplier to deliver a short presentation of findings to be video recorded at the [redacted] for use on the Inquiry's website and social media channels. There may also be other opportunities and events where research findings can be disseminated and the supplier will be expected to work creatively and flexibly with the Inquiry on outputs and dissemination to ensure that maximum value is derived from the research project and its findings.

4.9.3 At the end of the project, the Inquiry might decide to transfer the anonymised quantitative survey dataset to The National Archives, so it can be used for future research.

5. Standards and quality

5.1 Potential suppliers need to demonstrate they have the necessary skills, tools, and experience to carry out all aspects of this research to a high standard. The appointed supplier must have expertise of mixed methods research, including in the designing and delivering of research surveys and qualitative interviews with potentially vulnerable participants on sensitive topics. They should also have good knowledge and understanding of child sexual abuse and support services.

5.2 The appointed supplier will need to ensure that sufficient level of resource is available throughout the duration of the contract to meet the specified milestones and timetable. As previously noted, the final report will be subject to multiple review stages (typically five) which may take up to five months in total. Adequate resource will be needed to respond to feedback on drafts at these different stages before the report is signed off. The supplier will need to consider this in costing the work. Consideration must also be given to risk management and mitigation through the creation and frequent review (with the Inquiry's project team) of a risk register.

5.3 Each member of the research team working on the project must be DBS enhanced with barred list checks (or obtain enhanced with barred list clearance before any fieldwork commences). Copies of DBS clearances will be required.

6. Security

6.1 Please consult "IICSA: 1179 - Annex F Information Security Schedule - Survey and interviews with victims and survivors of child sexual abuse: views and experiences of support services" for the Information Security Schedule and project security requirements.

7. Information Management

7.1 The data to be collected needs to be protected under data protection legislation (Data Protection Act 2018 and General Data Protection Regulation 2016). The supplier will need to conduct a Data Privacy Impact Assessment (DPIA) and present it to the Inquiry before commencing any data collection, demonstrating compliance with the data protection principles and an understanding of the implications for research of this nature. Approval of the DPIA will be required by the Inquiry's Data Protection Officer (DPO) before data is collected.

7.2 The contract with the supplier will make it clear that the ONS and the Inquiry are joint data controllers and the supplier is the data processor. It is important to note that the ONS and the Inquiry are particularly stringent about how data is stored and protected and any platforms proposed by the supplier for storing and protecting data will need to be deemed sufficiently safe and suitable by both parties.

7.3 The appointed supplier will receive the CSEW recontact sample from the ONS. These recontact details must not be shared with the Inquiry.

7.4 The anonymised survey data and transcripts produced by the supplier must be shared with the Inquiry. The data will be owned by the Inquiry and transferred via [redacted] to the Inquiry. Anonymised data will be retained by the Inquiry and destroyed seven years after the publication of the report in line with the Inquiry's data retention schedule. All data collected will need to be securely deleted from the supplier's systems when the final report has been accepted. Evidence that this has taken place will need to be supplied to the Inquiry.

7.5 At the end of the project, the Inquiry might decide to transfer the anonymised quantitative survey dataset to The National Archives, so it can be used for future research. The supplier will seek consent from survey respondents for this purpose.

Schedule of Processing, Personal Data and Data Subjects

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

Description	Details
Subject matter of the processing	To conduct surveys and interviews with victims and survivors of child sexual abuse on their experiences and views on support services.
Duration of the processing	The project will run from April 2019 to July 2020.
Nature and purposes of the processing	The purpose of the research is to do a survey and interviews with victims and survivors of child sexual abuse and explore their experiences and views of support services. The Inquiry has worked with the ONS to include a recontact question on the ONS' 'Experiences of Childhood Abuse' module in the 2018/19 CSEW. The appointed supplier will collect the views of these respondents who have agreed to participate, with the recontact data being provided by the ONS directly to the appointed supplier. The supplier will develop, test and administer a survey and interviews. The supplier will hold data collected for contact and analysis purposes only. They will ensure it is stored securely and appropriately protected. The platforms proposed by the supplier for storing and protecting data will need to be deemed sufficiently safe and suitable by the Inquiry and the ONS.
Type of Personal Data	The contact details will be transferred directly from [redacted] to the appointed supplier. It is possible that this includes information on the demographics and child sexual abuse experiences of the recontact sample (so that this data does not have to be collected again from

	participants). If that is not possible, the appointed supplier will gather this information as part of the survey and interviews.
Categories of Data Subject	Participants from the ONS' 'Experiences of Childhood Abuse' module in the 2018/19 CSEW who have agreed to participate in further research.
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	The data collected will be owned by the Inquiry and transferred via Egress to the Inquiry. Anonymised data will be retained by the Inquiry and destroyed seven years after the publication of the report in line with the Inquiry's data retention schedule.

8. Contract Duration

8.1. The contract will run for 15 months from April 2019 to July 2020. The contract may be extended by one period of 3 months, at the discretion of the Inquiry, to allow the completion of the project only.

9. Key milestones

Mile-stone	Description of milestone	Timescale	Pay-ment
1	<p>Study has received full ethical approval from the Inquiry's Research Ethics Committee and from any ethics committee required by the supplier's own organisation.</p> <p>Completion and delivery of the briefing note (maximum of five pages) to an acceptable standard.</p> <p>Acceptable standard means:</p> <ul style="list-style-type: none"> the note is complete and is no longer than five pages (not including references) conclusions relevant to the aims of the note are set out and directly evidenced by current policies and guidance on support available to victims and survivors of child sexual abuse the note is written in an accessible and engaging style which is appropriate to a non-academic audience full references are provided and are correctly formatted in Harvard style (endnotes, not footnotes) 	[redacted]	[redacted]
2	<p>Confirmation that the first 250 respondents have completed the survey, as demonstrated through survey platform response metrics</p> <p>Delivery of full questionnaire and interview schedule</p>	[redacted]	[redacted]
3	Completion of fieldwork and delivery of anonymised survey dataset and anonymised interview transcripts	[redacted]	[redacted]

4	<p>Presentation of emerging findings to IICSA staff</p> <p>Delivery of summary report of emerging findings</p> <p>Delivery of first full draft of report to an acceptable standard</p> <p>Acceptable standard means:</p> <ul style="list-style-type: none"> the report is complete and includes all chapters, an executive summary (max. 10 pages), bibliography and any relevant appendices aims and objectives of the research are precisely defined theoretical framework and methodology used are clearly set out, including a rationale for taking that approach findings and conclusions relevant to the research aims are set out and directly evidenced by the research any gaps or limitations in the research evidence are clearly discussed the report is written in an accessible and engaging style which is appropriate to a non-academic audience full references are provided and are correctly formatted in Harvard style (endnotes, not footnotes). 	[redacted]	[redacted]
5	<p>Delivery of final report to a publishable standard.</p> <p>Publishable standard means:</p> <ul style="list-style-type: none"> Report has undergone and completed the Inquiry's review and signoff process (including review by academic peer reviewers) Comments from the review process have been fully addressed (where considered to be appropriate by the authors and the Inquiry) The report has been copyedited and any key data points and key findings are, where appropriate, presented in a visually engaging way The Inquiry deems the report to be of a publishable standard with no further revisions required. 	[redacted]	[redacted]

10. Contract management requirements and reporting, and location

10.1 The supplier will submit a written report to the Inquiry on a regular basis (once per week) to update on progress and to raise any issues which may impact on the delivery of the project and its timescales. Additionally, the supplier should inform the Inquiry of any significant issues or risks to project delivery as soon as they arise.

10.2 The transfer of any documents, including drafts of reports to the Inquiry will need to be done using a secure transfer system called [redacted]. The Inquiry will set up the [redacted] and assign access to the members of the supplier's team.

10.3 The supplier will be required to attend one face-to-face inception meeting at the [redacted] with the Inquiry's Research Team, as well as receive the Inquiry's safeguarding training before fieldwork begins. The supplier will also be required to carry out a presentation of the emerging findings at the [redacted].

Additional face to face meetings may be required with the Inquiry's Research Team during the project.

10.4 The inception meeting (and any other meetings required with the Inquiry's Research Team), will be held at the [redacted]. With the exception of these, the location of the services will be at the supplier's own place of work and at relevant fieldwork sites.

10.5 The contract manager for the project is [redacted].

11. Intellectual Property Rights

11.1 The supplier shall agree not to publicise or promote that they are undertaking this work with the Inquiry in writing or at conferences, until the final research report has been drafted and published (unless consent has been given from the Inquiry's Research Team). The copyright of the final report must be transferred to the Inquiry and will be Crown Copyright and therefore be available for re-use under the Open Government Licence. The reports will be published in the Inquiry branding with the authors' names and organisation logo(s) on the front. The decision to publish the report rests with the Inquiry.

12. Payment

12.1 Invoices should include the following information: Company name and address, invoice date, Unique Invoice Number, Purchase Order Number, description of services provided including period, amounts charged, and supplier payment details.

12.2 Invoices should be sent to the contract manager and [redacted] or posted to Independent Inquiry into [redacted]. If invoices are not received to the Inquiry's Finance department showing all details required, we cannot guarantee payment.

12.3 Payment can be requested at the completion of the milestones set out in section 9. Invoices must include a detailed elemental breakdown of work completed and the associated costs. Please note that maximum day rates are based on a Working Day of eight (8) hours (excluding breaks) and are inclusive of travel and related expenses to the Base Location.

13. Timescales

13.1 The key milestones and approximate timings are set out in the following table.

Date	Milestone
[redacted]	Tender competition launched
[redacted]	Tender clarification period closes
[redacted]	Inquiry submits response to any clarifications raised
[redacted]	Deadline for responses to ITT
[redacted]	Evaluation of submitted proposals
[redacted]	Notify successful supplier and finalise supplier contract, inception meeting to take place at IICSA's offices
[redacted]	Set up and completion of safeguarding training IICSA ethical approval process (and supplier's own ethics committee if needed) completed; Delivery of briefing note to an acceptable standard
[redacted]	Fieldwork setup
[redacted]	Fieldwork period
[redacted]	Completion of fieldwork and delivery of anonymised survey

	dataset and anonymised interview transcripts
[redacted]	Data cleaning and analysis
[redacted]	Summary report of emerging findings provided to IICSA
[redacted]	Presentation of findings to IICSA staff
[redacted]	First full draft of report provided to IICSA of acceptable standard
[redacted]	Internal and external review and sign off process
[redacted]	Final report signed-off and of publishable standard

14 Glossary

Aconym/Term	Definition
Child sexual abuse	Sexual abuse of children involves forcing or enticing a child or young person to take part in sexual activities. The activities may involve physical contact and noncontact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse including via the internet. Child sexual abuse can be carried out by an adult or another child (known as peer abuse). Child sexual abuse includes child sexual exploitation.
Child sexual exploitation	Sexual exploitation of children is a form of child sexual abuse. It involves exploitative situations, contexts and relationships where a child receives something, as a result of them performing, and/or another or others performing on them, sexual activities. Child sexual exploitation can occur through the use of technology. As with other forms of child sexual abuse, the exploitation can be carried out by an adult or another child.

PART A – GENERAL CONDITIONS OF CONTRACT

- A1. Definitions
- A2. Interpretations
- A3. Warranties and Representations
- A4. Status of Contract
- A5. Amendments and Variations
- A6. Contract Prices
- A7. Recovery of Sums Due
- A8. Indemnities
- A9. Intellectual Property Rights Indemnity
- A10. Insurance
- A11. Force Majeure
- A12. Corrupt Gifts and Payments
- A13. Discrimination
- A14. Third Party Rights
- A15. Environmental Requirements
- A16. Notices
- A17. Confidentiality
- A18. Official Secrets Act
- A19. Data Protection
- A20. Production and Retention of Documentation
- A21. Freedom of Information
- A22. Right to Publish and Publicity
- A23. Termination on Change of Control and Insolvency
- A24. Termination on Default
- A25. Consequences of Termination and Expiry
- A26. Dispute Resolution
- A27. Continuation of Contract in Event of Disputes
- A28. Transfer and Sub-Contracting
- A29. Severability
- A30. Waiver
- A31. Conflicts of Interest
- A32. Additional Claims
- A33. Governing Law
- A34. Entire Contract

A1. DEFINITIONS

In the Contract the following words shall have the following meanings unless the context requires otherwise:

“Commercial Representative(s)” means the representative(s) of each Party and the IICSA

for all commercial matters as named in the Contract;

"Confidential Information" means all information which has been designated as confidential by either Party and the IICSA in writing or that ought reasonably to be considered as confidential (howsoever it is conveyed and stored), including commercially sensitive information, information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the DPA, together with all information derived from the above;

"Contract" means the Contract between the Home Office and the Contractor consisting of these Conditions of Contract and any other terms and conditions, schedules or documents (or parts thereof) specified by the IICSA;

"Contract Manager(s)" means the representative(s) of the Contractor and the IICSA acting on behalf of the Home Office who manages the Contract, whose appointment and contact details shall be notified to the other Party in writing;

"Contractor" means the individual, firm or company with whom the Home Office enters into the Contract;

"Contractor's Personnel" means all persons employed by the Contractor to perform the Contract together with the Contractor's servants, agents and sub-contractors used in the performance of the Contract;

"Day" means calendar day unless otherwise defined;

"DPA" means the Data Protection Act 2018 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Environmental Information Regulations" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"FOIA" means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Force Majeure" means any event or occurrence, beyond the Party's and the IICSA's reasonable control, which is not attributable to any act or failure to take preventative action by the Party (specifically the Contractor) and the IICSA concerned including governmental regulations, fire, flood, acts of terrorism, war, pandemic or any other disaster. It does not include any industrial action occurring within the Contractor's organisation or within any sub-contractor's organisation;

"Home Office" means the Secretary of State for the Home Department, which is the contracting authority (and contract signatory) under this arrangement.

The Inquiry into Child Sexual Abuse (the "IICSA") is the customer and will as such have full operational responsibility for managing the Contract and services. References to the IICSA and the Home Office in the Contract relate to their respective roles as customer and contracting authority and should be read as such.

"Information" has the meaning given under Section 84 of the FOIA;

"Intellectual Property Rights" means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country and the right to sue for passing off;

"Material Breach" means any fundamental breach of a term of this Contract or breach of a fundamental term of the Contract;

"Party" means a party to the Contract which is either the Home Office as the contracting authority or the Contractor and "Parties" shall be construed accordingly to mean both the Home Office and the Contractor. The Contracting Authority is represented by the IICSA and shall be referred to as the IICSA explicitly where "Party" and "Parties" are referred to and when the IICSA represents the contracting authority.

"Persistent Breach" means any breach of the Contract continuously for 30 Days or more or a breach of the Contract that occurs on more than one occasion and for the avoidance of doubt includes inadequate performance;

"Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations.

A2. INTERPRETATIONS

- A2.1 The Conditions of Contract shall take precedence over the other documents forming the Contract unless such documents include an express statement to the contrary.
- A2.2 Unless the context requires otherwise, the masculine includes the feminine and the neuter and vice versa.
- A2.3 Unless the context requires otherwise, the singular includes the plural and vice versa.
- A2.4 The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".
- A2.5 Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof. In the case of a statute or statutory provision, the reference shall also be construed as a reference to all subordinate legislation

made under such statute or statutory provision.

- A2.6 Reference to any person shall include all legal persons of whatever kind and however constituted.
- A2.7 Reference to a Condition is a reference to the whole of that Condition unless stated otherwise.
- A2.8 Reference to a Clause or Sub-Clause is a reference to a paragraph within a Condition unless stated otherwise.
- A2.9 The headings to the Conditions are included for ease of reference and shall not affect their interpretation.

A3. WARRANTIES AND REPRESENTATIONS

- A3.1 Without prejudice to any other warranties expressed in the Contract or implied by law the Contractor warrants and represents that:

- A3.1.1 it has full capacity and authority and all necessary consents, including where required the consent of its parent company, to enter into and to perform the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

- A3.1.2 the Contract shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar instruments;

- A3.1.3 it shall discharge its obligations hereunder with all due skill, care and diligence and in accordance with good industry practice;

- A3.1.4 it owns, has obtained or shall obtain all the consents, licences, permits and approvals necessary for the Contractor to perform its duties under the Contract and shall comply with the terms of any such consents, licences, permits and approvals at all times. The cost of such consents, licences, permits and approvals shall be borne solely by the Contractor;

- A3.1.5 the Contractor is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Contract.

A4. STATUS OF CONTRACT

- A4.1 Nothing in the Contract shall be construed as or have the effect of creating a partnership, a contract of employment or a relationship of principal and agent between the Contractor or the Contractor's Personnel and the Home Office.

- A4.2 The Contractor shall not (and shall procure that the Contractor's Personnel do not) say or do anything that might lead any other person to believe that the Contractor or the Contractor's Personnel are acting as the partner, employee or agent of the Home Office or the IICSA.
- A4.3 The Contractor shall not (and shall procure that the Contractor's Personnel do not) hold themselves out as having authority to bind the Home Office unless specifically permitted in writing by the IICSA's Commercial Representative.

A5. AMENDMENTS AND VARIATIONS

- A5.1 No amendment or variation to the Contract involving a change in rates or prices shall be valid unless it has first been agreed in writing or via email by the Commercial Representatives of both the Contractor and the IICSA acting on behalf of the Home Office, in accordance with any change control procedures set out in the Contract. Any other amendment or variation to the Contract shall be valid once agreed in writing by both Contract Managers and signed by the Home Office. Anything undertaken by the Contractor which is not authorised by the Contract, or any agreed amendment thereto, shall be undertaken at the sole risk of the Contractor. In the event of an amendment or variation being agreed, the Contract rates and prices shall be subject to a fair and reasonable adjustment to be agreed between the IICSA acting on behalf of the Home Office and the Contractor and recorded in writing. This change shall only be enforced once the change control documents have been signed by the Home Office.

A6. CONTRACT PRICES

- A6.1 In consideration of and subject to the full and proper performance by the Contractor of its obligations under the Contract, the Home Office shall pay to the Contractor the rates, prices and any expenses specified in the Contract.
- A6.2 All rates and prices are exclusive of Value Added Tax (VAT). If appropriate, VAT will be added at the relevant rate and will be shown as a separate net item on each invoice submitted.
- A6.3 Except where otherwise provided in the Contract, the amount payable to the Contractor for the performance of the Contract shall be inclusive of all costs, including but not limited to staff, facilities, equipment, materials and all other expenses incurred by the Contractor in discharging its obligations under the Contract.
- A6.4 Invoices shall be submitted to the invoice address specified in the Contract.
- A6.5 All pricing on all documentation including but not limited to any invoices shall be quoted in Sterling.
- A6.6 The Contractor shall submit an invoice for the services to the Home Office's address for invoices given in the purchase order. The invoice shall contain the order number, a description of services carried out and the price payable. The Home Office shall pay the Contractor within 30 days of receipt and agreement of invoices submitted monthly in arrears

for work completed to the satisfaction of the Authority.

- A6.7 The Contractor will submit to the IICSA such records as the IICSA may reasonably require to enable the IICSA to verify the information and the amounts referred to in that invoice.
- A6.8 Where the Contractor enters into a sub-contract for the purpose of performing its obligations under the Contract, it shall cause a term to be included in such sub-contract which requires payment to be made by the Contractor to the sub-contractor within a specified period not exceeding 30 Days from receipt of a valid invoice as defined by the sub-contract.
- A6.9 In the event that the United Kingdom joins the Economic and Monetary Union (and provided always that the exchange rate for conversion between Sterling and the Euro has been fixed), the IICSA shall at any time thereafter upon one month's notice to the Contractor, be entitled to require the Contractor at no additional charge to convert the rates, prices and expenses from Sterling into Euros (in accordance with EC Regulation number 1103/97). The Contractor shall thereafter submit valid invoices denominated in Euros.
- A6.10 Any statute, enactment, order, regulation or other similar instrument not existing or any statute, enactment, order, regulation or other similar instrument modified which the Contractor would not have the opportunity to consider at the time of formulating its rates and prices and which is not reasonably foreseeable, may, at the discretion of the IICSA cause the rates and price(s) to change.
- A6.11 In performing its obligations under the Contract, the Contractor is prohibited from taking or seeking to take advantage of any particular taxation regime (including the use of any offshore tax haven) which will or may enable the Contractor to avoid liability for any taxation in the United Kingdom. In the event that the Contractor or the Contractor's Personnel or anyone acting on the Contractor's behalf (with or without its knowledge) breaches this Clause, the IICSA on behalf of the Home Office reserves the right to terminate the Contract by notice in writing with immediate effect and recover from the Contractor any loss resulting from such termination including the administrative costs of re-tendering the requirement and any difference in the rates or prices which the Home Office may have to pay to a new contractor where such rates or prices are higher than the rates or prices payable under the Contract.

A7. RECOVERY OF SUMS DUE

- A7.1 Without prejudice to the Home Office's other rights and remedies wherever any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other agreement or contract with the Home Office or with any other government department, office or agency.

A8. INDEMNITIES

- A8.1 Subject to Clause A8.2 and without prejudice to any rights or remedies of the Home Office the Contractor shall indemnify and keep indemnified the Home Office represented by the IICSA, its servants and agents fully against all actions, claims, proceedings, damages, legal costs, expenses and any other liabilities whatsoever incurred by or made against the Home

Office represented by the IICSA, its servants or agents in respect of any loss or damage or personal injury (including death) arising out of, in respect of or in connection with the Contract.

A8.2 If:

- (a) all other contractors, sub-contractors or advisers engaged in connection with the performance of the Contract have provided contractual undertakings on terms no less onerous than those set out in these Conditions to the Home Office in respect of the carrying out of their obligations; and
- (b) all such other contractors, sub-contractors or advisers have paid to the Home Office such sum as it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage

the liability of the Contractor under Clause A8.1 shall be limited to £3 million for claims under professional indemnity insurance and limited to £10 million under public and products liability insurance.

A8.3 The indemnity contained in Clause A8.1 shall not apply to the extent that the loss, damage or personnel injury (including death) is caused by the negligent or wilful act of the Home Office represented by the IICSA, its servants or agents.

A8.4 The Contractor shall indemnify and keep indemnified the Home Office, its servants and agents fully against any tax, national insurance contributions or similar impost in respect of the Contractor's Personnel.

A8.5 The IICSA undertakes not to make any claims against the Contractor's Personnel. The Contractor is vicariously liable for the actions of the Contractor's Personnel.

A9. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

A9.1 Without prejudice to any rights or remedies of the Home Office and the IICSA, the Contractor shall indemnify and keep indemnified the Home Office, its servants and agents fully against all actions, claims, proceedings, damages, legal costs, expenses and any other liabilities whatsoever arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights arising out of, in respect of or in connection with the Contract except to the extent that the infringement or alleged infringement is due to material furnished or made available to the Contractor by the IICSA. This indemnity covers claims concerning an actual or alleged infringement by the Home Office or the IICSA if the infringement arises as a consequence of any actual or alleged infringement of an Intellectual Property Right by or on behalf of the Contractor.

A9.2 The Contractor shall immediately notify the IICSA if any claim or demand is made or action brought against the Contractor for infringement or alleged infringement of any Intellectual Property Rights which may affect the performance of the Contract.

A9.3 The IICSA shall immediately notify the Contractor if any claim or demand is made or action

brought against the Home Office for infringement or alleged infringement of any Intellectual Property Rights in connection to the Contract.

- A9.4 Subject to the limitation on the indemnity in Clause A9.1 in respect of material furnished or made available to the Contractor by the IICSA the Contractor shall at its own expense conduct any litigation arising therefrom and all negotiations in connection therewith and the Home Office hereby agrees to grant to the Contractor exclusive control of any such litigation and negotiations.
- A9.5 The IICSA shall at the request and cost of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Home Office or the Contractor for infringement or alleged infringement of any Intellectual Property Rights in connection with the performance of the Contract.
- A9.6 The IICSA shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Home Office or the IICSA or the Contractor in connection with the performance of the Contract.

A10. INSURANCE

- A10.1 The Contractor shall effect and maintain with an insurance company or companies acceptable to the IICSA a policy or policies of insurance to provide a level of cover sufficient for all the matters which are the subject of the indemnities and undertakings on the part of the Contractor contained in the Contract and in accordance with any legal requirements for the time being in force.
- A10.2 Where the Contractor sub-contracts part of this Contract, the Contractor shall procure that any sub-contractor effects and maintains insurance to cover its liabilities under that sub-contract, but this shall not relieve the Contractor of any of his obligation and liabilities under the Contract.
- A10.4 If requested, the Contractor shall provide a certificate evidencing the existence of such policies to the IICSA, together with receipts or other evidence of payment of the latest premiums due under such policies.
- A10.5 If the Contractor fails to comply with this Condition A10, the IICSA may make alternative arrangements necessary to protect its interest and may recover the costs of such arrangements from the Contractor.
- A10.6 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Contract.

A11. FORCE MAJEURE

- A11.1 If either Party (of which the Home Office is represented by the IICSA) becomes aware of circumstances of Force Majeure which give rise or which are likely to give rise to any delay in or failure to perform its obligations under the Contract it shall immediately notify the other

Party by the most expeditious method available and shall inform the Party of the period which it is estimated that such delay or failure shall continue.

- A11.2 Neither Party shall be liable to the other Party if such delay or failure is due to Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform, or resume performance of, its obligations under the Contract for the duration of the Force Majeure. However, if any such event prevents the Contractor from performing all of its obligations under the Contract for a period in excess of 3 months, the Home Office or the IICSA may terminate the Contract in writing with immediate effect.
- A11.3 The Contractor shall not be entitled to any payment for that part of the Contract which the Contractor was unable to perform as a result of Force Majeure.
- A11.4 The Contractor shall and shall procure that its sub-contractors maintain at all times a disaster recovery and business continuity plan, in accordance with good industry practice, in respect of a Force Majeure event or any other event which may affect the Contractor's ability to meet its obligations under the Contract (including loss of computer and business systems, loss or failure of equipment, loss of utilities or premises, industrial relations problems, failures in the supply chain and loss of Contractor's Personnel). Such plans shall be delivered to the IICSA on request. The IICSA shall be entitled to make suggested changes to the plans which the Contractor, acting reasonably, shall consider and, after consultation and agreement with the IICSA, put in place.

A12. CORRUPT GIFTS AND PAYMENTS

- A12.1 The Contractor shall not receive or agree to receive from any person, or offer or give, or agree to give, to any employee, agent, servant or representative of the Home Office or the IICSA any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Home Office or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.
- A12.2 The Contractor shall not conspire with any person to do any of the acts mentioned in Clauses A12.1.
- A12.3 The Contractor shall not enter into the Contract if in connection with it commission has been paid or is agreed to be paid to any employee, agent, servant or representative of the Home Office or the IICSA by the Contractor or on the Contractor's behalf, unless before the Contract is made particulars of any such commission and the terms of any agreement for the payment thereof have been disclosed in writing to the IICSA's Commercial Representative.
- A12.4 In the event that the Contractor or the Contractor's Personnel or anyone acting on the Contractor's behalf (with or without its knowledge) breaches Clauses A12.1-A12.3 or commits an offence under the Prevention of Corruption Acts 1889 to 1916 the IICSA reserves the right to terminate the Contract by notice in writing with immediate effect and recover from the Contractor any loss resulting from such termination including the administrative costs of re-tendering the requirement and any difference in the rates or prices

which the Home Office may have to pay to a new contractor where such rates or prices are higher than the rates or prices payable under the Contract and/or the amount or value of the gift, consideration or commission.

A12.5 Any decision of the IICSA in relation to this Condition A12 shall be final and conclusive.

A13. DISCRIMINATION

A13.1 The Contractor shall not unlawfully discriminate directly or indirectly or by way of victimisation or harassment within the meaning and scope of any applicable law, enactment, order or regulation or other similar instrument relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment including, but not limited to, the Disability Discrimination Acts 1995 and 2005, the Employment Equality Regulations 2003 and the Equality Act 2010.

A13.2 The Contractor shall take all reasonable steps to ensure the observance of Clause A13.1 by the Contractor's Personnel.

A13.3 Where the Contractor's Personnel are required to carry out activity alongside the IICSA's employees or servants, the Contractor shall ensure that the Contractor's Personnel comply with the Home Office and the IICSA's employment policies and codes of practice relating to discrimination and equal opportunities.

A13.4 The Contractor shall notify the IICSA's Contract Manager in writing as soon as it becomes aware of any investigation or proceedings brought against the Contractor in relation to unlawful discrimination in connection with the Contractor's performance of the Contract. The Contractor shall promptly provide the IICSA access to any documents or information relevant to the investigation or proceedings and shall permit a representative from the IICSA to attend any associated meetings. The Contractor shall impose on its sub-contractors obligations in substantially similar terms to those set out in this Clause A13.4.

A14. THIRD PARTY RIGHTS

A14.1 With the exception of the IICSA, representing the Home Office, a person who is not a Party to the Contract shall have no right to enforce any of its provisions which expressly or by implication confer a benefit on him or her without prior written agreement of both Parties. This Condition does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and the provisions of this Condition do not apply to the Crown.

A15. ENVIRONMENTAL REQUIREMENTS

A15.1 The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Contract. In addition the Contractor shall comply with the Home Office and the IICSA's environmental policies made available to the Contractor from time to time.

A15.2 In performing its obligations under the Contract the Contractor shall (to the extent applicable

to the Contract):

A15.2.1 demonstrate low carbon resource efficiency, including minimising the use of energy, water, wood, paper and other resources;

A15.2.2 reduce waste;

A15.2.3 phase out the use of ozone depleting substances; and

A15.2.4 minimise the release of greenhouse gases (including carbon dioxide emissions), volatile organic compounds and other substances damaging to health and the environment.

A15.3 All written work, including reports, in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer water and used on both sides where appropriate.

A15.4 Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Contract as may reasonably be requested by the IICSA.

A15.5 The Contractor shall meet all reasonable requests by the IICSA for information evidencing compliance with the provisions of this Condition A15 by the Contractor.

A16. NOTICES

A16.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other, including the IICSA, shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

A16.2 Any notice or other communication pursuant to the Contract must be given in English by letter (sent by hand, first class post, registered post or by recorded delivery) or transmitted by facsimile or electronic mail (confirmed by letter in either case) to the address of the other Party or the IICSA set out in the Contract or as notified to the other Party or the IICSA from time to time. Provided the relevant notice or communication is not returned as undelivered, the notice or communication shall be deemed to have been given two working days after the day on which the letter is posted or four hours, in the case of letters handed over, facsimile transmission and electronic mail or sooner where the other Party or the IICSA acknowledges receipt of such notice or communication.

A17. CONFIDENTIALITY

A17.1 Each Party and the IICSA:

A17.1.1 shall treat all Confidential Information belonging to the other Party and the IICSA as confidential and safeguard it accordingly; and

A17.1.2 shall not disclose any Confidential Information belonging to either Party or the IICSA to any other persons without the prior written consent of the owners of the

Confidential Information in question, except to such persons and to such extent as may be necessary for the performance of the Contract or where disclosure is otherwise expressly permitted by the provisions of the Contract.

A17.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Home Office or the IICSA under or in connection with the Contract:

A17.2.1 is given only to such of the Contractor's Personnel engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for performance of the Contract;

A17.2.2 is treated as confidential and not disclosed (without prior approval) or used by the Contractor or any of the Contractor's Personnel otherwise than for the purposes of the Contract.

A17.3 Where it is considered necessary in the opinion of the Home Office or the IICSA, the Contractor shall ensure that the Contractor's Personnel sign a confidentiality undertaking prior to any involvement in the Contract.

A17.4 The provisions of Clauses A17.1 to A17.3 shall not apply to any Confidential Information received by one Party or the IICSA, from the other:

A17.4.1 which is or becomes public knowledge (otherwise than by a breach of this Condition A17);

A17.4.2 which was in the possession of the receiving Party or the IICSA, without restriction as to its disclosure, before receiving it from the disclosing party;

A17.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

A17.4.4 which has been independently developed by the receiving Party or the IICSA without access to the Confidential Information;

A17.4.5 which must be disclosed pursuant to a legal obligation placed upon the Party making the disclosure including, but not limited to, obligations under FOIA and Environmental Information Regulations.

A17.5 Nothing in this Condition 17 shall prevent the Home Office or the IICSA:

A17.5.1 disclosing any Confidential Information for the purposes of the examination and certification of the Home Office's accounts or any examination pursuant to the National Audit Act 1983;

A17.5.2 disclosing any Confidential Information to any government department, office or agency or to any person engaged in providing any services to the IICSA for any purpose relating to or ancillary to the Contract providing that in disclosing the

Confidential Information the IICSA discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;

A17.5.3 disclosing any Confidential Information relating to the Contract, including payments made under the Contract, to the Office of Government Commerce or in accordance with the provisions of Condition A20.1.

A17.6 Nothing in this Condition A17 shall prevent either Party (of which the Home Office is represented by the IICSA) from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in the disclosure of Confidential Information or an infringement of Intellectual Property Rights.

A17.7 In the event that the Contractor fails to comply with this Condition A17, the Home Office represented by the IICSA reserves the right to terminate the Contract by notice in writing with immediate effect and recover from the Contractor any loss resulting from such termination.

A17.8 The provisions of this Condition A17 are without prejudice to the provisions of the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989.

A17.9 Upon termination (for whatever reason) or expiry of the Contract, the Parties (of which the Home Office is represented by the IICSA) shall each return to the other any Confidential Information that it possesses at the time of termination or expiry, and dispose of any such Confidential Information as the other Party (of which the Home Office is represented by the IICSA) may reasonably direct.

A18. OFFICIAL SECRETS ACT

A18.1 The Contractor shall take all reasonable steps to ensure that the Contractor's Personnel are aware of the provisions of the Official Secrets Acts 1911 to 1989 and Section 182 of the Finance Act 1989, and understand that these provisions apply during and after the Contract.

A19. DATA PROTECTION

A19.1 For the purposes of this Condition A19, the terms "Personal Data", "Data Processor", "Data Subject" and "Data Controller" shall have the meaning prescribed under the DPA.

A19.2 The Contractor undertakes to abide and procure that the Contractor's Personnel abide by the provisions of the DPA and the Contractor shall co-operate with the IICSA to enable the Home Office represented by the IICSA to discharge its obligations under the DPA and shall not perform its obligations under the Contract in such a way as to cause the Home Office to breach any of its applicable obligations under the DPA.

A19.3 The Contractor shall:

A19.3.1 process the Personal Data only in accordance with instructions from the IICSA (which may be specific instructions or instructions of a general nature as set

out in the Contract or as otherwise notified by the IICSA to the Contractor during the term);

A19.3.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the services or as is required by law or any regulatory body and under no circumstances may such data be processed by the Contractor for any other purpose;

A19.3.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

A19.3.4 take reasonable steps to ensure the reliability of any Contractor's Personnel who have access to the Personal Data;

A19.3.5 obtain prior written consent from the IICSA in order to transfer the Personal Data to any sub-contractors for the provision of the services;

A19.3.6 ensure that all Contractor's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition A19;

A19.3.7 ensure that none of Contractor's Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the IICSA;

A19.3.8 notify the IICSA (within seven Days) if it receives:

A19.3.8.1 a request from a Data Subject to have access to that person's Personal Data; or

A19.3.8.2 a complaint or request relating to the Home Office or the IICSA's obligations under the DPA.

A19.3.9 provide the IICSA with full cooperation and assistance in relation to any complaint or request made, including by:

A19.3.9.1 providing the IICSA with full details of the complaint or request;

A19.3.9.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with the IICSA's instructions;

A19.3.9.3 providing the IICSA with any Personal Data it holds in relation to a Data Subject (within the timescales required by the IICSA); and

A19.3.9.4 providing any information requested by the IICSA.

A19.3.10 permit the IICSA (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the IICSA to enable it to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

A19.3.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the IICSA); and

A19.3.12 not process Personal Data outside the European Economic Area without the prior written consent of the IICSA and, where the IICSA consents to a transfer, to comply with:

A19.3.12.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by providing an adequate level of protection to any Personal Data that is transferred; and

A19.3.12.2 any reasonable instructions notified to it by the IICSA.

A19.3.13 notify the IICSA, as soon as the Contractor becomes aware, of any accidental disclosure of Personal Data in breach of this Condition 19.

A19.4 Without prejudice to Clauses A19.1, A19.2 and A19.3, the Contractor shall:

A19.4.1 only accept instructions in respect of data processing from the IICSA;

A19.4.2 adopt all technical and organisational measures necessary to protect all Personal Data processed by the Contractor on behalf of the IICSA against unauthorised or unlawful processing, accidental loss, damage or destruction;

A19.4.3 ensure that all Contractor Personnel involved in data processing are suitable for the task and are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition A19.

A19.5 With respect to the Parties' rights and obligations under the Contract, the Parties (of which the Home Office is represented by the IICSA) agree that the Secretary of State is the Data Controller and that the Contractor is the Data Processor. The Data Controller's nominated representative for the purposes of the DPA is the Home Office's Data Protection Officer.

A19.6 Where Personal Data is held or acquired by the IICSA in relation to this Contract the IICSA shall use such Personal Data only for purposes relating directly to:

A19.6.1 the management and performance of this Contract by the Contractor;

A19.6.2 the provision by the IICSA of references within the Home Office and the

IICSA and to other government departments, offices or agencies; and

A19.6.3 any other purpose required by law.

A19.7 The Contractor hereby agrees and shall procure from any Contractor Personnel agreement to the publication by the Home Office and / or the IICSA in any format of the following Personal Data: name and contact details. The Contractor shall provide a copy of any relevant consent to the Home Office and / or the IICSA on request.

A19.8 If, having regard to the circumstances in which the IICSA processes such Personal Data, the IICSA requires the Contractor or any Contractor Personnel to provide additional information to enable the IICSA to process that Personal Data fairly it shall notify the Contractor in writing and the Contractor shall provide or procure the additional information within 7 days of receipt of the request.

A20. PRODUCTION AND RETENTION OF DOCUMENTATION

A20.1 The Contractor shall produce such accounts, documents (including working documents), records and management information relating to this Contract as the IICSA may reasonably request at any time during this Contract. Where requested by the IICSA, the Contractor shall provide management information to the Crown Commercial Service and the Contractor hereby consents to the Crown Commercial Service:

A20.1.1 storing and analysing such management information and producing statistics; and

A20.1.2 sharing the management information or any statistics produced with any government department, office or agency.

A20.2 The Contractor shall be responsible for the accuracy of all such accounts, documents (including working documents) and records supplied to the IICSA by the Contractor and shall pay the Home Office any extra costs occasioned by any discrepancies, errors or omissions therein.

A20.3 The Contractor shall keep and maintain until six years after the Contract has been completed and/or terminated, or as long a period as may be agreed between the Parties (of which the Home Office is represented by the IICSA), accounts, documents and records to the satisfaction of the IICSA of the Contract and all expenditures which are reimbursable by the Home Office.

A20.4 The Contractor shall on request by the IICSA and at no extra cost afford the Home Office or any representative of the Home Office or the IICSA such access to those accounts, documents and records as may be required by the IICSA and shall provide reasonable assistance during the term of the Contract for the purpose of carrying out any audit of the Contractor's compliance with the Contract.

A20.5 If any audit reveals an error or incorrect charge in any invoice relating to the Contract, an appropriate correcting payment or credit shall be promptly made either by the Home Office or the Contractor respectively.

- A20.6 The right to these accounts, documents and records shall not apply to the extent that an examination would cause the Contractor to breach confidentiality obligations to other clients.
- A20.7 For the purpose of the examination and certification of the Home Office's accounts, or any examination pursuant to the National Audit Act 1983, of the economy, efficiency and effectiveness with which the Home Office has used its resources, the Contractor shall allow the Comptroller and Auditor General to examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Contractor and may require the Contractor to provide such oral and/or written explanations as the Comptroller or Auditor General considers necessary. This Clause A20.7 does not constitute a requirement or contract for the examination, certification or inspection of the accounts of the Contractor under the National Audit Act 1983.

A21. FREEDOM OF INFORMATION

- A21.1 The Independent Inquiry Into Child Sexual Abuse is not subject to the Freedom of Information Act 2000 (the "Act") for the duration of the Inquiry. After the Inquiry, all information submitted to the Inquiry may be disclosed in response to a request under the Act.
- A21.2 The Contractor acknowledges that the Home Office is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Home Office (at the Contractor's expense) to enable the Home Office to comply with its Information disclosure requirements.
- A21.3 The Contractor shall and shall procure that its sub-contractors shall:
- A21.3.1 provide the Home Office with a copy of all Information in its possession or power in the form that the Home Office requires within five working days (or such other period as the Home Office may specify) of the Home Office requesting the Information; and
 - A21.3.2 provide all necessary assistance as reasonably requested by the Home Office to enable the Home Office to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

A22. RIGHT TO PUBLISH AND PUBLICITY

- A22.1 The Parties and the IICSA agree that the Content of the Contract is not Confidential Information. The Contractor hereby agrees that, notwithstanding any other term of the Contract, the IICSA may publish the Contract in its entirety to the general public including any agreed changes to the Contract, subject to agreeing to the redaction of commercially sensitive information.
- A22.2 The Contractor shall assist and cooperate with the IICSA (at the Contractor's expense) to enable the IICSA to publish this Contract in a timely manner.

A22.3 Neither the Contractor nor the Contractor's Personnel shall make any press announcements or publicise the Contract or any part thereof in any way, without the prior consent in writing of the IICSA upon such terms as may be agreed.

A23. TERMINATION ON CHANGE OF CONTROL AND INSOLVENCY

A23.1 The Home Office represented by the IICSA may terminate the Contract with immediate effect by notice in writing to the Contractor (or the Contractor's representative in the event of A23.1.7) where:

A23.1.1 the Contractor or its parent company or ultimate parent company undergoes a change of control, within the meaning of Section 416 of the Income and Corporation Taxes Act 1988; or

A23.1.2 the Contractor is an individual and a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor, or the Contractor makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if a trustee in bankruptcy or a supervisor under an individual voluntary arrangement is appointed to manage the Contractor's affairs; or

A23.1.3 the Contractor is a company and the company passes a resolution for winding up or dissolution (otherwise than exclusively for the purposes of and followed by an amalgamation or reconstruction) or an application is made for an administration order in relation to it, or any Party and the IICSA gives or files notice of an intention to appoint an administrator of it or such an administrator is appointed, or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager or supervisor or provisional liquidator is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or

A23.1.4 the Contractor is a firm, or a number of persons acting together in any capacity and any event in Sub-Clauses A23.1.2 or A23.1.3 occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or

A23.1.5 the Contractor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

A23.1.6 any similar event occurs within the United Kingdom under the law of any other jurisdiction; or

A23.1.7 the Contractor is an individual and he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or

A23.1.8 the Contractor is an individual and he suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of his business.

A23.2 The Contractor (or the Contractor's representative in the event of A23.1.7) shall notify the IICSA in writing immediately upon the occurrence of any of the events mentioned in Clause A23.1.

A23.3 In relation to Sub-Clause A23.1.1 the IICSA represented by the IICSA may only exercise its right to terminate under Clause A23.1 where there are reasonable grounds for the Home Office represented by the IICSA to do so within six months of a change of control and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs.

A24. TERMINATION ON DEFAULT

A24.1 The Home Office may at any time by notice in writing terminate the Contract with immediate effect if the Contractor or the Contractor's Personnel is deemed to have committed a Material Breach of the Contract and:

A24.1.1 the Material Breach is capable of remedy and the Contractor or the Contractor's Personnel shall have failed to remedy the Material Breach within 30 Days of being required by the Home Office in writing to do so; or

A24.1.2 the Material Breach is not capable of remedy.

A24.2 Without prejudice to the provisions of Clause A24.1, where the Home Office considers that the Contractor or the Contractor's Personnel has committed a Persistent Breach, the Home Office shall be entitled to serve a notice on the Contractor:

A24.2.1 specifying that it is a notice of Persistent Breach;

A24.2.2 giving sufficient details of the Persistent Breach to enable the Contractor to identify the same; and

A24.2.3 stating that such breach is a breach which, if it recurs or continues, may result in a termination of the Contract.

A24.3 If 30 Days after service of a notice of Persistent Breach as described in Clause A24.2, the Contractor or the Contractor's Personnel has failed to demonstrate to the satisfaction of the Home Office that the breach specified has not recurred or continued and that the Contractor or the Contractor's Personnel has put in place measures to ensure that such breach does not recur, then the Home Office may deem such failure to be a Material Breach not capable of remedy for the purposes of Clause A24.1 and may terminate this Contract under the provisions of that Clause.

A25. CONSEQUENCES OF TERMINATION AND EXPIRY

A25.1 Any expiry or termination of the Contract howsoever arising shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the IICSA and shall not affect the continued operation of Conditions A1, A2, A3, A4, A7, A8, A9, A10,

A14, A16, A17, A18, A19, A20, A21, A22, A25, A26, A29, A30, A31, A33 and A34.

A25.2 Without prejudice to any other rights or remedies of the IICSA, in the event of termination of the Contract as provided by Condition A23 or A24, the IICSA shall be entitled to either accept receipt of, or decline to receive any part of the Contract already completed by the Contractor but not yet paid for by the IICSA and to engage an alternative contractor to undertake the outstanding balance of the Contract. The Contractor shall indemnify the IICSA against all reasonable costs incurred in doing so. Such costs shall include the administrative costs of re-tendering the requirement and any difference in the rates or prices which the IICSA may have to pay to the new contractor where such rates or prices are higher than the rates or prices payable under the Contract.

A25.3 In the event that the IICSA accepts receipt of any part of the Contract already completed by the Contractor but not yet paid for by the IICSA, the IICSA shall pay to the Contractor a reasonable charge for the partially completed Contract.

A25.4 Prior to or upon expiry or termination of the Contract for any reason, the Contractor:

A25.4.1 shall, at no cost to the IICSA, promptly provide such assistance and comply with such timetable as the IICSA may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or termination of the Contract,

A25.4.2 shall comply with any reasonable direction by the IICSA as to which of its obligations to perform as a priority under the Contract during the notice period;

A25.4.3 shall not knowingly do anything, or make any omission, which may adversely affect the orderly transfer of responsibility upon the expiry or termination of the Contract; and

A25.4.4 shall deliver up to the IICSA and/or destroy all Confidential Information pursuant to Clause A17.9.

A26. DISPUTE RESOLUTION

A26.1 Any dispute arising out of or in relation to the Contract shall be notified in the first instance to the Contract Managers of the Contractor and the IICSA who will attempt in good faith to resolve the dispute through negotiations. Where the dispute cannot be resolved by the Contract Managers of the Contractor and the IICSA within one month or such other period as is agreed between the Contractor and the IICSA in writing, either Party may refer the dispute to senior representatives of the IICSA and/or the Contractor for further negotiations.

Mediation

A26.2 If the dispute cannot be resolved by the Contractor and the IICSA within one month or such other period as is agreed between the Contractor and the IICSA in writing pursuant to Clause A26.1, the IICSA may refer the dispute to mediation. If the dispute is referred to mediation neither the Contractor nor the IICSA shall be entitled to commence or pursue any legal proceedings until the mediation procedure has been exhausted.

- A26.3 The mediator shall be appointed by agreement between the Contractor and the IICSA, or in the event of a failure to agree within 7 Days or if the agreed mediator is unable or unwilling to act, the mediator shall be appointed by the Centre for Effective Dispute Resolution (“CEDR”).
- A26.4 The Contractor and the IICSA shall within 7 Days of the appointment of the mediator meet with the mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations.
- A26.5 Unless otherwise agreed in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Contractor and the IICSA in any further proceedings.
- A26.6 If the Contractor and the IICSA reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties (of which the Home Office is represented by the IICSA) once it is signed by their duly authorised representatives.
- A26.7 If the Contractor and the IICSA fail to reach agreement within 60 Days of the mediator being appointed, or such longer period as the Parties may agree, then any dispute between them may be referred to the courts unless the IICSA at any time before the court proceedings are commenced serves a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clauses A26.9-A26.11.
- A26.8 If the Contractor intends to commence court proceedings, it shall serve written notice on the IICSA of its intentions and the IICSA shall have 21 Days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause A26.9-A26.11.

Arbitration

- A26.9 A sole arbitrator shall be agreed between the Contractor and the IICSA or in the event of a failure to agree within 5 Days of the referral to arbitration or if the agreed arbitrator is unable or unwilling to act, the arbitrator shall be appointed by the London Court of International Arbitration (“LCIA”).
- A26.10 Any arbitration shall be governed by the provisions of the Arbitration Act 1996 and the LCIA procedural rules in force at the date the dispute was referred to arbitration.
- A26.11 The arbitration proceedings shall take place in London, in the English language and shall be governed by and interpretations made in accordance with English law.
- A26.12 The fees of the mediator or arbitrator shall be borne by the Parties (of which the Home Office is represented by the IICSA) in the proportion as shall be determined by the mediator or arbitrator respectively having regard to all pertinent matters, including the conduct of the Contractor and the IICSA.
- A26.13 Nothing in this Condition A26 shall prevent either Party or the IICSA from seeking from any court of competent jurisdiction an interim order restraining the other Party or the IICSA from doing any act or compelling the other Party or the IICSA to do any act.

A27. CONTINUATION OF CONTRACT IN EVENT OF DISPUTES

A27.1 If any dispute of any kind whatsoever arises between the Parties (of which the Home Office is represented by the IICSA) in connection with or arising out of the Contract the Contractor shall at the IICSA's discretion continue to perform the Contract with all due diligence pending settlement of the dispute.

A28. TRANSFER AND SUB-CONTRACTING

A28.1 The Contractor shall not assign, novate, sub-contract, charge or otherwise dispose of the Contract or any part of the Contract without the prior written consent of the IICSA which shall not be unreasonably withheld.

A28.2 The Contractor shall ensure that any sub-contractor complies with the Conditions of this Contract, so far as they are applicable. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Contract.

A28.3 Where the IICSA has consented to the placing of sub-contracts, the Contractor shall, on request by the IICSA and within a reasonable time, send copies of the sub-contracts to the IICSA.

A28.4 Without prejudice to any entitlement to transfer its rights and obligations pursuant to a statutory transfer (which shall be governed by the terms set out therein), the Home Office represented by the IICSA shall be entitled to assign, novate or otherwise dispose of the Contract to any public sector body or any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Home Office represented by the IICSA at no cost to the Home Office or its successor provided that where any such assignment, novation or other disposal increases the burden of the Contractor's obligations under the Contract, the Contractor shall be entitled to such charges as may be agreed in writing between the IICSA's Commercial Representative and the Contractor to compensate for such additional burdens.

A29. SEVERABILITY

A29.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the IICSA and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

A30. WAIVER

A30.1 Any delay, neglect or forbearance on the part of the Contractor or the IICSA acting on behalf of the Home Office in enforcing against the other any provision of the Contract, shall neither

be nor be deemed to be a waiver or in any way prejudice any right or remedy of the Contractor or the IICSA under the Contract and shall not cause any diminution of the obligations established by the Contract.

A30.2 A waiver shall not be effective unless it is expressly stated in writing to be a waiver and is signed by the Party or the IICSA waiving the right or remedy.

A30.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy from any other or subsequent breach of Contract.

A31. CONFLICTS OF INTEREST

A31.1 The Contractor shall use all reasonable endeavours to ensure that neither the Contractor nor any of the Contractor's Personnel is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or such persons and the duties owed to the Home Office represented by the IICSA under the provisions of the Contract. The Contractor will disclose to the IICSA full particulars of any such conflict of interest which may arise.

A31.2 If, in the reasonable opinion of the IICSA, a conflict of interest arises then the Contractor shall take all necessary measures as are required by the IICSA to resolve the conflict of interest or alleviate its effect, at the Contractor's expense.

A31.3 If a resolution of the conflict of interest is not possible then without prejudice to any rights or remedies of the Home Office represented by the IICSA, the Home Office represented by the IICSA shall have the right to terminate the Contract with immediate effect and recover from the Contractor any loss resulting from such termination.

A31.4 Where the IICSA is of the opinion that a conflict of interest which existed at the time of the award of the Contract could have been discovered by a competent contractor and ought to have been disclosed by the Contractor, the Home Office represented by the IICSA may terminate the Contract immediately and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

A32. ADDITIONAL CLAIMS

A32.1 No claims for additional payment or time shall be allowed on the grounds of any matter for which a competent contractor would have made due allowance or which the Contractor could reasonably have discovered by a visit to the IICSA's premises, reference to the IICSA, or such other means as may have been appropriate.

A33. GOVERNING LAW

A33.1 The Contract shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the exclusive jurisdiction of the English courts.

A34. ENTIRE CONTRACT

- A34.1 The Contract constitutes the entire agreement between the Parties (of which the Home Office is represented by the IICSA) relating to the subject matter of the Contract and, save as may be expressly referred to or referenced herein, supersedes all prior representations, negotiations and understandings, whether written or oral, with respect hereto.
- A34.2 Any terms, conditions or general reservations printed on any documentation passing between the Parties or the IICSA shall not be applicable to the Contract.
- A34.3 Clause A34.1 shall not exclude any liability in respect of any fraudulent misrepresentation.

PART D – CONDITIONS OF CONTRACT FOR SERVICES

- D1. Definitions
- D2. The Services
- D3. Variation of the Services
- D4. Contractor's Personnel
- D5. Meetings and Reporting
- D6. Equipment, Plant and Materials
- D7. Inspection
- D8. Acceptance Procedure
- D9. Home Office and the IICSA Premises
- D10. Health and Safety and Security
- D11. Payment
- D12. Intellectual Property Rights
- D13. Intellectual Property Rights Infringement
- D14. TUPE
- D15. Soliciting for Employment
- D16. Business Continuity Planning
- D17. Exit and Skills Transfer
- D18. Non-exclusivity
- D19. Break

D1. DEFINITIONS

In the Contract the following words shall have the following meanings unless the context requires otherwise:

“Home Office” means the Secretary of State for the Home Department, which is the contracting authority (and contract signatory) under this arrangement.

The Inquiry into Child Sexual Abuse (the “IICSA”) is the customer and will as such have full operational responsibility for managing the Contract and services. References to the IICSA and the Home Office in the Contract relate to their respective roles as customer and contracting authority and should be read as such.

“Acceptance” means the written acceptance of the IICSA’s Contract Manager given in accordance with any acceptance procedures set out in the Contract;

“Deliverables” means anything specified in the Contract to be delivered by the Contractor to the IICSA under the Contract including reports, manuals and other documentation and outputs;

“Key Personnel” means any of the Contractor’s Personnel named in the Contract as key personnel or any of the Contractor’s Personnel who the IICSA notifies to the Contractor in writing are to be regarded as key personnel;

“Party” means a party to the Contract which is either the Home Office as the contracting authority or the Contractor and “Parties” shall be construed accordingly to mean both the Home Office and the Contractor. The Contracting Authority is represented by the IICSA and shall be referred to as the IICSA explicitly where “Party” and “Parties” are referred to and when the IICSA represents the contracting authority.

“Premises” means the location(s) where the Services are to be performed as specified in the Contract;

“Services” means the services to be provided as specified in the Contract including the production of any Deliverables and any planning, preliminary and preparatory work.

D2. THE SERVICES

D2.1 The Contractor’s Personnel shall be appropriately experienced, qualified, trained and security cleared and shall undertake the Services with reasonable skill, care and diligence in accordance with the Contract and good industry practice and to the reasonable satisfaction of the IICSA.

D2.2 The Contractor shall supervise and manage the Contractor’s Personnel properly.

D2.3 If any of the Contractor’s Personnel is not a British citizen, Swiss national or a national of a country in the European Economic Area, the Contractor shall ensure that the Contractor’s Personnel has the necessary Home Office permission to work and shall ensure compliance with the Asylum and Immigration Act 1996.

D2.4 Timely provision of the Services shall be of the essence of the Contract and failure to commence or provide the Services within the time promised or specified shall enable the IICSA (at the IICSA’s option acting reasonably) to release itself from any obligation to accept and pay for the Services and/or to cancel all or part of the Contract, in either case without additional cost and without prejudice to the Home Office and the IICSA’s other rights and remedies.

D3. VARIATION OF THE SERVICES

D3.1 The IICSA reserves the right from time to time during the term of the Contract in accordance with any change control procedures set out in the Contract to add to, omit, or otherwise vary the Services including the order in which the Services are to be delivered or the locations where the Services are to be provided and any alteration to the prices or completion date arising by reason of such variation shall be agreed between the Parties and the IICSA and shall properly and fairly reflect the nature and extent of the variation in all the circumstances.

D4. CONTRACTOR’S PERSONNEL

- D4.1 The Contractor shall make the Key Personnel available for the purposes of the Services and shall not make any changes in the Key Personnel without the prior written approval of the IICSA, such approval not to be unreasonably withheld. Whenever, for any reason, the Key Personnel are unavailable for the performance of the Services, the Contractor shall as soon as reasonably practicable substitute suitably qualified replacements acceptable to the IICSA.
- D4.2 If and when requested by the IICSA, the Contractor shall provide the IICSA with a list of the names of all the Contractor's Personnel who may at any time be concerned with the provision of the Services or any part of it, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity, qualifications, experience and other supporting evidence as the IICSA may reasonably require.
- D4.3 The Contractor shall ensure that staff shall be selected for suitability to work with sensitive information such as the personal details of people engaging with the IICSA and potential information that may be used as evidence for the IICSA. The suitability of personnel and the processes for the recruitment of new personnel shall be mutually agreed between the IICSA and the Contractor and the Contractor shall provide the IICSA with any updates on either new or existing personnel required in order to maintain security.
- D4.4 Where the IICSA reasonably requires by notice to the Contractor that any of the Contractor's Personnel is not to become involved in or is to be removed from involvement in the Services, the Contractor shall take all reasonable steps to comply with such notice. The Contractor shall replace any such person with someone with equivalent experience, qualifications, training and security clearance.
- D4.5 The decision of the IICSA as to whether any person is not to become involved in or is to be removed from involvement in the Services, as to the designation or approval of Key Personnel and as to whether the Contractor has furnished the information or taken the steps required by this Condition D4 shall be final and conclusive.
- D4.6 The Contractor shall:
- D4.6.1 take instructions and all directions and, where appropriate, receive the IICSA's decisions only through the IICSA's Contract Manager;
 - D4.6.2 act in accordance with all reasonable instructions and directions in carrying out the Services;
 - D4.6.3 keep the IICSA's Contract Manager advised on all matters materially related to its performance of the Services according to reporting formats specified by the IICSA;
 - D4.6.4 answer all reasonable enquiries received from the IICSA's Contract Manager;
 - D4.6.5 attend or be represented at regular meetings as requested by the IICSA from time to time.
- D4.7 The Contractor shall ensure that leave is taken by the Key Personnel on dates which do not interfere with the proper delivery of the Services and shall consult with the IICSA's Contract Manager before allowing leave to be taken.

- D4.8 The Contractor shall not vary the Contract prices at anytime during the term of the Contract including any extension due to the promotion of any of the Contractor Personnel.
- D4.9 The Contractor shall bear the cost of any notice, instruction or decision of the IICSA under this Condition D4.

D5. MEETINGS AND REPORTING

- D5.1 The Contractor and the Contractor's Personnel shall upon receipt of reasonable notice and during office hours attend all meetings arranged by the IICSA's Contract Manager for the discussion of matters connected with the performance of the Services.
- D5.2 The Contractor and the Contractor's Personnel shall provide the IICSA's Contract Manager with such reports of the Services and copies of the Deliverables at such intervals and in such form as the IICSA may from time to time reasonably require.

D6. EQUIPMENT, PLANT AND MATERIALS

- D6.1 The Contractor shall provide all equipment, plant and materials necessary for the provision of the Services except where otherwise agreed in the Contract.
- D6.2 In the event that the Contractor procures goods or services including equipment from third parties on behalf of the IICSA, it shall at all times do so in accordance with the provisions of the Public Contracts Regulations 2015 as though the Contractor were a contracting authority within the meaning of those regulations and in accordance with all other applicable domestic and European law.
- D6.3 Where the IICSA in accordance with the Contract issues equipment, plant or materials free of charge to the Contractor such equipment, plant or materials shall be and remain the property of the IICSA. The Contractor shall not in any circumstances have a lien on the equipment, plant or materials and shall take all steps necessary to ensure that the title of the IICSA and the exclusion of any lien are brought to the attention of any third party dealing with the equipment, plant and materials.
- D6.4 The Contractor shall maintain all equipment, plant and materials provided by the IICSA in good order and condition and shall use such equipment, plant and materials solely in connection with the Contract. The Contractor shall notify the IICSA of any surplus materials remaining after completion of the Services and shall dispose of them as the IICSA may direct. Waste of such materials arising from bad workmanship or negligence of the Contractor or the Contractor's Personnel shall be made good at the Contractor's expense. Without prejudice to any other of the rights of the IICSA, the Contractor shall deliver up such equipment, plant or materials whether processed or not to the IICSA on demand.

D7. INSPECTION

- D7.1 The IICSA shall be entitled to inspect and examine the performance of the Services and the Contractor shall afford all reasonable access, facilities and assistance required by the IICSA for any inspection and examination free of charge.
- D7.2 No failure to make complaint at the time of such inspection and no approval given during or after such inspections shall constitute a waiver by the IICSA of any rights or remedies in respect of the Services.

D8. ACCEPTANCE PROCEDURE

- D8.1 This Condition D8 shall apply in the absence of any specific acceptance procedures elsewhere in the Contract.
- D8.2 The Contractor shall make available any Deliverables to the IICSA's Contract Manager for Acceptance.
- D8.3 The Acceptance of a Deliverable shall be carried out by the IICSA with the co-operation of the Contractor, within 15 days (or such other period as the Contractor and the IICSA may agree in writing) of the Contractor making the Deliverable available to the IICSA during which time the IICSA must determine whether the Deliverable meets the requirements defined and/or any acceptance criteria agreed in writing prior to the commencement of the acceptance procedure.
- D8.4 If it is determined that the Deliverable meets the requirements defined and/or any acceptance criteria agreed, the IICSA shall promptly notify the Contractor in writing of its Acceptance.
- D8.5 If it is determined that the Deliverable, or any part of it, does not meet the requirements defined and/or any acceptance criteria agreed, the IICSA shall extend the acceptance period by 10 days (or such other period as the Contractor and the IICSA may agree in writing) during which the Contractor shall correct the faults which caused the acceptance to be unsuccessful and the acceptance procedure shall be carried out again.
- D8.6 If, after the IICSA has extended the acceptance period pursuant to Clause D8.5 above, the acceptance has not been recorded as successful by the end of that period, the IICSA shall, have the right, without prejudice to its other rights and remedies:
- D8.6.1 to accept such part of the work as the IICSA may decide and pay a charge calculated on a pro rata basis therefor or such other charge as may be agreed between the Contractor and the IICSA; or
- D8.6.2 to extend the acceptance period for a period or periods, specified by the IICSA, during which the Contractor shall correct the fault that caused the acceptance to be unsuccessful and the acceptance procedure shall be carried out again.

D9. THE HOME OFFICE AND IICSA PREMISES

- D9.1 This Condition D9 shall only apply where the Premises are provided by or on behalf of the Home Office or the IICSA.
- D9.2 Access to the Premises shall be made available to the Contractor free of charge and shall be used solely for the purposes of performing the Contract. The Contractor shall have use of the Premises as licensee.
- D9.3 Access to the Premises shall not be exclusive to the Contractor but shall be such as to enable the Contractor to carry out the Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as the IICSA may reasonably require.
- D9.4 Where any of the Contractor's Personnel is replaced in accordance with D4 the Contractor shall take any steps reasonably required by the IICSA to prevent such Contractor's Personnel being admitted to the Premises.

- D9.6 The Contractor shall make no delivery of its equipment, plant or materials nor commence the Services on the Premises without the IICSA's Contract Manager's prior approval.
- D9.7 The Contractor shall maintain its items of equipment, plant and materials within the Premises in a safe, serviceable and clean condition.
- D9.8 All equipment, plant and materials brought onto the Premises by the Contractor shall be at the Contractor's own risk and neither the Home Office nor the IICSA shall have any liability for any loss of or damage to the same unless the Contractor can demonstrate that such loss or damage was caused by the wilful act of the Home Office or the IICSA.
- D9.9 The Contractor shall provide for the haulage or carriage of its equipment, plant or materials to the Premises and the removal therefrom when no longer required at the Contractor's sole cost.
- D9.10 The Home Office and the IICSA shall have the power at any time during the Contract to order in writing that the Contractor:
- D9.10.1 remove from the Premises any of its equipment, plant or materials which in the opinion of the Home Office or the IICSA is either hazardous, noxious or not in accordance with the Contract; and
- D9.10.2 substitute proper and suitable equipment, plant and materials.
- D9.11 On completion of the Services the Contractor shall remove its equipment, plant and unused materials and shall clear away from the Premises all rubbish arising out the Services and leave the Premises in a neat and tidy condition.
- D9.12 The Contractor shall pay the costs of making good any damage to the Premises (and any fixtures and fittings of the Premises) done by the Contractor's Personnel other than fair wear and tear.
- D9.13 Continuity of electricity, heating, telephone, water supplies, stationery and sewerage ("Supplies") at the Premises is not guaranteed and no liability will be accepted by the Home Office or the IICSA for shut-down or restrictions due to any cause whatsoever.
- D9.14 The Contractor's Personnel shall ensure that the Premises are used with due regard for the need for the efficient use and conservation of Supplies and neither the Home Office nor the IICSA shall bear the costs of any use of such Supplies by the Contractor's Personnel which do not conform to the requirements of this Clause D9.14.

D10. HEALTH AND SAFETY AND SECURITY

- D10.1 The Contractor shall notify the IICSA if the Services are hazardous to health or safety and of the precautions that should be taken in respect thereto.
- D10.2 The IICSA shall notify the Contractor of any special health and safety hazards which the IICSA becomes aware of in relation to the Premises, where the Premises are provided by or on behalf of the Home Office or the IICSA, which may affect the Contractor's performance of the Services. If the Home Office or the IICSA notifies the Contractor of any special health and safety hazards the Contractor shall draw any such hazards to the attention of the Contractor's Personnel.

- D10.3 The Contractor shall be responsible for the observance by itself and the Contractor's Personnel of all such rules, site regulations, policies, procedures, requirements (including those relating to security arrangements) and safety precautions necessary for the protection of itself and the Contractor's Personnel and any other persons including all precautions required to be taken by or under all applicable laws, enactments, orders, regulations, other similar instruments and codes of practice. The Contractor and the Contractor's Personnel shall co-operate fully with the Home Office or the IICSA to ensure the proper discharge of these duties.
- D10.4 Where the Premises are provided by or on behalf of the Contractor, the IICSA shall be entitled to inspect the Premises to ensure they are appropriate for the provision of the Services.
- D10.5 Accidents to the Contractor's Personnel at the Premises which ordinarily are required to be reported in accordance with the Health and Safety at Work Act 1974 shall be reported immediately to the IICSA's Contract Manager.
- D10.6 The IICSA may undertake security and/or identity checks on any of the Contractor's Personnel requiring unescorted access to the Home Office or the IICSA's Premises or IT network. The Contractor and the Contractor's Personnel must comply with the IICSA's arrangements for undertaking security and identity checks.

D11. PAYMENT

- D11.1 This Condition D11 shall apply in the absence of any specific provision for payment elsewhere in the Contract.
- D11.2 The Contractor shall submit a single, fully itemised invoice at the end of each calendar month in respect of the Services undertaken during that month unless the Contract specifies payment is due upon Acceptance of the Services or Deliverables in which case the Contractor shall submit a single, fully itemised invoice after Acceptance of the Services or Deliverables.
- D11.3 The invoice must clearly identify the Services and/or Deliverables to which the invoice relates.

D12. INTELLECTUAL PROPERTY RIGHTS

- D12.1 This Condition D12 shall apply in the absence of any specific provision for the allocation of Intellectual Property Rights between the Parties elsewhere in the Contract.
- D12.2 All Intellectual Property Rights or other similar protection in any specifications, instructions, plans, data, drawings, databases, patterns, models, designs or other material furnished to or made available to the Contractor by the IICSA pursuant to the Contract shall remain the property of the Home Office represented by the IICSA.
- D12.3 All pre-existing Intellectual Property Rights or other similar protection in any specifications, instructions, plans, data, drawings, databases, patterns, models, designs or other material existing prior to the date of the Contract date and furnished to or made available to the IICSA by the Contractor pursuant to the Contract shall remain the property of the Contractor. The Contractor hereby grants to the Home Office represented by the IICSA and the Crown a non-exclusive, royalty free, perpetual and irrevocable licence to use, reproduce, modify, adapt, amend, enhance and other deal with (and to authorise a third party on behalf of the Home Office represented by the IICSA or the Crown, such third party having signed a

confidentiality undertaking, to use, reproduce, modify, adapt, amend, enhance and otherwise deal with) the Contractor's pre-existing Intellectual Property Rights for the Home Office represented by the IICSA or the Crown's own internal purposes, to allow the Home Office represented by the IICSA or the Crown to exploit the Intellectual Property Rights or similar generated under the Contract and for any other purposes specified in the Contract.

D12.4 All Deliverables, reports and other documents or similar and all Intellectual Property Rights or other similar protection arising out of the performance by the Contractor's Personnel of their duties hereunder are hereby assigned to and shall vest in the Home Office represented by the IICSA absolutely and the Contractor or the Contractor's Personnel shall enter into such documentation and perform such acts as the IICSA may request to properly vest such rights in the Home Office represented by the IICSA.

D12.5 The provisions of Condition D12 shall apply during the continuance of the Contract and after its expiry or termination howsoever arising.

D13. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

D13.1 If an action, claim or demand for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor may at its own expense and subject to the consent of the IICSA (not to be unreasonably withheld or delayed) either:

D13.1.1 modify any or all of the Services without reducing the performance of the same so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted Services; or

D13.1.2 procure a licence (at the Contractor's cost) to provide the Services, which are the subject of the alleged infringement, on terms which are acceptable to the IICSA.

D13.2 The provisions of Condition D13 shall apply during the continuance of the Contract and after its expiry or termination howsoever arising.

D14. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 ("TUPE")

D14.1 The Contractor shall provide the IICSA, and/or any other person authorised by the IICSA who is to be invited to submit a tender in relation to the provision of similar Services, with such information (including any changes to and interpretations thereof) in connection with TUPE as the IICSA may require. The Contractor shall provide the information within 10 days of the IICSA's request.

D14.2 During the 8 month period preceding the expiry of the Contract or any notice period, the Contractor shall not without the prior written consent of the IICSA (not to be unreasonably withheld or delayed):

D14.2.1 materially amend the terms and conditions of employment of any employee whose work wholly or mainly falls within the scope of this Contract;

D14.2.2 materially increase the number of employees whose work (or any part of it) is undertaken for the purposes of this Contract; or

D14.2.3 move or deploy any Key Personnel away from the performance of the Services under this Contract.

D15. SOLICITING FOR EMPLOYMENT

D15.1 Each Party to the Contract and the IICSA undertakes not to attempt to solicit nor procure the service or employment of employees of the other Party or the IICSA or persons engaged under a contract for services with the other Party during the term of the Contract and within six calendar months after the termination or expiry of the Contract without the prior written permission of the other Party and the IICSA.

D15.2 Clause D15.1 shall not restrict either Party nor the IICSA from appointing any person, whether employee or consultant of the other or not, who has applied in response to an advertisement properly and publicly placed in the normal course of business. In such event, neither Party nor the IICSA shall have any obligation or liability to the other by way of introductory or finder's fee.

D16. BUSINESS CONTINUITY PLANNING

D16.1 The IICSA may require the Contractor to develop and agree with the IICSA a business continuity plan. Where so required the Contractor shall:

D16.1.1 in accordance with good industry practice, maintain detailed and comprehensive contingency plans against events which could affect the ability of the Contractor to perform the Services in accordance with this Contract, including loss of computer and business systems, loss or failure of equipment, loss of utilities or premises, industrial relations problems, failures in the supply chain, pandemic and loss of Key Personnel; and

D16.1.2 keep the plans under review and make such changes, from time to time, as shall be required in accordance with good industry practice.

D16.2 The IICSA shall be entitled to review any business continuity plans developed under this Contract at any time and, at its sole discretion, make suggested changes or amendments to the plans which the Contractor, acting reasonably shall consider and, after consultation and agreement with the IICSA, put in place.

D17. EXIT AND SKILLS TRANSFER

D17.1 The IICSA may require the Contractor to develop and agree with the IICSA an exit and skills transfer plan describing how the Services shall be handed over and appropriate skills transferred. Any such exit and skills transfer plan will be developed in line with the IICSA's requirements and updated through the term of the Contract.

D18. NON-EXCLUSIVITY

D18.1 The Home Office and the IICSA may at any time engage other persons to provide services of the same type as the Services.

D19. BREAK

D19.1 In addition to the Home Office represented by the IICSA's other rights to terminate the Contract, the Home Office represented by the IICSA, shall be entitled to terminate the Contract or any part thereof by giving to the Contractor not less than:

D19.1.1 15 Days notice to that effect where the term of the Contract is less than 90 Days.

D19.1.2 30 Days notice to that effect where the term of the contract is 90 Days or more.

D19.2 Where the Home Office represented by the IICSA, terminates the Contract under Clause D19.1, the Home Office represented by the IICSA, shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under D19.1.

D19.3 The Home Office represented by the IICSA shall not be liable under Clause D19.2 to pay any sum which:

D19.3.1 was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

D19.3.2 when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated in accordance with Clause D19.1.

Broome/ Gekoski Tender Submission

[redacted]

Tasks (Key Milestones = M1 - M4)	Apr - 19	May - 19	Jun - 19	Jul - 19	Aug - 19	Sep - 19	Oct - 19	Nov - 19	Dec - 19	Jan - 20	Feb - 20	Mar - 20	Apr - 20	May - 20	Jun - 20	Jul - 20	Aug - 20 (+)
Inception meeting																	
Policy document research and writing																	
Inquiry safeguarding training and ongoing safeguarding monitoring																	
Cohort engagement and support																	
Data Privacy Impact Assessment submitted to IICSA																	
Design and develop quantitative survey																	
Piloting of quantitative survey																	
IICSA and UH ethics submitted																	
M1: IICSA and UH ethics received																	
M1: Briefing note delivered																	
Online quantitative survey live																	
Quantitative survey analysis and reporting																	
Design of qualitative interview guide																	
Qualitative interviews																	
Transcription of qual interviews																	
Clinical supervision/debrief																	
Thematic analysis of qual interviews																	
M2: Completion of fieldwork																	
M2: Delivery of anonymised data																	
Outline of proposed report																	
M3: Delivery of summary, first draft report and presentation																	
Review from IICSA																	

Final reporting drafting																		
M4: Delivery of final report																		
Review from IICSA																		
Response to final comments																		
Rewrite pre-publication																		
Final design version & accessible version																		
Dissemination																		

[redacted]

Curriculum Vitae

[redacted]

Annex C(ii)

Questionnaire 7 DATA MANAGEMENT, SECURITY AND CONFIDENTIALITY

7.1 Please describe what your approach will be to data management, security and confidentiality. This includes compliance with data protection legislation at all relevant stages.

How you will transfer data to the Inquiry, including any relevant software and systems that will be utilised. How you will receive data from the ONS, including any relevant software and systems that will be utilised. How you will store data within your organisation, including how you will ensure that the recontact sample from the ONS will be kept secure. Who will have access to the research data and how will access be restricted. How the research data will be deleted at the end of the project.

[redacted]

IICSA: 1179 Bid clarification meeting with Broome|Gekoski and University of Hertfordshire.

[redacted]

[redacted]

1.1 Could you please provide the skills and qualifications required of the research assistant who would be appointed for this project? If a research assistant has been appointed, please provide their CV.

- Proposed research assistant has first class degree in psychology, with trauma-based research with co-victims of homicide completed for dissertation
- Recent experience of transcribing audio interviews of child sexual abuse victims for Broome|Gekoski's academic book on the impacts of child sexual abuse from the perspective of adult victims/survivors. Transcription completed to very high standard and to time. Close attention to detail, and conveyed rhythm and patterns of each person's speech
- Highly resilient, strong interest in working with CSA in career; pursuing masters training
- Completed placement at HMP Thameside (Cat B male prison), managing prisoner caseload and helping offenders reduce risk of serious harm and re-offending. Experience working with sex offenders, including perpetrators of CSA. Duties entailed examining MG5 documents, in-depth interviews with offenders, work with segregation unit, research and production of workbooks for prisoners on domestic violence. Undertook safeguarding training

2.1 Please provide more details on the second example given regarding the research at HM Inspectorate of Prisons, including how this research incorporated both qualitative and quantitative.

- The Chief Inspector's witness statement drew upon evidence from semi-structured (open and closed question) surveys with children detained in YOIs and STCs from the late 1990s.
- The quantitative element of the submission was informed using **descriptive analysis of responses to relevant closed questions** (e.g. *Have staff here ever done any of the following to you...Sexual assault?*)
- This analysis was **supplemented with qualitative data** (where available) outlining the **nature of any allegations** made by detainees in response to open survey questions, and accounts of **follow-up actions and responses** by inspectors and relevant establishment staff.

3.1 Online surveys typically yield lower response rates, please provide more information on how you plan to monitor the response rate in order to maximise the quantitative sample.

- *Qualtrics* software allows us to **monitor survey completion rates** in real time.
- The survey will be **live for a seven-week period** ([redacted]), but there is **flexibility** within the workplan to **extend this to 10 weeks** (i.e. [redacted]).
- The recontact sample will each receive **a tailored and unique message** once the online survey is live.
- We will email, call or write - depending on the contact details provided - to **all non-completers at two subsequent points** during this period: at around the midway point (i.e. from [redacted] if live for seven weeks) and again one week before the scheduled closing date (e.g. from [redacted]) in an effort to boost response rates.

3.2 What do you anticipate the take up of online surveys to be, in comparison to telephone surveys?

- We anticipate a higher take up for the online survey as we consider it to be the most **efficient, cost-effective** and **ethical** approach to administering the survey (e.g. see TNS-BMRB, 2011: 10).
- An online approach offers respondents **greater flexibility** and **emotional distance**:
 - o *Reduces the risk of experiencing distress.*
 - o *Respondents can choose to complete the survey when they feel ready and at a time most suitable to them, taking breaks as required.*
 - o *Allows them to better manage their wellbeing, compared to a single choice, fixed-time telephone survey.*
- However, **alternative ways to complete the survey** (in paper form, or via a telephone interview) will be offered to all respondents.

3.3 On how many respondents do you plan to pilot the online survey on?

- We will pilot the survey in two stages - pre and post ethical approval.
- The pre-stage (in [redacted]) will involve two UH staff with technical expertise in the use of online surveys 'road testing' the questionnaire and providing feedback on it.
- We will pilot the online survey with up to five members of the recontact sample in early [redacted] (post ethical approval, but prior to the survey going live) and invite feedback from them on the process of completing it.
- The aim of piloting will be:
 - o *To ensure that the online survey displays correctly for respondents (e.g. on tablet devices, or phones).*
 - o *To ensure respondents understand our questions.*
 - o *To ensure questions return the information needed (e.g. if there's a high rate of non-response or respondents choosing 'Other' options).*
 - o *To discover and address any practical and/or ethical problems (e.g. accessibility of links, length of the survey, any firewall-related issues).*

4.1 You have proposed to increase the number of qualitative interviews, how will this larger sample be identified?

- Qual interviews with 3 groups: (i) not accessed support services; (ii) positive experiences of support services; and (iii) negative experiences / dropped out of using services
- (i) identified through filter question at beginning of survey
- (ii) identified through analysis of relevant questions in survey
- (iii) identified through analysis of relevant questions in survey
- At end of survey, all respondents asked if they would like to participate in qual interview
- Engagement communication will ask people if they wish to participate in qual interview

4.2 How will you ensure that the time and resources required to increase the qualitative sample does not impact negatively on maximising the use of the quantitative sample?

- Separate, sufficient resources allocated for both qualitative and quantitative work
- Work plan established for maximising quantitative survey responses
- Quantitative work comes first, with qualitative interviewees drawn from survey respondents
- Monitoring of survey responses in real time, with regular reporting and discussion

5.1 The ITT sets out a period of three months for the designing, testing and piloting the survey whilst only one month has been allocated to this in the bid. Please provide more information on how you plan to design, test and pilot the online survey within this time frame, including any more detailed timelines you might have.

- Work will begin on **designing the online survey** as soon as the contract is awarded (end of [redacted]).
- As indicated in response to q3.3, we will **pilot the online survey in two stages**.
- The **initial stage** (in [redacted]) will involve two UH staff with technical expertise in the use of online surveys 'road testing' the questionnaire and providing feedback on it, prior to the instrument being submitted for ethical approval.
- We will **pilot the ethically approved online survey** with up to five members of the recontact sample in early July (prior to the survey going live on [redacted]) and invite feedback from them on the process of completing it.
- Any proposed changes or amendments to the survey in light of piloting will be approved by both the Inquiry & UH ethics prior to it going live (preferably by Chair's action).

6.1 Please outline how you will mitigate the risk of not meeting the sample sizes required for both the quantitative online survey and the qualitative interviews.

The ITT document identifies a minimum response rate of 75%. Though ambitious, we believe this is achievable given:

- The **salience, significance and value** respondents are likely to attribute to the topic.
- We have a **reachable and contactable population** for the study.
- We will **use 'pre-notifications'** to alert and prime respondents to the launch of the survey.
- Recruitment will **prioritise engaging under-represented groups** (e.g. men) within the recontact sample.
- 'Piping' functions can be used within *Qualtrics* (where answers given are used in subsequent questions) to **provide a more tailored experience** and minimise attrition.
- We will incorporate **systematic follow-up of non-responders**.
- Flexibility within the workplan means there is **scope to extend** the period during which the online survey will be live.

6.2 Please outline how you will mitigate missing key milestones for the online survey?

- We will **monitor for potential risks** early and often.
- We have ensured **sufficient flexibility within our workplan** to meet project milestones.
- We will regularly **discuss any emerging challenges** and **explore solutions** asap (internally and with the Inquiry).
- We will **engage with the recontact sample at an early stage** and introduce them to the study.
- We will ensure the online survey is **salient, user friendly** and **fit for purpose**.

PRICE SCHEDULE

Annex C - IICSA: 1179 Price Schedule				
Table 1.				
Tenderers are asked to provide a fixed cost (subject to future year adjustments outlines on the guidance tab) for delivery of the contract, which they are then required to split by the milestones below.				
Maximum day rates based on a Working Day of eight (8) hours (excluding breaks) and are inclusive of travel & related expenses to the Base Location.				
The Supplier shall not charge for any more than eight (8) working hours in one day				
Rates submitted are exclusive of VAT and are firm for the duration of the contract				
For the purposes of the Day Rate card, suppliers should assume that all roles will be required as part of the contract and submit pricing for all roles on that basis				
Miles tone	Milestone Activity	Breakdown of Key Staff allocated to the milestone (including grade of staff, their daily rate and volume of days required to deliver the milestone)	Breakdown of non-staff costs to deliver the milestone	Cost (£)
1	<p>Study has received ethical approval from the Inquiry's Research Ethics Committee and from any ethics committee required by the supplier's own organisation.</p> <p>Completion and delivery of the briefing note (maximum of five pages) to an acceptable standard.</p> <p>Acceptable standard means:</p> <ul style="list-style-type: none"> - the note is complete and is no longer than five pages (not including references) - conclusions relevant to the aims of the note are set out and directly evidenced by current policies and guidance on support available to victims and survivors of child sexual abuse - the note is written in an accessible and engaging style which is appropriate to a non-academic audience - full references are provided and are correctly formatted in Harvard style (endnotes, not footnotes) 	[redacted]	Travel costs to inception meeting and Safeguarding training: £320	9,601.42

2	Completion of fieldwork and delivery of anonymised survey dataset and anonymised interview transcripts	[redacted]	Interview travel expenses + travel expenses and costs of external clinical supervision: £950	23,832.33
3	<p>Presentation of emerging findings to IICSA staff</p> <p>Delivery of summary report of emerging findings</p> <p>Delivery of first full draft of report to an acceptable standard</p> <p>Acceptable standard means:</p> <ul style="list-style-type: none"> - the report is complete and includes all chapters, an executive summary (max. 10 pages), bibliography and any relevant appendices aims and objectives of the research are precisely defined - theoretical framework and methodology used are clearly set out, including a rationale for taking that approach - findings and conclusions relevant to the research aims are set out and directly evidenced by the research - any gaps or limitations in the research evidence are clearly discussed - the report is written in an accessible and engaging style which is appropriate to a non-academic audience - full references are provided and are correctly formatted in Harvard style (endnotes, not footnotes). 	[redacted]	Travel costs to presentation: £150	22,688.00
4	<p>Delivery of final report to a publishable standard.</p> <p>Publishable standard means:</p> <ul style="list-style-type: none"> - Report has undergone and completed the Inquiry's review and signoff process (including review by academic peer reviewers) - Comments from the review process have been fully addressed (where considered to be appropriate by the authors and the Inquiry) - The report has been copyedited and any key data points and key findings are, where appropriate, presented in a visually engaging way - The Inquiry deems the report to be of 	[redacted]		4,720.25

	a publishable standard with no further revisions required.			
TOTAL COST				60,842.00
	Milestone's will be paid at the following percentage of the overall tender cost:			
	Milestone	Percentage Allocation of tender costs		
	1	10%		
	2	20%		
	3	30%		
	4	40%		

Annex C - IICSA: 1179 Price Schedule	
Travel and Accommodation:	
Travel and accommodation should be included in the day rates within Table 3 and therefore should be excluded from the costs listed below.	
Table 2.	
Description of non-staff costs (Please itemise)	Cost (£)
Travel costs to inception meeting	200
Travel costs to safeguarding training	120
Quantitative interview travel expenses	150
Qualitative interview travel expenses	150
Travel expenses for external clinical supervision	150
Costs of external clinical supervision	500
Travel costs to presentation	150
Total	1,420

IICSA: 1179 Clarification questions submitted by potential suppliers, via the CCS e-sourcing portal, during the clarification period as specified in the ITT. All questions and answers were provided to all potential suppliers.

1. Would you be able to advise if the use of Cyber Essentials by the contractor is a negotiable point in the contract?

If you do not have Cyber Essentials, please outline the cyber security that you have in place. Your current system/policies will be evaluated to assess if they meet the requirement.

2. What contact details are held for potential participants (e.g. telephone number, email address, home address)? Do you know what proportion of people are contactable by email, and what proportion are contactable by phone?

For those who agree to provide this information, the contractor has -

- Name
- Email address
- Home address
- Telephone number

We do not currently have access to the proportions of respondents who are contactable by email and by phone.

3. How many participants have now, to this point in time, agreed to take part (i.e. the total, current set of people that can be asked to participate)?

As of 02.04.19 we have 435 people who have agreed to be contacted in relation to this research.

4. What are participants expecting (if anything) in terms of initial contact from us?

Potential participants have been told they will be contacted by [redacted] to determine whether or not they are happy to participate in the research. They have not been told what form this contact will take.

5. What have participants given their consent for, exactly? Can we see what they have been shown or signed up to?

The following question was asked in the 2018/19 Crime Survey for England and Wales to determine whether or not they would be happy to be contacted about further research.

"The Independent Inquiry into Child Sexual Abuse (IICSA) are an independent organisation set up by

Government to investigate the issue of child sexual abuse and make recommendations about how to prevent it happening in the future. They may be carrying out further research into the experiences of people who were sexually abused during childhood to inform their work. Any research will be approved by an independent research ethics committee before taking place.

Would you be willing for [redacted] to pass your name, contact details and survey responses to the ONS or another research organisation commissioned by IICSA so that they could contact you by 31st December 2019 about this research?

Your name and contact details would be used solely for the purposes of this further research and you will not be under any obligation to take part in this research if you do not want to. Your survey responses would only be used to ensure that a representative sample of people is used in the research. This means that not everybody will be contacted to take part.

The data passed on to the ONS or other research organisation conducting the research for IICSA will be deleted by [redacted].

1. Yes – willing for details to be passed on
2. No – not willing for details to be passed on"