



Nottinghamshire

POLICE & CRIME COMMISSIONER



Our Ref: 2941/16

20 April 2016

Dear

Re: Request under the Freedom of Information Act 2000 (FOIA)

Thank you for your request for information, which was received by the Nottinghamshire Office of the Police and Crime Commissioner on 19 April 2016.

INFORMATION REQUESTED

I write regarding the Integrated Restorative Justice Service tender (2014/S 217-384168) which was advertised in 2014.

I am requesting a copy of the tender/ bid submitted by the organisation who were awarded the contract (the winning bidder).

RESPONSE

Under S 1 (1) (a) of the Freedom of Information Act 2000 (FOIA), I can confirm that the Nottinghamshire Office of the Police and Crime Commissioner does hold the information you have requested.

Please find attached a copy of the contract scheduled as requested.



Redacted EMSCU
Contract Schedule V1

I would like to take this opportunity to thank you for your interest in the Nottinghamshire Office of the Police and Crime Commissioner.

Should you have any further enquiries concerning this matter, please write or contact the Freedom of Information Officer on telephone number 0115 8445998 or e-mail nopcc@nottinghamshire.pnn.police.uk.

Yours sincerely

Lisa Gilmour
Business Support Manager

The Nottinghamshire Office of the Police and Crime Commissioner
Arnot Hill House, Arnot Hill Park, Arnold, Nottingham NG5 6LU

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E nopcc@nottinghamshire.pnn.police.uk W www.nottinghamshire.pcc.police.uk

East Midlands Strategic Commercial Unit



CONTRACT SCHEDULE

FOR

**INTEGRATED RESTORATIVE JUSTICE SERVICE
FOR NOTTINGHAMSHIRE**

CONTRACT BETWEEN

**THE NOTTINGHAMSHIRE POLICE AND CRIME
COMMISSIONER**

AND

REMEDI – RESTORATIVE SERVICES

CONTRACT START DATE: 18th February 2015
CONTRACT END DATE: 31st March 2016

EXTENSION OPTIONS AVAILABLE = 1 X 12 MONTHS


THE CONTRACT WILL BE PUBLISHED IN ACCORDANCE WITH
THE ELECTED LOCAL POLICING BODIES (SPECIFIED INFORMATION)
(AMENDMENT) ORDER 2012

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SECTION 1: INSTRUCTIONS

1. Please take the time to read the following document and associated appendices.
2. Please sign and return both copies to:


EMSCU
Nottinghamshire Police Headquarters
Sherwood Lodge
Arnold
Nottingham
NG8 5PP

SECTION 2: CONTRACT PARTICULARS

The Nottinghamshire Police and Crime Commissioner

Integrated Restorative Justice Service for Nottinghamshire

Contract Title and Unique Contract Reference Number	Integrated Restorative Justice Service for Nottinghamshire	
Customer	The Nottinghamshire Police & Crime Commissioner	
Contractor	Remedi – Restorative Solutions	
Commencement Date	18th February 2015	
Contract Period (including option to extend)	Contract end date 31st March 2016 with 1 x 12 month extension option	
To be called off by Order	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Services/Goods/Works	Services	
Specification/Description	To provide Restorative Justice services to Nottinghamshire (more specifically set out in Schedule 1 as incorporated in the ITT response)	
Customer Address for Notice	Arnot Hill House, Arnot Hill Park, Arnold, Nottingham, NG5 6LU	
Contractor Address for Notice	The Circle 33 Rockingham Lane Sheffield S1 4FW	
Price	£230,000.00 See Schedule 3 for full Price breakdown	

[SIGNED BY the duly authorised representatives of the parties

Signature:	Signature:
Name: [Please Print]	Name: [Please Print]
Director duly authorised to sign for and on behalf of Remedi – Restorative Solutions:	duly authorised to sign for and on behalf of the Customer
Address of Supplier:	
Date:	Date:

in the presence of :

Director / Company Secretary signature duly authorised to sign for and on behalf of Remedi – Restorative Solutions:
Name:
Address:

SECTION 3: CONTRACT SCHEDULES

The contract will be in accordance with this Contract Schedule and all previously agreed terms as detailed below:

1. Schedule 1 – Invitation to Tender dated 7 th November 2014 and tender response dated 12 th December 2014	8
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Schedule 1
Invitation to Tender (ITT) and Tender Response

East Midlands Strategic Commercial Unit



THE EAST MIDLANDS STRATEGIC COMMERCIAL UNIT ON BEHALF OF



Nottinghamshire

POLICE & CRIME COMMISSIONER

INVITATION TO TENDER FOR

**INTEGRATED RESTORATIVE JUSTICE SERVICE
FOR NOTTINGHAMSHIRE**

REFERENCE NUMBER

AS PUBLISHED IN THE RELEVANT OJEU CONTRACT NOTICE: 384168-2014

BLUELIGHT REF: 9QHN-7FORIM

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SECTION 0 - PREFACE

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1 Glossary

“Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender shall have the following meanings:”

TERM	MEANING
“Commissioner”	means the Police & Crime Commissioner for Nottinghamshire.
“Conditions of Tender”	means the terms and conditions set out in this ITT relating to the submission of a Tender
“Contract”	means the form of agreement concluded between the Commissioner and the Provider, in respect of the provision of the Goods and or Services following any award under the procurement exercise
“Due Diligence Information”	means the background and supporting documents and information provided by the Commissioner for the purpose of better informing the Tenderers’ responses to this ITT
“EIR”	means the Environmental Information Regulations 2004 (as may be amended) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 (as may be amended) and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Invitation to Tender” or “ITT”	means this invitation to tender documentation and all related documents published by the Commissioner and made available to Tenderers and includes the Due Diligence Information
“OJEU Contract Notice”	means the advertisement 384168-2014 issued in the Official Journal of the European Union
“Provider”	means the organisation(s) admitted to the Contract
“Tender”, “Response”, “Tender Response”, “Tendered Response” or “ITT Response”	means the Tenderers formal offer in response to this ITT
“Tenderers”	means the organisations being invited to respond to this ITT
“Terms and	means the Commissioner`s terms and conditions of

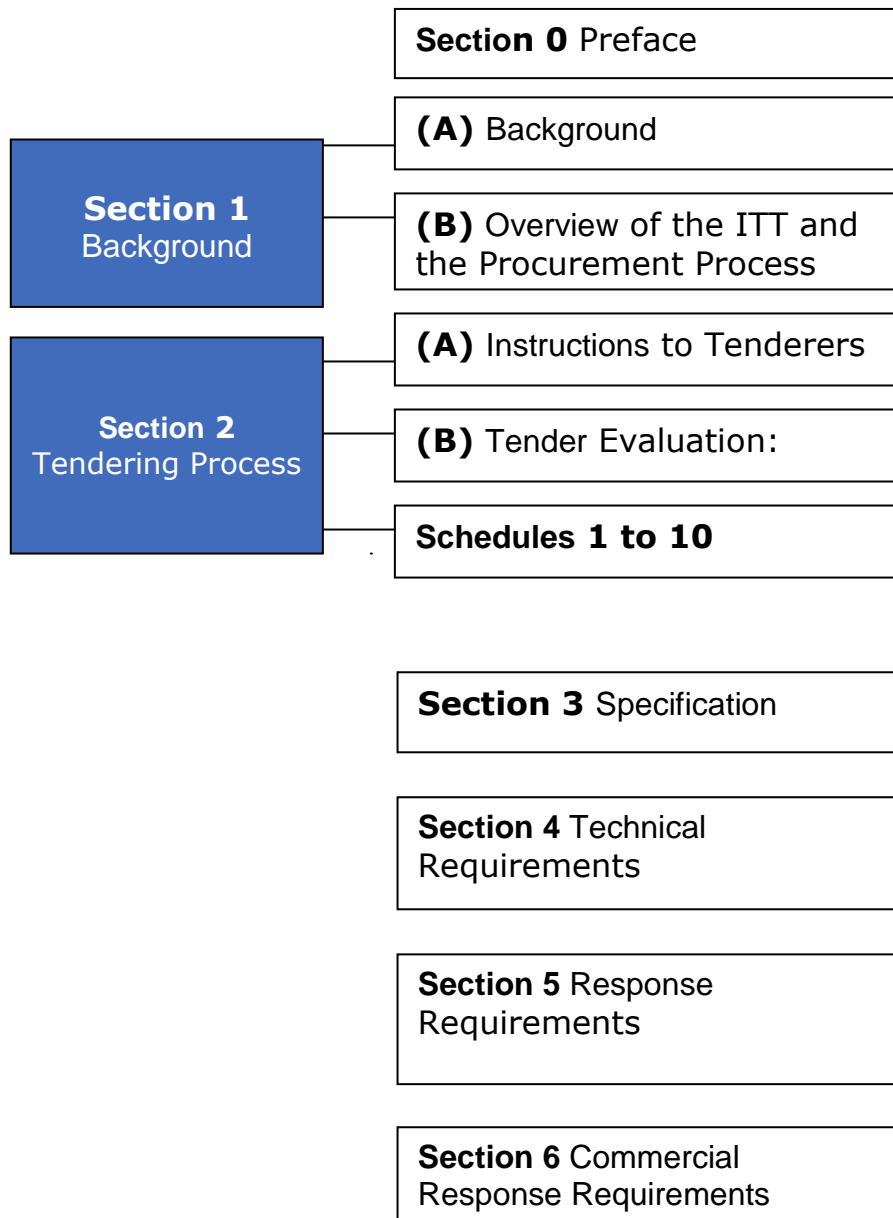
Conditions of Contract	contract that will apply to any future agreement made with a Provider as a result of this ITT.
“Working Day”	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

2 Table of Abbreviations

In this ITT the following abbreviations are ascribed the meanings detailed in the table below

ABBREVIATION	MEANS
ITT	Invitation to Tender
KPI	Key Performance Indicator
MI	Management Information
NOPCC	the Police and Crime Commissioner for Nottinghamshire
OGC	Office of Government Commerce
OJEU	Official Journal of the European Union

3 Structure of the ITT Document



SECTION 1 - BACKGROUND

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1 Introduction

1.1 OJEU notice – 384168-2014

The Police and Crime Commissioner for Nottinghamshire (NOPCC) wishes to appoint a single provider to provide Restorative Justice Services to Nottinghamshire.

2 The Commissioner

- 2.1 The Commissioner shall actively manage the key activities of the resulting Contract including: contract review meetings; KPI management and analysis of management information provided.

3 Funding and Savings

- 3.1 The Commissioner's funding is confirmed on an annual basis, with reductions anticipated in future years. A 5% year on year efficiency saving is expected from this service.

4 Use of Electronic Tendering Site

- 4.1 The Commissioner is utilising an electronic tendering tool to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the Commissioner including the submission of Tenderers responses will be conducted via Bluelight www.bluelight.gov.uk

Section 1 – Part B Overview of the Invitation to Tender and the Procurement Process

1 Introduction

- 1.1 The Commissioner wishes to establish a single provider Contract for the provision of Restorative Justice Services for Nottinghamshire. The Commissioner is managing this procurement process in accordance with the Public Contracts Regulations 2006 (as amended) (the “Regulations”). This is a services contract being procured under the Open procedure.
- 1.2 Section 2 contains the Instructions to Tenderers and the conditions of this ITT.
 - 1.2.1 There are also a number of certificates contained in the Schedules at Section 2 for you to confirm the basis on which your Tender is submitted.
- 1.3 Section 3 contains the Specification.
- 1.4 Section 4 contains the Technical Requirements.
- 1.5 Section 5 contains the Response Requirements. This sets out how the Tenderer must respond to the Specification and the Technical Requirements.
- 1.6 Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are fully compliant with the conditions of Tender. Non-compliant Tender Responses may be rejected by the Commissioner. Tender Responses which are deemed by the Commissioner to be fully compliant will proceed to evaluation. These will be evaluated using the selection criteria and weightings detailed in the matrix set out at paragraph 2 of Section 2 (B).
- 1.7 Following evaluation of the compliant Tenders and approval of the outcome the Commissioner intends to appoint a single Provider to enter into the Contract.

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Section 2- Part A Instructions to Tenderers

1 General

- 1.1 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please submit all requests for information and correspondence regarding this tender, to the Commissioner electronically via the electronic tendering site www.bluelight.gov.uk
- 1.2 Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Tender.
- 1.3 All material issued in connection with this ITT shall remain the property of the Commissioner and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Commissioner or securely destroyed by the Tenderer (at the Commissioner's option) at the conclusion of the procurement exercise.
- 1.4 The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- 1.5 The Tenderer shall not make contact with any other employee, agent or consultant of the Commissioner who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Commissioner.
- 1.6 The Commissioner shall not be committed to any course of action as a result of:
 - issuing this ITT or any invitation to participate in this procurement exercise;
 - an invitation to submit any Response in respect of this procurement exercise;
 - communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
 - any other communication between the Commissioner (whether directly or by its agents or representatives) and any other party.
- 1.7 Tenderers shall accept and acknowledge that by issuing this ITT the Commissioner shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.
- 1.8 The Commissioner reserves the right to amend, add to or withdraw all, or any part of this ITT at any time during the procurement exercise.

- 1.9 Tenderers will be responsible for and bear all of their own costs, liabilities and expenses which may be incurred in the preparation of their Tenders and/or responses to this ITT regardless of whether or not a contract is awarded.

2 Bidders' Conference

- 2.1 A Bidders' Conference will be held in the morning of **27th November 2014** in Nottingham or Arnold, (venue to be confirmed) at **10:00am**. The conference will provide Tenderers with an opportunity to seek clarification on any matters relating to the ITT and the requirements in an open forum.

As space is at a premium, please nominate a maximum of two key personnel to attend. Details of those attending must be provided to the Commissioner electronically using the Discussion function within the e-tendering site www.bluelight.gov.uk by no later than **12:00 noon 20th November 2014**.

3 Confidentiality

- 3.1 Subject to the exceptions referred to in paragraph 3.2, the contents of this ITT are being made available by the Commissioner on condition that:

3.1.1 Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;

3.1.2 Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

3.1.3 Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

3.1.4 Tenderers shall not undertake any publicity activity within any section of the media.

- 3.2 Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

3.2.1 This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

3.2.2 The Tenderer obtains the prior written consent of the Commissioner in relation to such disclosure, distribution or passing of Information; or

3.2.3 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or

3.2.4 The Tenderer is legally required to make such a disclosure.

- 3.3 In paragraphs 3.1 and 3.2 above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 3.4 The Commissioner may disclose detailed information relating to Tenders to its officers, employees, agents or advisers. The Commissioner also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the FoIA, as explained in paragraphs 4.1 to 4.3 below).

4 Freedom of Information

- 4.1 In accordance with the obligations and duties placed upon public authorities by the FoIA and the EIR, the Commissioner may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FoIA, or the EIR be required to disclose information submitted by the Tenderer to the Commissioner.
- 4.2 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
 - 4.2.1 clearly identify such information as commercially sensitive;
 - 4.2.2 explain the potential implications of disclosure of such information; and
 - 4.2.3 provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
- 4.3 Where a Tenderer identifies information as commercially sensitive, the Commissioner will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Commissioner may be required to disclose such information in accordance with the FoIA or the EIR. In particular, the Commissioner is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Commissioner cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 4.4 Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Commissioner and the Tenderer should not attempt to answer the request without first consulting with the Commissioner.

5 Tender Validity

- 5.1 Your Tender should remain open for acceptance for a period of 90 days. A Tender valid for a shorter period may be rejected.

6 Timescales

- 6.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Commissioner does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
07/11/2014	OJEU Notice and ITT to be advertised by the Commissioner
07/11/2014	Clarification period opens
1200 GMT 20/11/2014	Deadline to confirm attendance at bidders conference
27/11/2014	Bidders conference
10/12/2014	Clarification period closes
10/12/2014	Intention to Submit a Tender confirmed via www.bluelight.gov.uk
1200 GMT 17/12/2014	Closing date and time for receipt by the Commissioner of Tenderer Responses to the ITT
17/12/2014	Evaluation of ITT Responses commences
23/12/2014	Notification of proposed appointment to Contract Award
05/01/2014	Expiry of standstill period required under Regulation 32 of the Public Contracts Regulations 2006
09/01/2014	Appointment of Provider to Contract
16/01/2014	Contract Handover
01/02/2015 – 31/03/2015	Phase 1 – Mobilisation Period of Contract
01/04/2015 – 31/03/2016	Phase 2 – Full Delivery of Service

7 Commissioner's Contact Details

- 7.1 Unless stated otherwise in these Instructions or in writing from the Commissioner, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to the Commissioner electronically as detailed in paragraph 1.1 above.
- 7.2 All communications should be clearly headed 'Invitation to Tender for Restorative Justice Services for Nottinghamshire' and include the name, contact details and position of the person making the communication.

Requests for Tender clarifications must be submitted in accordance with the procedure set out in paragraph 16 – Queries Relating to Tender.

8 Intention to Submit a Tender

- 8.1 Tenderers must indicate electronically via the electronic tender site that they intend to submit a Tender and be bound by the Conditions of Tender at the address provided at paragraph 1.1 above no later than **10th December 2014**.
- 8.2 In the event that a Tenderer does not wish to participate further in this procurement exercise, the Tenderer should indicate that they decline the tender electronically via the electronic tender site.

9 Preparation of Tender

- 9.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Commissioner, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
- 9.2 Tenderers are required to complete and provide all information required by the Commissioner in accordance with the Conditions of Tender and the ITT. Failure to comply with the Conditions and the ITT may lead the Commissioner to reject a Tender Response.
- 9.3 The Commissioner relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 9.4 Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the services and their Tenders, without reliance upon any opinion or other information provided by the Commissioner or their advisers and representatives. Tenderers should notify the Commissioner promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

10 Submission of Tenders

- 10.1 The Tender must be submitted in the form specified in the Form of Tender instructions in Section Two: Schedule One. Failure to do so may render the Response non-compliant and it may be rejected.
- 10.2 The Commissioner may at its own absolute discretion extend the closing date and the time for receipt of Tenders specified in paragraph 10.4.

- 10.3 Any extension granted under paragraph 10.2 will apply to all Tenderers.
- 10.4 You must submit your Tender via the Commissioner's e-tendering site at www.bluelight.gov.uk no later than **1200 GMT 17th December 2014** (the "**Deadline**"). Tenders may be submitted at any time before the closing date. Tenders received before this Deadline will be retained unopened until the opening date.
- 10.5 The Tender and any documents accompanying it must be formatted in ADOBE read only format and be in the English language.
- 10.6 Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
- 10.7 The Commissioner does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
- 10.8 Tenderers should not include in the Tender any extraneous information which has not been specifically requested in the ITT including, for example, any sales literature, standard terms of trading etc.

11 Canvassing and conflicts of interest

- 11.1 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Commissioner or its members or any of its officers or members concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.
- 11.2 Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer (and including any employee, servant, agent, supplier or sub-contractor) and their advisors, and the Commissioner (or its members or any of its officers or members) and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Commissioner.

12 Disclaimers

- 12.1 Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 12.2 Neither the Commissioner, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- (a) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
 - (b) accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

- 12.3 Any persons considering making a decision to enter into contractual relationships with the Commissioner, following receipt of the ITT should make their own investigations and their own independent assessment of the Commissioner and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with paragraph 16 of this ITT.
- 12.4 Any Contract concluded as a result of this ITT shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

13 Collusive Behaviour

- 13.1 Any Tenderer who:
- (a) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
 - (b) communicates to any party other than the Commissioner the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
 - (c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
 - (d) enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
 - (e) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to the Commissioner and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

14 No Inducement or Incentive

- 14.1 The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Contract or any other contractual agreement.

15 Acceptance and Admission to the Contract

- 15.1 The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the Commissioner and the Commissioner confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 days of being called upon to do so by the Commissioner execute the Contract in the form set out in Schedule 1 or in such amended form as may subsequently be agreed.

15.2 The Commissioner shall be under no obligation to accept the lowest or any Tender.

16 Queries Relating to Tender

16.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with paragraph 16.3 of these Instructions.

16.2 The Commissioner will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. The Public Contracts Regulations 2006 (as amended) require that contracting authorities (as defined in those Regulations) respond to any request for clarification at least 4 days' before the deadline for receipt of Tenders. In order to satisfy this requirement, the Commissioner has designated a specific window of time to deal with clarification requests from Tenderers.

16.3 Clarification requests can be submitted via the e-mail facility within the e-tendering site from **7th November 2014**.

16.4 No further requests for clarifications will be accepted after **10th December 2014**.

16.5 In order to ensure equality of treatment of Tenderers, the Commissioner intends to publish the questions and clarifications raised by Tenderers together with the Commissioner's responses (but not the source of the questions) to all participants on a regular basis.

16.6 Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Commissioner at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and Commissioner's response, the Commissioner will:

16.6.1 invite the Tenderer submitting the query to either declassify the query and allow the query along with the Commissioner's response to be circulated to all Tenderers; or

16.6.2 request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

16.7 The Commissioner reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

17 Amendments to Tender Documents

17.1 At any time prior to the deadline for the receipt of Tenders, the Commissioner may modify the ITT by amendment. Any such amendment will be numbered and dated and issued by the Commissioner to all prospective Tenderers by 8th December 2014. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Commissioner may, at its discretion, extend the Deadline for receipt of Tenders.

18 Late Tenders

- 18.1 Any Tender received at the designated point after **1200 GMT 17th December 2014** may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

19 Modification and Withdrawal

- 19.1 Tenderers may modify their Tender prior to the Deadline by giving notice to the Commissioner in writing via electronic submission to the electronic tender site www.bluelight.gov.uk. No Tender may be modified subsequent to the Deadline for receipt.
- 19.2 The modification notice must state clearly how the Commissioner should implement the modification and must be submitted in accordance with the provisions of paragraph 10.4.
- 19.3 Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a Contract. The notice to withdraw the Tender must be in writing and sent electronically to the Commissioner via the electronic tendering site www.bluelight.gov.uk.

20 Right to Reject/Disqualify

- 20.1 The Commissioner reserves the right to reject or disqualify a Tenderer where:
- (a) the Tenderer fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest;; and/or
 - (b) the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; and/or the Tender process; and/or
 - (c) there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

21 Right to Cancel, Clarify or Vary the Process

- 21.1 The Commissioner reserves the right to:
- (a) amend the terms and conditions of the ITT process,
 - (b) cancel the evaluation process at any stage; and/or
 - (c) require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected),

22 Customer References

- 22.1 Unless already taken up at an earlier stage in the procurement process and after the receipt of Tenders, the Commissioner may visit at least one customer reference site of the Tenderer and may seek written references from any other designated customers which are not visited.

23 Bidders' Presentation

- 23.1 A Bidders' Presentation will be not be held for this procurement.

24 Notification of Award

- 24.1 The Commissioner will notify the successful Tenderer(s) of their admission to the Contract Award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Public Contracts Regulations 2006 (as amended) within 48 days of the award of the Contract.

25 Debriefing

- 25.1 Following the conclusion of the Tender Process, all unsuccessful Tenderers will be afforded the opportunity of a debriefing. Unsuccessful Tenderers should notify the Commissioner in writing that they wish to be debriefed. The Commissioner will formally debrief the unsuccessful Tenderer within 15 days of receiving such a request.
- 25.2 Where an unsuccessful Tenderer requests, in writing and no later than midnight on the second Working Day after being informed of the conclusion of the Contract Award, the reasons why that Tenderer was unsuccessful, the Commissioner will provide details of the characteristics and relative advantages of the successful Tender(s).

26 Statement of Compliance

- 26.1 A Statement of Compliance can be found at Section 2, Schedule Five. This will be used by the Commissioner for checking the completeness of all returned Tenders in accordance with the said Schedule Five. Tenderers shall ensure a response is provided for each item listed on the Statement of Compliance. Failure to do so may result in the Tenderer being disqualified from the award process.

27 Contractor – Vetting & Barring Requirements

- 27.1 All staff and volunteers who are instructed to work on the Contract must be vetted by the Commissioner with enhanced Disclosure Barring Service checks. All staff and volunteers must have a clean enhanced Disclosure Barring Service check in place prior to working on the Contract.

Staff or volunteers who have access to Nottinghamshire Police systems must be vetted by Nottinghamshire Police.

Immediately upon being notified of a successful tender award the Provider shall apply to Nottinghamshire Police to be supplied with the appropriate number of Vetting Application Forms. A fully completed Vetting Form must be submitted for every member of staff who has access to Nottinghamshire Police systems.

Payment must be made on application by attaching a cheque to the vetting application form issued by the relevant Force

The current vetting fees applicable to the Contract are as follows:

Non Police Personnel Vetting (NPPV3) Level 1 is £180.00 per applicant inclusive of VAT. Form as per Appendix C.

Section 2 – Part B Tender Evaluation

1 Introduction

1.1 The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.

2 Evaluation of Tenders

2.1 Tenderers' Responses to the questions contained in the Response Requirement and their Response to the Specification along with pricing information and any other information, specifically related to the evaluation of Tenders and requested by the Commissioner in this ITT will be evaluated against 7 high level criteria, details of which can be found in Table 2.2 below:

TABLE 2.2: HIGH LEVEL EVALUATION CRITERIA FOR SELECTION	
CRITERION	PERCENTAGE WEIGHTINGS
Fully compliant ITT submission with all documentation completed and provided	Pass/Fail (if any Tenderer fails this section they will be excluded from the full evaluation process)
Grounds for Mandatory Rejection	Pass/Fail (if any Tenderer fails this section they will be excluded from the full evaluation process)
Grounds for Discretionary Rejection	Pass/Fail (if any Tenderer fails this section they may be excluded from the full evaluation process)
Response to Schedules 4 - 8	Pass/Fail (if any Tenderer fails this section they will be excluded from the full evaluation process)
Response to Schedules 9 - 10	10%
Specification	50%
Mandatory Information Requests	15%
Price	25%

2.2 PRICE – There is an overall total of 25% of the marks available for price. This is to be calculated against only prices submitted by otherwise compliant bids against the average of these. The calculation therefore is $20 + (20 \times \text{median conforming offer price} - \text{offer price})$ divided by median conforming offer price. The purpose of the 20 is to represent the median score. Therefore, a price of less than the median conforming offer price will receive a score greater than 20, whilst a higher price will receive a score of less than 20. Upper and lower scoring caps are applied at 40 and zero.

2.3 The Tenderers' response to the areas of the evaluation criteria relative to the Requirements and Questionnaire elements of the Contract, and as detailed in the Specification will be scored as follows:

Each section to be scored on the basis of 0 – 4 where -:

Score	Description
0	No answer provided
1	Minimal or poor response provided and/or a totally inadequate response to the question(s) or area of evaluation.
2	Passable response provided to the question(s) and an acceptable level of content provided to meet the area of evaluation.
3	Good response provided to the question(s) and clear acceptable content provided to meet the area of evaluation.
4	Excellent response provided to the question(s) providing significant additional relevant content to meet the area of evaluation.

2.4 The evaluation team will consist of:

- Kevin Dennis, Chief Executive, Nottinghamshire Office of the Police and Crime Commissioner
- Nicola Wade, Commissioning Manager, Nottinghamshire Office of the Police and Crime Commissioner
- Lorraine Worthington-Allen, Senior Category Manager, East Midlands Strategic Commercial Unit
- A representative from Crime and Drugs Partnership – to be confirmed
- A representative from Safer Nottinghamshire Board – to be confirmed
- A representative from the HM Courts and Tribunal Service – to be confirmed

2.5 The Contract will be awarded to the Tenderer who, in the opinion of the Commissioner at the conclusion of the evaluation, offers the most economically advantageous Tender to the Commissioner having regard to the award criteria set out in table 2.2 above.

3 Evaluation Process

3.1 The evaluation process will feature some, if not all, of the following phases:

3.1.1 Phase 1 – Compliance Checks

(a) Receipt and Opening

ITT Responses will be formally logged upon receipt in accordance with the Commissioner's procurement procedures. Any ITT Response that is received at the designated point after the deadline may be rejected and not considered for evaluation.

(b) Compliance Check

A small team from the Commissioner's Strategic Commercial Unit will then check the Statement of Compliance; completion of which is mandatory. Tenderers are required to confirm in the Statement of Compliance that they have provided a Response including, where applicable, any evidence requested against each of

the requirements, as directed, in the Specification, the Technical Requirements, the Response Requirements and the Commercial Response Requirements. In the event that a Tenderer is unable to provide a positive response for any of the requirements, or a detailed reason as to why a positive response cannot be given, the Commissioner may either exclude the Tenderer from further participation in the evaluation process or, at its discretion, may seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification from the evaluation process.

The evaluation of Tenders will, as applicable, proceed through some, or all of the following phases of evaluation:

3.1.2 Phase 2 – Independent Evaluation of Tender Responses

- (a) Qualitative/Technical Evaluation
- (b) Quantitative/Commercial Evaluation

3.1.3 Phase 3 - Bidder Presentations/Clarification Meetings

3.1.4 Phase 4 – Customer References

Taking up of written customer references

3.1.5 Final moderation meeting to moderate and merge scores gathered from Customer Reference Site Visits and/or written reference to produce final ranking.

3.1.6 Evaluation Report and Recommendation

3.1.7 Approvals

4 Award of Contract

4.1 The Commissioner will inform all Tenderers in writing via the e-procurement messaging tool of any intention to award a Contract. Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, a Contract will be formally awarded to the successful Tenderer(s).

4.2 All unsuccessful Tenderers will be provided with an “unsuccessful letter” via the e-procurement messaging tool at the start of the standstill period notifying them of the outcome of the evaluation exercise. This will include details of:

- the award criteria;
- the score of the Tenderer with reasons
- the name of the successful Tenderer/s and why that Tenderer was successful;
- the score for the successful Tenderer/s with reasons.

4.3 Unsuccessful Tenderers will be able to seek a debrief in accordance with paragraph 24.

SECTION 3

PART A - RESPONSE TO COMPANY REQUIREMENTS

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Schedule 1: Form of Tender

TO BE COMPLETED BY THE TENDERER –All sections in green

To: **Paddy Tipping**
*Nottinghamshire Police and Crime Commissioner
Arnott Hill House
Arnot Hill Park
Arnold
Nottingham
NG5 6LU*

Date: *12th December 2014*

PROVISION OF: *Integrated Restorative Justice Service for Nottinghamshire*

**REFERENCE NUMBER: (OJEU Contract Notice not shown on front sheet ITT.
Bluelight Reference number: 9QHN-7FORIM**

To: The Commissioner

From: *Remedi – Restorative Services*

Having examined the ITT, Terms and Conditions (and accepted these) and all other Schedules, and being fully satisfied in all respects with the requirements of the ITT (including the Conditions of Tender). I/We hereby offer to provide Restorative Justice Service for Nottinghamshire as specified in Section 3 – Specification and/or Section 4 - Technical Requirements at the prices shown in the Section 6: Schedule 12 - Charges for the term of two years and in accordance with the provisions of the Agreement. If this offer is accepted I/we will execute documents in the form of the Contract within 30 days of being called upon to do so.

I/We have taken account of any/all subsequent amendments.

I/We confirm that I/we agree with the Commissioner in legally binding terms to comply with the provisions relating to confidentiality set out in paragraphs 3.1 to 3.4 of the ITT.

In compliance with your requirements as set out in your ITT I have completed and enclose the following documents:

SECTION THREE: SCHEDULE ONE: FORM OF TENDER
SECTION SIX: SCHEDULE ELEVEN: CHARGES AND SAVINGS
SECTION SIX: SCHEDULE TWELVE: REFERENCES

In compliance with the requirements set out in your ITT, which I confirm I have read and fully understand. I also confirm that I have complied with the specific requirements set out in the documents detailed in the table below:

SECTION 2: SCHEDULE TWO: COLLUSIVE TENDERING
SECTION 2: SCHEDULE THREE: CANVASSING AND CONFLCITS OF INTEREST
SECTION 2: SCHEDULE FOUR: ORGANISATION AND CONTACT DETAILS
SECTION TWO: SCHEDULE FIVE: TENDER RESPONSE AND STATEMENT OF COMPLIANCE
SECTION 2: SCHEDULE SIX: MANDATORY REJECTION
SECTION 2: SCHEDULE SEVEN: DISCRETIONARY REJECTION
SECTION 2: SCHEDULE EIGHT: TRANSPARENCY
SECTION 2: SCHEDULE NINE: TECHNICAL AND PROFESSIONAL ABILITY REGULATION 25
SECTION 2: SCHEDULE TEN: PROJECT SPECIFIC QUESTIONS

This Tender shall remain open for acceptance by the Commissioner for a period of 90 days, in accordance with Section 2: Paragraph 5.1, after the due date for return of tenders specified in the ITT.

I warrant that I have all the requisite corporate authority to sign this Tender and confirm that I have complied with all the requirements set out in Section 2.

Signed for and on behalf of the above named Tenderer:

Signature: [Redacted]

Position: Director.....

Signature: [Redacted]

Position: .Treasurer.....

Date: 12th December 2014.....

Schedule 2: Collusive Tendering

TENDER FOR SUPPLY OF Integrated Restorative Justice Service for Nottinghamshire

The essence of the public procurement process is that the Commissioner shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle and in signing Schedule 1: Form of Tender I/we warrant this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also confirm that I/we have not done and undertake that I/we will not do at any time any of the following acts:

Communicate to a party other than the Commissioner the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender and/or insurance), enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted, or offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender.

In this Schedule:

the word "person" includes any person, body or association, corporate or incorporate

the phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.

Schedule 3: Canvassing and conflicts of interest

TENDER FOR SUPPLY OF *Integrated Restorative Justice Service for Nottinghamshire*

Canvassing

I/We hereby confirm that I/we have not canvassed any member, officer, employee, or agent of the Commissioner in connection with the award of the Contract for the *Integrated Restorative Justice Service for Nottinghamshire* and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not prior to the conclusion of the Provider selection process canvass or solicit any member, employee, agent or provider of the Commissioner in connection with the award of the Contract for the *Integrated Restorative Justice Service for Nottinghamshire* or any proposed Call Off Contract for the provision of the *Integrated Restorative Justice Service for Nottinghamshire* and that no person employed by me/us or acting on my/our behalf will do any such act.

Conflicts of Interest

Conflict of Interest refers to situations in which personal interests (which may include financial interests) may compromise, or have the appearance of, or potential for, compromising professional judgement and integrity and, in doing so, the best interests of the Commissioner.

Examples of conflicts of interest include: *(This is not an exhaustive list)*

- Being employed by (as staff member or volunteer) of any Police Force or Office of the Police and Crime Commissioner (OPCC)
- Being a member of a Police Force or OPCC management/executive board
- Canvassing, or negotiating with, any person with a view to entering into any of the arrangements outlined above
- Having a close member of your family (which term includes unmarried partners) or personal friends who falls into any of the categories outlined above
- Having any other close relationship (current or historical) with any Police Force or OPCC

* Delete as applicable

I/We hereby confirm that no conflicts of interest exist between the Tenderer (and including any employee, servant, agent, supplier or sub-contractor and our advisors) and the Commissioner (or its members or any of its officers or members and its advisors). I/we acknowledge that failure to comply with this requirement may result in disqualification from the procurement at the discretion of the Commissioner.

Signed:

██████████

Gifts and Hospitality

I/we hereby confirm that no individual or anyone associated with the Tenderer will/has:

Offer/offered or give/given, or agreed to give, to the Commissioner or any person employed by or on behalf of the Commissioner any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract opportunity or any other contract with the Commissioner, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract opportunity or any such contract.

Signed:

Schedule 4: Organisation and Contact Details

Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted)	Remedi – Restorative Services	
ORGANISATION DETAILS		
Registered office address The Circle 33 Rockingham Lane Sheffield S1 4FW	Company or charity registration number	109123
	VAT registration number	N/A
	Name of immediate parent company	N/A
	Name of ultimate parent company	N/A
Type of organisation Restorative Justice Services	i) a public limited company	
	ii) a private limited company	
	iii) a limited liability partnership	
	iv) other partnership	
	v) sole trader	
	vi) other (please specify)	Company Ltd by Guarantee 4331410
If a charity or a company limited by guarantee, please provide a copy of your constitution	Enclosed Yes/No	
Consortia and Sub-Contracting	a) Your organisation is bidding to provide the services required itself	✓
	b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
	c) The Potential Provider is a	

	consortium	
<p>If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement.</p>		

CONTACT DETAILS	
Contact details for enquiries about this ITT	
Name	██████████
Address	The Circle 33 Rockingham Lane Sheffield
Post Code	S1 4FW
Country	UK
Phone	(0114) 2536669
Mobile	██████████
Email	██████████

Schedule 5: Tender Response and Statement of Compliance

Tenderers to Note:

The Tenderer's Response to the Specification (Section 3); the Technical Requirements (Section 4); and Schedules 1 - 12 and the Statement of Compliance forms the basis against which the Tenderer's Response to the ITT will be compliance checked and evaluated. The following Statement of Compliance provides Tenderers with a list of the key areas within their response that **must** be addressed. Tenderers shall ensure that their overall Response includes evidence of providing/addressing **all** of these areas. Tenderers **must ensure** that a response is given against each area and the table of Schedules. In the event that a Tenderer is unable to provide a response, the Tenderer shall provide a detailed reason as to why a response cannot be given. The Commissioner may seek to clarify Responses given by a Tenderer but reserves the right to reject any Tender Response, which fails to meet this initial compliance check.

The Tenderer's response to the ITT should be divided into five sections:

The five sections are:

1. Executive Summary
2. Response to the Specification
3. Response to the Technical Requirements
4. Response to the Commercial Requirements and completion of Schedules 1 - 12

Schedule 6: Mandatory Rejection

Grounds for mandatory rejection

Important Notice:

In some circumstances the Commissioner is required by law to exclude you from participating further in this procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA);	No
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption	No
(c) the offence of bribery, where the offence relates to active corruption;	No
(d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010	No
(e) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of	No
(i) the offence of cheating the Revenue;	No
(ii) the offence of conspiracy to defraud;	No
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland)	No

	Order 1978	
(iv)	fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	No
(v)	fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	No
(vi)	an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; or	No
(vii)	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969	No
(viii)	fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006	No
(ix)	making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006	No
(f)	money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; or	No
(g)	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996	No
(h)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994	No
(i)	any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State	No
	“active corruption” means corruption as defined in Article 3 of the Council Act of 26 May 1997 or Article 3(1) of Council Joint Action 98/742/JHA)	No

Schedule 7: Discretionary Rejection

Grounds for discretionary rejection

Important Notice:

The Commissioner is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer 'no' to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Commissioner in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

Please state 'Yes' or 'No' to each question.

Is any of the following true of your organisation, management structure or trustees?	
<p>(a) <u>being an individual</u> is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;</p>	No
<p>(b) <u>being a partnership</u> a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme, arrangement with, or assignment for the benefit of, its creditors; it is for any reason dissolved; a petition is presented for its winding-up or for</p>	No

<p>the making of any administration order, or an application is made for the appointment of a provisional liquidator; a receiver, or similar officer, is appointed over the whole or any part of its assets; the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994 or being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or any of the matters identified in Paragraph (a) occurs in relation to any of its partners;</p>	
<p>(c) <u>being a company</u> or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or it is for any reason dissolved or struck-off the register of companies; or it is the subject of the above procedures or is the subject of similar procedures under the law of any other state.</p>	No
<p>Has your organisation:</p>	
<p>(a) been convicted of a criminal offence relating to the conduct of your business or profession;</p>	No
<p>(b) committed an act of grave misconduct in the course of your business or profession;</p>	No
<p>(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;</p>	No
<p>(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established;</p>	No
<p>(e) been guilty of serious misrepresentation in providing any information required of you under Regulations 23-27 of the Public Contracts Regulations 2006, or has not provided such information in response to a request by a contracting authority (as defined in the Public Contracts Regulations 2006); Or</p>	No

(f) employed or engaged, to the best of your knowledge, any director or senior officer with any personal or financial connection to any member or senior officer of Nottinghamshire Police.	No
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Schedule 8: Financial Information, Insurance and Transparency

1	FINANCIAL INFORMATION	
1.1	<p>The Commissioner will carry out an Independent Financial check on all Tenderers using Experian software. Therefore, your audited accounts will not be required at this stage unless a financial rating cannot be obtained. Please indicate which of the following you would be willing to provide:-</p> <p>(please indicate which one by ticking the relevant box)</p>	
	<i>A copy of your audited accounts for the most recent two years</i>	✓
	<i>A statement of your turnover, profit & loss account and cash flow for the most recent year of trading</i>	
	<i>A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position</i>	
	<i>Alternative means of demonstrating financial status if trading for less than a year</i>	

2	INSURANCE	
	Please provide details of insurance held and enclose a copy of the relevant insurance certificates	
2.1	Employer's liability insurance is a legal requirement (except for businesses employing only the owner / close family members) and this should be at least £5 million. Please confirm that you have this in place.	Yes/No
2.2	Copy of Employer's liability insurance certificate enclosed	Yes/No
2.3	You are required to hold Public Liability Insurance for an amount not less than £5 million for any one incident. Please confirm that you have this in place.	Yes/No
2.4	Copy of Public liability insurance certificate enclosed	Yes/No

3	TRANSPARENCY	
3.1	<p>As a supplier / organisation looking to bid for public sector contracts you should be aware that as part of the government's transparency agenda tender documentation issued by the Commissioner for contracts over £10,000 will be published on a single website and made available to the public. You should also be aware that if your bid is successful, the resulting contract between you and the Commissioner will be published. In some circumstances, limited redactions will be made to tender documentation and/or contracts before they are published in order to comply with existing law, to protect commercial interests, and for the protection of national security. Please confirm your acceptance of this statement.</p>	Yes/No

Schedule 4: Organisation and Contact Details

Scoring Mechanism - **PASS/FAIL**

PASS - All requested information has been provided

FAIL – Information requested not provided

Schedule 6: Grounds for Mandatory Rejection

Scoring Mechanism - **PASS/FAIL**

PASS - All answers are No

FAIL – One or more answers are Yes

Schedule 7: Grounds for Discretionary Rejection

Scoring Mechanism - **PASS/FAIL**

PASS - All answers are No or one or more answers are Yes. However, the Commissioner having reviewed the supporting information, has decided the Tenderer can proceed to the next stage of the process

FAIL – One or more answers are Yes and the Commissioner, having reviewed the supporting information, does not wish the Tenderer to progress further in the process

Schedule 8: Financial Information, Insurance and Transparency

Financial:

Scoring Mechanism - **PASS/FAIL**

PASS – Have achieved a Commercial Delphi rating of 45 or more against the Experian financial checking software, or if no rating available, the Finance Department have carried out an evaluation of the Company accounts and they consider the company to be financially viable

FAIL – Have achieved a rating of 44 or below against the Experian financial checking software, or if no rating available, the Finance Department have carried out an evaluation of the company accounts and they consider the company to be an unsuitable risk for this particular contract

It is the Tenderers' responsibility to ensure that their financial data including any Parent company relationship, held on record by Experian

is current and valid at the time of your submission. The Commissioner will only accept the Commercial Delphi rating result taken at the time of the evaluation. A copy of the Experian report will be retained by the Commissioner and provided to the Tenderer on request.

Insurance:

Scoring Mechanism - **PASS/FAIL**

PASS – Proof of insurance provided and level of cover is acceptable for this particular contract

FAIL – Insufficient insurance cover in place and unwilling to provide sufficient cover

Transparency:

Scoring Mechanism - **PASS/FAIL**

PASS – Answer is Yes

FAIL – Answer is No

SUMMARY – Cannot proceed to Schedule 9 if FAIL allocated to this section

Schedule 9: Technical and Professional Ability Regulation 25

(Where the Potential Provider is a special purpose vehicle and not intending to be the main provider of the goods or services, the information requested should be provided in respect of the principal intended provider of the goods or services.)

4	EXPERIENCE AND CONTRACT EXAMPLES			
	Please provide details of up to three contracts from either or both the public or private sector, that are relevant to the Commissioner's requirement. Contracts for the supply of goods or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years. (The customer contact should be prepared to speak to the purchasing organisation to confirm the accuracy of the information provided below if we wish to contact them). The Commissioner reserves the right to contact any or all of these companies for a reference.			
		Contract 1	Contract 2	Contract 3
4.1	Customer Organisation (name):	Nottinghamshire Targeted Support and Youth Justice Service	Humber Office of the PCC	Sheffield/Rotherham Youth Justice Services
4.2	Customer contact name, phone number and email	██████████ ██████████ ████████████████████	██████████ ██████████ ████████████████████	██████████ ██████████ joel.hanna@sheffield.gov.uk
4.3	Contract start date Contract completion date Contract Value	2008 start date (most recent start date 2013) April 2016 £200,000 per annum	October 2014 April 2016 £307,950	Contracted since 2000 Latest start Oct 2013 April 2015 £300,000

4.4	Brief description of contract (max 500 words) including evidence as to your capability in this market.	Provision of all youth justice arena restorative justice services- including all victim contact and facilitation of resultant RJ by trained practitioners. Additionally provision of all community reparation activity for young people who have offended.	Provision of adult criminal justice system victim initiated restorative justice services. Proactive contacting victims of adult crime via court to offer the opportunity to engage with RJ and facilitate all resultant restorative interventions. To fully monitor and evaluate service impacts from a re-offending and victim satisfaction (cope and recover) perspective. Project works in full collaboration with Police, OPCC, NPS,CRC and victim services	Provision of all youth justice arena restorative justice services- including all victim contact and facilitation of resultant RJ by trained practitioners. Additionally provision of all community reparation activity for young people who have offended. Plus restorative parenting/family support
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If you cannot provide at least one example, please briefly explain why (100 words max)

5	STAFFING & STRUCTURE	
5.1	How many staff does your organisation (including consortia members or named sub-contractors where appropriate) employ relevant to the carrying out of services and/or delivery of goods similar to those required under the Contract?	82 (45 full time, 37 part time)
5.2	How many staff does your organisation (including consortia members or named sub-contractors where appropriate) have available or do you intend to deploy in order to carry out the services and/or delivery of goods for the Contract opportunity? Please provide an organisation chart showing the details of roles.	7 Please see appendix R for organisation chart.
5.3	Please provide details of your board members and their roles.	

	<p>Margaret Payling (Chair)</p> <p>Beverly Cross (Treasurer)</p> <p>Julie Coulhard (Trustee)</p> <p>Annette Dews (Trustee)</p> <p>Terry Gee (Trustee)</p> <p>Dave Pidwell (Trustee)</p> <p>Rob Unwin (Trustee)</p>	
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Schedule 10: Project Specific Questions

6. Equality		
6.1	Is it your policy as an employer to comply with all Equality related legislation, and is it your policy not to treat any one group of people less favourably than others because of their age, disability, gender, race, religion/belief or sexual orientation?	Yes/No
6.2	In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal?	Yes/No
6.3	Does your organisation have a written Equality Policy? If yes, please provide a copy	Yes/No
6.4	Copy of Equality Policy enclosed?	Yes/No
6.5	Does your organisation train its staff in Equality and Diversity issues?	Yes/No

7. Health and Safety		
7.1	Is your organisation legally obliged to have a Health and Safety Policy? If yes, please enclose a copy of your Policy	Yes/No
7.2	Copy of Health and Safety Policy enclosed	Yes/No
7.3	Does your organisation make sure it complies with the Health and Safety at Work Act 1974?	Yes/No
7.4	Does your organisation train its staff in Health and Safety?	Yes/No

8. Professional Qualifications
Please provide details of any educational and professional qualifications of those individuals (and/or) the management responsible for delivering the Contract.
<p>Manager (local management oversight of all RJ work)- Accredited Restorative Justice Council practitioner</p> <p><i>All new recruited personnel will receive full RJC standard accredited training on recruitment.</i></p>

9. Data Protection		
9.1	Is your organisation legally obliged to have a Data Protection Policy? If yes, please enclose a copy of your Policy	Yes/No
9.2	Copy of Data Protection Policy enclosed	Yes/No
9.3	Does your organisation make sure it complies with the Data Protection Act 1998	Yes/No
9.4	Does your organisation train its staff in Data Protection?	Yes/No
9.5	Have you had any breaches in your data protection – if yes provide details	Yes/No

Questions within Schedule 9 & 10 are weighted and scored according to the evaluation scoring criteria below or given a Pass/Fail rating. A score of less than 2 out of 4 on any question is a fail

Evaluation Scoring Criteria

The marking scheme and guidance for each question is as follows,

Score	Description
0	No answer provided
1	Minimal or poor response provided and/or a totally inadequate response to the question(s) or area of evaluation.
2	Passable response provided to the question(s) and an acceptable level of content provided to meet the area of evaluation.
3	Good response provided to the question(s) and clear acceptable content provided to meet the area of evaluation.
4	Excellent response provided to the question(s) providing significant additional relevant content to meet the area of evaluation.

Each section will be scored and evaluated on a staged basis. If the Tenderer fails a section with pass/fail criteria or scores less than 2 for any question (prior to the weighting being applied) then the Tenderer will be judged to have failed that section and will not proceed to the next section. For example, if less than 2 is scored for Schedule 9 then the application will be rejected and will not proceed to Schedule 10.

Schedule 9: Technical and Professional Ability Regulation 25			
Table 4. Experience and Contract Examples		Weighting	Total Score
Q 4.1	Score (0-4)	1%	
Q 4.2	Score (0-4)	1%	
Q 4.3	Score (0-4)	1%	
Q 4.4	Score (0-4)	1%	
Table 5. Staffing			
Q 5.1	Score (0-4)	1%	
Q 5.2	Score (0-4)	1%	
Q 5.3	Pass/Fail	Pass/Fail	
Schedule 10: Project Specific Questions			
Table 6. Equality			
Q 6.1	Pass/Fail	Pass/Fail	
Q 6.2	Pass/Fail	Pass/Fail	
Q 6.3	Score (0-4)	1%	
Q 6.4	Pass/Fail	Pass/Fail	
Q 6.5	Pass/Fail	Pass/Fail	
Table 7. Health and Safety			
Q 7.1	Pass/Fail	Pass/Fail	
Q 7.2	Score (0-4)	1%	
Q 7.3	Pass/Fail	Pass/Fail	
Q 7.4	Pass/Fail	Pass/Fail	
Table 8. Professional Qualifications			
Q 8.0	Score (0-4)	1%	
Table 9. Data Protection			
Q 9.1	Score (0-4)	1%	
Q 9.2	Pass/Fail	Pass/Fail	
Q 9.3	Pass/Fail	Pass/Fail	
Q 9.4	Pass/Fail	Pass/Fail	
Q 9.5	Pass/Fail	Pass/Fail	
OVERALL SCORE		10%	

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PART B - SPECIFICATION

Introduction

The Commissioner has a wide remit to cut crime and improve community safety in Nottingham and Nottinghamshire. The Nottinghamshire Police and Crime Plan 2013-18 sets out the Commissioner's intentions to achieve safer communities and improve trust and confidence in high quality policing by reducing crime and antisocial behaviour, ensuring fairer treatment of victims and citizens and demonstrating using public resources wisely. The plan includes a specific commitment to "protect, support and respond to victims, witnesses and vulnerable people" and "prevention, early intervention and reduction in re-offending". The Commissioner has also made a commitment to expanding the use of Restorative Justice by partners and ensuring there is consistent application of good practice.

The Commissioner receives a grant from the Ministry of Justice (MoJ) to commission local restorative justice services. He now wishes to commission a provider ("the Provider") to set up and deliver the Nottinghamshire Restorative Justice Service (RJS).

This section sets out the specification for the delivery of RJS.

Context

Restorative Justice Overview

MoJ states that Restorative Justice (RJ) offers victims an opportunity to be heard and to have a say in the resolution of offences, including agreeing rehabilitative or reparative activity for the offender. It can provide a means of closure and enable the victim to move on and help with the coping and recovery process.

RJ also provides an opportunity for offenders to face the consequences of their actions, recognise the impact that it has had upon others and where possible make amends. In this way, restorative justice has the potential to help rehabilitate offenders and enable them to stop offending. It can involve victims:

- Explaining to an offender the impact of the crime on them;
- Seeking an explanation and apology from the offender; and
- Playing a part in agreeing reparative or rehabilitative activity for the offender e.g. working for free for a charity, paying to repair any material damage, or keeping the victim informed of their progress in getting off drugs or finding a job.

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When delivered effectively and to a consistently high standard, restorative justice activity can result in improved outcomes for the victim, offender and the wider community.

Research evidence suggests that face to face meeting between the victim and offender, known as “victim offender conferencing” or “VOC”, is more effective than other forms of restorative justice activity. For the purpose of this service specification victim offender conferencing (VOC) should be a priority aim of the service. However, other forms of ‘indirect’ restorative justice activity are within scope and are not ruled out if risk assessments indicate it would be unsafe for participants to meet face to face as the victim or offender is unwilling to meet. Indirect communication and other restorative justice activity should be considered, such as telephone, video conference, written correspondence or ‘shuttle’ conferencing.

The research to date has identified offences where there is a clear (identifiable) victim, medium and high risk of reconviction offenders (equivalent of Offender Group Reconviction Scale (OGRS) scores 25-74) respond best to victim offender conferencing. There is very limited evidence on the effectiveness of RJ in cases of sexual offending or intimate partner violence (domestic violence). See Appendix B for a summary of the research on the effectiveness of restorative justice in improving outcomes for victims and offenders.

In line with MoJ guidance and the policy agreed by providers and stakeholders at the Commissioner’s 2014 Domestic Violence Conference, RJS should not be offered victims of sexual violence and survivors of domestic abuse restorative justice. The Commissioner will keep this under review.

National Policy and Legislative Context

The Government’s reforms to the sentencing framework and the management of offenders, as set out in the Green Paper ‘Breaking the Cycle: Effective Punishment, Rehabilitation and Sentencing of Offenders’, outlined a commitment to increase the use of RJ. Additionally, the Crime and Courts Act 2013 introduced provisions which make it explicit that courts can use their existing power to defer sentencing to allow for RJ activity, in cases where both victim and offender are willing to participate. RJ can therefore be offered and delivered to victims and offenders of crime pre-sentence (post conviction) as well as post sentence in both community and custody. MoJ is developing statutory guidance, and the NOMS pre-sentence pathfinder project will produce a toolkit for wider roll-out in 2014.

In November 2012, the MoJ working with Criminal Justice and Voluntary and Community Sector agencies, published a Restorative Justice Action Plan for the Criminal Justice System to provide a framework to integrate RJ into the Criminal Justice System (CJS). This work is being coordinated by the MoJ RJ Implementation Board.

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European Union Victims' Directive 2012

The UK has opted in to the European Union Victims' Directive 2012 which establishes the right of victims to safeguards in RJ services. The Directive sets out the needs for minimum standards to 'ensure victims have access to safe and competent RJ services. Member states have until 16 November 2015 to comply, the Directive states that RJ services can be of great benefit to the victims but require safeguards to prevent secondary and repeat victimisations, intimidation and retaliation. It states that such services should therefore have primary consideration for the interests and needs of the victim, repairing the harm done to the victim and avoiding further harm.

Code of Practice for Victims of Crime 2013

The Code of Practice for Victims of Crime (<https://www.gov.uk/government/publications/the-code-of-practice-for-victims-of-crime>) forms a key part of the wider Government strategy to transform the criminal justice system by putting victims first, making the system more responsive and easier to navigate. It sets out the services to be provided to victims of criminal conduct by criminal justice organisations in England and Wales and places a duty on the police to, where appropriate, offer or direct victims to information on RJ and how they can take part.

Equalities

Under the Equality Act 2010, the Commissioner has an ongoing legal duty to pay 'due regard' to the need to: eliminate unlawful discrimination, harassment and victimisation and other prohibited conduct; advance equality of opportunity between different groups (those who are a protected characteristic and those who are not); and, foster good relations between different groups.

Providers are required to act in accordance with this duty, as well as the more general provisions of the Equalities Act. Historically, some offender groups have been disproportionately treated differently by the Criminal Justice System (see NOMS Equalities Annual report 2011-12).

Female Offenders

Female offenders are a minority grouping within the offender cohort and often exhibit complex needs which must be addressed if their risk of reoffending is to be reduced. The government published its strategic objectives on Female Offenders in March 2013, which is integral to the delivery of offender management services. Needs in relation to domestic violence, sexual violence, and abuse are highly prevalent among female offenders. The MoJ is working with the Home Office on its Ending Violence against Women and Girls: Action Plan 2013. Given the different needs of female offenders compared to those of male offenders, the MoJ has published 'Thinking Differently About Female Offenders' which identifies effective ways of working with women.

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Other restorative justice services in Nottinghamshire

RJS will be delivered alongside other restorative activity already delivered by criminal justice organisations in Nottinghamshire.

Youth Offending Teams (YOTs) are led by local authorities and funded by local partners and the Youth Justice Board to deal with young offenders, aiming to reduce the risk of young people offending and re-offending, and to provide counsel supervision and management to those who do offend. YOTs engage in a wide variety of work with offenders under 18, including RJ activity. In Nottinghamshire, it has been estimated that 95% of their activity is related to RJ.

Nottinghamshire Police uses restorative approaches for low-level offences, and anti-social behaviour termed as 'Community Resolutions'.

Organisations supporting adults around RJ, including probation, prisons, Nottinghamshire Police and Victim Support, have worked together in partnership to create the Rebuild project. The Rebuild Project currently provides a small number of RJ interventions. Remedi is also supporting the County Youth Offending Team with RJ activity.

This specification is to deliver a new integrated RJ service.

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The Commissioner's Vision and Objectives for Restorative Justice

For the purpose of this specification the Commissioner has defined RJ as:

“RJ processes and activity brings those harmed by a crime or conflict, and those responsible for that harm into communication, enabling everyone affected by a particular incident to play a part in repairing the harm and finding a positive way forward”.

Vision:

RJ activity is victim focused and is offered and available at any stage of the victim's journey, ensuring their safety, and enabling them to better cope and recover from crime and anti-social behaviour. RJS must be delivered consistently to a common standard by trained competent individuals.

Specific Objectives:

That through commissioning, grant aid and joint working with partners the Commissioner aims to achieve the following objectives:

- Ensure RJ activity is victim centred and is on their terms at a time that is right for them;
- Increase victims, public and stakeholders' awareness and understanding of RJ;
- Ensure RJ activity is delivered by highly skilled, experienced and accredited practitioners to nationally recognised standards;
- Expand the delivery of justice in the criminal justice and other settings, such as schools;
- Ensure all services have an effective risk assessment and screening process as part of the referral process;
- Ensure any services are commissioned based upon research evidence of 'what works or what is promising' and feedback from the victims on their needs.

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Victim Services

The Nottinghamshire Integrated Victims' Support Service, (Invitation to Tender published in OJEU on 30 September) will provide victim-centred support to empower victims to cope and recover from crime and anti-social behaviour, regardless of whether or not they have reported the crime to the police.

The Contract will be awarded in December 2014. The victims' service provider will enable victims to achieve cope and recover outcomes through provision of culturally competent victim-centred face to face and telephone support which will include:

- offering information, advice and signposting about victimisation, victim support services in Nottinghamshire, the victim's journey through the criminal justice system, restorative justice and how it can help victims to cope and recover; and other local services which may be useful to victims;
- providing a victim-centred face to face service which will provide a range of informational, practical and emotional support for victims requiring additional help to cope and recover, ensuring that vulnerable, intimidated, persistently targeted or repeat victims receive additional support as required;
- ensuring that all victims requiring one have a support plan and a single point of contact for his/her case; and
- making referrals to other services as required by the victim, working with local advocacy services to ensure that victims receive the support they need to cope and recover.

The Provider must work proactively with the provider of victim services. In relation to RJ the Integrated Victim Support Service provider will:

- Ensure victims receive information and advice as appropriate about how RJ contributes to the cope and recovery journey;
- Promote RJ at all appropriate stages of the victims' journey as an appropriate and effective victim support mechanism;
- Ensure victims are referred to the RJ when agreed with the individual victim or victims; and
- Work constructively with the RJS Provider to capture victims' improved cope and recovery outcomes after participating in RJ activity.

The Provider must engage with the Nottinghamshire Integrated Victim Support Service to ensure delivery of a joined up service. This will reduce the risk of unintentional re-victimisation which could result from overlapping operations conducted by multiple service providers.

Other victims' services

The Provider should be aware of those victims eligible for/engaged in the National Probation Service's Victim Contact Scheme and ensure that all

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services provided under this specification are provided with due consideration to the victims.

Service overview

The Commissioner is inviting organisations to submit a tender to establish and manage an 'Integrated RJS' for Nottingham and Nottinghamshire with a responsibility for promoting, co-ordinating and delivering victim centred RJS. The appointed Provider will work in partnership with the Commissioner to achieve the Commissioner's vision and objectives for RJ and his ambition as identified in the Police and Crime Plan.

The successful Provider will be expected to negotiate and work with the other RJ providers in Nottingham and Nottinghamshire to establish a city and countywide integrated restorative justice service. This service will create a network of providers to facilitate victim's access to victim-centred RJS throughout Nottingham and Nottinghamshire. The Provider will oversee and co-ordinate RJ activity to ensure victims have easy access to high quality accredited services.

The successful delivery organisation will be required to provide a range of services, specifically:

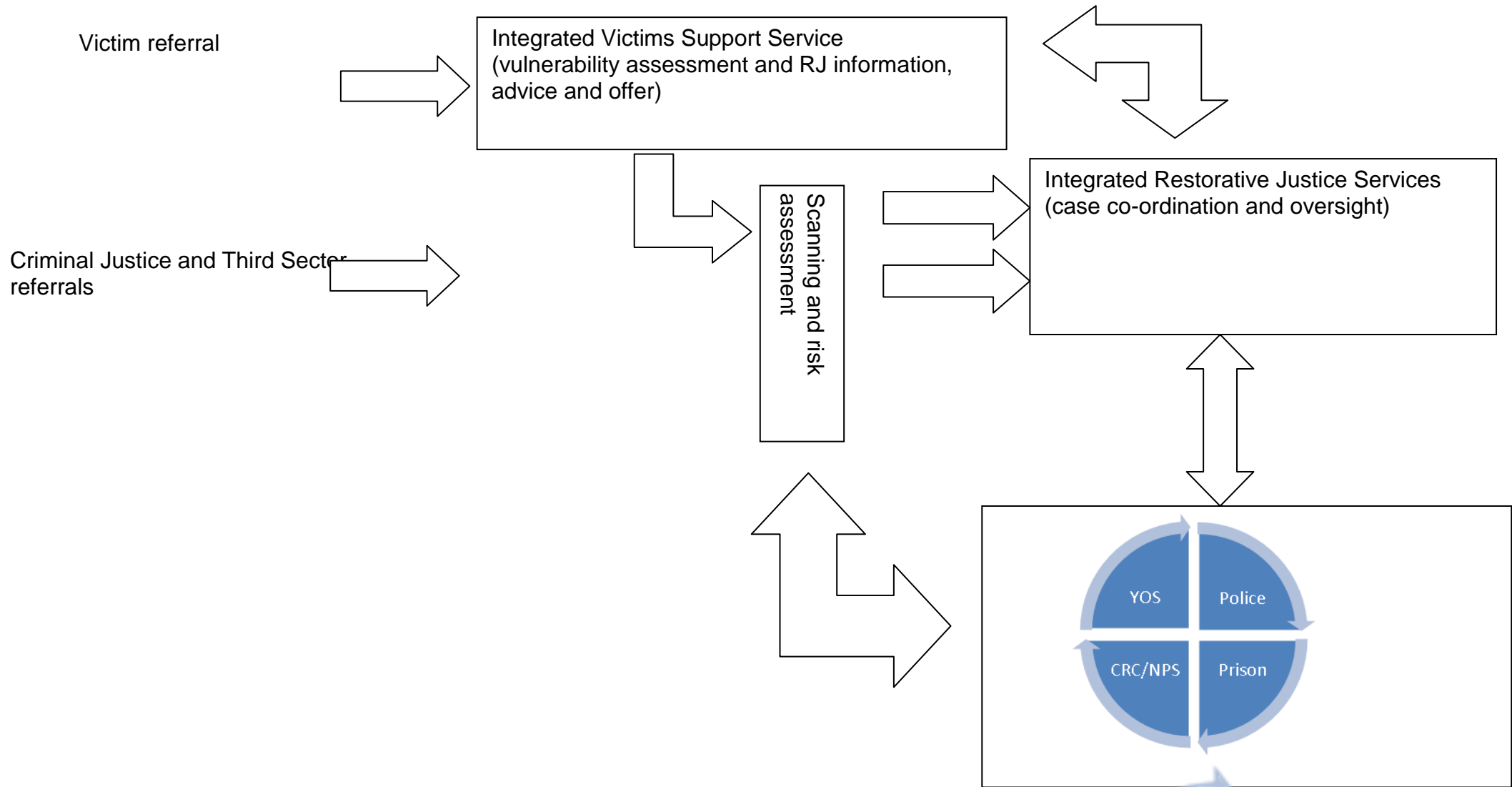
- Deliver victim – offender conferencing as a priority for pre or post sentence or deliver indirect communication, but only if the assessment indicates it would be unsafe for participants to meet face to face or the victim has made an informed choice not to;
- Introduce and maintain an area wide referral system and create a single point of contact for RJ services in discussion and with support of other RJ commissioners and providers in Nottingham/shire;
- Introduce a single shared referral and assessment system to access services;
- Co-ordinate and maintain oversight of all RJ cases through a network of providers;
- Work closely with criminal justice agencies to assess offender suitability to take part in the RJ activity, in line with any criminal investigations, court proceedings or probation/community rehabilitation company arrangements;
- Provide RJ activity to support the introduction of 'Community Remedy' menu of options introduced under the Anti-Social Behaviour, Crime and Policing Act 2014;
- Provide accredited training to practitioners and Police Officers to ensure RJ services and activity are delivered to a high and consistent standard;
- Use all forms of media to increase the public's understanding and awareness of RJ;
- Work closely with the Out of Court Disposal Scrutiny Panel to improve the public's understanding and confidence in the decision making process of out of court disposals and increase transparency, victim trust and satisfaction;

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- Ensure relevant information sharing protocols are in place to facilitate the sharing of victim and offender data and information;
- Work closely with Nottinghamshire Integrated Victims' Support Service to promote actively the benefits of victim-centred RJ to the public, victims, offenders and criminal justice agencies;
- Work closely with Nottinghamshire Integrated Victims' Support Service to ensure victims' cope and recover outcomes related to RJ are captured and reported.

The diagram on page 56 sets out the model for delivering restorative justice services and the relationship with the Nottinghamshire Integrated Victims Support Service.

Nottinghamshire Integrated Victim Support Service and Restorative Justice Service



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Service Component Requirements

Victim Centred RJ Model

The most efficient and effective service model for Nottinghamshire will be delivered when all victims are aware of RJ and able to access it if the offender is also willing to participate.

RJ services must be delivered to not only meet the needs of victims but to safeguard them as well. The RJS must be victim-centred and provide victims with the benefits of:

- Being available at the point of need
- Maintain contact with victim and other agencies where necessary
- Provide expert support when required by victim
- Acting in victims' interest and with the appropriate safeguards.

Definition of RJ Activity

RJS is funded as part of the Commissioner's Victims' Services Grant from MoJ. The Grant must be spent on:

- services for victims of crime and particularly victims in the priority categories outlined in the Victims' Code: victims of the most serious crime, persistently targeted victims, and vulnerable or intimidated victims, to help them cope with the immediate impacts of crime and, as far as possible, recover from the harm they have experienced. (Victims are further defined in Article 2 (a) of the Victims' Directive);
- support services for family members (as defined in Article 2 (b) of the Victims' Directive¹);
- any associated costs that arise in the process of commissioning/provision of victims' services.

For the purpose of this service specification provision is considered to be RJ activity if:

- The participants consist of, or include, the offender and one or more of the victims;
- The activity gives a victim or victims an opportunity to talk about, or by other means express experience of, the offending and its impact and to have a say in the resolution of offences; and
- The activity aims to maximise the offender's awareness of the impact of the offending concerned on the victims.

¹ Directive 2012/29 of the European Parliament and of the Council establishing minimum standards on the rights, support and protection of victims of crime, and replacing Council Framework Decision 2001/220/JHA

² Relevant existing provision refers to services accessible to victims' of crime which are currently in place and funded by other means.

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Community Remedy, launched on 20th October 2014, will offer victims an opportunity to be heard and to have a say in any future action to be undertaken by the offender, including agreeing rehabilitative or reparative activity for the offender. It can provide a means of closure and enable the victim to move on. RJ also provides an opportunity for offenders to face the consequences of their actions, recording the impact that it has had upon others and where possible make amends. In this way, RJ has the potential to help rehabilitate offenders and enable them to stop offending. It can involve victims:

- Explaining to an offender the impact of the crime on them;
- Seeking an explanation and apology from the offender; and
- Playing a part in agreeing reparative or rehabilitative activity for the offender e.g. working for free for a charity, paying to repair any material damage or keeping the victim informed of their progress in getting off drugs or finding a job.

Our priority is direct RJ activity which can be delivered through:

- **A face-to-face meeting** (sometimes called a restorative justice conference or victim-offender conference): involves a trained facilitator, the victim(s), and the offender(s) and supporters, usually family members. Such meetings might conclude with an agreement for further steps to be taken, such as some sort of reparation, but this is not mandatory.
- **A community conference:** involves members of the community that have been affected by a particular crime and all or some of the offenders. This is facilitated in the same way as an RJ conference but it differs in that it can involve many people.

The new 'Community Remedy' will empower victims and communities; giving them a greater say over how agencies respond to complaints or anti-social behaviour and in/out of court sanctions for offenders.

MoJ evidence suggests that a face-to-face meeting between the victim and offender is an effective form of RJ activity in terms of outcomes for victims and offenders. However, it is important that the right type of RJ activity is delivered for the individual circumstance at the right time. Where possible, a face-to-face meeting should be prioritised, but if the trained facilitator does not assess it as suitable then an alternative type of restorative justice activity can be considered. For example, indirect communication is possible. This can be via telephone or video conferencing, written correspondence or 'shuttle RJ' through the facilitator. This may lead to a face-to-face meeting at a later stage.

Where victim-offender Conferencing is held, appropriate outcomes/activity required as part of the conferencing process are agreed. This will form the basis of the Outcome Agreement, copies are provided to those who require it (including IVSS, IOM, CRC, NPS) as appropriate) and it is monitored until such time that the victim is satisfied that all action has been undertaken and both parties are able to 'sign-off) as completed. **Outcome Agreement** – the RJ enables participants to consider and discuss the outcomes they would

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want to see from the conference. This is formalised as an 'Outcomes Agreement' during the VOC (this is a written document agreed by all parties) (for more information see RJC Best Practice Guidance Feb 2011 section 3b).

RJ should be on offer as early as possible – immediately after victim referred for support services.

If a victim does not take up an RJ service offer immediately the Provider should work with the Nottinghamshire Integrated Victims' Support Service to plan an approach where the Integrated Victims' Support Service goes back to a victim and offers RJ support again at a later time. The Provider will give victims a range of options about RJ and enable them to make an informed decision.

All RJS or activity provided under contract to the Commissioner should only take place where an assessment by a trained experienced accredited facilitator indicates that this would be an appropriate course of action and is victim centred and safe. The successful providers must evidence that account has been taken of guidance issued by the Restorative Justice Council and where necessary, the correct advice is sought to ensure the development of a safe and competent RJ justice service in accordance with Article 12 of the Victim Directive.

Providers must either have or be willing to work towards the RJ Council's Restorative Justice Quality Mark.

Service Requirement (Other)

The day to day management and all elements of delivery of the service should be within Nottinghamshire. The provider must outline as part of their tender response, what and how it will deliver the service. We expect the provision of RJ services to be available when victims are best able to participate in the RJ activity. Consequently the RJ service should provide a service in the evening and at weekends, as required by victims. Operating hours must be approved by the NOPCC.

Anticipated Demand and Referral Criteria

The level of RJ interventions with adult offenders across Nottingham and Nottinghamshire is currently low. Practitioners in Nottinghamshire have indicated that restorative justice activity currently undertaken is between 2% to 5% of the total volume of crime dealt with annually, despite 20% to 25% of the total cases being potentially eligible for RJ. This is in stark contrast for agencies dealing with young people where it is reported that 95% of eligible cases involve RJ.

In considering the year 2013, out of 68,452 crimes, 3,400 RJ interventions could be carried out. The actual level of future demand for RJ activity will be influenced by the take up of victims, suitability and assessment of adult

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offenders and the interest and capacity of the courts, National Probation Service and Community Rehabilitation Company.

Taking into consideration the maximum contract value and amount of funding available each financial year, as set out below, Tenderers must indicate the anticipated number of RJ activities that can be delivered each year. This must be applicable across the whole of Nottinghamshire and takes account the specific service requirements of criminal justice, Police and other partners.

The Provider is expected to prioritise RJS for adults i.e. adults over 18 years, but not exclusively as there might be occasions due to the involvement of both adults and young people involvement in a crime where it would be appropriate to involve young people in the RJ approach. There also may be occasions when the RJS specialist resources i.e. VOC are requested to be provided an offender and victim under 18 years. All such referrals will need to be considered on a case by case basis. Any accredited training provided by the RJS should be available to organisations that work with adults and young people. It may be possible that both the city and county Youth Offending Services (YOS) may want to separately commission the RJS to provide RJ training for YOS officers in 2015/16. The successful Provider will be required to consult with both city and county YOS as part of the mobilisation and set stage between January to March 2015 and develop a separate service level agreement.

As part of the mobilisation phase of setting up the new service the Provider will be expected to consult with other partner organisations, including but not limited to Nottinghamshire Integrated Victim Support Services, to establish referral criteria. These criteria must be approved and signed off by the NOPCC and there must be a signed protocol in place between the RJS and the Integrated Victim Support Service.

Out of Hours and Community Based Services

The service must be victim-centred, and as such, available to victims at times that are convenient for them, provided within a flexible framework that ensures availability on evenings and at weekends at venues within Nottingham and throughout Nottinghamshire. The Provider must agree the operating hours with the NOPCC.

Working in Partnership

The introduction of this new service will mean that existing providers of RJS will have to work in a different way if the Commissioner's ambition of creating a single point of contact and a county wide referral and assessment system is to be achieved. The successful Provider will need the ability to work, and previous experience of working, co-operatively with funding organisations and providers to create a network of services which is easily accessed by victims.

The successful Provider will be expected to co-ordinate and maintain oversight of all RJ open and live cases across Nottinghamshire.

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Length of Contract and Value

The Commissioner's funding is confirmed on an annual basis. Subject to confirmation of the Commissioner's 2016/7 funding from the Ministry of Justice, the Contract will run from 1st February 2015 to 31 March 2016. Prior to the end of the Contract, the Commissioner will consider:

- Extending the Contract by one financial year.

The cost of the service will not be fixed. A 5% year on year efficiency saving will be expected for the service, in line with other services funded by the Commissioner. The successful Provider will be required to agree a budget for the Service every year with the Commissioner.

The Commissioner shall require the Provider to provide continuous improvement and innovation proposals throughout the lifetime of the contract which may be adopted in accordance with the terms of the contract and provided that any variation arising from such improvement or innovation does not amount to a material change to the Specification.

The table below illustrates the maximum value of the Contract and shows how the Commissioner has the maximum available budget over the period 1st February 2015 to 31st March 2016.

Duration	Maximum Value based on Funding Available to the Commissioner	Delivery (Not Exhaustive)
1 st February 2015-31 st March 2015 Phase 1 - Mobilisation	Up to £30,000	<ul style="list-style-type: none">• Negotiate and create a network of RJ providers• Consult with YOS on training requirements• Deliver training• Create an area wide referral system• Introduce single shared referral and assessment process• Introduce information sharing and other procedures with victim support services and other criminal justice providers• Recruit staff and volunteers• Define service criteria and prioritisation• Agree detailed cope and recover outcomes reporting mechanism with the provider of Nottinghamshire Integrated Victims' Support Service

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		<ul style="list-style-type: none">• Subject to TUPE advice, agreed a procedure and cases to be transferred with RJ Provider
1 st April 2015 – 31 st March 2016 Phase 2 – Full Delivery	Up to £200,000	<ul style="list-style-type: none">• Delivery of single point of contact• Co-ordination and oversight all RJ cases• Deliver RJ activities and services• Promote RJ to victims, public and stakeholders.• Performance reporting

Implementation of the Service

Providers are expected to submit with their tender documentation a project plan (that shows how tasks will be delivered for the period 1 February 2015 to 31st March 2015) to be agreed with NOPCC.

Quality Requirement

The successful Provider must, as a minimum, be working towards the Restorative Justice Council – RSQM (Restorative Service Quality Mark) (<https://www.rsqm.org.uk/why/apply>) and have successfully achieved the RSQM within the life of the Contract i.e. by 31st March 2016.

Staff Training

Both the victim and offender must be assessed and fully able, willing and suitable to engage safely in a restorative process; this assessment must be carried out by fully trained and accredited RJ practitioners who meet national standards – i.e. are registered members of the Restorative Justice Council.

Information Management and Technical Requirement

The Commissioner is committed to having a single case management system for the point of contact for victims and RJ services. NOPCC is currently working with partners to identify which system will be used. Use of the system will be under the umbrella of agreed information sharing protocols that are compliant with data protection legislation.

The Provider must pro-actively use the case management system to be provided by NOPCC as a platform to record and share victim and offender data when required. The IT case management system will be Public Service Network (PSN) compliant and meet the standard of Business Impact Level 3 accreditation. The Provider will be expected to provide and use secure email to send and receive victims' and offenders' data between relevant agencies and make sure that all victim and offender information is kept up to date to comply with the Data Protection Act 1998.

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In addition, the Provider must:

- Ensure clear organisational information sharing protocols are in place to support and govern multi-agency information sharing in line with data protection legislation;
- Notify NOPCC immediately of any data loss or theft by electronic built-in auditable report. This will require action dependent on type and volume including contact with the victim, offender and possible ICO notification;
- Provide NOPCC with management information reporting on support provided, targets and outcomes achieved. This information must be of sufficient granularity to provide useful and meaningful data for analytical and performance monitoring purposes;
- Ensure that all staff are trained in the IT system, able to input accurate and consistent data with appropriate and robust data protection training;
- Ensure that continued professional development can be maintained on the IT system by individuals annually and records maintained; and
- Ensure that business continuity planning is in place and reported to NOPCC as part of governance assurance.

Equality and Diversity

The Commissioner will be commissioning work, to take place during October – December 2014, to engage with people from different equality groups to find out how best this service should support female and male victims of all ages and ethnicities and disabled and LGBT victims. This work will report in December 2014 and the Provider must implement the recommendations agreed by NOPCC.

The Provider must also:

- Ensure that its Service is accessible to male and female victims of all ages, ethnicities, religions and beliefs and to disabled and LGBT victims;
- Provide face to face support to victims by staff and/or volunteers that the victim feels compatible with;
- Work pro-actively with BME, disability, faith and LGBT community groups and volunteers, to promote the service and to ensure that victims who have not referred a crime to the police are aware of the Service and feel confident to self refer to it; and
- Reflect the communities it is supporting by delivering the service through a diverse staff and volunteer base.

The Service must pro-actively support victims in Nottingham/shire across all demographics.

The Tenderer must submit an equalities impact assessment on the Service as part of its tender, and complete an annual equalities impact assessment thereafter.

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Performance Information – Outputs and Outcome

We expect both the Nottinghamshire Integrated Victims' Support Service and the restorative justice service to enable victims to achieve cope and recover outcomes. These outcomes must not be double counted by different providers and we expect the providers of both services to work together constructively to capture outcomes, distinguishing between cope and recover outcomes achieved through support services and cope and recover outcomes achieved through restorative approaches. Currently, our thinking is that the vast majority of cope and recover outcomes, including those achieved by restorative approaches, will be captured and reported by the integrated victims' support service provider.

However, we recognise that there may be some instances where victims who have had little or no contact with the integrated support service will wish to participate in restorative approaches. In these instances it may be difficult, or undesirable, for the integrated victims' support service to capture and report on victims' restorative approaches cope and recover outcomes.

By January 2015 a new outcomes framework for victim support services in Nottinghamshire will have been developed. During January and February 2015, we expect the integrated victims' support service provider and the restorative justice service provider to agree how they will use the outcome reporting mechanism, including their respective roles and responsibilities in outcomes reporting. This will be agreed with Nottinghamshire Office of the Police and Crime Commissioner. The agreed approach will include consideration of robust data sharing principles to ensure that victims' data is not shared unnecessarily between providers. It may be that at this stage different reporting arrangements are agreed for cope and recover outcomes.

We also expect the Provider to report on the following:

Strategic Outcome	Performance Measure
More victims are aware and participating in RJ activity	<ul style="list-style-type: none">• Number of referrals and assessments completed• Number of RJ conferences and other activities held per year.• % of victims who would recommend RJ to other victims following completion.
Victims are able to cope and cover from crime	<ul style="list-style-type: none">• % of victims who feel RJ has helped them to cope and recover from crime• Number and % of suitable victims engaging with the process• Number and % of suitable victims completing the process• Number of outcome agreements

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	<ul style="list-style-type: none">• Number and % of victims updated as per outcome agreement;
Reduce re-offending	<ul style="list-style-type: none">• Re-offending rate with 12 months per offender completing RH process• Reduction in the frequency and severity of offences within 12 months of completing RJ process• Number of pre and post sentence referrals
RJ Activity is delivered consistently to high standard	<ul style="list-style-type: none">• % of satisfied victims• Number of organisations achieving RJ Council Quality Mark• % of RJ practitioners trained and accredited.

The Provider will be expected to attend and co-operative fully with any scrutiny arrangements put in place by the NOPCC.

Contract Management

During January to March 2015 the Provider will develop and agree a regular performance report with the Commissioner, which is based upon the list of performance measures above.

The Provider must meet the NOPCC quarterly for performance management and contract meetings during the lifetime of the Contract. These meeting will include a discussion on performance, targets and spend. Any barriers to performance will be discussed and a plan to address any shortfall in performance will be agreed. The service will be included in the Commissioner's annual audit plan and the Provider must proactively work with the Commissioner's Audit Team.

Dependencies

The identified dependencies for the service are:

- Referrals for the service through a variety of routes, including self referral, referral from 'Integrated Victim Support' service, Police and other CJ partners
- Understanding and awareness of restorative justice by victim and offenders
- Number of suitably assessed offenders
- Clear agreement being in place with Courts, Crown Prosecution Service, National Probation Service and Community Rehabilitation Company for pre and post sentence RJ activity
- Training and briefing of Magistrates, Criminal Justice and Court officials

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- C-operation and willingness of partners to create a single referral, assessment and network of providers
- Willingness and confidence of victims to participate in victim offender conferences and other direct communication
- System interoperability with Police Forces and other agencies

Interfaces

The Provider must have a direct interface with:

- Nottinghamshire Integrated Victims' Support Service
- Nottinghamshire Police
- Other restorative justice providers across Nottingham and Nottinghamshire
- Courts, Crown Prosecution Service, National Probation Service and Community Rehabilitation Company
- Prison Service and secure estate
- Nottinghamshire and Nottingham Youth Offending Services
- Local Authority Community Protection, Anti-Social Behaviour and Community Safety Departments
- Direct Interface with public and voluntary sector and community services providing referrals

Risks

The following have been identified as major risks areas for the service. The provider must submit a risk register setting out the major risks to deliver the service, in both the implementation and delivery phases and giving information about how they will be managed.

Information Security

The Provider's Information Security and data management must conform to ISO 27001. In addition, victims and offender data must be held at business impact level 3.

It is therefore expected that the Provider will satisfy these requirements. Similar accreditation which meets the above requirements may be accepted.

The Provider must submit its Information Management Policy.

Service Continuity and Resilience

Suitable arrangements must be in place to ensure that should there be a failure of the Provider's telephony or IT systems, a fail-over mechanism exists which will ensure continuity of service. Where a fault exists outside of the control of the Provider i.e. with a landline or ISP provider, suitable service level agreements must be in place which minimise the loss of service.

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The Provider must submit a plan to evidence its business resilience in the event of an unforeseen event creating large numbers of demands for a particular event.

Safeguarding

The Provider must:

- vet all staff and volunteers with an enhanced Disclosure Barring Service develop clear links with relevant safeguarding arrangements to ensure victim related safeguarding concerns and risks are identified and addressed; and
- ensure any staff or volunteers requiring access to Nottinghamshire Police systems are vetted by Nottinghamshire Police to non police personnel (NPPV3) level;

TUPE

Potential providers must seek their own legal advice on whether TUPE applies to the service. The Commissioner has separately provided details of any staff that may be subject to TUPE arrangements.

Subject to TUPE legal advice the Provider as part of the mobilisation phase may need to agree a procedure for the transfer of RJ cases.

Intellectual Property Rights

All Intellectual Property Rights (IPR) concerned with the provision of the service will reside with NOPCC.

Sustainability/Environmental

In accordance with the Public Services (Social Value) Act 2012, the proposed tender for the Nottinghamshire RJS will contribute to the improvement of economic, social and environmental wellbeing of Nottingham/shire. Providers are also required to outline their environmental policy in relation to the delivery of the services outlined in this tender (notably, energy conservation, recycling policies and reduction of waste). This should be consistent with NOPCC policy in relation to environmental issues.

Whole of life support

The requirements of the Contract are that the Provider will provide the whole support required for the service to be delivered in its entirety for the duration of the Contract.

Equality

The successful Provider must comply with the Equality Act 2010 and ensure due regard to the duties on public sector organisations under the Equality Act 2010 'Public Sector Equality Duty' in the delivery of this service.

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Useful RJ Links

- MoJ Restorative Justice Action Plans:
<https://gov.uk/government/colections/restorative-justice-action-plan>
- MoJ's restorative justice website page:
<http://justice.gov.uk/victims-and-witnesses/restorativejustice>
- Guidance on arranging for victims and offenders to meet:
<https://www.gov.uk/government/publications/arrange-for-offenders-to-meet-their-victims>
- Restorative Service:
<http://www.restorativejustice.org.uk/news/standards/>
- Restorative Justice Council guidance for PCCs:
<http://www.restorativejustice.org.uk/guidance> for PCCs
- European Union Victims' Directive 2012. The Directive sets out the need for minimum standards to 'ensure victims have access to safe and competent restorative justice services'. Member states have until 16 November 2015 to comply
- Best Practice Guidance for Restorative Practice. Restorative Justice Council (2011)
- Restorative Service Standards and Restorative Service Quality Mark. Restorative Justice Council Consultation Paper, Restorative Justice Council, March 2013.
- Restorative Service Standards and Restorative Service Quality Mark Framework – Draft for Consultation. Restorative Justice Council, March 2013
- Better Outcomes Through the Victim-Offender Conferencing (Restorative Justice), National Offender Management Service, November 2012.
- Restorative Justice Action Plan for the Criminal Justice System, Ministry of Justice, November 2012.
- Facing up to Offending: use of Restorative Justice in the Criminal Justice System, Criminal Justice Joint Inspection, September 2012.

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TECHNICAL REQUIREMENTS

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1 Introduction

This section of the ITT sets out the Commissioner's Technical Requirements relating to the provision of the services. The Technical Requirements are categorised as follows depending on the nature of the services:

- Mandatory Requirement (MR)
- Mandatory Information Requests (MIR)

The classification of a Technical Requirement gives an indication of the significance attached to that Requirement relative to any other Requirements. Failure by the Provider to meet any of the Mandatory Requirements will usually mean failure to be awarded a Contract.

2 Mandatory Requirements

The tables below set out the Commissioner's Mandatory Requirements relating to the provision of the services.

TABLE 2.1: HEALTH AND SAFETY REQUIREMENTS	
Reference	Requirement
MR1	Provision and management of a fully trained and certified First Aider available on the premises during working hours

TABLE 2.2: SAFEGUARDING	
Reference	Requirement
MR2	Must have clear and robust Safeguarding Vulnerable Adults and Safeguarding Children and Young People policies

TABLE 2.3: SUSTAINABILITY AND ENVIRONMENTAL	
Reference	Requirement
MR3	Must have an Environmental Policy in relation to the delivery of the services outlined in this tender (notably, energy conservation, recycling policies and reduction of waste).
MR4	Must contribute to the improvement of economic, social and environmental wellbeing of Nottinghamshire

TABLE 2.4: SECURITY	
Reference	Requirement
MR5	Must comply with the Data Handling schedule attached as Appendix A
MR6	Must have a vetting and barring policy
MR7	Must have an information management policy

TABLE 2.5: RISK MANAGEMENT	
Reference	Requirement
MR8	Must have a risk management policy and conform to ISO 27001

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TABLE 2.6: DEVELOPMENT AND INNOVATION

MR9	Must actively seek to identify new or potential improvements to the Services to enable them to be delivered at lower costs and/or at greater benefits to the Commissioner;
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TABLE 2.7: PROGRESS REPORTING

MR10	Must provide a fortnightly review of progress of implementation of the Services during the Mobilisation Period
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TABLE 2.8: MANAGEMENT INFORMATION REPORTING

MR11	Once established and operational, must provide quarterly performance reports and conduct management review meetings
MR12	Must have an assigned individual who will be responsible for liaison with the Commissioner on an ongoing basis

TABLE 2.9: TRAINING

MR13	Must provide training in accordance with the proposed schedule/levels as detailed in the Tender Response
MR14	Must provide continued professional updating and personal development of its staff and volunteers
MR15	Must hold, or be actively working towards, TJ Council's Restorative Justice quality mark

TABLE 2.10: PRODUCTS

MR16	Must provide suitable accommodation in Nottingham/ Nottinghamshire for staff/volunteers and the necessary equipment to enable effective functioning.
------	--

TABLE 2.11: EQUALITY

MR17	Must comply with the Equality Act 2010 and ensure due regard to the duties on public sector organisations under the Equality Act 2010 'Public Sector Equality Duty' in the delivery of this service.
MR18	Must complete an annual equalities impact assessment on the service

TABLE 2.12: ACCOUNTABILITY

MR19	Must agree to co-operate fully with the Independent Scrutiny Arrangement that is to be established.
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TABLE 2.13: COMPLAINTS

MR20	Must have a clear complaints procedure.
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TABLE 2.14: FINANCIAL

MR21	Must have a financial policy
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TABLE 2.15: VOLUNTEER MANAGEMENT	
MR22	Must have a volunteer management policy

3 Mandatory Information Requirements

The Commissioner may wish to further test the Tenderer’s ability fully to meet its requirements by requiring the Tenderer to respond to questions designed to test the Tenderer’s ability and experience in providing similar services. Evidence to substantiate the Tenderer’s Response may also be required. Such questions and substantive evidence are termed “**Mandatory Information Requirements**” and as such a Response by the Tenderer must always be provided. Failure by the Tenderer to respond to a Mandatory Information Requirement may lead to the Tenderer not being successfully appointed as the Provider.

Mandatory Information Requirements

TABLE 3.1: SERVICE SOLUTION RELATED QUESTIONS	
Reference	Mandatory Information Requirement
Health & Safety MIR1 Table 2.1	Please describe how you will manage/supervise the provision of a trained first aider(s) on the premises during working hours
Safeguarding MIR2 Table 2.2	Provide a copy of your Safeguarding Vulnerable Adults and Safeguarding Children and Young People policies
Safeguarding MIR3 Table 2.2	Detail your organisation’s safeguarding responsibilities and what steps you will take to meet your responsibilities.
Sustainability and Environmental MIR4 Table 2.3	Outline your environmental policy in relation to the delivery of the services outlined in this tender (notably, energy conservation, recycling policies and reduction of waste).
Sustainability and Environmental MIR5 Table 2.3	Detail how you will contribute to the improvement of economic, social and environmental wellbeing of Nottinghamshire.
Security MIR6 Table 2.4	Please confirm that you are willing and able to comply with the Data Handling Schedule – Appendix A
Security MIR7 Table 2.4	Provide a copy of your vetting and barring policy
Security MIR8 Table 2.4	Provide a copy of your information management policy
Risk Management MIR9 Table 2.5	What do you consider to be the key risks to delivering your proposed service? How do you propose to mitigate these risks (both for yourselves and the Commissioner)
Risk Management MIR10	Provide details of accreditation to ISO 27001 or equivalent and BIL3 compliance

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Table 2.5	
Risk Management MIR11 Table 2.5	Provide a copy of your business continuity plan and risk register
Development and Innovation MIR12 Table 2.6	Detail what new or potential improvements you have identified to enable the Services to be delivered at lower costs and/or at greater benefits to the Commissioner;
Training MIR13 Table 2.9	Outline arrangements to enable continued professional updating and personal development of its staff and any volunteers, for example, conference attendance, training, frequency of training, training needs assessment processes etc
Training MIR14 Table 2.9	Provide evidence holding, or actively working towards, TJ Council's Restorative Justice quality mark
Products MIR15 Table 2.10	Describe arrangements for accommodation, administrative support, IT and other data management support.
Equality MIR16 Table 2.11	Provide a copy of your equalities impact assessment on the service
Equality MIR17 Table 2.11	Provide an initial equalities impact assessment
Accountability MIR18 Table 2.12	Confirm agreement to comply with the Independent Scrutiny Arrangement
Complaints MIR19 Table 2.13	Detail how complaints will be managed, including how they are reported, providing flexible procedures for individuals wishing to make a complaint, being open and transparent and leading to positive change.
Financial MIR20 Table 2.14	Clearly set out how your organisation ensures that its finances are managed with integrity, together with details of how financial decisions are made.
Volunteer Management MIR21 Table 2.15	Provide a copy of your volunteer management policy

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RESPONSE REQUIREMENTS TABLE OF CONTENTS – SECTION 5

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1 Introduction

The Tenderer must use the templates set out in the tables below to present its ITT Response to the Specification, Technical Requirements and Mandatory Information Requirements.

2 Tenderer's Response to the Specification

Tenderer's Response to Section 3 - Specification - The requirements as stated within the Specification(s) are provided below. Tenderers are invited to respond to each requirement ensuring all points are answered in the right hand boxes.

Responses should be in full and supported by evidence, allowing evaluators to gain a good understanding of how the Tenderer intends to provide and support the Restorative Justice Services to Nottinghamshire. Diagrams will be accepted and the wording would be calculated within the total word count for each response.

The entire specification should be considered when answering individual questions.

No	Requirement	Response Requirement	Tenderers Response
1	Provide details of how you propose to achieve the Commissioner's Vision and Objectives for Restorative Justice?	A Method Statement not to exceed 1500 words	<i>Please see APPENDIX A</i>
2	Provide details of how you propose to engage with the Nottinghamshire Integrated Victim Support Service to ensure delivery of a joined up service	A Method Statement not to exceed 1000 words	<i>Please see APPENDIX B</i>
3	How will you ensure that you are aware of those victims eligible for/engaged in the National Probation Service's Contact Scheme?	A Method Statement not to exceed 1000 words	<i>Please see APPENDIX C</i>

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4	How will you ensure that all services provided under this specification are delivered and victim-centered?	A Method Statement not to exceed 1000 words	<i>Please see APPENDIX D</i>
5	Provide details of how you will negotiate and work with other RJ providers in Nottinghamshire to establish a city and county wide integrated restorative justice service?	A Method Statement not to exceed 500 words	<i>Please see APPENDIX E</i>
6	How will you ensure the safeguarding of the victims?	A Method Statement not to exceed 500 words	<i>Please see APPENDIX F</i>
7	Provide a copy of the proposed victim and offender agreements that confirm their understanding and agreement to participate in RJ activity	Copies of each agreement required	<i>Please see APPENDIX G</i>
8	Provide a copy of the assessment that will be undertaken to determine if RJ is suitable and what form of RJ activity would be effective	A copy of the proposed assessment form	<i>Please see APPENDIX H</i>

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9	How will you evidence that account has been taken of guidance issued by the Restorative Justice Council and where necessary, the correct advice is sought to ensure the development of a safe and competent RJ service, in accordance with Article 12 of the Victim Directive?	A Method Statement not to exceed 500 words	<i>Please see APPENDIX I</i>
10	Confirm that you either have or are willing to work towards the RJ Council's Restorative Justice Quality Mark – to be achieved no later than 31/03/16	Either evidence of quality mark or detailed plan showing how will be achieved within set timescales	<i>Please see APPENDIX J</i>
11	Outline how you will deliver the service, including locality, operating hours and availability to victims	Outline plan	<i>Please see APPENDIX K</i>
12	In accordance with the maximum contract value, indicate the anticipated number of RJ activities that can be delivered each year	A Statement not to exceed 500 words	<i>Please see APPENDIX L</i>

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13	Provide a full detailed implementation plan showing how the services will be mobilised during phase 1 (1 st February 2015 – 31 st March 2015) to enable the full services to commence from 1 st March 2015	Detailed plan to be provided	<i>Please see APPENDIX M</i>
14	Confirm that you are willing to pro-actively use an external case management system determined by the NOPCC.	Confirmation required	<i>Please see APPENDIX N</i>
15	Confirm that your IT system or proposed IT system meets the technical requirements stipulated.	Confirmation and evidence required	<i>Please see APPENDIX O</i>
16	Provide details of your information sharing protocols to support and govern multi—agency information sharing.	Policies and Method Statement not to exceed 500 words	<i>Please see APPENDIX P</i>
17	How do you propose to ensure that the service is accessible to male and female victims of all ages, ethnicities, religions and beliefs and to disabled and LGBT victims	Policies and Method Statement not to exceed 500 words	<i>Please see APPENDIX Q</i>

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3 Tenderer's Response to the Mandatory Information Requirements

3.1 In addition to any information requested elsewhere the Tenderer must provide a Response to the following Mandatory Information Requirements.

Tenderer's Response to Section 4 – Technical Requirements (Mandatory Information Requests) - The Mandatory Information Requirements as set out within the Technical Requirement(s) are provided below. Tenderers are invited to respond to each MIR ensuring all points are answered in the right hand boxes. Responses should be in full and supported by evidence, allowing evaluators to gain a good understanding of how the Tenderer intends to meet the MIRs. <i>The entire specification should be considered when answering individual questions.</i>			
No	Mandatory Information Requirements Reference	Mandatory Information Requirement	Tenderers Response
1	Health & Safety Table 3.1	Please describe how you will manage/supervise the provision of a trained first aider(s) on the premises during working hours	<i>Please see attached 'MIR response' with same corresponding number references</i>
2	Safeguarding Table 3.1	Provide a copy of your Safeguarding Vulnerable Adults policy	<i>Please see attached 'MIR response' with same corresponding number references</i>
3	Safeguarding Table 3.1	Detail your organisation's safeguarding responsibilities and what steps you will take to meet your responsibilities.	<i>Please see attached 'MIR response' with same corresponding number references</i>
4	Sustainability and Environmental Table 3.1	Outline your environmental policy in relation to the delivery of the services outlined in this tender (notably, energy conservation, recycling policies and reduction of waste).	<i>Please see attached 'MIR response' with same corresponding number references</i>
5	Sustainability and Environmental Table 3.1	Detail how you will contribute to the improvement of economic, social and environmental wellbeing of Nottinghamshire as detailed in Table 2.2 MR4 & MR5	<i>Please see attached 'MIR response' with same corresponding number references</i>
6	Security Table 3.1	Please confirm that you are willing to and able to comply with the Data Handling Schedule – Appendix A	<i>Please see attached 'MIR response' with same corresponding number references</i>
7	Security Table 3.1	Provide a copy of your vetting and barring policy	<i>Please see attached 'MIR response' with same corresponding number references</i>

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8	Security Table 3.1	Provide a copy of your information management policy	<i>Please see attached 'MIR response' with same corresponding number references</i>
9	Risk Management Table 3.1	What do you consider to be the key risks to delivering your proposed service? How do you propose to mitigate these risks (both for yourselves and the Commissioner)	<i>Please see attached 'MIR response' with same corresponding number references</i>
10	Risk Management Table 3.1	Provide details of accreditation to ISO 27001 or equivalent and BIL3 compliance	<i>Please see attached 'MIR response' with same corresponding number references</i>
11	Risk Management Table 3.1	Provide a copy of your business continuity plan	<i>Please see attached 'MIR response' with same corresponding number references</i>
12	Development and Innovation Table 3.1	Detail what new or potential improvements you have identified to enable the Services to be delivered at lower costs and/or at greater benefits to the Commissioner;	<i>Please see attached 'MIR response' with same corresponding number references</i>
13	Training Table 3.1	Outline arrangements to enable continued professional updating and personal development of its staff and any volunteers, for example, conference attendance, training, frequency of training, training needs assessment processes etc	<i>Please see attached 'MIR response' with same corresponding number references</i>
14	Training Table 3.1	Provide evidence holding, or actively working towards, TJ Council's Restorative Justice quality mark	<i>Please see attached 'MIR response' with same corresponding number references</i>
15	Products Table 3.1	Describe arrangements for accommodation, administrative support, IT and other data management support.	<i>Please see attached 'MIR response' with same corresponding number references</i>
16	Equality Table 3.1	Provide a copy of your equalities impact assessment on the service	<i>Please see attached 'MIR response' with same corresponding number references</i>

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17	Equality Table 3.1	Provide an initial equalities impact assessment	<i>Please see attached 'MIR response' with same corresponding number references</i>
18	Accountability Table 3.1	Confirm agreement to comply with the Independent Scrutiny Agreement	<i>Please see attached 'MIR response' with same corresponding number references</i>
19	Complaints Table 3.1	Detail how complaints will be managed, including how they are reported on, providing flexible procedures for individuals wishing to make a complaint, being open and transparent and leading to positive change.	<i>Please see attached 'MIR response' with same corresponding number references</i>
20	Financial Table 3.1	Clearly set out how your organisation ensures that its finances are managed with integrity, together with details of how financial decisions are made.	<i>Please see attached 'MIR response' with same corresponding number references</i>
21	Volunteer Management Table 3.1	Provide a copy of your volunteer management policy	<i>Please see attached 'MIR response' with same corresponding number references</i>

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COMMERCIAL RESPONSE REQUIREMENTS

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1 Executive Summary

TABLE 1: EXECUTIVE SUMMARY

The executive summary should focus on the key features of the Tenderer's Response including all key assumptions made by the Tenderer **(but excluding all pricing/financial information)**

The objective of the executive summary is to provide the Commissioner with a clear, concise and complete summary of the Tenderer's Response together with an insight into the reasoning and rationale behind the Response.

The executive summary should be **no more than 10 pages of A4 text** highlighting the key strengths of the Response to demonstrate how the Tender represents value for money to the Commissioner.

It is intended that the executive summary should provide a useful introduction to the Response for evaluators, as well as senior stakeholders who may not be involved in the detailed evaluation.

Whilst the executive summary will not be formally evaluated, it will be scrutinised for consistency with your Response and clarification will be sought if required.

The executive summary must only contain information drawn from other areas of your Response and must not contain any new material. Whilst diagrams and photographs may be used, they should be high level and should not be used to support other parts of the Response where more detailed information is required.

2 Charges and Savings

2.1 Tenderers must complete Schedule 11 - Charges with all proposed charges/prices to provide the services together with savings projections

2.1.1 The charges/prices must cover all requirements (including any actual or potential impact of TUPE on the Tenderer).

2.1.2 All charges/prices must be expressed in pounds sterling and should be exclusive of VAT, all pricing information will form the basis of any resultant Contract.

2.1.3 Tenderers must provide a completed supplementary spreadsheets to provide granularity and transparency of the metrics used for calculating fixed minimum and variable charges

2.1.4 Tenders must show the following in their breakdown:

- A 5% year on year reduction in cost
- Employee and Volunteer Costs
- Premises Costs
- Transport and Travel Costs
- Supplies and Services
- Management and Administration Costs

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3 References

Tenderers must provide in Schedule 12 details of three current customers from whom the Commissioner may seek references.

4 Performance Management and Service Credit Regime

The provision of the services is important to the delivery of the Commissioner's key business objectives and, as applicable, day to day business objectives. Failure to supply the services by the Provider will lead to inefficiencies and additional costs being incurred by the Commissioner. The achievement of key performance indicators is therefore important. Tenderers attention is drawn to the key performance indicators set out in Tables 7.1 below:

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TABLE 7.1: KEY PERFORMANCE INDICATORS		
No	Performance Standard	Measure
1A1	The provider consistently meets / exceeds expectations with regard to the Specification Requirement	Number of deviations against total number of service activity <i>(Accountability may also be taken of the number of instances of where Requirements are being exceeded and so added benefit is being delivered to the Contract)</i>
1A2	Agreed performance standards are being consistently maintained / exceeded by the provider	Number of deviations against total number of service activity <i>(Accountability may also be taken of the number of instances of where Requirements are being exceeded and so added benefit is being delivered to the Contract)</i>
1A3	The provider is reducing / alleviating risk by maintaining effective systems for a) Accreditation b) Legislative & Regulatory Compliance c) Commercial Compliance	No. of prosecutions, recordable incidents, deficiencies, failures in relation to all risks – H&S, BC, T&C`s etc Are appropriate Insurances, Licences and Accreditations being maintained and is the Commissioner being informed of such information?
1B1	The provider maintains awareness of market developments and brings / suggests innovation and continuous improvement	Number of innovative workable solutions suggested and actioned Number of value added initiatives that have been successful against the total number of suggestions
2A1	The provider performs against the contract target price	Actual price(s) paid against contract price(s)
2A3	Identify cost reduction opportunities	Number of cost reduction opportunities identified by the Provider
3A1	Levels of front line staff are being adequately and consistently	Total number of Provider's staff days missed against stated amount Number of instances of failure to respond to call-

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	maintained	outs, contract commitments against total number of call outs or commitments
3A2	Levels of overall resourcing are being adequately and consistently maintained	No. of items delivered against no. of items ordered Actual availability of hours/equipment/system against stated availability Days lost (works contracts) No. of disruptions to supply / service / works
3A3	Service / Demand levels or progress of works are being consistently maintained by the provider without interruption	No. of service failures, non-performance instances, deviation from works plan etc Number of instances where SLA is exceeded
3A5	Levels of ongoing training and development and staff competencies of those involved in the Contract are being retained	Does the Provider regularly review the competencies of their staff employed on the Contract? Levels of investment in training by the Provider, against contract or other target? Number of instances where staff of the Provider are removed off the Contract due to lack of competence.
3A7	The provider is able to respond well to emergencies and change (for example an incident which might affect large communities and require a very different response, and collaborative working with partner agencies)	Number of times Provider has successfully responded to changes/emergencies against total number of requests
4A2	Service delivery is being consistently achieved to or in excess of the agreed levels of service	Total number of deliveries made against total quantities ordered Total number of actual service deliveries against total number of service delivery requirements

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		<p>Works completed to programme or milestones</p> <p>Level of disruption to Force systems, staff or activity due to failure to provide goods / service</p>
5A4	The provider is engaged in continuous service improvement / innovation throughout the life of the Contract	<p>Number of continuous improvement initiatives identified by Provider</p> <p>Number of continuous improvement initiatives implemented by Provider</p>
5A6	The supply of service provides added benefit (reduced calls to force control room)	Number of logged added benefits realised
5B1	Management information is being provided by the provider at the frequencies prescribed	<p>Is the M.I. received on time, in the correct format and contain all the necessary information?</p> <p>Are all other contract reports and documentation being received on time?</p>
5B4	Overall Provider Performance	<p>Levels of customer satisfaction from surveys undertaken</p> <p>Total number of complaints satisfactorily resolved against total number of complaints received.</p> <p>Is the Provider failing to carry out defined responsibilities or being more pro-active?</p> <p>Number of issues not resolved by the Provider that have to be escalated</p> <p>Number, severity and persistency of disputes arising</p> <p>Any steps being made in relation to reducing waste or being environmentally friendly?</p> <p>How quick deficiencies or recommendations</p>

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		following reports or audits are resolved satisfactorily
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Schedule 11: Charges and Savings

In addition to submitting all the proposed charges, please complete the following questions on future savings offered

SAVINGS QUESTIONS	RESPONSE
<p>Evidence how your submission is delivering savings?</p>	<p>Our submission will deliver savings directly with regard to the increase rate of none re-offending from those offenders engaged with the process. This should be independently verified via Nottinghamshire Police with an established initial base line pre project inception. Previous national evaluation of RJ (Shapland/Strang/Shermann) would indicate an 18 -25% increase in the rate of none re-offending for those taking part. Indirectly there are savings from the perspective of increased victim satisfaction and their ability to cope and recover from the impacts of the offence. Whilst this is a difficult benefit to quantify Remedi will supply the OPCC with fully evaluated data regarding the levels of satisfaction experienced by those victims participating.</p>
<p>Confirm that your submission has included a 5% year on year saving?</p>	<p>Yes- please see notes with financial breakdown in MIR attachment.</p>
<p>Confirm how you will work with the Commissioner to deliver future savings each year of the Contract? Where acceptable your innovation will become a KPI and form an integral part of any future contract.</p>	<p>Remedi have a proven track record in attracting additional funding to expand the remit of services beyond those initially contracted once established in a location. For example we would look to secure funding to develop family, looked after child and schools based restorative practice in the county- via sources such as the Realising Ambition programme which enabled us to establish safe schools models in Sheffield and which will be launching a second phase shortly. We will also work proactively with the CRC contract holder for the region- Reducing Re-Offending Partnership- to identify cost efficiencies.</p>

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Schedule 12: References

REFERENCE 1	
INFORMATION REQUIRED	RESPONSE
Name and Address of Organisation	[REDACTED], Group Manager, Targeted Support and Youth Justice Service, County Hall, Loughborough Road, West Bridgeford, NG2 7QP
Contact Name and Telephone Number	[REDACTED], Group Manager Tel: 01623 520105
Details of Service Provided	Provision of all youth RJ and reparation
Value of Contract	£200,000 per annum
Duration of Contract	3 years
Duration of Service Provided	2008-2016

REFERENCE 2	
INFORMATION REQUIRED	RESPONSE
Name and Address of Organisation	HumberSide OPCC,
Contact Name and Telephone Number	[REDACTED] C/O TowerGrange Police Station, Holderness Road, Hull, HU8 9HP
Details of Service Provided	Provision of adult CJS RJ services
Value of Contract	£307,950
Duration of Contract	18 months
Duration of Service Provided	October 2014-April 2016

REFERENCE 3	
INFORMATION REQUIRED	RESPONSE
Name and Address of Organisation	Sheffield Youth Justice Services, Star House, 43 Division Street, Sheffield, S1 4GE
Contact Name and Telephone Number	[REDACTED] 0114 2288555
Details of Service Provided	Provision of all RJ services and community reparation
Value of Contract	£300,000
Duration of Contract	1 year
Duration of Service Provided	October 2013 – April 2015 (contracted services annually since 2000)

Approval will be obtained from the Tenderers prior to the Commissioner contacting any of the references provided in Schedule 12.

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SECTION 3: MANDATORY INFORMATION REQUIREMENTS

1. The Remedi Co-ordinator, admin worker and four restorative justice practitioners will undertake a basic first aid training course to enable them to administer first aid should the need arise. This will be in the setting of the Remedi office or whilst working in the community with specific clients.

Staff supervision that is held at least on a quarterly basis or at shorter periods of time should the worker request it contains a specific element dedicated to Health and Safety. This allows for the worker to discuss any issues relating to safety with their line manager who will advise and/or act on the information from the member of staff.

2. Please see SAFEGUARDING VULNERABLE ADULTS POLICY attached
3. Remedi takes all safeguarding, child and vulnerable adults protection issues very seriously; all Remedi staff including; managers, co-ordinators, practitioners, admin and volunteers are trained at the start of their employment with Remedi to be; competent in dealing with Safeguarding matters, competent in contacting the right organisations in a timely manner for additional support, recording events, notifying their line managers, following up to ensure action has been taken to support the client and to be proficient in dealing with safeguarding matters in accordance with Remedi's own procedures as well as the safeguarding procedures of Nottinghamshire County and City Councils. Safeguarding training is mandatory for all Remedi staff on an annual basis.

All Remedi staff carry at all times a list of contact details to assist with safeguarding issues, these include; Remedi manager/co-ordinator, Social Services and emergency social services numbers and the police. A local Remedi manager or Co-ordinator is always on call whilst ever a member of their staff is working in the community with clients to support/advise or take the lead if an issue should arise.

Should a safeguarding issue arise all staff will try to gain as much information as possible with names, dates, times and a brief outline of the issue, ensuring they keep it factual and do not use leading questions. The Remedi manager/co-ordinator will be contacted immediately, who

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will advise the staff member. The Remedi manager will, where possible attempt to contact the referring organisation to inform them of the issue and seek advice prior to contacting social services, if not available i.e. out of office hours, Social Services or the emergency team will be contacted as will the police if necessary. All times and contact names of people notified will be recorded, with a brief summary of the action they have agreed to take. All information including dates, times and names will be recorded on relevant data bases and Remedi's own spreadsheets at the earliest opportunity. The Remedi manager will keep in regular contact with the referring organisation regarding the issue and will contact social services for an update on the case. The Remedi member of staff who first reported the issue will be kept informed of the case and will be available to answer any questions about the matter to the relevant authority.

The Remedi member of staff who reports safeguarding issues will remain with the client at all times for their safety until advised not to or to take them to a safe place, again following advice.

4. Please see attached ENVIRONMENTAL POLICY
5. Remedi will help improve the economic and social environment of Nottinghamshire by recruiting for all positions wherever possible from the local community as well as basing its Nottinghamshire operations within the County. All resources, equipment, supplies etc will be sourced via local providers.
Additionally an integral part of our proposal is the recruitment, training and development of local pools of volunteer practitioners. All locally recruited volunteers will receive accredited restorative justice skills training and practical experience thereby enhancing their skills and future employability.
6. Remedi can confirm that we are willing and able to comply with the data handling schedule.
7. Please see attached VETTING AND BARRING POLICY
8. Please see attached DATA PROTECTION AND CONFIDENTIALITY POLICY

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9. Remedi undertake a full organisational risk assessment annually which evaluates full financial, operational, legal and procedural risk factors regarding all works undertaken. Any and all required actions to mitigate risk factors are undertaken as a result of this process in order to ensure operational robustness and contract integrity. Remedi have developed extensive risk assessment processes over our years of practice. All service users are subject to an extensive assessment of emotional preparedness for a restorative process and detailed exploration of potential physical risk factors. All practitioners are fully trained in these disciplines. Contract performance and output risk is ensured via extensively developed internal quality assurance and management systems- case review/professional supervision/observed practice and staff performance appraisal.

In regard to the potential risk of service user dis-satisfaction- Remedi will undertake a needs assessment with both parties to identify a baseline across the 8 categories of need, as identified in the Victim Services Commissioning Framework 2013. This will enable practitioners to identify individual needs in relation to mental and physical health, shelter and accommodation, family friends and children, education skills and employment, drugs and alcohol, finance and benefits, outlook and attitudes and social interaction. In addition to this, we will assess feelings of safety, feelings of wellbeing, quality of life and confidence in accessing support. This will enable practitioners to identify what existing support is in place to avoid duplication of signposting and to develop/maintain partnership relationships with the organisations already involved with service users. The initial development and design of the referral process for RJ in Nottinghamshire will take into account the existing services which Remedi will need to build relationships with and a resources folder of contact details will be developed for all staff/volunteers according to the needs outlined above.

10. Please see attached Data Protection and Confidentiality Policy

11. Please see attached Business Plan

12. Our proposed model of service delivery ensures significant benefits to the commissioner in that-

- A proactive offer of potential involvement in a restorative process is made to victims of crime. Per annum we envisage an additional 2000 victims being offered the opportunity above the current level of

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service offer. This ensures that the requirements made by the Victims Code of Practice (2013) for the Police force to offer restorative justice opportunities to victims of crime, where available, are realised and thereby compliant with that standard.

- Assessed over 17 years of operational practice Remedi have a 95 -99% victim satisfaction rate with the quality of service received and the outcome of involvement- the increase in public confidence in the criminal justice system therefore constitutes a significant benefit.
- As the service being established will mean the recruitment of new personnel with, likely, limited experience of delivering restorative interventions in the adult arena Remedi will also commit to providing experienced personnel as and when required in the first year of operations to provide direct support to practitioners with regard to 'serious and complex' cases. This ensures that the standards required by the Restorative Justice Council (RJC) for cases of this nature (murder/ manslaughter/death by dangerous driving etc) are achieved. There is no additional cost with regard to the provision of this support.

13. Remedi RJ practitioners receive training based upon RJC best practice guidance as we are an approved training provider for the RJC and have achieved the Restorative Services Quality Mark. The training focuses on embedding a restorative mindset to enable practitioners to assess suitability and willingness, explain what RJ is and how it can be accessed, identify underlying issues and needs for each participant, risk assess both emotionally and physically throughout the process, prepare participants for the process and evaluate (pre and post questionnaires).

Beyond this initial training Remedi have an internal training calendar which is utilised as part of each individual's ongoing development- this training includes- safeguarding and child protection, advanced risk management, restorative skills in serious and complex cases, managing emotions and restorative management skills.

Remedi staff will receive regular case supervision from the Coordinator along with formal supervision and an annual appraisal in line with our Supervision and Appraisal Policy. Formal supervision will include observation of practice, review of case files, performance review and identification of training needs. We adopt a Restorative approach to supervision and appraisal which encourages the practitioner and coordinator to self reflect on what has been

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happening, how they each think and feel about this and what both parties need moving forward. Performance issues should be addressed efficiently and effectively during this process, but where it is unresolved via ongoing support and training, Remedi will follow our disciplinary procedure.

Restorative Practitioners will also attend monthly team meetings to share knowledge, best practice and review performance as a team, discuss relevant policy/legislation changes, which may impact upon the role, debate practical queries/concerns regarding the project and discuss training requirements to identify priority needs for continuous personal development.

Remedi volunteers will be expected to attend quarterly group meetings and bi-annually 1:1 supervision with the Remedi Coordinator. As identified above, the group meetings and supervisions will take similar formats. In addition to this volunteers can request case supervision as and when required depending on caseload.

14. Remedi currently hold the RJ Quality Mark- please see RJC website for confirmation of this- a copy of our certificate can be made available on request.

15. If successful Remedi will establish a local office base of operations on the outskirts of Nottingham city. This location has been identified in preparation for this bid. All staffing/IT system/human resource/data management etc support is established via our HQ in Sheffield and is primed in order to establish all required systems/procedures within the local office within the timeframe dictated by the contract.

16. EQUALITIES IMPACT ASSESSMENT

Remedi actively collate equal opportunities data for all employees and service users. These are then recorded on a database which in turn is utilised by senior management when implementing any new policy within the organisation and any change to practice. Please see 'Equal Opportunities form' attached as a separate document to this return

17. (Instructed not to answer- answer above)

18. We can confirm our agreement to comply with the independent scrutiny agreement

19. All clients being supported by Remedi are given relevant written information for them to make a complaint should the service Remedi

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provides is not up to the standards they are expecting. This includes contact details of the Remedi Head office and whom to make the complaint to i.e the company Director. Should a client not be satisfied with this and they fall into the category of being a victim of crime they will be advised to consult the Victims code of practice, so they can contact the Parliamentary Ombudsman. Remedi's complaint procedure is also published on the company website.

Please see a copy of our full complaints procedure below:

20. FINANCIAL TABLE:

Costing Breakdown for Period 1st February 2015 to 31st March 2015

Area of Expenditure	Detail	Cost
Recruitment costs		
Training Costs		
Accommodation Costs		
IT Costs		
Staffing		
Expenses		
Management Costs		
TOTAL		

Area of Expenditure	Detail	Cost
Staffing Costs		
Accommodation Costs		
Expenses		
IT Costs		
Literature/Promo Materials		
Management Cost		
TOTAL		

In the following year 2016-2017 a minimum of 5% reduction in costs will be realised. This will be achieved by actioning the following-

- * IT Costs will not be required to the same level of initial investment.
- * During year 1 sufficient support and training will have been provided to enable Remedi to reduce the level of management cost required
- * Expenses costs will be reduced via the increased 'targeting' of services and due to the fact that there will be an increasingly reduced need to promote the service proactively across the county.
- * In addition Remedi will reduce the level of required funding from the OPCC by securing alternative sources of funding to compliment the service (grant

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making bodies available to us as a charity) using the evidence base established in the year 2015/16 .

* Remedi will also work collaboratively with the Reducing Reoffending Partnership with regard to potential cost savings given their responsibilities regarding RJ provision in CRC applicable cases.

21. Please see attached VOLUNTEER MANAGEMENT POLICY



Appendix A

Provide details of how you propose to achieve the Commissioner's Vision and Objectives for Restorative Justice?

To meet the Commissioner's vision and objectives for RJ across Nottinghamshire Remedi will draw upon our 17 years of experience of partnership working to form close working relationships with all agencies working in the criminal justice arena across Nottinghamshire. We will ensure victims are offered access to a quality RJ service with a seamless signposting service to other agencies for additional support where required, aiming to make Nottinghamshire a complete restorative County. To achieve this Remedi will form partnerships with; Victim support services, National Probation Service (NPS) and Community Rehabilitation Company (CRC), the Courts, local Prisons, PCC office, both Youth Offending Services in the County and City, Local authorities, Police, Education, Health Services, all other RJ organisations and any other agencies offering additional support for victims.

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Sources of referral:

There will be 2 primary sources of referral initially. It is envisaged that these referral routes will broaden as the project develops to include direct victim self referrals for example.

Referral route 1: Remedi will liaise with the NPS court teams in the county in order to receive court outcome reports for all adult offenders. The details of offences with an identifiable victim will be communicated via secure email to our administrator. Our administrator will then access relevant Police systems to identify the victim/s in the case (This aspect of the process will necessitate vetting of the admin and an information sharing protocol with Nottinghamshire Police- we have successfully negotiated these protocols with South Yorkshire Police, Humberside Police and North Yorkshire Police and do not envisage a difficulty). Contact will then be made with the victim/s to proactively offer the opportunity to engage with a restorative intervention. Please see the diagram below indicating the process map for this 'post court' Victim Initiated model.

Referral route 2: Direct referral into the project from victim services personnel (staff and volunteers) working directly with victims- regardless of the stage of the criminal justice system they are at. This would include 'historic' cases for example.

Remedi will utilise the experience of its current manager who has been overseeing RJ in the youth arena in Nottinghamshire for over 7 years and has built an excellent knowledge of the County- understanding the diverse demographic needs of the urban areas in comparison to the expansive rural areas and the different support services on offer for victims across the County. To support the Manager a full time co-ordinator will quality assure that all victims are supported in line with the Victims Code of Practice and the MoJ National Standards, together with 3 full time RJ practitioners (RJP) who will work alongside the two existing 'Rebuild' RJ practitioners Tupe'd across to Remedi. One F/T administrator will support the team and identify contact details for victims via Nottinghamshire police (subject to vetting and information sharing protocol). The admin worker will allocate referrals to the RJP's, receive reports and ensure all secure data bases and victim tracker sheets are updated. A minimum of forty volunteers will be recruited and RJ trained to the required standards to undertake the majority of the in-direct and less complicated work and to facilitate RJ on low tier cases, as well as to support the full time RJP's where required.

Remedi will form close working relationships with Victim Support (or the organisation that is successful in the tendering process to undertake this work). All victim support personnel will be trained to promote the availability of restorative justice to all victims they are working with and to fully understand the referral route into the service. In order to facilitate a coordinated service Remedi will work in partnership with; Nottinghamshire Police, Probation Service, CRC, Youth Offending Teams from the City and County, Local Authorities, Notts PCC, Courts, Prisons both private and HMP, schools and other RJ organisations across the entire County.

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Remedi working with its partners will form a Restorative 'Hub' to ensure quality is maintained and to address any gaps in RJ provision. We would envisage that the 'hub' would involve all principle partners named above and active local RJ providers. All RJ work in the county would subsequently be overseen by a Restorative Strategy group, chaired by Remedi and with representation, as a minimum, from OPCC, Nottinghamshire Police and victim services. Please see the diagram below indicating the structure of the restorative 'hub'.

Remedi's 17 years of experience delivering restorative interventions with an average 75% victim involvement rate in the youth criminal justice arena (14 Youth Offending Teams) and 50% victim involvement rate in our adult criminal justice work gives us confidence that the majority of victims are in reality not reluctant to the concept of RJ.

Remedi has managed to achieve such a high uptake of victims participating in RJ by; being open and honest with victims, offering an enhanced service to all vulnerable victims (as defined by the Victim Code of Practice), understanding that RJ cannot be used in isolation when supporting victims, to sign post to other agencies for additional and specialised help for any diverse needs or underlying issues, putting victims at the forefront of the decision making process, listening to the needs of the victims as well as acting on their comments from their evaluations, helping them find their own solutions, exploring any underlying issues, including emotions, ensuring the safety of all clients, undertaking robust risk assessments, taking into consideration both practical and emotional risks and protecting all information in the strictest of confidence. Remedi's reputation has been built on the ability to support victims, to explore their issues, delivering quality work, reducing the chances of the victims being re-victimised, but more importantly by understanding the importance of honesty and openness when supporting victims.

There are however key factors that are of paramount importance in order to achieve Remedi's high level of participation. The most vital factor is the method of initial contact and the content/style of the explanation of RJ and the options for involvement given to victims. Too frequently RJ providers fail to truly respect victims by not offering the opportunity to make a fully informed decision regarding involvement. Equally the window of opportunity for involvement is too frequently only offered once to victims. Remedi will proactively address these issues to ensure the RJ offer in Nottinghamshire constitutes best practice.

Our practitioners do not set out to 'convince' but rather to explain, to give examples and to support victims in reaching their own conclusions. If delivered effectively we know that this approach elicits comparably high levels of involvement. Secondly it is vital that the potential benefits of involvement are explained to the victim in a clear and service user friendly manner. Too frequently the benefits to the 'other party', the offender or wrongdoer are explained first to victims of crime- our experience evidences that this is significantly off putting to many victims. As practitioners, clearly, we know that there are significant benefits to all sides concerned in a restorative

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intervention- when initially explaining the process however it is vital that the practitioner leads with specific exploration of potential benefit to the individual/s concerned.

Our strategy for raising the profile of RJ and the Commissioner's vision for RJ in Nottinghamshire would be to-

- Recognise and celebrate Restorative Justice success in the local area- rates of involvement, levels of victim satisfaction (99% currently across our entire service, youth and adult) - impacts on re-offending and recidivism etc
- Recognise that the best possible 'advert' for RJ is RJ and that people more commonly empathise and engage with real cases/real stories than anything else. There is common, and perhaps understandable, scepticism from the wider public when positive messages are only relayed by professionals (albeit passionate and heartfelt) with a perceived vested interest in what they are 'selling'.
- Taking the above two factors into consideration- take a proactive approach to the communication of RJ in the public arena- via a developed media strategy and local promotional campaign. Achieved by:
 - Seeking participant consent to share their experience (anonymised if desired) with local/national press
 - Seek permission from participants to approach them post involvement to potentially engage with the media- local/national print and/or TV media.
 - Make approaches to the media on a consistent and regular basis with press releases highlighting real case examples.
 - Develop a local community restorative newsletter which is free, delivered on a rotated ward by ward basis. Whilst there is clearly a cost involved in doing this these costs can be minimised by taking a restorative approach to the newsletter itself. The newsletter itself could be written and produced, with support, by youth offenders undertaking unpaid work/community reparation and subsequently delivered to X number of streets as part of subsequent reparation activity.

Within the first year of the project Remedi will liaise with all partners to ensure an effective/best practice model for 'pre sentence' RJ is established.

This process is explained in more detail later in this document.

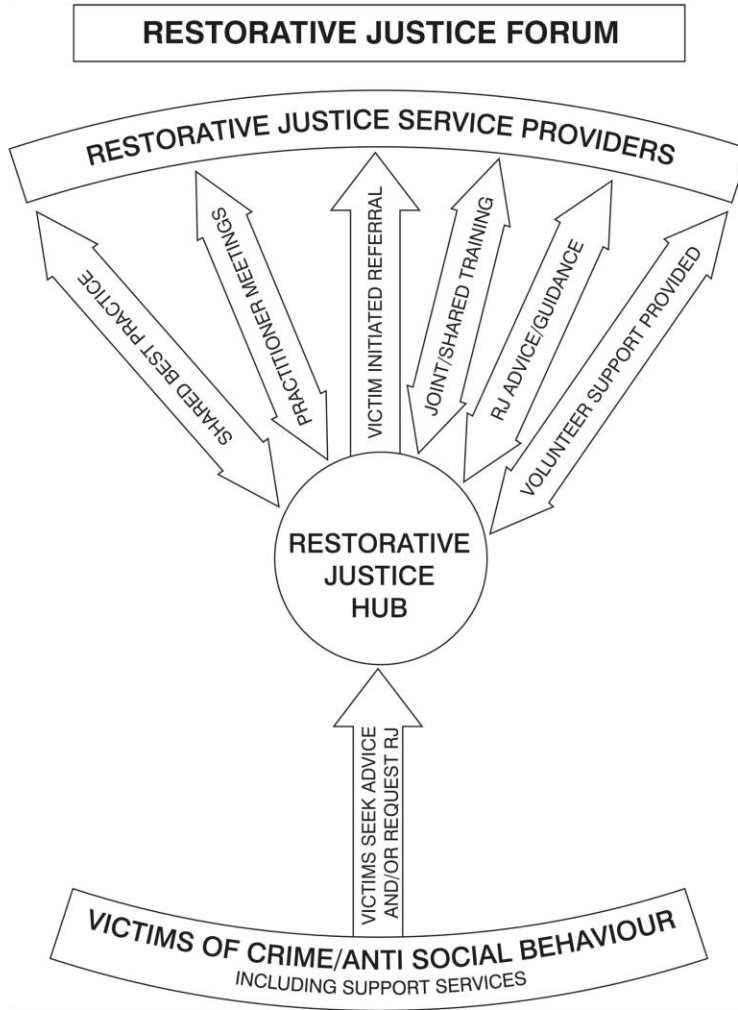
In all instances Remedi would work collaboratively with the OPCC in order to ensure the communications strategy was agreed and achieved maximum benefit from the perspective of community/public confidence.

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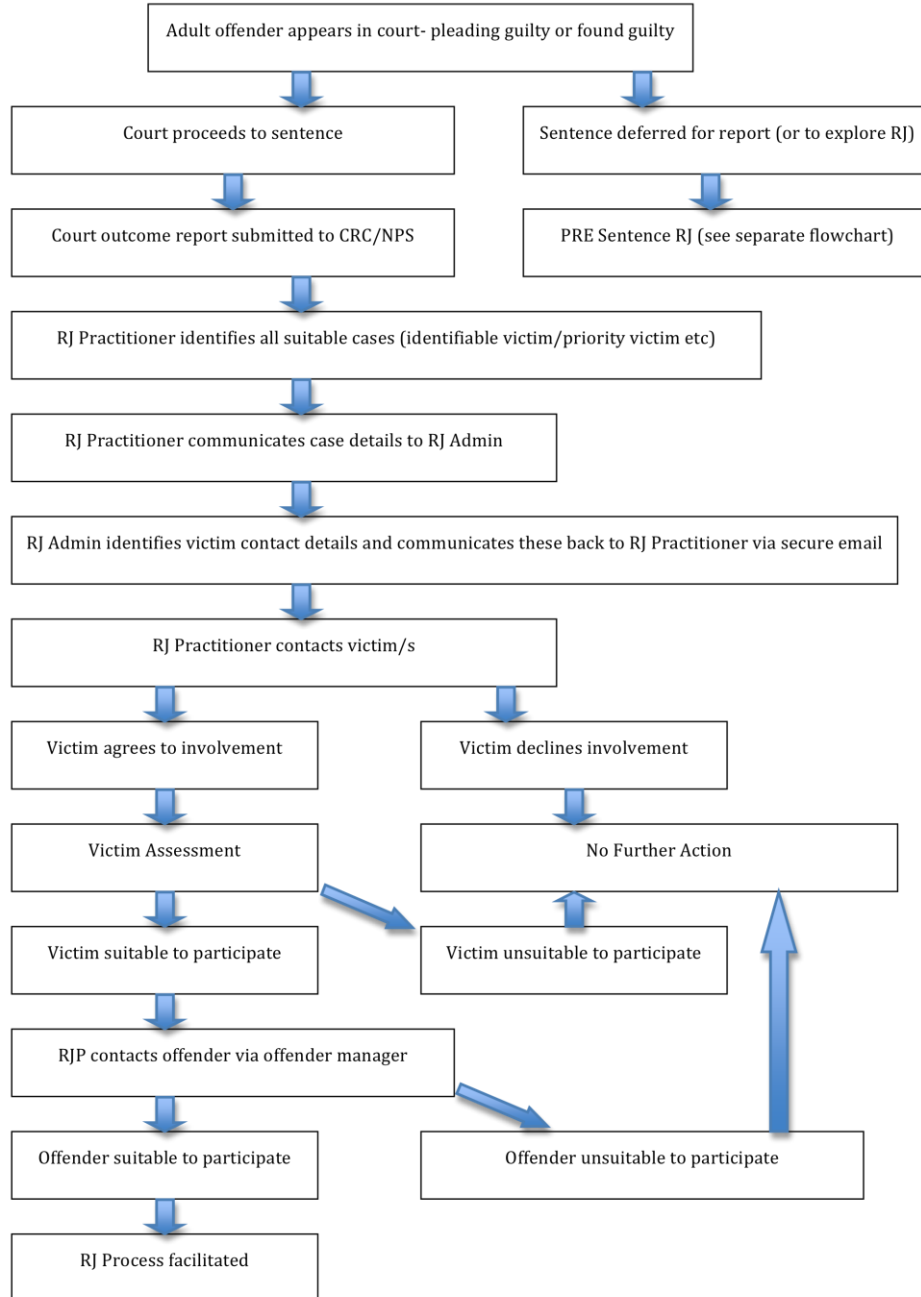
**Appendix A: Restorative HUB
Diagram**



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Appendix A: POST COURT RJ MODEL

POST COURT RJ PROCESS- VICTIM INITIATED



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Appendix B

Provide details of how you propose to engage with the Nottinghamshire Integrated Victim Support Service to ensure delivery of a joined up service?

Remedi recognises that the relationship between itself and Victim Support services will be vital and as such a close working partnership will need to be formed to be able to offer all victims of crime across Nottinghamshire and the City a; reliable open, quality and holistic victim centred service.

If successful in this tendering bid, we will make contact with the organisation that has become the lead agency for victim services as soon as possible.

Remedi management will meet with this agency and look at the best way of supporting each other's PCC contracts but more importantly how best we can support each other to give the victims across the county a quality victim centred service. Whilst we have a clear vision for how to effectively deliver a best practice model for the delivery of RJ in the county we are also open to negotiation and discussion and have a proven track record of genuine partnership working over the last 17 years.

Remedi would work in partnership with the PCC's office, Nottinghamshire Police and VS to develop an efficient and effective referral process to RJ with initial focus being placed on 'post' court cases and developing the 'pre' sentence model within the first year. The reason for taking this staged approach is due to the fact the preparation of a pre sentence RJ strategy requires sensitive and open dialogue with all agencies/bodies involved in order to ensure transparency, understanding and confidence. Remedi would liaise with victim services, magistrates and Crown courts and the NPS court teams in order to develop this model. Failure to do so in a structured manner may potentially result in significant risk of re-victimisation. Please see the process map below for how the 'pre sentence' RJ model may be developed.

In order to ensure a joined up service with the integrated victim support service Remedi would-

- Meet with RJ leads for PCC's office, Notts Police and VS to develop an information sharing protocol in order to access victim's details. This would either build on existing protocols regarding the sharing of data with VS or would establish the ability for the Remedi administrator to access this data. In order to offer a best practice model of service to victims we have identified that the most effective manner of contact is via a fully trained restorative practitioner who is able to agree, there and then, a mutually agreeable time to undertake a home visit to the victim. For that reason our preferred method of initial contact with victims would be our administrator. Should that for any reason not be possible we would work collaboratively with VS and Nottinghamshire Police in identifying an alternative model. That model would most likely involve training a VS worker to undertake initial contacts with victims to secure consent for their details to be passed to Remedi.

- Provide training workshops to all VS personnel- staff and volunteers to build awareness and understanding of the restorative process. This training would equip all VS personnel with the skills to explore RJ with victims and to refer

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into the RJ project. Should the victim wish to maintain the support of the VS worker/volunteer through the RJ process Remedi will accommodate that request and wherever appropriate- co facilitate the restorative intervention.

- Work with VS and the OPCC to establish a RJ strategy group with all relevant partners and develop a strategic delivery plan for RJ across Nottingham and the Shire. Remedi view the integrated victim service as an integral part of that strategy group.

- Undertake awareness briefings with other relevant agencies and to explain referral process

- Work with VS and other key agencies to develop a communications strategy for RJ to raise public awareness of RJ and to enable victims of crime to self-refer for Restorative Support.

- Establish a referral process which ensures that, post involvement with a restorative process, the victim/s can be signposted or referred directly into a range of other support mechanisms provided by the integrated victim support service.

- Undertake regular review meetings in order to ensure transparency and quality of service provision.

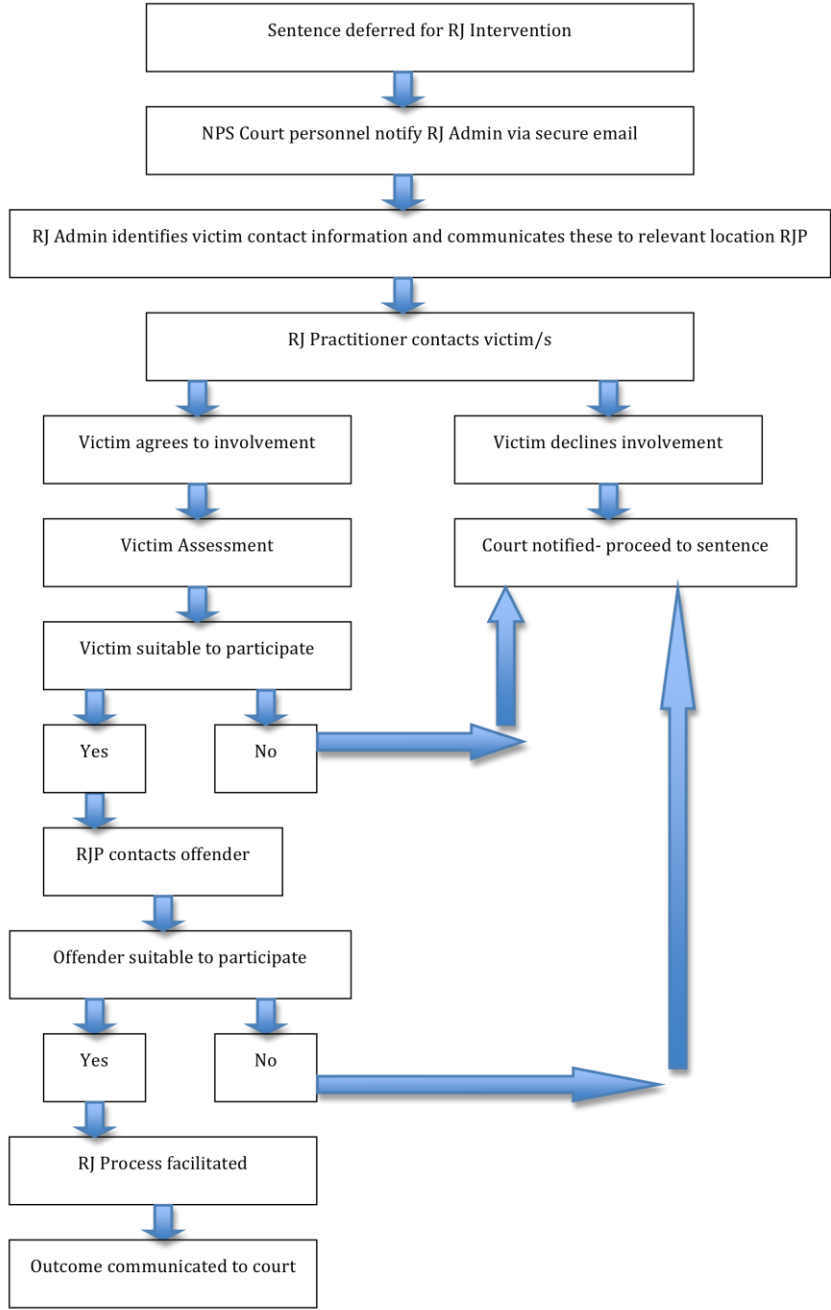
Please see the process map below 'Remedi/Integrated Victim Services Protocol' which indicates how the two services 'join up' using an example case.

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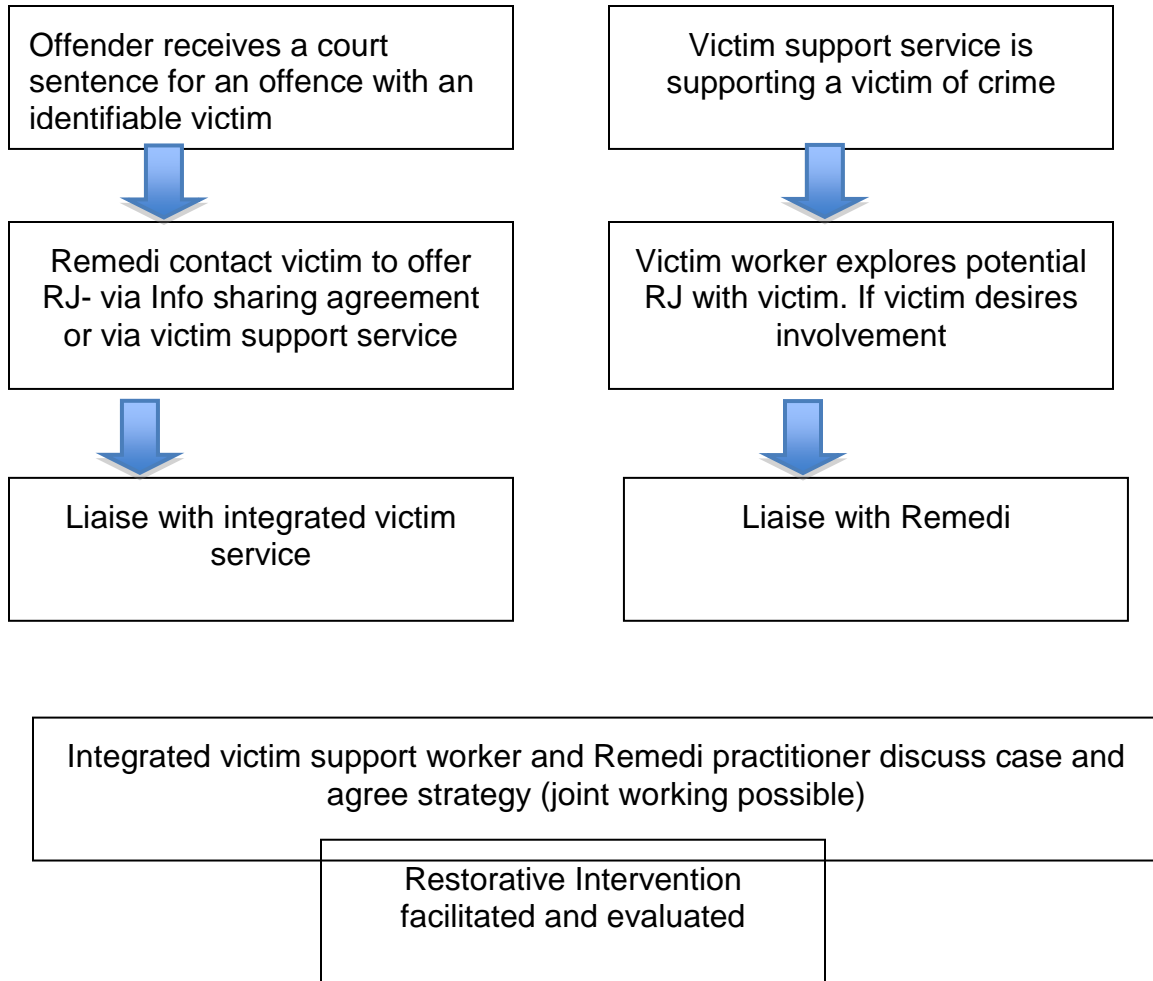
Appendix B: Potential 'Pre Sentence' RJ Model

POST COURT- PRE SENTENCE RJ PROCESS- VICTIM INITIATED



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Appendix B: Remedi/Integrated Victim Services Protocol



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Appendix C

How will you ensure that you are aware of those victims eligible for/engaged in the National Probation Service's Contact Scheme?

Remedi has been working in partnership with the victims unit at Nottingham Probation Service since 2008 undertaking Restorative Justice for the victims of young people who are sentenced to 12 Months or more to custody and with the Probation Victim Contact Unit in South Yorkshire since 1996- Remedi will build on this current partnership working to extend it to all adult cases that may require RJ support in Nottinghamshire. Remedi will also build on the partnership between the Nottinghamshire Rebuild project and the Probation Service to establish an improved and more effective partnership working. The Nottinghamshire Rebuild project currently supports victims of adult crimes and has an agreement with the Probation Service to undertake a limited number of their cases that are deemed appropriate for RJ support; Remedi through meetings and negotiations with the Probation service as well as the new CRC will look to build on this and improve the service, to allow for a greater number of referrals to be made for Restorative Support. In order to ensure a collaborative approach and to ensure that all victims receive the opportunity to engage with a restorative process Remedi will-

- Meet with the management of NPS and the Probation Victim contact unit in order to promote the availability of the service and to agree the process model.
- Given the model of provision we are proposing ie receiving court outcome reports we would be aware of all new cases falling under the remit of the NPS victim contact scheme. In all instances for cases falling under this remit our first point of contact will be the victim contact unit. This will take place prior to any victim contact in order to ensure professional courtesy and to ascertain if contact has already been made with the victim/s in these cases. A strategy regarding the approach in each individual case will then be agreed. This may include the NPS victim worker introducing the possibility of RJ, Remedi undertaking this offer or a joint approach.
- Careful negotiation will be undertaken with the NPS to ensure that all victims are presented with the opportunity to make an informed choice regarding involvement.
- For current 'live' cases (offender currently serving a sentence/approaching release from a 12 month plus custodial sentence)- Remedi will establish a protocol with the Probation victim contact unit which will include- training for all personnel (where required) regarding restorative justice awareness and referral routes into the project. By doing so victims of cases where the offender is currently serving a

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sentence are also offered the opportunity to engage with RJ and are not excluded simply as a result of the date in which they were victimised. This offer of potential involvement will be give particular emphasis for those cases where the offender is approaching release from custody- we have found historically that victims frequently wish to engage with RJ in order to have communication with the offender prior to them potentially having 'chance' meetings post release. This can add significantly to a victims sense of both involvement and security.

Remedi are currently working with the Ministry of Justice and National Probation Service in developing a national strategy for adult RJ services within NPS and CRC and will utilise these links in working both collaboratively and in accordance with nationally developing strategies to ensure local compliance in Nottinghamshire. Again Remedi have a long history of working closely with NPS and have a clear understanding and respect for the particular nuances and requirements of the adult criminal justice system.

Remedi will work closely and collaboratively with the NPS court teams in developing the pre sentence RJ model as outlined previously in this document given their integral role in that process.

Word count 618

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Appendix D

How will you ensure that all services provided under this specification are delivered and victim-centred?

Remedi practitioners are trained to assess victim's needs by utilising a skill called Restorative Enquiry. It's important for victims to feel at ease to communicate their thoughts and feelings regarding the offence and to feel empowered to say what they need/want to aid their ability to cope and recover from the offence. Remedi practitioners will assess victim's needs prior to explaining the detail of RJ as this enables the victim to first establish how RJ may benefit them. It also provides space for the victim to really consider their thoughts and feelings regarding the offence, the offender and what they might want to say/ask to help them move forward without having to consider whether they are comfortable doing this face to face. Remedi practitioners are clear what the victim wants from the process, we then go on to explain about direct or 'face to face' interventions/conferencing and how this can meet the needs 'they' have identified. We will explore fears and concerns regarding pursuing this approach prior to explaining other forms of RJ available. If at this stage the victim does not wish to pursue a direct process or its assessed to be unsafe we will explore a range of opportunities for the victim to communicate indirectly with the offender. Ultimately, if the victim feels they have been listened to and their thoughts/feelings have been considered in identifying the appropriate RJ service, we are confident based on our past experience and evaluations of service that this will lead to high levels of both engagement and satisfaction.

Remedi will improve the referral pathways for victims of crime to ensure the availability of RJ by establishing a multi-agency referral network which is clearly understood and utilised by all relevant professionals. The fundamental driving principle of this policy will be that- in order to ensure consistency of offer to victims then mechanisms must be in place with all front line agencies involved with victims regardless of the stage of the criminal justice system they find themselves at. The primary delivery mechanism for establishing this standard will be the restorative strategy group and restorative 'hub'. To achieve that standard therefore Remedi will-

- Build on the existing work undertaken directly by Nottinghamshire Police where restorative approaches are undertaken for low level offences within the community- where refresher training is required regarding the provision of RJ at this level Remedi will work collaboratively with the Police in delivering this training either formally or via shift briefing sessions.
- For all offences where the attending officer believes a restorative intervention is suitable and which the victim/s have expressed a desire

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to pursue BUT which s/he feels is more complex/more sensitive/warrants more in depth assessment and preparation- Remedi will establish a referral system to enable that officer to access external restorative justice practitioners (Provided in the first instance and short term by Remedi and subsequently identified via the Restorative hub)

- Work collaboratively with Victim Support services. This will take the form of training ALL Victim support personnel with restorative awareness skills in order to raise the issues and availability of a restorative intervention for all victims they are supporting regardless of the stage of the criminal justice system where that support is being provided. All victim support personnel will be trained to explain potential involvement in RJ, explore potential interest and subsequently, for all victims expressing an interest to make referral into the project for trained RJ personnel to undertake a home visit with the victim/s.
- Establish a procedure with the witness care unit- via training provided to all personnel to proactively explain the availability of restorative justice support services to all victims they contact.
- Establish the model of dedicated restorative personnel (Remedi) who will undertake the proactive contact of victims of crime for all cases post court. This contact will be undertaken collaboratively via an agreed information sharing process established between; Nottinghamshire Police, Victim Support and Remedi.
- Support the Probation Victim Contact Unit (via the provision of training and/or access to trained personnel) to offer restorative justice to victims falling within their remit of support (ie 12 month plus custodial sentenced offences which involve violence and/or are aggravated)

Post the development of the restorative hub Remedi would work collaboratively with Nottinghamshire Police, NOPCC, Victim Support, the Probation Service /CRC, YOT's and identified community groups in developing a media strategy to promote the awareness of the restorative hub to enable direct/self-referral from victims of crime. Establishing the hub as a truly victim focused model of delivery.

Remedi would maximise the potential of existing RJ practitioners, by - Working with all agencies to identify all training needs and ensuring all practitioners receive this training within the next 12 months (As stated previously Remedi are willing to work collaboratively with existing training providers where required and/or to deliver training as part of this contract.

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Training needs will be reviewed beyond basic RJ practitioner facilitation training and will look to develop the pool of practitioners across all agencies trained to deliver serious and complex RJ cases and will include 'restorative management' training for key partner agency leads.

Potential will also be maximised by ensuring the wider collaborative style of working as identified previously- the hub will ensure inter-agency working, sharing of resources and the opportunity for lesser experienced practitioners to work alongside more seasoned practitioners.

Remedi will ensure that from the initial development of service provision and the foundation of the Restorative Hub, that clear focus is given to a fundamentally simple truth- to ensure access to RJ for ALL and to ensure the service being provided is truly victim centred, involving ALL agencies with direct access to victims and ensure the consistency and quality of how the process is explained and explored.

Over 17 years of practice Remedi have consistently tracked a victim satisfaction rate of 99%.

Word count 971

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Appendix E

Provide details of how you will negotiate and work with other RJ providers in Nottinghamshire to establish a city and county wide integrated restorative justice service?

Remedi will make RJ service provision more co-ordinated across Nottinghamshire by -

Providing a Restorative Services manager who's primary responsibility will be to work collaboratively with all existing agencies working with victims in the youth and adult arenas, formulating a Restorative strategy group to support the development of an agreed/shared 'Restorative Nottinghamshire' vision and subsequently take lead responsibility for establishing a restorative hub. (Please see previous diagram)

Remedi will support a strategy group in developing its membership to ensure the inclusion ultimately of- Police, Courts, Victim Support, Probation, CRC, Youth Offending management, Neighbourhood Justice bodies, Local Justice Board, Prisons, PCC office, local authority leads etc and identified voluntary sector service providers.

The strategy group will be fully consulted regarding the formation of a Restorative Hub and would play an integral part in initially agreeing the administrative procedures and remit of the hub. The forum would be an ongoing process and hold oversight of all restorative work in the region. Remedi will provide training to enable coordination and consistency of service provision. Remedi recognises the existence of long standing training providers within key partnership organisation and we are willing to work collaboratively with these providers in order to maximise capacity.

The Restorative Hub will be to-

Co-ordinate Restorative practice across the region led by a dedicated restorative manager, supported by; trained RJ practitioners, and volunteers, staffed by Remedi.

Act as a single point of contact for all agencies (statutory and none statutory) undertaking restorative practice.

Share practice and experience and encourage uniformed approaches.

Provide a support network between all restorative practitioners to share experience and practice development.

Provide advice and guidance in order to develop and maintain best practice.

Act as a conduit into the services of RJ forum members.

Facilitate restorative interventions for victims where there is a gap in provisions.

Be promoted as a 'one stop shop' for restorative justice - working collaboratively with the Victim Services.

To work in an inclusive and genuine partnership manner ensuring that all existing RJ providers are utilised. Remedi will also work collaboratively with all partners in identifying/sourcing/funding in order to expand and/or continue service provision. Remedi will utilise the services of our contracted fund raising

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consultant who will proactively seek funding opportunities. (NOTE: retaining voluntary sector involvement as an integral part of the hub will assist this greatly in that potential future funding opportunities open to the voluntary/charity sector).

The hub will develop into a more administrative role simply as a conduit for information and referrals and could be facilitated at minimal cost. The role of the hub could easily be facilitated within the context of a single integrated victim service as envisioned in Nottinghamshire- the key to effectively achieving this would be to ensure full collocation and integrated working practices within that centre between all agencies. The long standing multi agency model of youth offending teams would be an accurate analogy of how the integrated victim service could be formulated with statutory and none statutory bodies working collaboratively on a needs and risk assessment led basis.

Word count 503

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Appendix F

How will you ensure the safe-guarding of the victims?

All work undertaken by Remedi practitioners is risk assessed throughout all stages by completing a detailed risk assessment for all clients; victims, offenders plus any other person who may become involved in the restorative process. This will highlight issues regarding potential emotional and/or physical risk factors and allow for control measures to put in place to reduce these risks. Remedi's risk assessment tool is a living document that is updated when new/additional information is received, including information regarding any underlying issues that may impact on a successful outcome.

Remedi also undertakes a robust needs assessment with both parties to identify a baseline across 8 categories of need; this may also highlight specific risks and allows for measures to be put in place to reduce. This will enable the practitioners to identify individual needs in relation to;

- Mental and physical health,
- Shelter and accommodation,
- Family friends and children,
- Education skills and employment,
- Drugs and alcohol,
- Finance and benefits,
- Outlook and attitudes
- Social interaction.

In addition, Remedi will assess feelings of safety, wellbeing, quality of life and confidence in accessing support. This will enable practitioners to identify if any existing support is in place.

Remedi will build on its directory of local service providers for practitioners to Signpost for additional support. If it's assessed that other support needs should take priority over the RJ process, i.e. where the victim becomes homeless for example, the process will be delayed to take this into account.

All clients are provided with a service user's agreement at the initial stage which highlights the service they can expect, this includes; the voluntary process, dealing with their personal/confidential information, RJ process, safety and how to complain if the service fails to meet their expectations.

Remedi is committed to protecting the welfare and safety all clients as they participate in our services and/or activities.

All staff are recruited through a clear procedure which includes application and interview, references, identity check, enhanced DBS disclosure, induction, training and a probationary period.

Remedi have an Adult Safeguarding Vulnerable People policy, which is updated annually. All staff receive internal Safeguarding training on an annual basis and also access local authority procedural training in the areas in which they are operational to ensure they fully understand the local processes.

Remedi staff/volunteers receive clear guidance on the escalation process in the event of becoming aware of a safeguarding concern. Service users receive information at the start of the session regarding confidentiality and the boundaries surrounding this. Therefore in the first instance the staff

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member/volunteer will remind the service user of this if they are about to make a disclosure. Staff/volunteers are trained to listen and respond calmly without asking leading questions. Service users will be informed of our duty to pass this on to the relevant person and practitioners and will record a factual report of what the person said to them.

Word count 485

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Appendix G

Provide a copy of the proposed victim and offender agreements that confirm their understanding and agreement to participate in RJ activity



Service User Agreement

Remedi aim to provide all service users with a high quality service. In order to achieve that standard it is important from the outset to establish and agree certain principles and standards. These are summarised below. Your Remedi worker will explain each of these to you in more detail and seek your agreement.

- We will treat you with respect at all times and aim to meet your particular needs.
- We will give you clear information about what our service can offer you and respect your choice regarding any level of involvement.
- We will treat you fairly.
- We will not 'take sides' with regard to any restorative process or mediation you are involved with.
- We will do everything we can to help you feel safe during your involvement with any Remedi service.
- We will ask your permission before we pass on any information we hold about you to a professional body- except if we believe that withholding information would result in someone suffering harm or if we are required to by law. We will tell you if we do this and you have the right to ask to see any information we hold about you.
- We will ask your permission before we pass any information- verbally or written- to ANY other person involved in a restorative or mediation process. You will be asked, at all stages of the process, if there is any information you specifically wish to remain confidential and which you wish to be shared with the other party.
- We will respect your decision to withdraw from any of our services at any point of your involvement.
- Remedi are frequently asked by the print and television media to identify examples of our work and service users who may wish to discuss their experiences. In ALL instances we will discuss this with you to ascertain if you are interested in any form of media involvement. Your views regarding this will be fully respected and no information will be passed to the media without your expressed and written permission.
- Your personal information will be kept for a period of 12 months after the case has closed. After 12 months your personal information will be

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destroyed. The remaining data will be anonymised and kept for monitoring and evaluation purposes.

- If you are unhappy with the service you receive and wish to make a complaint please write to the Director or Chair of the Management Committee at- Remedi, The Circle, Rockingham Lane, Sheffield, S1 4FW

Date:.....

Service User Signature:

Remedi Signature:

.....

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Appendix H

Provide a copy of the assessment that will be undertaken to determine if RJ is suitable and what form of RJ activity would be effective

Remedi undertake a 'Restorative Justice Risk Assessment' for Offenders and for Victims and 'Pre and Post' Assessment of Impact/Satisfaction with RJ for all Victims. Please find copies of these below:

Offender RISK ASSESSMENT:



Restorative Justice Assessment

Offender

Ref number

DOB

Restorative Justice Intervention.....

1 Brief description of the offence from the offender's perspective

What happened?

When did it happen?

What led up to it?

Where did it happen?

Who was involved in the offence?

Is this an isolated event or linked to previous disputes/conflicts?

2 What is the previous/current relationship with the victim and does this cause any concern?

**Is there any relationship at all? I.e. are they neighbours, strangers, related?
Had they been friends prior to this offence?**

Has there been previous conflict?

Have there been further incidents since?

Have the two parties seen each other since the offence and did they communicate?

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3 Acceptance of responsibility for the offence

Does the offender recognise that there is a victim or that there has been an adverse effect on the community?

Does the offender take responsibility for the offence in its entirety? Is there a tendency to put the blame upon someone else, i.e. peers, family, the victim?

Does the offender use neutralisations? I.e. I only did it because he looked at me funny, it was the drugs, if you had been me....

Does the offender recognise the full potential impact upon the victim, both emotionally and practically?

4 Remorse for the offence and/or its consequences

Does the offender empathise with the victim or display any regret about what has been done?

Does the offender know/ have an understanding of the consequences for the victim/community?

Would the offender like to say sorry or explain their actions to the victim?

5 Current attitude towards the victim (Include any difficulties that may arise should the two parties meet)

How did they feel towards the victim at the time of the offence?

How do they feel now?

What has changed?

What has influenced these feelings?

Difficulties that may arise might include:

- The sharing of new information
- Different perspectives of what happened

6 With regard to section 5 is the offender able to express their emotions/feelings appropriately?

Link to Assessment Preparation tool and how the individual responded to the prep

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undertaken in regard to potential intense emotions, i.e. How would you feel if the victim disagreed with your version of events?

If the individual is likely to become angry/upset, how will this be expressed?

Is there anything else going on in the offender's life which may have an impact on how they express their emotions, i.e. stress, depression, alcohol/drug use etc?

7 Does the offender have suitable support i.e. family/friends/prison staff

Anyone to talk to? State who will be supporting the individual i.e. if in the community family/friends/probation officer or if in prison does the offender have an offender supervisor/close friend/chaplain to seek support from?

If the individual does not have suitable support, what has been done to address this?

Think about the cycle of recovery - may not realise how the process will make them feel before, during and after and particularly with prison cases the individual will be returning to his cell post mediation. What support has been put in place by the individual or the mediator?

Has the individual stated that they don't need any support, if so state this with reasons why

8 Are there any diversity needs that need to be addressed? I.e. language/accessibility/physical/mental

Need interpreter/translator or hearing loop?

Is the venue wheelchair accessible?

Any mental health needs/learning difficulties - does the individual have dyslexia, ADHD, Autism?

Physical health needs - i.e. if an individual has asthma, do they have their inhaler?

Recently had an operation/suffered a serious health scare?

Single parents and childcare

Work commitments

Religious/cultural needs

If there are no diverse needs that need to be addressed - state that the individual has stated that they do not have any diverse needs to be addressed.

9 Offenders expectations of what the process will achieve

What is the offender hoping to get out of the process? i.e. Forgiveness, an

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opportunity to ask questions, chance to apologise, closure etc?

What are the offenders expectations regarding confidentiality i.e. has the individual stated that they will only take part in the mediation itself providing the victim does not disclose details of the meeting to other parties/media agencies pre and post mediation.

Also include in this section any questions the individual may wish to ask?

10 Is this realistic in your opinion?

Link this to the prep work you will have undertaken, i.e. the fact that you have explained that the other person may not forgive, may not want an apology, and note here how the individual responded to this possibility.

Does the individual understand and accept that although remedial work confidentially we cannot guarantee that the victim will not disclose information to other parties?

11 Does the offender's attitude/behaviour cause concern?

Use this space as an opportunity to record 'gut feelings' - it may be that the individual is saying everything you want to hear, but a 'look' on their face may say something different.

Record any specific comments made which evidence your concern

12 Do any of the above answers prevent a potential face to face meeting with the victim(s) of the offence(s)?

Use this section to summarise the key points which have been pulled out in the previous questions.

Also use this space as an opportunity to record 'gut feelings' – it may be that the individual is saying everything you want to hear, but a 'look' on their face may say something different. Record any specific comments made which evidence your concern.

If you feel at this stage that it is not the right time or that indirect work needs to be undertaken beforehand, record your reasons for this and the plan for the future.

Make a note of the preparation work you have undertaken to address any concerns you may have had about the face to face meeting and state how any identified risks will be managed.

13 Direct process practical arrangements

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State when, where and at what time the meeting will take place

If in the community will the individual need to be taken to the venue and have the necessary arrangements been made for this to happen?

RJP 1 Signature: _____ Date: _____

Name: _____ (Please print)

Manager Signature: _____ Date: _____

Name: _____ (Please print)

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Victim RISK ASSESSMENT- (With guidance notes included to indicate what is involved in each question)



Restorative Justice Assessment Victim

1 Brief description of the offence from the victim's perspective

2 The impact/effect for the victim-(financial loss/health etc)

(Ask the question - how did you feel at the time of the offence and how do you feel now?)

Emotional/practical implications - impact on sleeping/eating/relationships/ time off work?

Physical - impact on health - physical injuries, contributed to current health condition? Has medical treatment been sought?

Financial - due to loss from items being stolen or having time off work

What is the impact upon friends/family members - focus specifically on any impact upon children in the house

3 What is the previous/current relationship with the offender and does this cause any concern?

Is there any relationship at all? I.e. are they neighbours, strangers, related?

Had they been friends prior to this offence?

Has there been previous conflict?

Have there been further incidents since?

Have the two parties seen each other since the offence and did they communicate?

4 Does the victim identify any empathy with the offender(s)?

How did they feel towards the offender at the time of the offence? How do they feel now? What has changed?

What has influenced these feelings?

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5 Does the victim have suitable support i.e. family/friends

Anyone to talk to? State who will be supporting the individual, i.e. family/friends
If the individual does not have suitable support, what has been done to address this?

Think about the cycle of recovery - may not realise how the process will make them feel before, during and after. What support has been put in place by the individual or the mediator?

If it is a young person - will the parent/guardian be attending and what is their role?

6 Are there any diversity needs that need to be addressed? I.e. language/accessibility/physical/mental

Need interpreter/translator or hearing loop?

Is the venue wheelchair accessible?

Any mental health needs/learning difficulties - does the individual have dyslexia, ADHD, Autism?

Physical health needs - i.e. if an individual has asthma, do they have their inhaler?

Recently had an operation/suffered a serious health scare?

Single parents and childcare

Work commitments

Religious/cultural needs

If there are no diverse needs that need to be addressed - state that the individual has stated that they do not have any diverse needs to be addressed

7 Is the victim able to express their emotions appropriately?

Link to Assessment Preparation tool and how the individual responded to the prep undertaken in regard to potential intense emotions, i.e. How would you feel if the offender was 'arrogant' or showed a lack of remorse?

If the individual is likely to become angry/upset, how will this be expressed?

Is there anything else going on in the victim's life which may have an impact on how they express their emotions, i.e. stress, depression etc.

8 Victim(s) expectations of what the process will achieve

What is the victim hoping to get out of the process? I.e. An apology, an opportunity to ask questions, closure, to help the offender change their life? etc.

What are the victims expectations regarding confidentiality i.e. has the individual stated that they will only take part in the mediation itself providing the offender does not disclose details of the meeting to other parties/media agencies pre and post mediation?

Also include in this section any questions the individual may wish to ask?

9 Is this realistic in your opinion?

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Link this to the prep work you will have undertaken, i.e. the fact that you have explained that the other person may not apologise, may not get answers to all the questions you have, and note here how the individual responded to this possibility. Does the individual understand and accept that although remedial work confidentially we cannot guarantee that the offender will not disclose information to other parties?

10 Does the victim's attitude/behaviour cause concern?

Use this space as an opportunity to record 'gut feelings' - it may be that the individual is saying everything you want to hear, but a 'look' on their face may say something different.

Record any specific comments made which evidence your concern

11 Do any of the above answers prevent a potential face to face meeting with the offender(s)?

Use this section to summarise the key points which have been pulled out in the previous questions.

If you feel at this stage that it is not the right time or that indirect work needs to be undertaken beforehand, record your reasons for this and the plan for the future.

Make a note of the preparation work you have undertaken to address any concerns you may have had about the face to face meeting and state how identified risks will be managed

12 Direct process practical arrangements

State when, where and at what time the meeting will take place

Will the individual need to be taken to the venue and have the necessary arrangements made for this to happen?

RJP 1 Signature: _____ Date: _____

Name: _____ (Please print)

Manager Signature: _____ Date: _____

Name: _____ (Please print)

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PRE and POST ASSESSMENT OF IMPACT:

Victim Questionnaire - Pre and Post		Case Number			
		Date			
		Resident District/Postcode			
Equal opportunities					
Age		Gender		Sexual orientation	
Ethnicity		Disabilities		religious beliefs/faith	
Pre intervention questions					
Were you aware of RJ prior to our involvement?				YES	No
				Don't Know	
Are you satisfied that you have had your views included in the criminal justice process to date (prior to RJ process)				YES	No
				Don't Know	
Do you feel confident at accessing support services?				YES	No
				Don't Know	
Has the offence had a negative impact in relation to your...					

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Victim Questionnaire - Pre and Post	Case Number		
	Date		
	Resident District/Postcode		
Feelings on Safety (Fear of repercussions/repeat victimization, fear of crime in general, suspicious of people/circumstances)	YES	No	
	Don't Know		
Feelings of wellbeing (Increase in anxiety/stress, negative outlook, impact on health and relationships)	YES	No	
	Don't Know		
Quality of life (Disruption to daily routine and activities – job/eating/sleeping/relationships)	YES	No	
	Don't Know		
Feelings of empowerment (Loss of confidence, loss of control)	YES	No	
	Don't Know		

Post intervention questions		
Would you recommend RJ to other victims of crime?	YES	No
	Don't Know	

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Are you satisfied are you that you views have been included through the rj process?	YES	No
	Don't Know	
How confident are you at accessing support services?	YES	No
	Don't Know	
Has taking part in RJ addressed any of the negative impacts you experienced in regards;		
Feelings on Safety (Fear of repercussions/repeat victimization, fear of crime in general, suspicious of people/circumstances)	YES	No
	Don't Know	
Feelings of wellbeing Yes/No/Don't know (Increase in anxiety/stress, negative outlook, impact on health and relationships)	YES	No
	Don't Know	
Quality of life (Disruption to daily routine and activities – job/eating/sleeping/relationships)	YES	No
	Don't Know	
Feelings of empowerment (Loss of confidence, loss of control)	YES	No
	Don't Know	
Why did you choose to take part in RJ?		

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Please indicate any additional support services you have accessed in relation to -

Mental and physical health		Education and employment	
Shelter and accommodation		Drugs and alcohol	
Family friends and children		Finance and benefits	
Outlook and attitudes		Social Interaction	

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Appendix I

How will you evidence that account has been taken of guidance issued by the Restorative Justice Council and where necessary, the correct advice is sought to ensure the development of a safe and competent RJ service, in accordance with Article 12 of the Victim Directive?

Remedi has held the Restorative Justice Councils Restorative Service Quality Mark (RSQM) since 2013. To receive this all Remedi offices and staff were assessed to ensure that we are working in full accordance with the RJC's National RJ standards. The Restorative Justice Council best practice standards are fully aligned with the MoJ standards for practice, National Occupational standards for restorative practitioners.

The RJC's standards also incorporates article 12 of victim Directive and as such Remedi was found to fully meet all of the elements. Remedi ensures that full and robust risk assessments are in place from the initial referral to the closing of a case, ensuring all clients, including the victims are safe and do not suffer any re-victimisations. Remedi has an open method of working with all clients, fully explaining the RJ process at the initial meetings, explaining that RJ is completely voluntary and any party can withdraw at any given time, although this rarely occurs. To help reduce the risks of any form of re-victimisation the Remedi practitioners at the initial meeting will explore any underlying issues and reasons for the clients wanting to participate in the process. Should it be deemed that re-victimisation is a high risk factor then the victim will be notified as soon as possible that the case cannot progress at the current time and offer to signpost to another agency for more specialised support (i.e. counselling) if required.

At the initial meeting with the victim it will be explained that the perpetrator must take responsibility for the harm caused and acknowledge the victim has been hurt, failure to do so will mean RJ cannot progress at this stage. This in itself could potentially cause re-victimisation if the process has not been fully explained. To help reduce this risk the perpetrator wherever possible will be contacted prior to the victim to explore their views regarding RJ.

All clients including victims at the initial meeting stage receive enough relevant information regarding RJ for them to make an informed choice as to whether they want to participate, the choice is entirely theirs. Both Direct and In-direct RJ is discussed in full so that the service is tailored to meet the individuals needs, the practitioners will also explore and discuss both practical and emotional risks as well as any potential outcomes.

Should a victim feel at the early stages or the risks are deemed to high that a direct meeting is unsuitable, in-direct RJ will be explored, this may include; shuttle mediation or letters of explanation. The victims will be informed that at any stage should the situations change and they feel that want to meet the

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perpetrator and risks allow then this will be facilitated, if the other party in agreement.

For RJ to be effective all clients including the victim must feel confident that all information is treated in strict Confidence, to help build the confidence the process is fully explained and they are given a Remedi service user agreement that fully explains confidentiality. No information that is gained from any meeting appertaining to any clients cannot and will not be passed on unless we have specific permission to do so from the client in question.

Word count 531

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Appendix J

Confirm that you either have or are willing to work towards the RJ Council's Restorative Justice Quality Mark - to be achieved no later than 31/03/16

APPENDIX J

Remedi is in receipt of and has held the Restorative Justice Council's Restorative Service Quality Mark (RSQM) since 2013.

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Appendix K

Outline how you will deliver the service, including locality, operating hours and availability to victims?

Remedi will open a Restorative Justice office in the Northern suburb of Nottingham City (Arnold area), This will be the base for all staff, although its envisaged to keep costs to a minimum and to maximise the support given to the victims that the Remedi practitioners and volunteers will in the main work within their local communities in accordance with Remedi's home working as well as the lone working policies. Remedi will provide all staff working from home a secure lockable cabinet for any confidential information as well as providing encrypted laptops that will be linked to the central office database. RJ Practitioners/volunteers will be recruited (in compliance with Remedi recruitment policy) locally and successful candidates following their Remedi training will be allocated to demographic locations across Nottingham City and the County as their main areas of work, that will ensure restorative representation across all areas. These will be;

- Nottingham City and outlying suburbs,
- Newark/Bassetlaw,
- Mansfield/Ashfield,
- South of the County.

The full time Remedi Administrator (35hrs) and Co-ordinator (35hrs) plus one worker on a rota system will be based at the new office which will be manned from 9am to 5pm Mon-Fri.

The office will; accept referrals, give a receipt to the referring agency as proof of accepting the referral, update databases, update tracking systems and allocate the referral to the relevant RJ practitioner or volunteer. The office will also take telephone calls and give advice to anyone inquiring about RJ and the support services available to victims within the county, signposting to any other relevant support agency if required.

Remedi will advertise (mentioned in appendix A) its office e-mail address and answer phone number for the general public or victims to leave messages for any out of hours contact. All messages left will be followed up as soon as possible. An emergency number will be available until 9pm week days and all day at weekends with the Remedi workers answering this on a rota system.

To ensure that all victims receive a prestige service and none are barred from receiving RJ support due to their own personal circumstances, all RJ practitioners as per current working practise will work flexible hours. This will mean that victims will be offered home visits up to 7pm Mon-Fri and weekend appointments if no other day is suitable. This method of flexible working will form an essential part of the job description when people are applying for the posts.

Victim referrals will come to one central Remedi administrator who will liaise with Remedi management and distribute referrals to the relevant

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practitioner/volunteer for each area based upon on a referral priority basis with the following referrals taking precedence:

- Vulnerable victims
- Victims - where offenders are medium and high risk of reconviction (equivalent to OGRS score of 25-74)
- Victims of acquisitive or violent offences

Initial visits with the victim/offender will be undertaken by one RJ practitioner. If the victim, after receiving informed choice regarding RJ chooses to then go ahead with a direct intervention, the preparation/risk/assessment visits and the actual Conference will be supported by a Remedi volunteer to ensure impartiality as well as safety. As the project develops from the early stages and reviewing and the demand for RJ becomes clear across each area, Remedi will determine the split of hours required for each area and will adjust this accordingly as the project develops. The referring body will be given regular updates by the RJ practitioners regarding the case for their records where required.

Caseloads will be monitored and reviewed by the Remedi Manager/Coordinator during case supervision. Full time practitioners will manage a caseload of up to 40 cases at any one time with volunteers taking on 2-3 cases working on a flexible basis to meet the needs of service users. i.e. evening or weekend visits.

Word count 630

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Appendix L

In accordance with the maximum contract value, indicate the anticipated number of RJ activities that can be delivered each year

The following figures are based on the statistics produced by the current Remedi team working across Nottinghamshire.

110 Direct interventions (face to face conferences)

850 in-direct interventions (letter exchange, 'shuttle' communication)

Total 960

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Appendix M

Provide a full detailed implementation plan showing how the services will be mobilised during phase 1 (1st February 2015 - 31st March 2015) to enable the full services to commence from 1st March 2015

Week	Implementation plan
23.12.14	Notification received from NOPCC, Remedi prepare advertisement for RJ positions and short list suitable office accommodation.
6.1.15	<p>Positions for 1 f/time co-ordinator, 1 f/time administrator, 2 f/time restorative practitioners and 40 volunteer restorative support workers to be advertised.</p> <p>Contact Community Voluntary Services across County for support in recruiting volunteers</p> <p>Source new office accommodation, furniture and IT equipment (Note: In preparation a location has been sourced already)</p> <p>Make contact with partner organisations to arrange meeting dates, this will include; victim services, police, probation, CRC, Courts, youth offending teams, local authorities, prisons and other RJ providers.</p> <p>Liaison regarding all Information sharing agreements to take place</p> <p>Contact management of Rebuild to discuss TUPE of its operations and 2 members of staff</p> <p>Organise office infrastructure, spreadsheets, literature, promotion information</p>
31.1.15	Closing date for full time job applicants and start of the short listing process, volunteers positions will remain on going
2.2.15	<p>Invitations for interviews sent to successful applicants</p> <p>Start meetings with partner agencies, this will be ongoing throughout February March 2015</p>
16.2.15	<p>Interviews for; 1 f/time co-ordinator, 1 f/time administrator, 2 f/time restorative</p> <p>Immediately on appointment- relevant DBS/Vetting procedures commenced</p>
3.3.15	<p>Relocate into new office accommodation and notify partners of new contact details</p> <p>Information sharing agreements ratified</p> <p>Start of Remedi RJ training for partner agency staff</p>
16.3.15	All new staff begin Remedi RJ training and start to form into a team
23.3.15	New team start in new office accompanied by experienced Restorative

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	<p>practitioners to help with the set up</p> <p>Launch media campaign across the County in liaison with OPCC</p>
30.3.15	<p>All infrastructure in place and ready to receive referrals, experienced Remedi staff to shadow new workers for next 2 to 3 weeks</p> <p>All agreements in place with partner agencies including sharing of information</p> <p>Rebuild staff move across to Remedi and undergo Remedi RJ training before joining the new team.</p>
Wednesday 1.4.15	<p>Remedi will accept new victim referrals and start restorative support</p>

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Appendix N

Confirm that you are willing to pro-actively use an external case management system determined by the NOPCC.

Remedi have a long standing history of proactively using external case management systems determined by various host agencies. For example 'Careworks' and/or 'YOIS' in our youth criminal justice arena work and 'Delius' within our adult criminal justice arena work.

We can confirm therefore that we are willing to commit to the proactive use of and adherence to any external case management system determined by the NOPCC.

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Appendix O

Confirm that your IT system or proposed IT system meets the technical requirements stipulated

We can confirm that all of our current IT systems and operations are compliant with the technical requirements stipulated.

The compliance standards we currently adopt in contracts of a similar nature are-

- Full adherence to internal data protection policies and IT security within host agency- for personnel based within Youth Offending Teams, CRC and/or NPS.
- Secure email addresses (to date via CJSM/PNN systems)
- Encrypted laptops

As this would be a new project to us in the Nottinghamshire area we would ensure that all IT systems meet the above standards and all of those stipulated by the OPCC should they be required.

Additionally please see a copy of our Data protection policy attached as a document to this return.

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Appendix P

Provide details of your information sharing protocols to support and govern multi-agency information sharing.

Given the nature of our work over the last 17 years within the criminal justice arena and in partnership with the Youth Offending Services (15 locations) and the National Probation Service/CRC (South Yorkshire/North Yorkshire/Humberside) Remedi have adopted individual information sharing protocols with each host agency in order to satisfy both national and local requirements.

If successful Remedi would work collaboratively with the NOPCC, Nottinghamshire Police, the NPS and CRC management teams in the first two months of the project in establishing and agreeing a robust and satisfactory information sharing agreement.

An example of a current information sharing agreement is given below as APPENDIX P/a

APPENDIX P/a

Information Sharing Agreement

NORTH YORKSHIRE COMMUNITY REHABILITATION COMPANY LIMITED AND NORTH EAST NATIONAL PROBATION SERVICE AND REMEDI (RESTORATIVE SERVICES)

1. This agreement is between North Yorkshire Community Rehabilitation Company Limited, North East National Probation Service and [Remedi \(Restorative Services\)](#), hereafter referred to as the parties.
2. The purpose of the agreement is to allow the sharing between the parties of personal data that is subject to the provisions of the Data Protection Act 1998.
3. The parties agree to share the personal data specified below for the purposes of [facilitating restorative justice interventions](#).
4. The parties to this agreement confirm that their processing of the personal data to be shared complies with the requirements of Schedules 2 and 3 of the Data Protection Act 1998
5. The classes of personal data that is to be shared are:

6.

Party sending the data	Class of data to be shared	Party receiving the data
NYCRC and NPS	Offender data including; offence history, sentence	Remedi

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	<p>outcomes, and up to date risk of reoffending/risk of harm details</p> <p>A declaration of all Risk of harm, Safeguarding Children, young people and vulnerable adult issues</p>	
Remedi	<p>Victim Initiated RJ referral data for cases managed by NYCRC and NPS</p> <p>RJ engagement data including; notification of voluntary appointments scheduled with offenders, RJ engagement levels and outcomes.</p> <p>A declaration of all Risk of Harm, Safeguarding Children, young people and vulnerable adult issues</p>	NYCRC and NPS
<p>Electronic Transfer of information shall be compliant with the standards required by the Government Secure Intranet system (GSI), and all information will be classified in accordance with the Government Protective Marking System (GPMS). Information classified as 'Confidential' will not be shared with external partners. Information classified as 'Restricted' (which includes all data about Service Users) can only be sent by email to organisations which are linked into the Government secure (GSI) network, either through the NYCRC or NPS IT network or via CJSM email.</p>		

7. The persons authorised by this agreement to send and receive the relevant personal data are:

Authorised staff (or staff groups)	Classes of data (specify, or state 'All')	Method of transmission of data (specify: electronic, or hardcopy; or state 'All')	Authorised to 'Send', or 'Receive', or 'Both'
NYCRC and NPS	As 5 above	All Email by LN internally, by CJSM externally	Both
Remedi	As 5 above	All	Both

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		Email by LN internally, by CJSM externally	
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8. Workers from Remedi to be based in CRC/NPS offices with access to:
 - Lotus Notes (LN) to enable communication between themselves and NYCRC and NPS staff
 - Editor/Read-only access to Delius
9. Data containing personal information may only be sent by internet email to external [Remedi colleagues](#) using Criminal Justice Secure Mail (CJSM). Otherwise transfer of information must be by hardcopy only.
10. The parties to this agreement are required to:
 - inform data subjects that their personal data is shared within the terms of this agreement;
 - ensure that all staff who implement the terms of this agreement are aware of the requirements of the agreement and the importance of maintaining the confidentiality of offenders at all times;
 - ensure that all staff wear their organisation's official name badge while on NYCRC and NPS premises
 - ensure that all data received as a function of this agreement is stored securely, is not accessible to unauthorised persons, is not altered, lost or destroyed, and is retrieved only by properly authorised persons;
 - confirm that they have a current notification with the Information Commissioner, and that they are permitted to process personal data as required by this agreement;
 - jointly review the operation of this agreement at least annually.
11. If any party to this agreement becomes aware of a security breach, or breach of confidence in relation to the data covered by this agreement, or breach of the terms of this agreement, the party with responsibility for the Trust of activity in which the breach occurred, shall:
 - immediately inform other parties to this agreement that a breach has occurred;
 - immediately investigate the cause, effect and extent of the breach;
 - report the results of the investigation to the other party, without delay;
 - use all reasonable efforts to rectify the cause of such breach.
12. Each party will ensure that all staff implementing this agreement are made aware that the disclosure of personal information without consent must be justifiable on statutory grounds, or meet the criterion for claiming an exemption under the Data Protection Act 1998. Without such justification, both the agency and the member of staff expose themselves to the risk of prosecution and liability to a compensation order under the Data Protection Act 1998, or damages for a breach of the Human Rights Act 2000.

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13. Freedom of Information Act 2000. If you receive a FOI request about information which is subject to this agreement you must contact the FOI Access Officer atbefore making any disclosure.

14. The data controllers for the parties to this agreement are:

North Yorkshire Community Rehabilitation Company Limited and North East National Probation Service
Name

15. The data protection officers for the parties to this agreement are:

North Yorkshire Community Rehabilitation Company Limited and North East National Probation Service	
Name	<<name of officer>>

16. The representatives of the parties to this agreement are:

North Yorkshire Community Rehabilitation Company Limited and North East National Probation Service		<<signature >>
Name	<<name of officer, and title>>	<<signature >>

Date agreement signed	
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Date of next review	
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Appendix Q

How do you propose to ensure that the service is accessible to male and female victims of all ages, ethnicities, religions and beliefs and to disabled and LGBT victims

Remedi recognises that, because of discrimination, particular individuals and groups may be wary of using the services of an organisation not run exclusively for and by their communities or groups, Remedi will therefore aim to provide a; welcoming, non-discriminatory service that takes positive action to encourage such individuals and groups to use Remedi as a resource. Remedi will work to ensure that the principles embodied in its diversity approach will be implemented into the provision and monitoring of services and in the development of future services.

Remedi will ensure that both the content and delivery of training and our services are free from bias and reflect the diversity approach; and that opportunities will be made available equitably and events will be arranged taking account of the needs of particular individuals and groups who may experience disadvantage or discrimination.

Remedi is committed to oppose all forms of discrimination on the grounds of gender, race, disability, sexual orientation, gender reassignment, pregnancy or maternity, religious or cultural belief, age or health-related status and will take positive steps to undertake and support good anti-discriminatory practice and initiatives. Remedi will take action to become a model of good diversity practice through making our style, structure, service delivery and language accessible and appropriate for all.

Remedi recognise that there are particular forms of race, religious and cultural discrimination (including institutional racism and forms of exclusionary behaviour both direct and indirect). Remedi will work to counter this by reviewing the composition of staff, volunteers, and Trustees and by reviewing procedures, policies and service provision with reference to the needs and interests of minority ethnic, religious and cultural communities in the areas where Remedi works. Remedi will meet with as many minority ethnic groups as possible to look at ways that best suits their needs in being able to source restorative support.

Remedi have a commitment to implementing the social model of disability and will work to be recognised as an organisation which is aware of and sensitive to the interests of disabled people in the community, by:

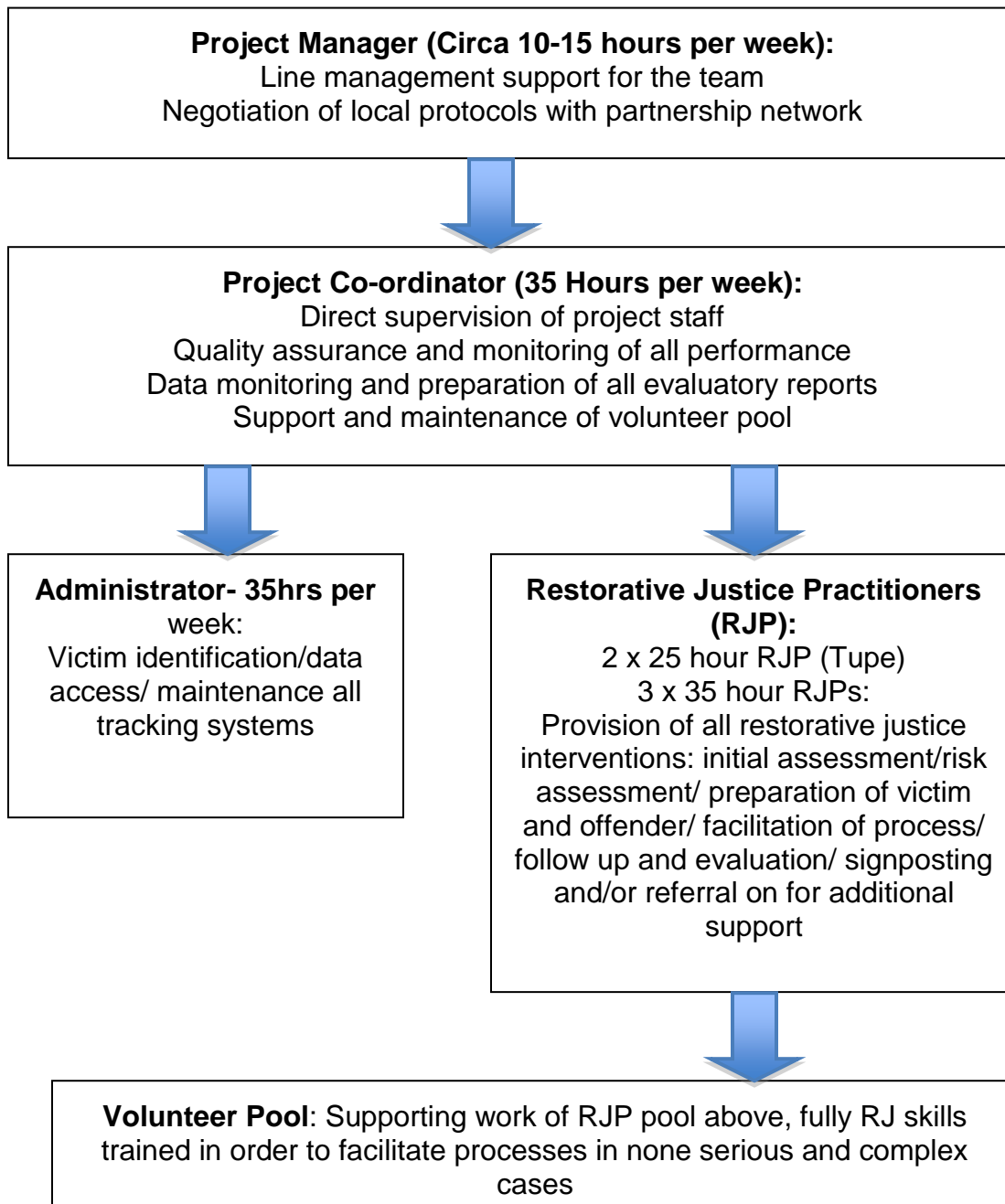
- Placing a high priority on the physical accessibility and other appropriate facilities and services of venues when organising internal and external meetings
- Offering practical support to enable employees, volunteers, Trustees, members and service users who are, or become, disabled to continue their involvement with Remedi.

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Remedi will challenge stereotypical and prejudicial attitudes and behaviour which discriminates against, and recognises the positive contribution people of all ages can make to society as a whole.

Word count 413

APPENDIX R: Organisational Structure Nottinghamshire OPCC RJ Project



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Schedule 2 Tender Clarifications / amendments

As sent out via Bluelight 11/12/2014 16:20:42 and Remedi's Response dated 23/12/2014 10:46:33

Nottinghamshire Office of the Police and Crime Commissioner Integrated Restorative Justice Service for Nottinghamshire Clarification statement 11 December 2014

Kevin Dennis and I met this afternoon with the Ministry of Justice's RJ manager, Ellie Acton. Ellie clarified the following:

1. Victim-initiated RJ

As our Integrated RJ Service will, under current arrangements, be funded entirely through MoJ's Victims Services Grant, all RJ support provided by the Service must be victim-initiated. It is the responsibility of the CRC and National Probation Service (NPS) to provide and/or pay for offender initiated RJ. Offender initiated RJ cannot be provided free of charge by our Integrated RJ Service.

2. RJ work in other settings including schools

MoJ has also confirmed today that RJ support can be provided in any setting, including schools, where there is a victim and an offender and it is victim-initiated. The crime does not need to have been reported to the police. As such it is appropriate for the service to provide training for RJ in schools, this may include peer support.


Commissioning Manager

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REMEDE- ADDITIONAL/CLARIFICATION INFORMATION

In regard to the clarification information please see Remedi's response below:

3. Victim-initiated RJ

We would like to clarify and emphasise that:

- Our proposed model is entirely victim initiated with the first point of contact to explore RJ being the victim of the offence.
- In our proposed victim direct referral model the initial starting point will be the victim of the offence via victim services.
- In our proposed post sentence model the victim is contacted following the sentencing of the offender - The victim however is the first point of contact.
- Remedi will NOT undertake RJ in cases that contradict that standard.
- In our pre sentence model- post adjournment by Court our first point of contact would be the victim/s - again ensuring a victim initiated standard.

4. RJ work in other settings including schools

- As outlined in our proposal- during the first year Remedi will work collaboratively with :

Police, Victim Services, Schools and community safety teams in order to ensure an awareness of RJ and the availability of service.

We will proactively promote the use of RJ and encourage involvement in the Restorative Hub/Strategy group we propose.

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Schedule 2a Post Award Clarifications / amendments

Clarification Requirements sent to Remedi on 03/02/15

Health & Safety

Q7.2 Code of Practice document referred to was not provided. Missing lone working service user element, details would be required if awarded

Specification

Provide details of how you propose to achieve the Commissioner's Vision and Objectives for Restorative Justice?	Unclear how partnership working would be undertaken. Referral route 1 would require further clarification
Provide a copy of the assessment that will be undertaken to determine if RJ is suitable and what form of RJ activity would be effective	Would need to address "gut-feeling" and gain assurance of how this would be used, if awarded contract
In accordance with the maximum contract value, indicate the anticipated number of RJ activities that can be delivered each year	rationale of figures & time breakdown for activity would be required
Provide a full detailed implementation plan showing how the services will be mobilised during phase 1 (1st February 2015 – 31st March 2015) to enable the full services to commence from 1st March 2015	High level plan. More detail required around potential TUPE
Provide details of your information sharing protocols to support and govern multi—agency information sharing.	light on specific detail
How do you propose to ensure that the service is accessible to male and female victims of all ages, ethnicities, religions and beliefs and to disabled and LGBT victims	How would they proactively work with different groups to ensure service available to all characteristics?

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Technical Requirements

<p>Provide a copy of your Safeguarding Vulnerable Adults policy</p>	<p>Unclear how they would manage safeguarding for vulnerable victims that fall into definition of regulated activity - would need to address if awarded</p>
<p>Detail your organisation's safeguarding responsibilities and what steps you will take to meet your responsibilities.</p>	<p>Missing clear structure of ownership & escalation - would need to be addressed</p>
<p>Provide a copy of your vetting and barring policy</p>	<p>No vetting and barring policy. Recruitment of ex-offenders does not cover this - would need such a policy if awarded</p>
<p>What do you consider to be the key risks to delivering your proposed service? How do you propose to mitigate these risks (both for yourselves and the Commissioner)</p>	<p>have not answered question specific to proposed service - would require further detail if awarded</p>
<p>Provide a copy of your information management policy</p>	<p>light on detail</p>
<p>What do you consider to be the key risks to delivering your proposed service? How do you propose to mitigate these risks (both for yourselves and the Commissioner)</p>	<p>have not answered question specific to proposed service - would require further detail if awarded</p>

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<p>Provide a copy of your business continuity plan</p>	<p>Not a business continuity plan - would be required if awarded</p>
<p>Detail what new or potential improvements you have identified to enable the Services to be delivered at lower costs and/or at greater benefits to the Commissioner;</p>	<p>Question is not answered</p>
<p>Provide a copy of your equalities impact assessment on the service</p>	<p>Impact assessment not completed</p>
<p>Clearly set out how your organisation ensures that its finances are managed with integrity, together with details of how financial decisions are made.</p>	<p>Question unanswered</p>
<p>Provide a copy of your volunteer management policy</p>	<p>Clarity on role of volunteer would be required if awarded</p>

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Remedi response to the above queries received on 05/02/15

Office of the Nottinghamshire Police and Crime Commissioner

Clarifications

1. Health & Safety

Please see Health and Safety Policy and Lone Working Policy attached at the end of this report.

2. *Unclear how partnership working would be undertaken. Referral route 1 would require further clarification:*

The project will collaboratively in partnership with a number of key criminal justice agencies in order to ensure restorative services are made available to victims of crime.

Our suggested Referral Route 1:

Taking the model of victim initiated RJ established in the youth offending team arena across England and Wales over a number of years we propose to proactively offer RJ to identifiable victims of adult crime processed through Nottinghamshire Courts. This work would be 'post sentence'. To achieve this we would-

- A. Establish a partnership and Information Sharing Agreement (ISA) with the Probation Service court teams.
- B. Via that ISA we would receive the details of the offender, offences and sentence for adult offenders in each specific court- via secure email.
- C. We would exclude cases with no identifiable victim and cases of sexual violence and domestic violence (please see note below)
- D. Establish a partnership and Information Sharing Agreement with Nottinghamshire Police which would enable us to securely email this list of offenders and sentences (minus the excluded cases) to Nottinghamshire Police in order to identify victim contact details.

The next step will then need to be negotiated/agreed by the OPCC/ Nottinghamshire Police.

E. Initial Victim contact is then made-

Option 1: A named Remedi worker, vetted by Nottinghamshire Police, with access to Police data identifies the relevant victim and makes initial contact in order to offer the opportunity to explore RJ.

Option 2: That Nottinghamshire Police undertake that initial contact themselves in order to secure explicit consent from the victim to share their details.

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Option 3: Initial victim contact is made via Victim Support.

Note 1: Three options are given as different Police areas and OPCCs have differing approaches to this stage of initial contact. We will agree the preferred model with the OPCC at the commencement of the contract.

Note 2: Our preferred option would be to utilise Option 2- our rationale for this being that in our experience maximum victim engagement with RJ is only realised if initial contact is made by a restorative trained worker.

- F. For all victims wishing to hear more about potential involvement in RJ we would then allocate the case to a named worker and undertake a home visit in order to explain the process, options for involvement and to undertake an initial risk assessment.
- G. For all victims wishing to pursue a restorative intervention we would then contact the offender via the Probation Service in order to pursue the matter.

Note: A discussion needs to take place with the OPCC regarding any case where the offender is subject to Community Rehabilitation Company supervision which we would expect to have very shortly after contract agreement.

3.

Provide a copy of the assessment that will be undertaken to determine if RJ is suitable and what form of RJ activity would be effective	Would need to address "gut-feeling" and gain assurance of how this would be used, if awarded contract
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The Remedi risk assessment provided is completed with all participants in all cases. The assessment considers emotional well being and physical risk associated with involvement and commences at initial contact stage. It is a document that is revisited and reassessed throughout each process in order to reflect changes in circumstances/behaviour/attitude etc.

For every case which is moving to a direct or face to face meeting between the victim and the offender the practitioner discusses the risk assessments for both sides with their line manager. It is her/his responsibility to satisfy themselves that sufficient consideration has been made and to 'sign off' on the meeting taking place. If it was deemed that further actions need to be taken prior to a meeting then these would be identified and agreed prior to any continuation to direct meeting.

This form of gate keeping of all direct cases enables practitioners to discuss any concerns they might have - including the opportunity to discuss/explore

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any issues/feelings regarding the case that they cannot quantify in specific terms (no threats were made, no inappropriate language was used, participants seem emotionally strong enough etc etc) but the practitioner feels 'ill at ease' with the case moving to a face to face meeting. The opportunity to explore these feelings with an experienced manager are vital.

4.

In accordance with the maximum contract value, indicate the anticipated number of RJ activities that can be delivered each year

rationale of figures & time breakdown for activity would be required

We have based our calculation regarding outputs on current operational practice elsewhere. It is difficult to give a timeframe for cases as this can vary significantly from 1 month to 6/7 months. The figures we quoted are based on a per annum basis.

Our current output rate is based, with regard to our adult criminal justice RJ experience, on an average 50% take up rate of victims wishing to be involved in a restorative process and 10-15% of those wishing to be involved on a direct or face to face basis.

The key to achieving the level of output lies in ensuring that the rate of referral from partner agencies is sufficient.

5.

Provide a full detailed implementation plan showing how the services will be mobilised during phase 1 (1st February 2015 – 31st March 2015) to enable the full services to commence from 1st March 2015

High level plan. More detail required around potential TUPE

We believe that TUP exists for the 2 part time practitioners currently employed. We are aware however that there is a potential confl.ict given that their existing referral routes are offender initiated. Our recommendation would be for all existing cases to be finalised within the period February and March for the practitioners to TUPE across for an operational start in April on this contract.

Both members of staff would be fully consulted with regarding terms and conditions and would be provided with all Remedi employment details. We would expect to undertake this consultation in February. Their choice of regarding existing or Remedi terms is of course entirely theirs.

On starting with us they will be subject to the same induction and training as our new personnel in order to assure quality and consistency.

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6.

Provide details of your information sharing protocols to support and govern multi—agency information sharing.

light on specific detail

Remedi have an operational presence in multiple locations in the UK. Our Data Protection and Confidentiality policies (previously provided) ensure a generic base position across all areas of our operations.

Remedi’s approach however to information sharing protocols and multi agency agreements is by necessity flexible in order to meet the very specific requirements of each contract and service specification.

With regard to the Nottinghamshire OPCC contract therefore we would (In February 2015) liaise closely with all relevant agencies in establishing bespoke information sharing agreements in order to meet the requirements of the service.

Our model would dictate that this would include:

- An ISA with Nottinghamshire Police in order to access victim details
- An ISA with the National Probation Service in order to access count outcome reports, share risk assessment information regarding offenders and to access offender details in order to pursue RJ via the offender manager in the case.
- An ISA with victim support in order to pass on victim initiated referrals from the volunteer and staff pool
- As the project develops- An ISA with magistrates and crown court in order to facilitate pre sentence RJ.

This approach ensures that we fully take into account local nuance and specific statutory agency requirements for all protocols.

7.

How do you propose to ensure that the service is accessible to male and female victims of all ages, ethnicities, religions and beliefs and to disabled and LGBT victims

How would they proactively work with different groups to ensure service available to all characteristics?

Remedi are fully committed to equal opportunity and respecting diversity. In order to achieve that standard we will-

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- Establish networks with community, faith and minority groups in order to promote the availability of service and opportunities for engagement- as a service user, employee or volunteer.
- Ensure, in all cases, that diverse needs represent no barrier to engagement. Should, for example, a service user have particular access requirements, require an interpreter, signing etc- we will provide all necessary accommodations to enable access to the service.
- Work collaboratively with all key partner agencies in developing a strategy of inclusion and respect/accommodate their guidance regarding actions to improve and enhance equal opportunity throughout the life of the contract.

8.

Provide a copy of your Safeguarding Vulnerable Adults policy	Unclear how they would manage safeguarding for vulnerable victims that fall into definition of regulated activity - would need to address if awarded
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Remedi conform fully to all requirements of the *Victims Code of Practice* regarding the provision of enhanced services for any and all victims classified as vulnerable.

We undertake a robust risk assessment with all service users with regard to physical and emotional preparedness and safety and ensure that all reasonable accommodations are made in order to ensure equal access to service provision.

The 'action plan' for any case involving a vulnerable victim therefore would include-

- A specific timeframe dictated by the victim that fully takes into account their emotional needs.
- The right of any victim to request a specific gender of practitioner
- Agreed locations and times for meetings - to entirely suit the victim- weekends/evenings/home visits or neutral venues etc.
- The right for any service user to have a supporter with them (family/friend/professional)
- Any liaison we need to undertake with key support workers involved with the victim (agreed with the victim at the start of involvement)
- Any and all accommodations in order to enable access- interpreters, signing, location of meetings, timing of meetings etc.

In addition Remedi have a pool of 12 specialist trained RJ providers with regard to supporting service users with learning difficulties, ADHD, Autism and Aspergers Syndrome- Should any service user in Nottinghamshire require this support we would allocate time from those practitioners to facilitate the case (As an added value aspect of the contract with no additional charge).

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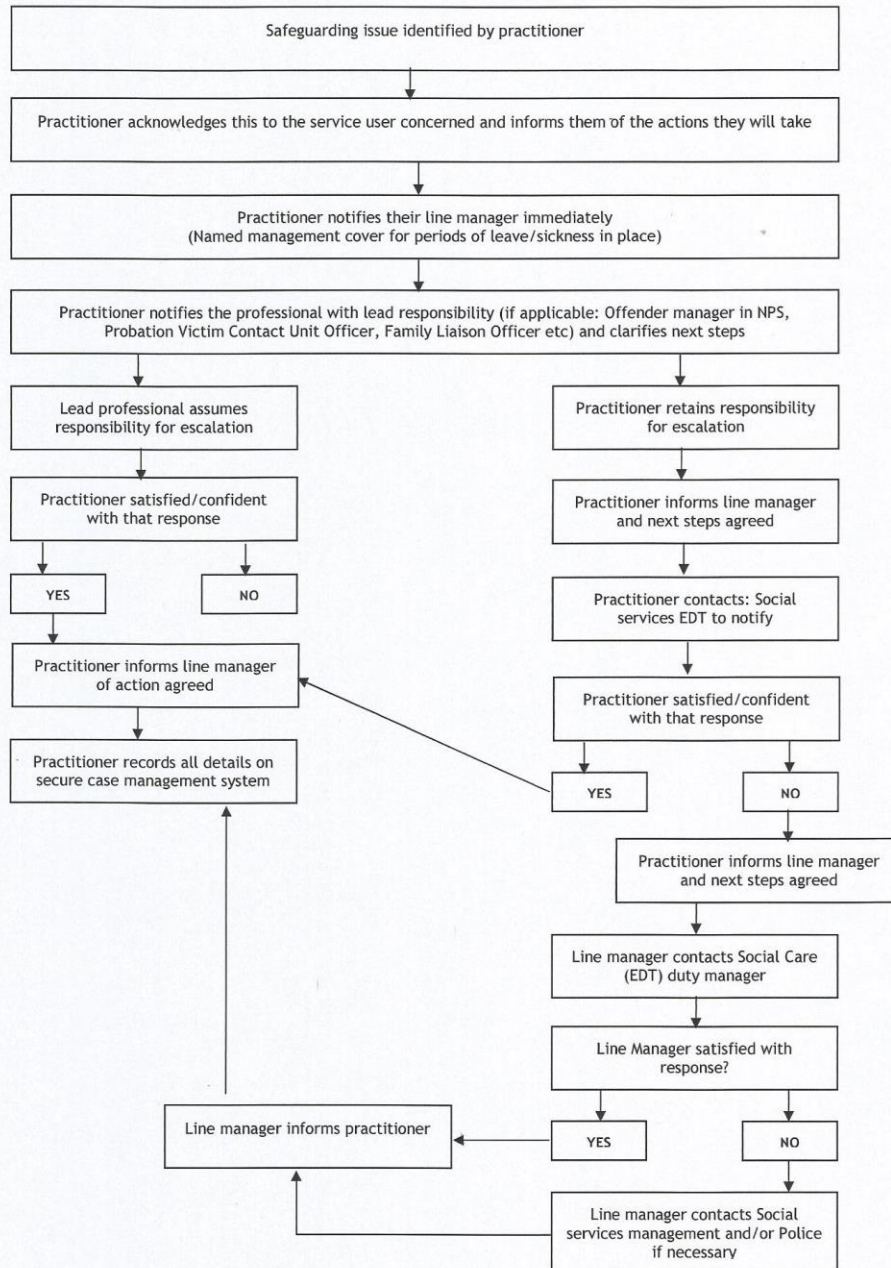
9. Detail your organisation's safeguarding responsibilities and what steps you will take to meet your responsibilities. *Missing clear structure of ownership & escalation - would need to be addressed*

With regard to 'ownership' and 'escalation' of safeguarding issues-

- All personnel receive training as part of their induction with us
- All personnel access local safeguarding training within their local base (usually via local authority) within their first 6 - 12 months.

Please see the flowchart depicting process/escalation

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10

Provide a copy of your vetting and barring policy

No vetting and barring policy.
Recruitment of ex-offenders does not cover this - would need such a policy if awarded

I have attached a copy of our latest recruitment of ex offenders policy which contains a section regarding vetting and barring. I am open to suggestion as to what else is needed if this isn't sufficient and would welcome guidance as to what additional information might be required. The Vetting and Barring section states-

10. Vetting:

A number of positions offered by Remedi are funded via the Police/Police and Crime Commissioner Offices. As such many of these roles are subject to police vetting being undertaken at a level dictated by the specific contractor.

There are different levels of vetting- the level of vetting clearance required will be dictated by the specific nature/responsibilities of the role. The contractor will specify the level of vetting check required and this, in all instances, is none negotiable.

10.1 Any applicant for a post subject to this requirement will be notified from the outset of that requirement.

10.2 Any offer of a post subject to this requirement will be subject to successful approval via the relevant Police force vetting process.

10.3 This decision will be final and will be communicated to the applicant at the earliest opportunity.

10.4 The administrative cost of all vetting checks will be met by Remedi

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11.

What do you consider to be the key risks to delivering your proposed service? How do you propose to mitigate these risks (both for yourselves and the Commissioner)

have not answered question specific to proposed service - would require further detail if awarded

The key risks with regard to the specific proposed service are-

- Victim dissatisfaction with the quality of service provided
- Victim dissatisfaction with the outcome of the case
- Victim dissatisfaction with the criminal justice system
- Victim dissatisfaction with the honesty/genuineness of the offender
- Victim dissatisfaction due to feelings of being pressured into participation-sense of revictimisation
- Personal safety risks for staff undertaking home visits
- Personal safety risks for service users in face to face meetings
- Personal safety risks for staff in face to face meetings between victims and offenders

These risks are mitigated via the following actions:

- Open, clear and honest communication with all service users regarding the process and their expectations of it.
- Robust risk assessment procedures with all service users with regard to physical and emotional safety
- Lone working policy and procedure for all staff
- Extensive preparation for all participants in regard to face to face meetings
- All face to face restorative meetings are attended by 2 staff

Testament to the success of our approach lies in the fact that in 18 years of service provision there have been zero instances of violence at any level against staff or service users and an average victim satisfaction rate of 99%.

12.

Provide a copy of your information management policy

light on detail

We would need more direction in regard to what is meant by 'light on detail' . I can commit to review policies and procedures within the first quarter of the contract should that be required.

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13.

Provide a copy of your business continuity plan

Not a business continuity plan - would be required if awarded

Please see attached Organisational Risk Assessment- this is a process which our Management Committee undertake annually.

14.

Detail what new or potential improvements you have identified to enable the Services to be delivered at lower costs and/or at greater benefits to the Commissioner;

Question is not answered

As the proposed service doesn't currently exist on the basis of our proposal it doesn't represent a lower cost. It does however constitute 'greater benefit' from existing provision in that-

- * It ensures that the statutory requirements of the Victims Code of Practice regarding the offer of RJ to victims of crime is met in the County.
- * It ensures that services provided are facilitated by Quality Mark assured providers.
- * It increases the potential for positive publicity regarding the support provided to victims funded by the OPCC.

With regard to the provision of lower cost in subsequent years beyond year 1 of the contract Remedi have committed to reduce expenditure on the contract by the indicated % stipulated in the outline.

15.

Provide a copy of your equalities impact assessment on the service

Impact assessment not completed

Please see Equality Impact Assessment below.

16.

Clearly set out how your organisation ensures that its finances are managed with integrity, together with details of how financial decisions are made.

Question unanswered

Please see the attached Financial Procedures document below

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17.

Provide a copy of your volunteer management policy

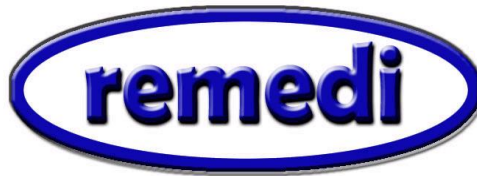
Clarity on role of volunteer would be required if awarded

Volunteer restorative practitioners with us receive the same level of RJ skills training as all of our practitioners.

Their primary role within this contract will be to-

- Provide support in cases warranting two personnel- working with a paid practitioner. (cases where risk assessment calls for this and in order to support face to face meetings)
- Provide direct case facilitation for 'indirect' RJ provision (letter exchanges etc)- freeing up time for practitioners to focus on direct face to face conferences.
- Dependent on their availability: over time to shadow practitioners and to develop skills in order to increase the capacity of personnel available to facilitate direct interventions.

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Restorative Justice and Mediation Initiatives

Recruitment of Ex-Offenders/Vetting and Barring Policy

Date Adopted: 7/8/2013

Review Date: 7/8/2015
POLICY ON RECRUITMENT OF EX-OFFENDERS

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1. As an organisation using the Disclosure and Barring Service (DBS) checking service to assess applicants' suitability for positions of trust, Remedi complies fully with this policy and undertakes to treat all applicants for positions fairly. It undertakes not to discriminate unfairly against any subject of a DBS check on the basis of a conviction or other information revealed.
2. Remedi is committed to the fair treatment of its staff, potential staff or users of its services, regardless of race, gender, religion, sexual orientation, responsibilities for dependants, age, physical/mental disability, certain health conditions or offending background.
3. We actively promote equality of opportunity for all with the right mix of talent, skills and potential and welcome applications from a wide range of candidates, including those with criminal records. We select all candidates for interview based on their skills, qualifications and experience.
4. A DBS check is only requested after a thorough risk assessment has indicated that one is both proportionate and relevant to the position concerned. For those positions where a DBS check is required, all application forms, job adverts and recruitment briefs will contain a statement that a DBS check will be requested in the event of the individual being offered the position. **Please note- Currently ALL posts employed by Remedi on a paid and voluntary basis ARE assessed as requiring a DBS check to be undertaken.**
5. Where a DBS check is to form part of the recruitment process, we encourage all applicants called for interview to provide details of their criminal record at an early stage in the application process. We guarantee that this information will only be seen by those who need to see it as part of the recruitment process.
6. We ensure that all those in REMEDI who are involved in the recruitment process have been suitably trained to identify and assess the relevance and circumstances of offences. We also ensure that they have received appropriate guidance and training in the relevant legislation relating to the employment of ex-offenders, e.g. the Rehabilitation of Offenders Act 1974.
7. At interview, or in a separate discussion, we ensure that an open and measured discussion takes place on the subject of any offences or other matter that might be relevant to the position. Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of an offer of employment.
8. We make every subject of a DBS check aware of the existence of this policy and make a copy available on request.

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9. Should the DBS check include any offending history for the applicant it is Remedi policy to:-

Discuss this with the applicant in order to ascertain more detail
The Remedi Management Committee will, in all instances, decide on the suitability of making an offer of employment based on the nature of any offending the 'spent' or 'unspent' nature of any sentence, passage of time and circumstances of offending.

The contract host for the specific post (for example local authority, youth offending team, probation trust, police force) will, **in all instances**, reserve the right to reject any candidate they deem unsuitable on the basis of information contained in the DBS check.

The decision will be communicated to the applicant in writing as soon as possible.

10. Vetting:

A number of positions offered by Remedi are funded via the Police/Police and Crime Commissioner Offices. As such many of these roles are subject to police vetting being undertaken at a level dictated by the specific contracter.

There are different levels of vetting- the level of vetting clearance required will be dictated by the specific nature/responsibilities of the role. The contractor will specify the level of vetting check required and this, in all instances, is none negotiable.

10.1 Any applicant for a post subject to this requirement will be notified from the outset of that requirement.

10.2 Any offer of a post subject to this requirement will be subject to successful approval via the relevant Police force vetting process.

10.3 This decision will be final and will be communicated to the applicant at the earliest opportunity.

10.4 The administrative cost of all vetting checks will be met by Remedi

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Remedi: Organisational Risk Assessment

Background

Under SORP 2000, the trustees of all charities with a turnover over £250k on or after 1 January 2001 are required to report on risk management. A statement will need to be included in the annual report which confirms that “the major risks to which the charity is exposed, as identified by the trustees, has been reviewed and systems have been established to mitigate these risks”. A risk can be defined as an obstacle or threat to the organization, which could prevent it from achieving its objectives, and can stem from anything to do with the operation, management, structure, finances or assets of the charity.

The following risk assessment was carried out in July 2002 and reviewed annually in consultation with the Trustees and staff of REMEDI. Probability and impact are rated 1-5 (with 1 being low and 5 high), with weighting determined by multiplying the probability with the impact rating. (Minimum weighting is therefore is 1 and maximum is 25.)

RISK	PROBABILITY	IMPACT	WEIGHTING	POLICIES, PROCEDURES, & SYSTEMS TO MANAGE/ MITIGATE RISK
<i>Governance</i>				
Trustees unable to meet all requirements for good governance – including dealing with conflicts of interest	1	4	4	<ol style="list-style-type: none"> 1. Introduce more structured approach to induction for new members 2. Develop policy on conflicts of interest 3. Publish handbook for Trustees
Trustee membership insufficient to ensure adequate accountability	3	5	15	Proactive recruitment of Trustees throughout the year and especially in run-up to AGM
Inability to recruit/retain honorary officers	4	4	16	Succession planning by Chair and Director at least six months in advance
Inconsistency of governance/ management/ delivery between the four offices	3	3	9	Set up advisory group for each area (Barnsley/Sheffield and Rotherham / Doncaster to facilitate networking and local advice.
Trustees poorly/inadequately informed about work/developments	1	4	4	<ol style="list-style-type: none"> 1. Director’s bi-monthly reports to Board (planned/discussed in advanced with Chair) 2. Director ensures adequate papers/information provided at and in-between Trustees meetings 3. Board to maintain/develop role of Board/link members

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Inability to meet targets set in contracts with other agencies	2	5	10	Regular monitoring of referrals and reasons for changes in volume. Re-negotiate targets if inability to meet is out of our control.
Loss of strategic direction	1	4	4	Maintain rolling business plan, with major strategic reviews every 2 years.
Grants and payments under contracts insufficient to meet operational costs, especially staff and volunteer mediator costs	2	4	8	<ol style="list-style-type: none"> 1. Monitor receipts and expected income against current and expected expenditure at each Trustees meeting 2. Negotiate discrepancies with funders as soon as they are identified
Key/senior member of staff off work with little or no notice for sustained period due to illness or other factors	3	4	12	<ol style="list-style-type: none"> 1. Work targets /commitment clearly identified in Business Plan and at annual appraisal, aiding transfer of responsibilities to temporary/ acting appointee 2. Trustees' role to help identify best management solutions 3. Reserves set aside for temporary recruitment and salary costs
Key/senior member of staff leaving before replacement can be found	2	3	6	As above
Risk of employment-related disputes	3	4	12	<ol style="list-style-type: none"> 1. Regular reviews of staff contracts, HR policies and codes of practice documents 2. Take legal advice on above as appropriate 3. Ensure correct use of grievance and disciplinary procedures 4. Maintain legal assistance and expenses insurance cover
Inability to recruit new/replacement staff	1	4	4	<ol style="list-style-type: none"> 1. Regular review of recruitment & selection procedures 2. Identify trustees able to be involved in recruitment and selection
Inability to retain paid staff	2	4	8	<ol style="list-style-type: none"> 1. Review Staff development & training policy 2. Reviews of salaries and job descriptions to ensure equity both internally and with regard to the "market" in the field
Inability to recruit volunteer mediators	3	5	15	<ol style="list-style-type: none"> 1. Advertise (list), publicity prior to annual recruitment course 2. Involve waiting volunteers in local activity/induction
Inability to retain volunteer mediators	2	5	10	<ol style="list-style-type: none"> 1. Offer NVQ accreditation as an inducement to remain 2. Regular training and information events to promote and sustain interest
Failure to keep abreast of HR legislation	2	4	8	Maintain legal adviser presence on Trustee board

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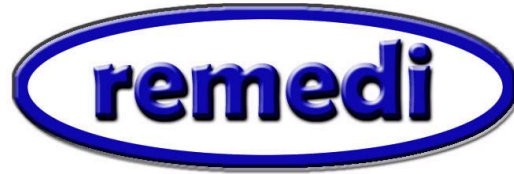
Finance / Insurance / Property				
Loss of major source of core funding	3	3	9	<ol style="list-style-type: none"> 1. Spreading /diversifying sources of income 2. Business Planning identifies action required to secure funds and areas of uncertainty 3. Sufficient reserves to sustain core staff for at least 3 months
Reserves insufficient to meet short-term obligations	1	4	4	<ol style="list-style-type: none"> 1. Increase free reserves in line with Trustees' policy, and review annually 2. Create and monitor overdraft facility
Inadequate financial reporting	1	5	5	<ol style="list-style-type: none"> 1. Trustees ensure appointment of competent Treasurer 2. Bi-monthly management reports scrutinised by Trustees 3. Treasurer and Director ensure appropriate reporting to Trustees on above
Inadequate financial planning	1	4	4	<ol style="list-style-type: none"> 1. Outline budgets prepared six months in advance as part of business plan 2. Areas of risk/uncertainty identified as part of business plan 3. Preliminary budget for following financial year to Trustees for scrutiny in January prior to approval in April 4. Budget reviews carried out at each meeting alongside management reports
Fraud and dishonesty by staff (e.g. false expenses claims, theft of petty cash)	1	3	3	<ol style="list-style-type: none"> 1. Maintain current cheque signature procedures (Trustees only for cheques over £250; Director and administrator on second account for small and expenses cheques (except theirs) 2. Fidelity insurance cover up to £25K 3. Expenses claims checked by line manager and administrator. Ensure monthly submission
Fraud and dishonesty by Trustees	1	3	3	<ol style="list-style-type: none"> 1. Maintain current cheque signature and authorisation procedures 2. Annual audit
Loss or obsolescence of property or assets				<ol style="list-style-type: none"> 1. Maintain an asset register of property owned or subject to return to funders. 2. Ensure asset register updated annually
Total/partial loss of IT hardware/network due to theft or fire	2	3	6	<ol style="list-style-type: none"> 3. All material backed up daily and one copy stored off premises 4. Take out computer data loss insurance
Total/partial damage to IT hardware/software/network due to virus, software malfunction etc	2	2	4	<ol style="list-style-type: none"> 1. Maintain/update anti-virus software on server 2. Maintain protocols for staff on downloading software from internet 3. All material on server backed up daily
Theft of property without forcible entry and thus not covered by insurance	2	4	8	Ensure external doors always locked when staff not on premises
Claims against Remedi for wrongful acts by staff	1	4	4	<ol style="list-style-type: none"> 1. Maintain public liability insurance cover 2. Maintain regular supervision of staff and volunteer mediators 3. Ensure all staff and volunteers aware of practice guidance in dealing
Inadequate insurance cover to meet all potential risks	1	4	4	1. Detailed annual review of adequacy of all insurances cover with brokers

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				2. Ensure all staff/volunteers have business use cover if drive as part of duties. Amend employment contracts and volunteers' guidance to draw attention to this.
Leases run out on premises and landlords unwilling to renew	1	3	3	Director checks at least three months before leases due to expire that landlord will renew
Current "free" occupation of Barnsley premises end	3	3	9	1. Reserves in budget for renting other accommodation 2. Negotiating increases in YOT fees or Home Office grant

Environmental / External				
Fluctuations in demand on the charity from statutory bodies or beneficiaries	3	3	9	1. Director maintains regular contact with statutory sector partners' managers 2. Director to monitor national/local trends and community safety strategy
Adverse publicity through acts of staff, volunteers or statutory sector officers	1	4	4	1. Director to ensure procedures issued to all contracted and sessional staff 2. Policy to be drafted on dealing with the media
Changes in Home Office policy or legislation or statutory agency practices adversely affecting service delivery or relationships with partners	3	5	15	1. Director and relevant statutory agency Committee members to monitor and raise as necessary. 2. Director develops and maintains links with Home Office funders and relevant ministers

Law/Regulation Compliance				
Breaches of charity/company law	2	4	8	Maintain legal adviser presence on Trustee Board
Fines for late delivery of accounts	1	2	2	Ensure auditors aware of any accounting problems at year end IT financial systems backed up
Claims under Data Protection Acts	1	3	3	1. Liaise with partners (Probation Service and Home Office) in identifying problem areas and taking steps to avoid breaches 2. Regular review of procedures in handling data
Breaches of Health and Safety legislation	2	4	8	Maintain PL and EL insurance cover and review amounts insured each year
Claims under SDA, RRA, DDA or HRA	2	5	10	Maintain legal expenses and assistance insurance and legal adviser presence on Trustee board



RESTORATIVE JUSTICE AND MEDIATION INITIATIVES

FINANCIAL PROCEDURES

Fixed Assets

- Purchase of assets are authorised by Management Committee unless part of a successful bid.
- Delivery checked by member of staff.
- Invoice processed and paid by Finance and Administration Manager/Finance & Admin Assistant.
- Disposal of an asset authorised by Local Office Manager, Finance and Administration Manager informed.
- Asset register kept by Finance and Administration Manager at Head Office.
- Asset register checked and updated on an annual basis.

Debtors

- List of outstanding invoices is kept and followed up on a monthly basis by Finance and Administration Manager/Finance & Admin Assistant.

Bank

- Unissued cheques are kept by Finance and Administration Manager in a locked filing cabinet.
- Signatures of 2 authorised trustees are required on all cheques.
- Cheques are written on receipt of invoice and kept together until arrangements can be made for trustee signatures.
- Second account set up to pay expenses to staff, volunteers and sessional staff - paid by BACS. Cheques to be signed by Director and Finance & Administration Manager.
- Cheques and cash are banked on the day they are received by Finance & Administration Manager/Finance & Admin Assistan.
- Bank reconciliation is done on a monthly basis by Finance & Administration Manager and signed off by Treasurer at Management Committee meetings every 2 months.
- Bank operates an automatic transfer between the 2 main accounts keeping a balance of £2000 in current account.

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Petty Cash

- Each local office has a petty cash tin with a float of [REDACTED] in Sheffield) which is controlled by local Administrator and kept in a locked cabinet/drawer.
- An appropriate receipt is attached to petty cash sheet when any money is used and item bought is logged on sheet and initialled by member of staff making entry.
- When float is nearly used petty cash sheet is totalled by local Administrator and sent to Finance and Administration Manager for checking and cheque drawn up to refill.
- Cheque cashed by Finance & Administration Manager and given to Administrator or other local member of staff in person.

Creditors

- Finance and Administration Manager/Finance & Admin Assistant has a file of outstanding invoices and writes cheques for signature when payment is due.

Funds Transfer

N/A

Accounting System

- All finance details and transactions are maintained by Finance & Administration/Finance & Admin Assistant on Quickbooks package (from April 2014).
- Computer has a password.

Other IT Systems

- Client Database is backed up on a monthly basis in each local office onto a memory stick and kept away from the office.

Production of Management Accounts

- Finance & Administration Manager produces the following reports for current financial year from Quickbooks for Treasurer to inform Management Committee meetings every 2 months:-
Total Costings to Date
Reserves
Training Income
- Any discrepancies are followed up and checked prior to the meeting by Treasurer and Finance & Administration Manager.

Income

- Potential funders identified by local office Manager or Director.
- Bids written by Director in most cases and approved by the Management Committee, prior to submission.
- Bid followed up by local Manager/Director/Finance & Administration Manager as and when required if deadline date has passed.
- Financial Monitoring and Evaluation completed by Finance & Administration Manager as dictated by Funder.

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- Invoices raised by Finance & Administration Manager/Finance & Admin Assistant to funders at appropriate intervals.
- Invoices are raised in numerical order.

Training Income

- Finance & Administration Manager/Finance & Admin Assistant advised when training has been delivered and an invoice is raised and issued.
- For training delivered at HQ (The Circle) an invoice is raised and sent when confirmation of place is sent to delegate.

Expenditure

- Order checked at local office and approved invoice is sent to Finance & Administration Manager for payment.
- Every invoice is entered onto quicken by Finance & Administration Manager/Finance & Admin Assistant.
- Cheque number, date and initial of Finance & Administration Manager/Finance & Admin Assistant is put on invoice.
- Invoice is allocated to correct fund.

Funds

- Restricted funds are checked on a regular basis by Finance & Administration Manager to ensure no overspend/underspend.
- A list is kept of restricted funds on Quickbooks.
- Processing of income and invoices from restricted funds is undertaken by Finance & Administration Manager.

Unrestricted Funds

- Remedi will endeavour to maintain a level of unrestricted reserves.

Trustees Remuneration and Expenses

- Management committee members are able to claim out of pocket (ie travel expenses) costs incurred whilst undertaking Remedi work.
- An expense sheet is completed, signed by member and approved by Chair/Secretary/Treasurer and a cheque drawn up by Finance & Administration Manager.
- Cheque should be signed by 2 different trustees to the person claiming expenses.

Payroll

- Any changes in staff hours are notified to Finance & Administration Manager/Finance & Admin Assistant.
- Hours are split to appropriate funder.
- Finance & Administration Manager submits monthly staff hourly payroll split to West Yorkshire Probation Trust (Remedi's payroll provider)
- Monthly salary details are entered on Quickbooks by Finance & Administration Manager/Finance & Admin Assistant.

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Additional clarifications sent to Remedi on 06/02/15

Hi [REDACTED],

Further to your clarifications please see the below response from [REDACTED]

The responses provided do not give us all the answers or assurances before the contract begins. However, I am mindful that we need to make progress and start the contract. But there are some things they need to do before the contract starts. They are:

- Write a vetting and barring policy to cover all paid and not paid staff. Anybody that works for Remedi needs to have an enhanced vetting and CRB check.
- Detailed implementation plan for the mobilisation period, what they have provided in their bid is not sufficient.
- Risk register to be developed to cover the implementation of the project-with traffic light rating

The above needs to be completed and provided to [REDACTED] via myself in advance of the proposed meeting next Thursday with [REDACTED].

Other things to be included in the implementation plan arising from the clarification questions:

- Development and signing off of RJ model-following consultation with Victim Support and CJ partners
- Development of risk assessment for Remedi and other providers to use as part of RJ hub
- Development of an information sharing protocol with partners
- It is still not clear how they will make the service accessible
- Management of safeguarding adults needs to be developed and common definition agreed on 'vulnerable adults' with VS and other partners.
- Information management policy to be developed to cover information obtain direct from victims and offenders and information shared by partners
- Business continuity plan to be developed

From the information provided they have mentioned that the Health and safety policy and lone working is attached. I cannot see it anywhere unless I am missing something. Similarly for 'Equalities Impact assessment'. Can these be resent?

If you would like to discuss any of the above in more detail you can contact [REDACTED] on 0115 967 0999 next week.

Kind regards,

[REDACTED] MCIPS
Senior Category Manager
Telephone: 0115 967 2310
Mobile: [REDACTED]

Part of the East Midlands Police Collaboration Programme

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Remedi Response received on 09/02/15



Lone-Working-Policy.docx



Health and Safety Policy.doc



Equality Impact Assessment.doc

Nottinghamshire OPCC: Clarifications

-Write a vetting and barring policy to cover all paid and not paid staff. Anybody that works for Remedi needs to have an enhanced vetting and CRB check.

Remedi Response:

1. Happy to develop a separate policy for Vetting and Barring if required- we would like further clarification as to why that is necessary however given the stated position in our existing policy-

10. Vetting:

A number of positions offered by Remedi are funded via the Police/Police and Crime Commissioner Offices. As such many of these roles are subject to police vetting being undertaken at a level dictated by the specific contractor.

There are different levels of vetting- the level of vetting clearance required will be dictated by the specific nature/responsibilities of the role. The contractor will specify the level of vetting check required and this, in all instances, is none negotiable.

2. Can confirm that all paid and unpaid staff have always and will continue to be DBS (replaced CRB) checked as a matter of routine.
3. We need to clarify with you however the stated requirement above that ALL personnel are, in addition to DBS checks, 'enhanced vetted' by the Police. To date with regard to OPCC contracts- any and all personnel with-unsupervised access to Police premises and/or access to Police data systems are subject to Police vetting procedures (at level 3 'enhanced').

We need to clarify with yourselves that this is the case in Nottinghamshire or, as stated above, that ALL paid and unpaid staff (the vast majority of which will neither access Police premises or have access to Police data systems) have to be enhanced vetted?

If so that constitutes an additional £[REDACTED] cost implication.

-Detailed implementation plan for the mobilisation period, what they have provided in their bid is not sufficient.

Please see table 'Implementation Plan' below

-Risk register to be developed to cover the implementation of the project-with traffic light rating

Please see 'Implementation Risk Register below'

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Nottinghamshire OPCC- Restorative Justice Implementation Plan

Dates	Implementation plan
w/c 02/02/15	Actions pending final contract agreement: <ul style="list-style-type: none"> - Preparation of recruitment advertisements - Office accommodation identified - Office set up costs finalized
w/c 09/02/15	<ol style="list-style-type: none"> 1. Recruitment advertising begins- Positions for 1 f/time co-ordinator, 1 f/time administrator, 2 f/time restorative practitioners and 30 x volunteer restorative support workers to be advertised. <ul style="list-style-type: none"> - Contact Community Voluntary Services across County for support in recruiting volunteers - Social media campaign to promote posts - RJ networks (RJC etc) mobilized to promote posts 2. Agree contract for new office accommodation, order furniture and IT equipment. 3. Arrange meeting with OPCC. 4. Make initial contacts with key partner organisations to arrange meeting dates, this will include; victim services, police, probation, CRC, Courts, youth offending teams, local authorities, prisons and other RJ providers. 5. Contact management of Rebuild to discuss TUPE of its operations and 2 members of staff- meeting to be arranged with staff concerned.
w/c 16/02/15	<ol style="list-style-type: none"> 1. Organise office infrastructure- systems/database/filing systems etc 2. Initial meetings with key partner agencies- Priorities: <ol style="list-style-type: none"> 2a) Clarify referral routes and delivery plan with Victim Support and OPCC and agree plan. Agree definitions of vulnerability and specific of 'enhanced' service provision for victims classified as such and ratify risk assessment protocol. 2b) Clarify referral routes, delivery plan and requirements of information sharing protocol with Nottinghamshire Police 2c) Clarify referral routes, delivery plan and requirements of information sharing protocol with National Probation Service (Nottinghamshire Court Teams particularly) 2d) Agree mechanisms with referring agencies to feedback on progress and outcome of cases. <p>Note: All of the above meetings to include agreement of any required training for partner agency staff/volunteers and identification of a named representative from each agency to be part of the RJ strategy group/RJ Hub.</p> <p>Please see additional * Note below this table regarding the requirements of the proposed project plan and Information Sharing needs for each key agency.</p>
w/c 23/02/15	<ol style="list-style-type: none"> 1. Continue meetings as identified in point (2) above 2. Recruitment interviews for all contracted posts take place 3. Re advertise posts if required

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	4. Finalise office set up
w/c 02/03/15	1. Continue meetings with all key partner agencies to - promote the availability of service and referral mechanisms. 2. Staff offered posts commence notice periods with existing employers
From w/c 09/03/15	1. Finalise information sharing agreements with Police, VS and NPS 2. Continue meetings with all key partner agencies to - promote the availability of service and referral mechanisms. 3. Training identified in week 1 of the project for partner agency staff/volunteers to be undertaken
18.03.15	Deadline for all Information Sharing Protocol agreements to be signed off
w/c 23.03.15	First pool of volunteers trained (Minimum 12 volunteers trained)
01.04.15	All new personnel start. Induction training 1 st /2 nd April (Including TUPE personnel)
w/c 06.04.15	7 th /8 th /9 th /10 th Full Remedi Restorative Justice skills training for all new personnel (including TUPE personnel)
w/c 13.04.15	Operational commencement- initial referrals accepted. (Existing experienced practitioners available to co-facilitate and support initial cases)
24.04.15	1. Review of first month of operational activity and action plan to address any issues identified agreed with OPCC and relevant key partners. 2. First meeting of the RJ strategy/Restorative Hub to take place.
w/c 27/04/15 onwards	1. Monitor and review performance and service outputs/outcomes and undertake evaluatory analysis of such for feedback to OPCC.

*** Note:**

**Proposed plan - Implications for key agencies and outline requirements of individual information sharing agreements-
(We recognize that this is subject to agreement with OPCC/Victim Services)**

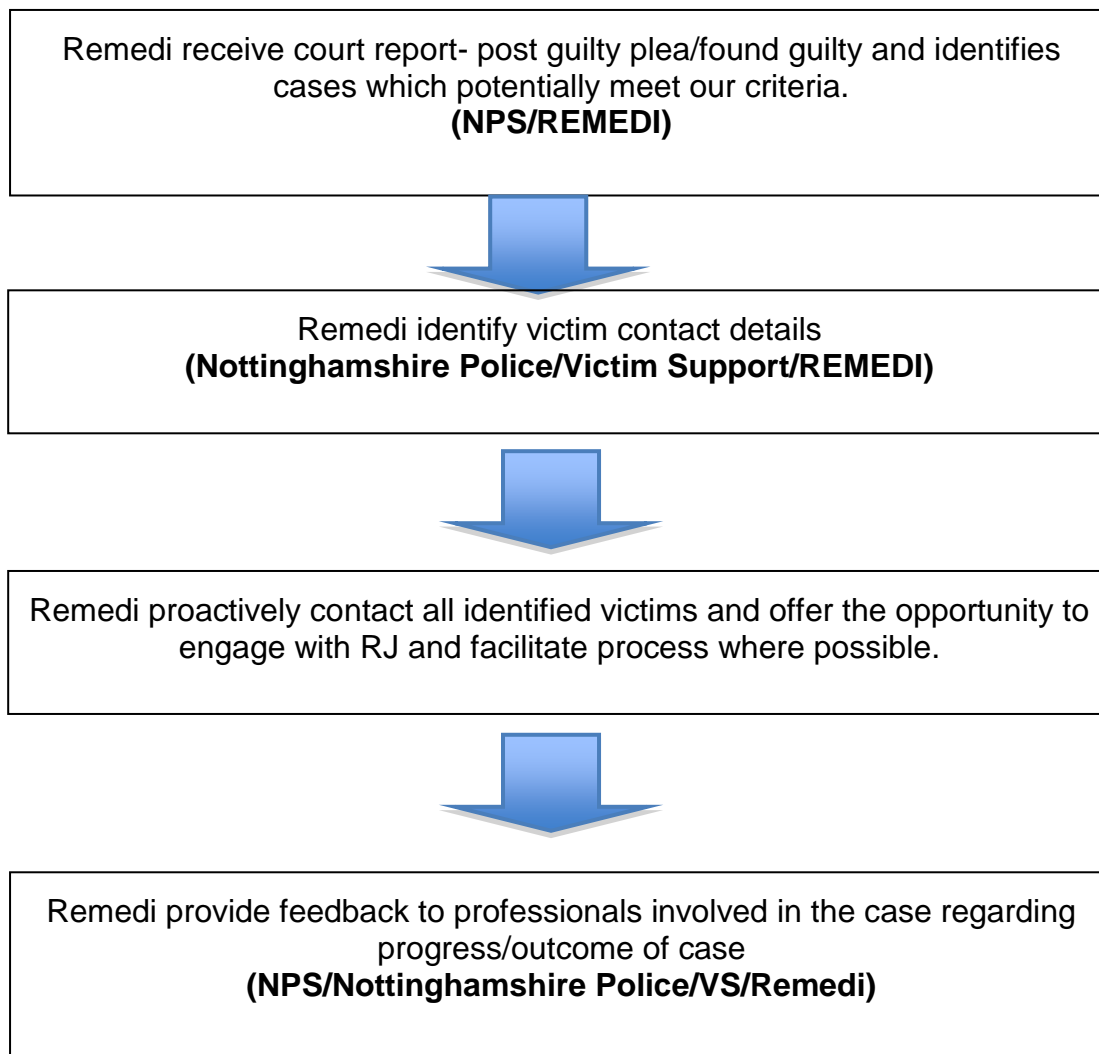
Agency	Implication of proposed plan/Information Sharing Agreement Needs
NPS/Court Team	We would need the NPS court team to secure email us all court outcome reports for the county post sentence- Offender/offence details, sentence received, sentencing court plus agreement for us to report back in regard to case progress and case outcome.
NPS Victim Contact Unit	We would need an agreement with the NPS Victim Unit to enable direct referrals from them into our service for any victim they are supporting wishing to engage with RJ.
Nottinghamshire Police	For the proposal as outlined we would need- <ul style="list-style-type: none"> • Agreement to have our Administrator and Cooridnator Level 3 Police Vetted. • Agreement to locate our Administrator within a suitable Police venue (witness care unit for example) • Agreement to allow Administrator and Coordinator to access

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	<p>relevant Police databases in order to identify victim contact details.</p> <ul style="list-style-type: none">• Information sharing protocol to enable Administrator to secure email victim details to Remedi Practitioner.• Information sharing protocol to enable Remedi practitioner to make contact with the victim to offer the opportunity to take part in RJ.
Victim Support	<p>Please see above Plus- Information sharing agreement to enable referral directly from VS staff and volunteers supporting victims who have an expressed an interest in pursuing RJ.</p>

The flowchart below depicts the above process in a simplified version.

Remedi RJ Procedure.



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Service Accessibility to Victims:

By adopting the above model of delivery Remedi would make an offer of RJ involvement to all identified victims of adult crime processed through Nottinghamshire Courts.

Exclusion criteria- Domestic violence, sexual offences, cases with no identifiable victim (eg Possession/Public Order)

Note : DV and sexual offences cases will not be contacted automatically via the above process but would be offered RJ via Remedi liaison with identified specialist support workers- IDVA, ISVA, Police liaison, Probation Victim Unit etc.

Please see the flowcharts in the original tender application for a more detailed breakdown of suggested process.

RISK REGISTER- Implementation of the Service

ID	RISK	CONSEQUENCE	CONTROL MEASURE	LIKELIHOOD	RATING
1	Failure to secure Information sharing agreements (Police/NPS/VS)	MAJOR	<ol style="list-style-type: none"> 1. Precedence in other geographic locations 2. Statutory requirements of VCOP 3. Flexibility of approach- more than 1 option 	UNLIKELY	LOW
2	Failure to recruit suitable personnel	MAJOR	<ol style="list-style-type: none"> 1. Proactive recruitment approach- local networks/social media 	UNLIKELY	LOW
3	Loss of IT (data)	MAJOR	<ol style="list-style-type: none"> 1.Data security training for all personnel 2.Password protected databases 	UNLIKELY	LOW
4	Loss of key staff	MODERATE	<ol style="list-style-type: none"> 1.Workload for 'live' cases spread across staff team 2.Line management support available from other offices if required. 	RARE	LOW

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			3. History of low staff turnover		
5	Service user assaulted by service user	MAJOR	1. Risk assessment training 2. Risk assessment process gate kept by local management 3. NO incident in 18yrs of practice	UNLIKELY	LOW
6	Personnel assaulted by service user	MAJOR	1. Risk assessment training 2. Risk assessment process gate kept by local management 3. Lone working policy in place 4. Safe working training undertaken with all personnel	UNLIKELY	LOW
7	Service User dissatisfaction with service	MAJOR	1. Staff training-managing expectations 2. Staff training-service user transparency 3. Open communication throughout involvement with the service	RARE	LOW

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Additional documentation received from Remedi on 14/02/15



Notts Chart.doc



Vetting and Barring
Policy.doc

The vetting and barring policy is to undergo further amendments to be agreed with the OPCC prior to being utilised

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Schedule 3 Pricing Schedule

Costing Breakdown for Period 1st February 2015 to 31st March 2015

Area of Expenditure	Detail	Cost
Recruitment costs		
Training Costs		
Accommodation Costs		
IT Costs		
Staffing		
Expenses		
Management Costs		
TOTAL		

Area of Expenditure	Detail	Cost
Staffing Costs		
Accommodation Costs		
Expenses		
IT Costs		
Literature/Promo Materials		
Management Cost		
TOTAL		

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**Schedule 4
Special Terms and Conditions (if applicable)**

Not applicable

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Schedule 5 Standard Terms and Conditions

Purchase of Services with a value above the EU Threshold

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SECTION A - GENERAL PROVISIONS

1 Definitions and Interpretation

- 1.1 In the Contract unless the context otherwise requires the following terms shall have the meanings given to them below:
- 1.1.1 "Agreed Equality Policy" means the equality and diversity policy entitled "Agreed Equality Policy" as negotiated and agreed by the parties and attached to the Contract.
 - 1.1.2 "Approval" means the written consent of the Customer and "Approved" shall be construed accordingly.
 - 1.1.3 "Assignee" has the meaning given to that expression in clause 36.4.
 - 1.1.4 "Commencement Date" means the date specified as such in Section 2 of the Contract Schedule.
 - 1.1.5 "Contract" means this written agreement between the Customer and the Contractor consisting of the Contract Schedule, these Terms and Conditions, the Schedules and all other documents attached to the Contract Schedule.
 - 1.1.6 "Contract Information" means the contents of the Contract, information regarding the Tender process for the Contract and information on the amounts paid to the Contractor under the Contract.
 - 1.1.7 "Contracting Authority" means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006.
 - 1.1.8 "Contractor" means the person, firm or company identified in Section 2 of the Contract Schedule.
 - 1.1.9 "Contractor's Provisional Staff List" means a list prepared and updated by the Contractor of all the Staff engaged (in whatever capacity) in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list.
 - 1.1.10 "Contractor's Final Staff List" means the list of all the Staff engaged (in whatever capacity) in or wholly or mainly assigned to the provision of the Services or any part of the Services at the End Date.
 - 1.1.11 "Contract Period" has the meaning set out in Section 2 of the Contract Schedule.
 - 1.1.12 "Contract Price" means the price (exclusive of any applicable VAT), payable to the Contractor by the Customer under the Contract, as set out in Schedule 3 (Pricing), for the full and proper performance by the Contractor of its obligations under the Contract but before taking into account the effect of any adjustment of price in accordance with clause 21 (Price Adjustment).
 - 1.1.13 "Customer" means the Chief Constable and/or Police and Crime Commissioner identified in Section 2 of the Contract Schedule.
 - 1.1.14 "Customer Contact" means the individual(s), whether a contract manager, category consultant or otherwise, who are to act as the day to day point of contact for communications from the Contractor to the

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Customer in relation to the Contract, being the individual(s) identified in Section 2 of the Contract Schedule or otherwise notified to the Contractor from time to time.

- 1.1.15 “Customer Material” has the meaning set out in clause 33.1.
- 1.1.16 “Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.
- 1.1.17 “End Date” means the date on which an Exit Employee becomes employed by the Customer or a Replacement Contractor or a sub-contractor thereof (as the case may be), by virtue of the TUPE Regulations.
- 1.1.18 “Entrance Employee(s)” means any person whose contract of employment transfers under the TUPE Regulations to the Contractor or a Sub-contractor on the date of and by virtue of Service Commencement, being all those persons who are listed in Schedule 8 (Entrance Employees).
- 1.1.19 “Exit Employee(s)” means any person:
- (a) who is engaged in the provision of the Services when the Contractor or any Sub-contractor ceases for whatever reason, whether directly or indirectly, to provide the Services or any part of them; and
 - (b) whose contract of employment has effect by virtue of the TUPE Regulations as if originally made between such person and the Customer or a Replacement Contractor or a sub-contractor of a Replacement Contractor (as the case may be).
- 1.1.20 “Force Majeure” means in relation to either Party any event which is beyond the reasonable control of that Party and which materially and adversely affects its ability to perform its obligations under the Contract, but excluding any one or more of the following:
- (a) any event which is caused by or attributable to any wilful act or omission or any negligence by the Party in question or any of its personnel (including all Sub-contractors and Staff in the case of the Contractor) and/or any breach by that Party of any of its obligations under the Contract;
 - (b) any event to the extent that it could have been prevented or avoided, or its adverse impact could have been mitigated, through the exercise by the Party in question of Good Industry Practice, including the establishment and implementation of appropriate disaster recovery or business contingency arrangements;
 - (c) any lack of funds by the Party in question;
 - (d) any failure on the part of a Sub-contractor of the Party in question, unless that failure was in turn attributable to an event of the

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kind which would fall within, and not be excluded from, the preceding parts of this definition (if references in those preceding parts to the Party in question were references to the relevant Sub-contractor).

- 1.1.21 “Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill, diligence, prudence and foresight which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the same or a similar type of undertaking as the relevant Party under the same or similar circumstances, seeking in good faith to comply with its contractual and other obligations.
- 1.1.22 “Intellectual Property Rights” means patents, inventions, trademarks, service marks, logos, design rights (whether registerable 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 registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
- 1.1.23 “Key Personnel” means those persons (if any) named in the Specification as being key personnel.
- 1.1.24 “Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.
- 1.1.25 “Outgoing Contractor” means any employer of the Entrance Employees immediately prior to the date of Service Commencement.
- 1.1.26 “Party” means the Customer and/or the Contractor (as the context requires).
- 1.1.27 “Premises” means the location(s) where the Services are to be performed, as set out in the Specification.
- 1.1.28 “Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or any other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1 (Specification).
- 1.1.29 “Receipt” means the physical or electronic arrival of the invoice at the address of the Customer detailed in Section 2 of the Contract Schedule or at any other address given by the Customer to the Contractor for the submission of invoices, provided that if any such invoice arrives on a day that is not a Working Day or after 5.00pm on a Working Day, then it shall not be deemed to have been received until 10.00am on the next following Working Day.
- 1.1.30 “Regulatory Bodies” means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of

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practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in the Contract or any other affairs of the Customer and "Regulatory Body" shall be construed accordingly.

- 1.1.31 "Replacement Contractor" means any third party service provider of Replacement Services appointed by the Customer from time to time.
- 1.1.32 "Replacement Services" means any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry or termination of the Services, whether those Services are provided by the Customer internally and/or by any third party.
- 1.1.33 "Required Insurances" has the meaning given to that expression in clause 44.4.
- 1.1.34 "Service Credits" means the sum of 2% of the total Charges incurred in the preceding month to the month of the relevant Service Failure.
- 1.1.35 "Service Failure" means a failure to deliver any part of the Services in accordance with the Service Levels.
- 1.1.36 "Service Levels" means the levels of service required to be provided, as described in Schedule 1 (Specification).
- 1.1.37 "Services" means the services to be supplied as specified in the Specification.
- 1.1.38 "Services Commencement" means the commencement of the provision of the Services by the Contractor.
- 1.1.39 "Specification" means the description of the Services to be supplied under the Contract as set out in Schedule 1 (Specification) including, where appropriate, the Key Personnel, the Premises, the Service Levels and the Quality Standards.
- 1.1.40 "Staff" means all employees, staff, workers, agents and consultants of the Contractor, and of any Sub-contractor or other third party with whom the Contractor contracts in order to source the Services or any part of them, who are engaged in the provision of the Services from time to time.
- 1.1.41 "Staff Expenses" means any expenses in connection with the engagement of Staff, including wages and salaries, bonuses, commissions, expenses, sick pay, maternity pay, holiday pay (including accrued but unused holiday entitlement) income tax, national insurance contributions and contributions to occupational or personal pension schemes.
- 1.1.42 "Staffing Information" means in relation to all persons detailed on the Contractor's Provisional Staff List, such information as the Customer may reasonably request (subject to the Data Protection Act 1998), but including in an anonymised format:
 - (a) their ages, dates of commencement of employment or engagement and gender;
 - (b) details of whether they are employees, workers, self-employed,

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contractors or consultants, agency workers or otherwise and whether they have previously worked for a public sector organisation;

- (c) the identity of their employer or relevant contracting party;
- (d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- (e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
- (f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work;
- (i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals); and
- (j) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and details of any current industrial disputes and claims for recognition by any trade union.

1.1.43 "Sub-contractor" means any sub-contractor or agent of the Contractor.

1.1.44 "Tender" means the document(s) submitted by the Contractor to the Customer in response to the Customer's invitation to suppliers for formal offers to supply it with the Services.

1.1.45 "Transferee" has the meaning given to that expression in clause 36.10.

1.1.46 "TUPE Regulations" means the Transfer of Undertaking (Protection of Employment) Regulations 2006.

1.1.47 "Variation" has the meaning given to it in clause 38.1 (Variation).

1.1.48 "VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

1.1.49 "Working Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2 The interpretation and construction of the Contract shall be subject to the following provisions:

1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.2 words importing the masculine include the feminine and the neuter;

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- 1.2.3 reference to a clause is a reference to the whole of that clause unless stated otherwise;
- 1.2.4 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 enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.6 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

2 Customer’s Obligations

- 2.1 Save as otherwise expressly provided, the obligations of the Customer under the Contract are obligations of the Customer in its or their capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its or their duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Customer to the Contractor.

3 Contract Period

- 3.1 The Contract shall remain in force throughout the Contract Period unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated or extended.

4 Contractor’s Status

- 4.1 At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

5 Notices

- 5.1 Except as otherwise expressly provided within the Contract, no notice or consent required or permitted to be given by one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.
- 5.2 Any notice or consent which is to be given by either Party to the other shall only be valid if given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission (confirmed by letter). Such letters shall be addressed to the other Party at the address for that Party set out in Section 2 of the Contract Schedule. Any such notice or consent shall be deemed to have been duly received:

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- 5.2.1 if hand delivered, at the time of actual delivery;
- 5.2.2 if dispatched by first class post, recorded delivery or special delivery, two Working Days after the day on which the relevant letter was posted to the correct address;
- 5.2.3 if dispatched by facsimile transmission, 4 hours after successful transmission to the correct number;

Provided in each case that if the deemed receipt time occurs either on a day that is not a Working Day or after 5.00pm on a Working Day, then the notice or consent in question shall not in fact be deemed to have been received until 10.00am on the next following Working Day (such times being local time at the address of the recipient).

- 5.3 Either Party may change its address for service by serving a notice in accordance with this clause.
- 5.4 At the same time as giving any notice or other communication to the Customer in accordance with clauses 5.2 and 5.3, the Contractor shall provide a copy of the relevant notice or communication to the Customer Contact (or where there is more than one, to both of them) using the email address or fax number set out in Section 2 of the Contract Schedule or otherwise notified to the Contractor for these purposes from time to time.

6 Inspection of Premises

- 6.1 Save as the Customer may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting the Tender and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

7 Mistakes in Information

- 7.1 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Contractor in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

8 Conflicts of Interest

- 8.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Customer under the provisions of the Contract.
- 8.2 The Contractor shall promptly notify the Customer and provide the Customer with full particulars or as much detail as it is able to in circumstances where any conflict referred to in clause 8.1 arises or is reasonably foreseeable.
- 8.3 The Customer reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer pursuant to this clause shall not

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prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

SECTION B - PROVISION OF SERVICES

9 The Services

- 9.1 The Contractor shall provide the Services during the Contract Period in accordance with the Customer's requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price.
- 9.2 If the Customer informs the Contractor in writing that the Customer reasonably believes that any part of the Services does not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a Default by the Customer, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Customer.

10 Provision and Removal of Equipment

- 10.1 The Contractor shall provide (or procure the provision of) all the tools and equipment necessary for the performance of the Services.
- 10.2 The Contractor shall not deliver any tools or equipment nor begin any of the Services without obtaining prior Approval.
- 10.3 On completion of any specific Services, on request and on termination or expiry of the Contract, the Contractor shall remove its plant, equipment and unused materials from the Premises and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained therein, other than fair wear and tear, which is caused by the Contractor or any Staff.

11 Manner of Carrying Out the Services

- 11.1 Where applicable the Contractor shall maintain accreditation with the relevant industry authorisation body.
- 11.2 The Contractor shall ensure that all Staff providing the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper provision of the Services.

12 Service Levels

- 12.1 The Contractor shall perform the Services so as to meet or exceed the Service Levels at all times.
- 12.2 The Contractor shall provide the Customer with reports detailing its performance in respect of each Service Level monthly.
- 12.3 If there is a Service Failure, the Contractor shall:
- 12.3.1 notify the Customer of the Service Failure as soon as it becomes aware (or should have reasonably become aware of it);
 - 12.3.2 at its own cost, deploy such reasonable additional resources and take such reasonable remedial action as is necessary to rectify or to prevent the Service Failure from recurring; and

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- 12.3.3 automatically credit the Customer with the applicable Service Credits. Service Credits shall either be shown as a deduction from the amount due from the Customer to the Contractor in the next invoice then due to be issued under the Contract, or the Contractor shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Contractor as a debt within 7 days of issue of the credit note.

13 Contractor's Staff

- 13.1 The Customer may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises:

- 13.1.1 any member of the Staff; or

- 13.1.2 any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

- 13.2 At the Customer's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.
- 13.3 The Contractor shall ensure that its Staff, engaged on the Premises, comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- 13.4 The Contractor acknowledges that the Customer shall be free to search any member of Staff and shall procure that its Staff co-operate fully with the Customer for these purposes. The Contractor shall also ensure that all of its Staff carry out their duties and act while on the Premises or while performing the Services in an orderly and appropriate manner, having regard to the nature of their duties and that they shall at all times be dressed appropriately in view of their job category and/or the Services they are to perform.
- 13.5 Any access to, or occupation of, the Premises which the Customer may grant the Contractor from time to time shall be on a non-exclusive licence basis free of charge. The Contractor shall use the Premises solely for the purpose of performing its obligations under the Contract and shall limit access to the Premises to such Staff as is necessary for that purpose. The Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on the Premises as the Customer may reasonably request.
- 13.6 If and when requested by the Customer, the Contractor shall procure (in respect of its Staff) from each person identified by the request a signed statement that he understands that the Official Secrets Acts 1911 to 1989 applies to him both during the carrying out and after expiry or termination of the Contract.
- 13.7 The Contractor shall ensure that its Staff (and shall procure that the staff of any Sub-contractor) are paid at least the national minimum wage in accordance with the National Minimum Wage Act 1998.

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14 Key Personnel

- 14.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Customer. The Key Personnel shall be responsible for performing those roles referred to in the Specification.
- 14.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- 14.3 Any replacements to the Key Personnel shall be subject to the agreement of the Customer. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 14.4 The Customer shall not unreasonably withhold its agreement under clause 14.2 or clause 14.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

15 Provision of Information

- 15.1 Without prejudice to any other provisions in the Contract, the Contractor shall provide such information (including the information set out in Schedule 7 (Monitoring) (if used)) in relation to the performance of its obligations and compliance with the Law required under the Contract (including information in respect of claims, progress against relevant timescales or milestones and information required by the Customer for the purposes of re-tendering provision of the Services) as the Customer may reasonably request from time to time, such information to be provided in the format and within the timescales reasonably specified by the Customer. The Contractor shall ensure that all such information is accurate and complete and, in respect of any information required by the Customer for re-tendering purposes, shall notify the Customer without delay of any changes to information previously provided to the Customer.

16 Procurement by the Contractor

- 16.1 In so far as the Contractor procures any goods, services or works from any third party on behalf of the Customer (acting as the Customer's agent), then it shall do so in accordance with:
 - 16.1.1 the Customer's standing orders and any other reasonable instructions given by the Customer; and
 - 16.1.2 the Public Contracts Regulations 2006 and all other Laws governing public procurement as if the Contractor was itself a Contracting Authority within the meaning of those Laws.

17 Contract Performance

- 17.1 The Contractor shall perform its obligations under the Contract:
 - 17.1.1 with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - 17.1.2 in accordance with Good Industry Practice; and
 - 17.1.3 in compliance with all applicable Laws.

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- 17.2 The Contractor acknowledges that the Customer relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract.
- 17.3 Throughout the Contract Period, the Contractor shall:
- 17.3.1 have at all times all licences, approvals and consents necessary to enable the Contractor and Staff to perform the Services;
 - 17.3.2 not, in the performance of its obligations under the Contract, in any manner endanger the safety or unlawfully interfere with the safety or convenience of the public.

SECTION C - PAYMENT AND CONTRACT PRICE

18 Contract Price

- 18.1 In consideration of the Contractor's performance of its obligations under the Contract, the Customer shall pay the Contract Price in accordance with clause 19 (Payment and VAT).
- 18.2 The Customer shall, in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

19 Payment and VAT

- 19.1 Unless otherwise specified in Schedule 3 (Pricing), the Customer shall pay all sums due to the Contractor within 30 days of Receipt of a valid invoice, submitted monthly in arrears.
- 19.2 The Contractor shall ensure that each invoice contains the information set out in clause 23 and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice. Without prejudice to the generality of the previous sentence, the Contractor shall ensure that each invoice contains details of the appropriate purchase order issued by the Customer in respect of the Services in question, unless the Customer has confirming in writing that such details are not required.
- 19.3 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the Sub-contractor within a specified period not exceeding 30 days from the Receipt of a valid invoice.
- 19.4 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.
- 19.5 The Contractor shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause 19.5 shall be paid by the Contractor to the Customer not less than 5 Working Days before the date upon which the tax or other liability is payable by the Customer.
- 19.6 The Contractor shall not suspend the performance of the Services unless the Contractor is entitled to terminate the Contract under clause 47.3 (Termination

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on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced, such interest to accrue on a daily basis at the rate of 2% per annum above the Bank of England base rate from time to time.

20 Recovery of Sums Due

- 20.1 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum 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 Customer.
- 20.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 20.3 The Contractor shall make all payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Contractor.
- 20.4 Unless otherwise specified in the Contract, any sum payable by the Contractor to the Customer under the Contract or by either Party to the other under clause 20.2 shall be paid in cleared funds, within 5 (five) Working Days of a demand for the same being notified by the recipient Party to the paying Party, to such bank or building society account as the recipient Party may from time to time direct.

21 Price adjustment

- 21.1 The Contract Price shall only be adjusted to such extent and in such manner (if at all) as is specified in Schedule 3 (Pricing).

22 Euro

- 22.1 Any requirement of Law to account for the Services in Euro, (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Contractor free of charge to the Customer.

23 Form of Invoice

- 23.1 Unless otherwise agreed in writing by the Customer, all invoices shall include the following information:
- 23.1.1 the Contract number;
 - 23.1.2 the specification number;
 - 23.1.3 an invoice number;
 - 23.1.4 the project number;
 - 23.1.5 a detailed description of the Services;
 - 23.1.6 a detailed description of any recoverable expenses and the amounts of such;
 - 23.1.7 the location, date or time period of performance of the Services;

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- 23.1.8 the Contractor's VAT number;
 - 23.1.9 the amount due exclusive of VAT, other duty or early settlement discount;
 - 23.1.10 the VAT rate and VAT amount;
 - 23.1.11 the amount of any other duty or early settlement discount;
 - 23.1.12 the amount of any Service Credits to be deducted;
 - 23.1.13 the amount due inclusive of VAT, Service Credits and any other duty or early settlement discount;
 - 23.1.14 the source/name of the person at the Customer responsible for the order to which the invoice relates;
 - 23.1.15 the source of authorisation of payment;
 - 23.1.16 details of the Contractor's BACS details or other method of payment;
 - 23.1.17 the Contractor's contact details; and
 - 23.1.18 the date of the invoice.
- 23.2 The Contractor shall ensure that each invoice is supported by any other documentation reasonably requested by the Customer to substantiate the invoice.
- 23.3 The Contractor will be notified of the relevant invoice addresses prior to the commencement of the Contract.

SECTION D - STATUTORY OBLIGATIONS AND REGULATIONS

24 Prevention of Corruption

- 24.1 The Contractor or anyone associated with the Contractor shall not:
- 24.1.1 offer or give, or agree to give, to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Customer or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.
 - 24.1.2 commit any offence under the Prevention of Corruption Acts 1889 to 1916, or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or any other contract with the Customer
- 24.2 For the purpose of this clause 24, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Contractor includes, but is not limited to, any Sub-contractor.
- 24.3 The Contractor warrants that it has not paid commission or agreed to pay commission to the Customer or any other public body or any person employed

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by or on behalf of the Customer or any other public body in connection with the Contract.

- 24.4 If the Contractor, its Staff or anyone acting on the Contractor's behalf, engages in conduct prohibited by clause 24.1 or clause 24.3, the Customer may:
- 24.4.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the provision of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; or
 - 24.4.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of those clauses.
- 24.5 Any dispute, difference or question arising in respect of the interpretation of this clause including the right of the Customer to terminate this Agreement, shall be decided by the Customer, whose decision shall be final and conclusive.

25 Prevention of Fraud

- 25.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by Staff and the Contractor (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.
- 25.2 The Contractor shall notify the Customer immediately if it has reason to suspect that any fraud in relation to any contract with the Customer has occurred or is occurring or is likely to occur.
- 25.3 If the Contractor or its Staff commits fraud in relation to the Contract or any contract with the Customer, the Customer may:
- 25.3.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the provision of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; or
 - 25.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

26 Discrimination

- 26.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability and Discrimination Act 1995, the Human Rights Act 1998, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, provisions of the Equality Act 2010 or any other relevant or equivalent legislation (including any equivalent legislation from time to time in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the

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Contractor or any of its Staff or Sub-contractors) or any statutory modification or re-enactment thereof.

- 26.2 The Contractor shall take all reasonable steps to secure the observance of the provisions of clause 26.1 by all Staff of the Contractor and all Sub-contractors engaged in the execution of the Contract.
- 26.3 The Contractor shall and shall ensure that all its Sub-contractors (if any) comply with obligations set out in the Agreed Equality Policy or has and complies with an equality and diversity policy which is substantially the same as the Agreed Equality Policy.
- 26.4 Where a Sub-contractor has, pursuant to clause 26.3 or otherwise, adopted an equality and diversity policy, the Contractor shall:
- 26.4.1 procure that each of its direct Sub-contractors provides; and
 - 26.4.2 in respect of other tiers of Sub-contractors beneath the Contractor's direct Sub-contractors, use reasonable endeavours to procure that those indirect Sub-contractors provide,

a copy of its Agreed Equality Policy (and any amendments thereto) to the Customer or its nominee with 28 days of a written request from the Customer.

27 The Contracts (Rights of Third Parties) Act 1999

- 27.1 Save as set out in clause 55.16, 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, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- 27.2 No consent of the Replacement Contractor (or any sub-contractor of a Replacement Contractor) is necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of the Contract or any one or more clauses of it.

28 Environmental & Ethical Requirements

- 28.1 The Contractor shall perform its obligations under the Contract in accordance with the spirit and objectives of the Customer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 28.2 The Customer is committed to ensuring that workers employed or engaged in its supply chains throughout the world are treated fairly, humanely and equitably and to this end the Contractor shall comply, and shall ensure that its Sub-contractors comply, in relation to all workers employed or engaged by it directly or indirectly in connection with the performance of the Services, with the policies, procedures and requirements of the International Labour Organisation the United Nations Universal Declaration of Human Rights and the Ethical Trading Initiative ("ETI") Base Code or an equivalent code of conduct (the "Ethical Sourcing Principles").
- 28.3 If they have not already done so as soon as practicable following the

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Commencement Date the Contractor shall register with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Contractor will permit and enable the Customer to have access to the information relating to the Contractor that subsists in such ethical supplier database for the Contract Period.

- 28.4 For the Contract Period, if the Customer has reasonable cause to believe that the Contractor is not complying with any of the Ethical Sourcing Principles, then the Customer shall notify the Contractor and the Parties shall agree, within six months of the notice (or such other period agreed by the Parties in writing) an action plan with appropriate timeframes for compliance by the Contractor (the "Action Plan"). The costs of the creation and implementation of the Action Plan shall be borne by the Contractor.
- 28.5 For the Contract Period the Customer may require the Contractor to undertake audits using a reputable auditor (approved by the Customer) to verify whether the Contractor is complying with the requirements of clauses 28.1 to 28.3. The costs of the audit shall be borne by the Customer.
- 28.6 In so far as the Contractor or any of its Sub-contractors or Staff dispose of any waste goods or other items (including electronic products) in the course of or in connection with the performance of the Contractor's obligations under the Contract, the Contractor shall ensure that those goods or other items are disposed of in an environmentally friendly manner and in accordance with all applicable EU and UK Law, including (where applicable) the Environmental Protection Act 1990 and the Waste Electrical and Electronic Equipment Regulations 2006.
- 28.7 If and when requested to do so by the Customer at any time, the Contractor shall provide the Customer with such documents and/or permit representatives of the Customer to have such access to the Contractor's premises and personnel as the Customer may reasonably require for the purposes of verifying compliance on the part of the Contractor with its obligations under clauses 28.1 to 28.3.
- 28.8 The Contractor shall procure that each of its Sub-contractors (if any) comply with obligations substantially similar to those set out in clauses 28.1 to 28.7.

29 Health and Safety

- 29.1 The Contractor shall, and shall ensure that all Staff and Sub-contractors shall, when working on any site in connection with the Contract comply with all relevant health and safety legislation, codes of practice and any other appropriate standards, policies, procedures and documentation notified by the Customer. This will include, but is not limited to, the following:
- 29.1.1 Health and Safety at Work etc Act 1974
 - 29.1.2 Management of Health and Safety at Work Regulations 1999;
 - 29.1.3 Workplace (Health, Safety and Welfare) Regulations 1992;
 - 29.1.4 Control of Substances Hazardous to Health Regulations 2002;
 - 29.1.5 Provision and Use of Work Equipment Regulations 1998;
 - 29.1.6 Personal Protective Equipment at Work Regulations 1992;

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- 29.1.7 Construction (Design and Management) Regulations 2007;
 - 29.1.8 Electricity at Work Regulations 1989;
 - 29.1.9 Personal Protective Equipment Regulations;
 - 29.1.10 Customer's Health and Safety Rules for contractors and sub-contractors;
 - 29.1.11 Work at Heights Regulations 2005
 - 29.1.12 any legislation which is equivalent to any of the legislation referred to in this clause 29.1 and which is in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Contractor or any of its Staff or Sub-contractors.
- 29.2 The Customer may carry out an inspection or audit of the Contractor's systems and procedures for complying with its legal responsibilities at any time.
- 29.3 The Contractor shall provide applicable hazard information such as material safety data sheets and shall inform the Customer of all regulations, guidance and significant risk (statutory or otherwise) which the Contractor knows or believes to be associated with the Services and/or any combination of the Services with another product/service
- 29.4 In the event of any release or spillage of substances hazardous to the environment, the Contractor will notify the Customer and the appropriate statutory bodies immediately and ensure that all necessary remedial action is taken to protect the environment.
- 29.5 The Contractor shall indemnify the Customer against all liability, losses and costs related to any third party claim which arises from the act or omission of the Contractor and/or any of its Staff or Sub-contractors resulting in the alleged release of any waste, hazardous substance or other pollutant.
- 29.6 Notwithstanding clause 29.3, the Contractor shall, at the Customer's written request, remove from the Premises any materials brought into the Premises by the Contractor, which in the reasonable opinion of the Customer are either hazardous, noxious or not in accordance with the Contract and substitute proper and suitable materials at the Contractor's expense as soon as reasonably practicable.
- 29.7 The Contractor shall have a designated policy to manage, control and audit the health and safety standards of its Sub-contractors and shall take appropriate action if any Sub-contractors fail to meet required standards.
- 29.8 The Customer shall be entitled, acting through its authorised officers and health and safety advisors, to suspend the performance by the Contractor of some or all of its obligations under the Contract in the event of non-compliance by the Contractor with its obligations under this clause 29. The Contractor shall not resume performance of the suspended obligations until notified that the Customer is satisfied that the relevant non-compliance has been rectified.
- 29.9 For the avoidance of doubt, the Contractor acknowledges and agrees that any breach of its obligations under this clause 29, including any persistent, minor breaches, may have the following consequences (without limitation):
- 29.9.1 the exercise of rights on the part of the Customer to suspend the

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- performance of the Services or terminate the Contract;
- 29.9.2 to the extent permitted by applicable Laws, the imposition of restrictions on the Contractor from working on any other contract with the Customer until improvements to its health and safety practices have been made and suitable evidence of such has been provided to the Customer;
- 29.9.3 to the extent permitted by applicable Laws, the removal of the Contractor from the Customer's approved/select lists.
- 29.10 The Contractor shall notify the Customer of past enforcement action taken against the Contractor and provide such details of prosecutions, fines, accident history and frequency rate as may be considered necessary by the Customer.
- 29.11 The Contractor shall provide the Customer on request with a copy of its health and safety policy, risk assessments, method statements and safe systems and procedures. Notwithstanding this, the Contractor shall ensure that its Staff and Sub-contractors comply at all times with the Customer's "Health and Safety Policy and Safety Rules for Contractors and Sub-Contractors" (or any applicable replacement policy or rules from time to time) in so far as it or they are relevant to the Contract.
- 29.12 The Contractor shall nominate a senior representative to act as coordinator between both parties for matters of health and safety arising out of the Contract.
- 29.13 The Contractor shall comply with any health and safety related conditions stipulated by the Customer from time to time. Such conditions override details contained in the Contractor's internal documentation.
- 29.14 The Contractor shall notify the Customer in writing without delay of all incidents, which either could have led, or did lead, to injury and/or damage. Where incidents are reportable under the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995, a completed copy of form F2508 and an investigation report shall be supplied.
- 29.15 The Contractor shall ensure that sufficiently trained and competent employees will be provided to undertake the duties defined in the Contract and shall provide evidence of competency where required by the Customer.
- 29.16 The Contractor shall provide product specifications, technical supporting information, user instructions and maintenance information relating to any goods to be supplied to the Customer in connection with the Services.

SECTION E - PROTECTION OF INFORMATION

30 Data Handling

- 30.1 The Contractor shall comply with its obligations as set out in Schedule 6 (Data Handling).

31 Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989

- 31.1 The Contractor shall comply with, and shall ensure that its Staff comply with, the provisions of:
- 31.1.1 the Official Secrets Acts 1911 to 1989; and
- 31.1.2 Section 182 of the Finance Act 1989.

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31.2 In the event that the Contractor or its Staff fail to comply with this clause, the Customer reserves the right to terminate the Contract by giving notice in writing to the Contractor.

32 Publicity, Media and Official Enquiries

32.1 The Contractor shall not make any press announcement or publicise the Contract or any part thereof in any way, except with the Approval of the Customer.

32.2 The Contractor shall not include in any published material the name, logo or style of the Customer; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of the Customer's Police force without prior Approval.

32.3 The Contractor shall take all reasonable steps to ensure that its Staff, Sub-contractors and professional advisors comply with clauses 32.1 and 32.2.

33 Intellectual Property Rights

33.1 Intellectual Property Rights belonging to the Customer created prior to the beginning of the Contract Period shall continue to belong to the Customer and the Contractor shall be entitled to use any documentation, data or other information, property (other than real property) or material ("Customer Material") provided by the Customer to the Contractor only for purposes envisaged by or arising under the Contract.

33.2 The Contractor not be entitled to exercise any lien over any Customer Material in its possession but shall hold all such Customer Material in safe custody at its own risk and shall maintain the Customer Material in good condition until returned to the Customer (which the Contractor shall do immediately following a request to do so from the Customer) and shall not dispose of or use the Customer Material other than in accordance with the Customer's written instructions or authorisation. The Contractor irrevocably licences the Customer and its/their agents to enter any premises of the Contractor during normal business hours on reasonable notice to recover any Customer Materials not returned by the Contractor following a request to do so.

33.3 The Contractor shall take all reasonable steps to ensure that the title of the Customer to the Customer Material and the exclusion of any such lien or other interest are brought to the notice of all Sub-contractors and other appropriate persons and shall, at the Customer's request, store the Customer Material separately and ensure that it is clearly identifiable as belonging to the Customer.

33.4 Intellectual Property Rights in any deliverable created by the Contractor during the Contract Period in the performance of the Contract shall be the sole property of the Customer provided that the Contractor shall have free and unfettered access during the Contract Period to such Intellectual Property Rights for all purposes envisaged by or arising under the Contract.

33.5 Immediately upon request, the Contractor shall assign in writing to the Customer (or to such person as the Customer shall direct) with full title guarantee title to and all rights and interests as it has or may acquire in any deliverables the sole property of the Customer pursuant to clause 33.4.

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- 33.6 The Contractor shall obtain waivers of all moral rights in any deliverables that are transferred to the Customer pursuant to clause 33.4 and/or clause 33.5 to which any person is now or may at any future time be entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of Law in any jurisdiction.
- 33.7 The Contractor hereby grants (or (in the case of third party Intellectual Property Rights) shall procure that the third party grants) to the Customer an irrevocable, non-exclusive royalty-free licence to use, copy, modify, adapt, publish and create derivative works from, and for any purpose in connection with the Services (and/or related deliverables), all the Intellectual Property Rights which the Contractor and its Sub-contractor(s) have used or supplied in connection with the Services (and/or related deliverables). Such licence shall include the right for the Customer to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying goods or services to the Customer.
- 33.8 The Contractor warrants that the performance, receipt and use of the Services and any deliverables shall not infringe the Intellectual Property Rights of any third party and the Contractor shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any claims, proceedings, actions, damages, costs, expenses and any other liabilities suffered or incurred by the Customer or for which the Customer may become liable arising directly or indirectly out of or in connection with any claim made against the Customer that the performance, receipt or use of the Services and/or any deliverables infringes the Intellectual Property Rights of a third party.
- 33.9 The indemnity in clause 33.8 shall not apply to claims which arise from:
- 33.9.1 items or materials based upon designs supplied by the Customer; or
 - 33.9.2 the use of data supplied by the Customer which is not required to be verified by the Contractor under any provision of the Contract.
- 33.10 The Customer shall notify the Contractor in writing of any claim or demand brought against the Customer for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.
- 33.11 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor shall:
- 33.11.1 consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 33.11.2 take due and proper account of the interests of the Customer; and
 - 33.11.3 not settle or compromise any claim without the Customer's prior written consent (not to be unreasonably withheld or delayed).
- 33.12 The Customer shall at the request 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 Customer or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under

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the Contract and the Contractor shall indemnify the Customer for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not, however, be required to indemnify the Customer in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause 33.9.1 or clause 33.9.2.

- 33.13 In connection with any negotiations or litigation conducted by the Contractor under clause 33.11, and subject to the Contractor complying with its obligations under that clause, the Customer shall not without the prior written consent of the Contractor (such consent not to be unreasonably withheld or delayed) make any admissions which may be prejudicial to the defence or settlement of the relevant claim.
- 33.14 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Rights is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Customer and, at its own expense and subject to the consent of the Customer (not to be unreasonably withheld or delayed), use its best endeavours to:
- 33.14.1 modify any or all of the Services and/or deliverables without reducing the performance or functionality of the same, or substitute alternative services and/or deliverables of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services and/or deliverables or to the substitute services and/or deliverables; or
 - 33.14.2 procure a licence to use and provide the Services and/or deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Customer,

and in the event that the Contractor is unable to comply with clause 33.14.1 or clause 33.14.2 within 20 Working Days of receipt of the Contractor's notification the Customer may terminate the Contract with immediate effect by notice in writing.

34 Audit

- 34.1 The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services performed under it, all expenditure reimbursed by the Customer, and all payments made by the Customer.
- 34.2 The Contractor shall on request afford the Customer and/or the National Audit Office (or any other applicable national audit body from time to time) and their respective representatives such access to those records as may be requested by the Customer in connection with the Contract.
- 34.3 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services save insofar as the Contractor accepts and acknowledges that control over the conduct of audits carried out by a third party is outside of the control of the Customer.

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35 Transparency

- 35.1 The Contractor acknowledges that the Customer is subject to the Elected Local Policing Bodies (Specified Information) (Amendment) Order 2012 and hereby gives its consent for the Customer to publish the Contract Information when the Customer is required to do so.
- 35.2 The Customer at its sole discretion may redact all or part of the Contract Information prior to its publication. In doing so the Customer will take account of the Freedom of Information Act 2000. The Customer may consult with the Contractor regarding any redactions to the Contract Information to be published pursuant to this clause. The final decision regarding publication and/or redaction of the Contract Information shall be that of the Customer.

SECTION F - CONTROL OF THE CONTRACT

36 Transfer and Sub-Contracting

- 36.1 Save as permitted by clauses 36.4 and 36.5, the Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval.
- 36.2 Where the Customer has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Customer, be sent by the Contractor to the Customer as soon as reasonably practicable after the relevant sub-contract has been entered into.
- 36.3 Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract and the Contractor shall be responsible for the acts and omissions of its Sub-contractors as though they are its own.
- 36.4 Notwithstanding clause 36.1, the Contractor may assign to a third party (the "Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including any interest which the Customer incurs under clause 19.6). Any assignment under this clause 36.4 shall be subject to:
- 36.4.1 reduction of any sums in respect of which the Customer exercises its right of recovery under clause 20 (Recovery of Sums Due);
 - 36.4.2 all related rights of the Customer under the Contract in relation to the recovery of sums due but unpaid; and
 - 36.4.3 the Customer receiving notification under both clauses 36.5 and 36.6.
- 36.5 In the event that the Contractor assigns the right to receive the Contract Price under clause 36.4, the Contractor or the Assignee shall notify the Customer in writing of the assignment and the date upon which the assignment becomes effective.
- 36.6 The Contractor shall ensure that the Assignee notifies the Customer of the Assignee's contact information and bank account details to which the Customer shall make payment.
- 36.7 The provisions of clause 19 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Customer.

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- 36.8 Subject to clause 36.10, the Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- 36.8.1 any Contracting Authority; or
 - 36.8.2 any body which substantially performs the functions of the Customer,
 - 36.8.3 provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.
- 36.9 Any change in the legal status of the Customer such that it ceases to be a Contracting Authority shall not, subject to clause 36.8, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Customer.
- 36.10 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause 36.8 to a body which is not a Contracting Authority or if there is a change in the legal status of the Customer such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "Transferee"):
- 36.10.1 the rights of termination of the Customer in clauses 46 (Termination on insolvency and change of control) and 47 (Termination on Default) shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
 - 36.10.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor (such consent not to be unreasonably withheld or delayed).
- 36.11 The Customer may disclose to any Transferee any confidential information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Customer shall authorise the Transferee to use such confidential information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such confidential information.
- 36.12 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

37 Waiver

- 37.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 37.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 5 (Notices).
- 37.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent

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breach of the Contract.

38 Variation

- 38.1 Subject to the provisions of this clause 38, the Customer may request a variation to the Specification provided that such variation does not amount to a material change to the Specification (a "Variation").
- 38.2 The Customer may request a Variation by notifying the Contractor in writing of the Variation and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Customer shall specify a time limit within which the Contractor shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the nature of the Variation. If the Contractor accepts the Variation it shall confirm the same in writing.
- 38.3 In the event that the Contractor is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Customer may:
- 38.3.1 allow the Contractor to continue to fulfil its obligations under the Contract without the Variation to the Specification; or
 - 38.3.2 terminate the Contract with immediate effect, except where the Contractor has already performed all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirement of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed in clause 54.
- 38.4 No variation of the Contract shall be valid unless effected in accordance with clause 38.2 (in respect of Variations) or otherwise expressly agreed in writing by an authorised representative of the Customer and by an authorised representative of the Contractor.

39 Severability

- 39.1 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 of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 39.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

40 Remedies in the event of inadequate performance

- 40.1 Where there is a failure to comply with the Contract and the failure is not remedied to the satisfaction of the Customer within 14 days it will be considered a material breach.
- 40.2 In the event that the Customer is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Customer may,

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without prejudice to its rights under clause 47 (Termination on Default), do any of the following:

- 40.2.1 without terminating the Contract, itself perform or procure the performance of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Customer that the Contractor will once more be able to perform all or such part of the Services in accordance with the Contract and for the avoidance of doubt, in such circumstances, the Customer shall have no liability to pay the Contract Price in respect of those Services which the Customer has itself performed or procured;
 - 40.2.2 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself perform or procure a third party to perform such part of the Services; and/or
 - 40.2.3 terminate, in accordance with clause 47 (Termination on Default), the whole of the Contract.
- 40.3 Without prejudice to its right under clause 20 (Recovery of Sums Due), the Customer may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the provision of any part of the Services by the Customer or a third party (including pursuant to clause 40.2) to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.
- 40.4 If the Contractor fails to perform any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Customer shall be entitled to instruct the Contractor to remedy the failure, in which event the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Customer may direct.
- 40.5 In the event that:
- 40.5.1 the Contractor fails to comply with clause 40.4 and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or
 - 40.5.2 the Contractor persistently fails to comply with clause 40.4,

the Customer may terminate the Contract with immediate effect by notice in writing.

41 Remedies Cumulative

- 41.1 Except as otherwise expressly provided by the Contract, all rights and remedies available to either Party under the Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

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42 Entire Agreement

- 42.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contractor acknowledges and agrees that it has not been induced to enter into the Contract in reliance upon, and in connection with the Contract does not have any remedy and waives all rights in respect of, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in the Contract, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 42.2 In the event of, and only to the extent of, any conflict or inconsistency between the clauses of the Contract, the Schedules and any other documents referred to in or attached to the Contract, the conflict or inconsistency shall be resolved in accordance with the following order of precedence:
- 42.2.1 first priority, the clauses of the Contract;
 - 42.2.2 second priority, the Schedules (including the Specification);
 - 42.2.3 third priority, any other document referred to in or attached to the Contract.

43 Counterparts

- 43.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

SECTION G - LIABILITIES

44 Liability, Indemnity and Insurance

- 44.1 Neither Party excludes or limits its liability to the other Party for or in respect of:
- 44.1.1 death or personal injury caused by its negligence; or
 - 44.1.2 fraud; or
 - 44.1.3 fraudulent misrepresentation; or
 - 44.1.4 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - 44.1.5 any liability arising under any indemnity provision in the Contract, save for the indemnity set out at clause 44.2, or (in the case of the Contractor only) any liability arising under clause 24.4 (Prevention of Corruption); or
 - 44.1.6 any other matter which, by Law, may not be excluded or limited.
- 44.2 Subject to clauses 44.3 and 44.4, the Contractor shall indemnify the Customer and keep the Customer indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the performance, delayed performance or failure to perform the Services and/or the performance or non-performance by the Contractor of its obligations under the Contract and/or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any

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advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor or its Staff.

- 44.3 Subject always to clause 44.1, the liability of either Party for Defaults shall be subject to the following limits:
- 44.3.1 save as provided by clause 44.3.3, the liability of either Party for any single Default resulting in loss of or damage to the property of the other Party shall not exceed £10,000,000 (ten million pounds);
 - 44.3.2 save as provided by clause 44.3.3, the aggregate liability under the Contract of either Party for any and all Defaults (other than a Default covered by clause 44.3.1) shall not exceed an amount equal to 150% (one hundred and fifty per cent) of the total Contract Price (being the aggregate of all amounts already paid to the Contractor and all amounts payable over the balance of the Contract Period);
 - 44.3.3 to the extent that the liability of the Contractor for any particular Default is (or, but for any breach of the Contract by the Contractor, would be) covered by any insurance which the Contractor is required under the Contract to maintain, the Contractor shall at a minimum be liable to the Customer in respect of that Default up to the Insurance Limit, even if this results in the liability of the Contractor under the Contract exceeding the limits specified in clause 44.3.1 or clause 44.3.2, as applicable.
- 44.4 Without prejudice to its liability to indemnify the Customer under the Contract, the Contractor shall take out and maintain, or procure the taking out and maintenance of, a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract including death or personal injury, loss of or damage to property or any other loss (including the insurances policies specified in Section 2 of the Contract Schedule together with any other insurances as may be required by Law) (the "Required Insurances").
- 44.5 The Contractor shall ensure that the Required Insurances are taken out with insurers of good financial standing and of good repute in the United Kingdom insurance market and that the relevant policies are effective in each case not later than the date on which the relevant risk commences.
- 44.6 The Contractor shall not (and shall use all reasonable endeavours to procure that none of its Sub-contractors of any tier shall) take any action or fail to take any reasonable action, or (insofar as it is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any policy in which the Contractor is an insured, a co-insured or additional insured person.
- 44.7 The Contractor shall in respect of the Required Insurances:
- 44.7.1 provide for 5 (five) Working Days prior written notice of their cancellation or non-renewal to be given to the Customer. Failure to do so will be deemed to be a material breach of the Contract;
 - 44.7.2 insofar as they relate to damage to assets, cover the same for the full reinstatement or replacement value;

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- 44.7.3 in respect of third party public and products liability insurance, procure that this shall contain an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer arising from death or bodily injury or third party property damage and for which the insured is legally liable in the provision of the Services or in connection with the Contract.
- 44.8 The Contractor shall provide on request by the Customer:
- 44.8.1 evidence of the Required Insurances in a form satisfactory to the Customer;
- 44.8.2 evidence in a form satisfactory to the Customer, that the premiums payable under the Required Insurances have been paid and that those insurances are in full force and effect and meet the insurance requirements of the Contractor in respect thereof,
- provided that neither inspection, nor receipt of such evidence shall constitute acceptance by the Customer of the terms thereof, nor be a waiver of the Contractor's liability under the Contract.
- 44.9 The Contractor shall obtain renewal certificates or cover notes, in a form satisfactory to the Customer, in relation to any of the Required Insurances as and when requested and shall forward certified copies to the Customer as soon as possible but in any event no later than 10 (ten) Working Days following the request.
- 44.10 If the Contractor is in breach of clause 44.5 in respect of any Required Insurance, the Customer may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Contractor on written demand, together with all expenses incurred in procuring such insurance.
- 44.11 The Contractor shall promptly notify to insurers any matter arising from or in relation to the Contract for which it may be entitled to claim under any of the Required Insurances and diligently pursue any valid insurance claim.
- 44.12 The Contractor shall comply with all conditions and requirements attaching to its insurance cover in respect of the performance of the Services to the Customer and in the event that the Customer receives a claim relating to the Services or the Contract, the Contractor shall co-operate with the Customer or its insurers and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 44.13 The Contractor shall:
- 44.13.1 (except where the Customer is the claimant party) give the Customer notification within 10 (ten) Working Days after any claim in excess of £50,000 (fifty thousand pounds) relating to the provision of the Services or the Contract on any of the Required Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances and (if required by the Customer) provide full details of the incident giving rise to the claim;
- 44.13.2 promptly and diligently deal with all claims received relating to the Required Insurances and in accordance with the relevant insurers'

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requirements;

- 44.13.3 (except where the Customer is the claimant party) in relation to all claims relating to the Required Insurances, give the Customer details of the value and nature of all such claims relating to the provision of the Services or the Contract as may from time to time be required by the Customer.
- 44.14 Neither failure to comply nor full compliance with the insurance provisions of the Contract shall limit or relieve the Contractor of its liabilities and obligations under the Contract.
- 44.15 Where any policy relating to the Required Insurances requires payment of a premium then, subject to clause 44.10, the Contractor shall be liable for such premium.
- 44.16 Where any policy relating to any of the Required Insurances is subject to an excess or deductible below which the indemnity from insurers is excluded the Contractor shall be liable for such excess or deductible and shall indemnify the Customer against any loss or claims which would otherwise be insured but for the excess or deductible. The Contractor shall not be entitled to recover from the Customer any sum paid by way of excess or deductible under the Required Insurances whether under the terms of the Contract or otherwise.
- 44.17 If at any time during the performance of its obligations under the Contract, any of the Contractor's Staff are required to travel, the Contractor shall be responsible for ensuring that it has and maintains at no cost to the Customer adequate personal accident, medical and personal effects travel insurance for such purposes. For the avoidance of doubt, the Customer shall not, in any circumstances, be responsible for arranging or maintaining such insurance or for ensuring that the Contractor arranges or maintains such insurance.

45 Warranties and Representations

- 45.1 The Contractor warrants and represents that:
- 45.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
- 45.1.2 in entering the Contract it has not committed any fraud;
- 45.1.3 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010
- 45.1.4 as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Customer prior to execution of the Contract;
- 45.1.5 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

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- 45.1.6 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 45.1.7 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- 45.1.8 it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 45.1.9 in the three 3 years prior to the date of the Contract:
 - (a) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (b) it has been in full compliance with all applicable securities and tax Law in the jurisdiction in which it is established; and
 - (c) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.
- 45.2 For the avoidance of doubt, the fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Contractor.
- 45.3 The Contractor acknowledges and agrees that:
 - 45.3.1 the warranties, representations and undertakings contained in the Contract are material and are designed to induce the Customer into entering into the Contract; and
 - 45.3.2 the Customer has been induced into entering into the Contract and in doing so has relied upon the warranties, representations and undertakings contained herein.

SECTION H - DEFAULT, DISRUPTION AND TERMINATION

46 Termination on insolvency and change of control

- 46.1 The Customer may terminate the Contract with immediate effect by giving notice in writing where the Contractor is a body corporate (whether a limited company, a limited liability partnership or otherwise) and in respect of the Contractor:
 - 46.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 46.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is

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- passed or any other step is taken with a view to it being determined that it be wound-up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- 46.1.3 a petition is presented for its winding up (which is not dismissed within 10 Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to the Insolvency Act 1986; or
 - 46.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 46.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 46.1.6 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 46.1.7 being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 46.1.8 it is for any reason dissolved or struck-off the register of companies; or
 - 46.1.9 any event similar to those listed in H1.1(a)-(h) occurs under the Law of any jurisdiction.
- 46.2 The Customer may terminate the Contract with immediate effect by giving notice in writing where the Contractor is an individual and:
- 46.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
 - 46.2.2 a petition is presented and not dismissed within 14 days or an order is made for the Contractor's bankruptcy; or
 - 46.2.3 a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
 - 46.2.4 the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
 - 46.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 10 Working Days; or
 - 46.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
 - 46.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

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- 46.3 The Customer may terminate the Contract with immediate effect by giving notice in writing where the Contractor is a partnership and in respect of the Contractor:
- 46.3.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme, arrangement with, or assignment for the benefit of, its creditors;
 - 46.3.2 it is for any reason dissolved;
 - 46.3.3 a petition is presented for its winding-up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator;
 - 46.3.4 a receiver, or similar officer, is appointed over the whole or any part of its assets;
 - 46.3.5 the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994;
 - 46.3.6 any of the following occurs in relation to any of its partners:
 - 46.3.7 an application for an interim order is made pursuant to Section 252-253 of the Insolvency Act 1986 or a proposal is made for any composition, scheme or arrangement with, or assignment for the benefit of, his creditors;
 - 46.3.8 a petition is presented for his bankruptcy;
 - 46.3.9 a receiver, or similar officer is appointed over the whole or any part of his assets.
- 46.4 The Contractor shall notify the Customer immediately if the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("change of control"). The Customer may terminate the Contract with immediate effect by giving notice in writing within six months of:
- 46.4.1 being notified that a change of control has occurred; or
 - 46.4.2 where no notification has been made, the date that the Customer becomes aware of the change of control,

but shall not be permitted to terminate where an Approval was granted prior to the change of control.

47 Termination on Default

- 47.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a Default and if:
- 47.1.1 the Contractor has not remedied the Default to the reasonable satisfaction of the Customer within 10 Working Days, or such other period as may be specified by the Customer, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - 47.1.2 the Default is not, in the reasonable opinion of the Customer, capable of

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remedy; or

- 47.1.3 the Default, in the reasonable opinion of the Customer, is a material breach of the Contract; or
 - 47.1.4 the Default relates to a failure to meet and/or rectify performance in respect of the Service Levels or any key performance indicators and the failure in question is of a severity that permits the Customer by reference to other provisions in the Contract (whether in a Schedule or otherwise) to terminate the Contract.
- 47.2 If the Customer fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause 20.1 (Recovery of Sums Due).

48 Break

- 48.1 The Customer shall have the right to terminate the Contract at any time for any reason by giving to the Contractor not less than three months' prior written notice.
- 48.2 The Customer shall have the right to terminate the Contract at any time with immediate effect on giving notice to the Contractor if there is a risk, or the Customer reasonably considers that there is a risk, of the Customer's reputation being damaged if the Contract was to continue in force.

49 Consequences of Expiry or Termination

- 49.1 Where the Customer terminates the Contract under clauses 8 (Conflicts of Interest), 24 (Prevention of Corruption), 25 (Prevention of Fraud); 29 (Health and Safety), 31 (Official Secrets and the Finance Act), 33 (Intellectual Property Rights), 40 (Remedies in the event of inadequate performance), 46 (Termination on insolvency), 47 (Termination on Default) or 50 (Disruption) and then makes other arrangements for the provision of Services, the Customer may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period.
- 49.2 Where the Contract is terminated under any of the clauses referred to in clause 49.1, no further payments shall be payable by the Customer to the Contractor (for Services performed by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Customer), until the Customer has established the final cost of making the other arrangements envisaged under that clause.
- 49.3 Save as otherwise expressly provided in the Contract termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.
- 49.4 Termination of the Contract shall not affect the continuing rights, remedies or

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obligations of the Customer or the Contractor under clauses 19 (Payment and VAT), 20 (Recovery of Sums Due), 24 (Prevention of Corruption), 30 (Data Handling), 31 (Official Secrets and the Finance Act 1989), 33 (Intellectual Property Rights), 34 (Audit), 41 (Remedies Cumulative), 44 (Liability, Indemnity and Insurance), 49 (Consequences of Expiry or Termination), 53 (Governing Law and Jurisdiction) and 55 (TUPE).

- 49.5 On the termination of the Contract for any reason, the Contractor shall:
- 49.5.1 immediately return to the Customer the Customer Material and all other information and documentation belonging to the Customer in its possession or in the possession or under the control of any permitted suppliers or Sub-contractors, which were obtained or produced in the course of performing the Services;
 - 49.5.2 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress; and
 - 49.5.3 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Customer or the Replacement Contractor to conduct due diligence.
- 49.6 If the Contractor fails to comply with clause 49.5.1, the Customer may recover possession thereof and the Contractor grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-contractors where any such items may be held.
- 49.7 Where the Contract is terminated by the Customer under any of the clauses referred to in clause 49.1 or under clause 51.3 (Force Majeure), the Contractor shall provide all assistance under clause 49.5.1 and clause 49.5.3 free of charge. Otherwise, the Customer shall pay the Contractor's reasonable costs of providing the assistance and the Contractor shall take all reasonable steps to mitigate such costs.

50 Disruption

- 50.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 50.2 The Contractor shall immediately inform the Customer of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 50.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- 50.4 If the Contractor's proposals referred to in clause 50.3 are considered insufficient or unacceptable by the Customer acting reasonably, then the Contract may be terminated with immediate effect by the Customer by notice in writing.

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51 Force Majeure

- 51.1 Subject to compliance with clause 51.2, neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money for goods/services already received/delivered) to the extent that such delay or failure is a result of Force Majeure.
- 51.2 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause 51.1 it shall:
- 51.2.1 immediately notify the other by the most expeditious method then available;
 - 51.2.2 inform the other of the period for which it is estimated that such failure or delay shall continue;
 - 51.2.3 use its best endeavours, acting in accordance with Good Industry Practice, to resume performance of its obligations as quickly as possible and minimise the duration and impact of such failure or delay.
- 51.3 The Customer shall be entitled to terminate the Contract by written notice to the Contractor with immediate effect if:
- 51.3.1 the performance by the Contractor of some or all of its obligations under the Contract is prevented or delayed by Force Majeure for a period of more than 15 Working Days cumulatively or consecutively; or
 - 51.3.2 the Customer reasonably anticipates that the performance by the Contractor of some or all of its obligations under the Contract is likely to be prevented or delayed by Force Majeure for a period of more than 15 Working Days cumulatively or consecutively.
- 51.4 For the avoidance of doubt, the Customer shall not be required to pay the Contractor in respect of any period during which (and to the extent that) the Contractor is prevented or delayed in performing its obligations due to Force Majeure. In these circumstances, the Contract Price shall be adjusted and any necessary refund or credit effected in accordance with the Customer's reasonable instructions.

52 Ineffectiveness

- 52.1 If at any time a "declaration of ineffectiveness" is made by a court in respect of the Contract pursuant to regulation 47J of the Public Contracts Regulations 2006 (as amended) then:
- 52.1.1 the provisions of clause 49 and any other provisions in the Contract which are intended to apply on or after the date on which the Contract is terminated for any reason shall apply as if on the date on which the relevant declaration of ineffectiveness is to take effect (and as a result the Contract is to come to an end) the Contract had been terminated;
 - 52.1.2 if and only if it is expressly stated in another provision of the Contract that the Customer will indemnify the Contractor where the Customer

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terminates the Contract under clause 48 (Break) during any initial contract period identified in Section 2 of the Contract Schedule, the Customer shall indemnify the Contractor subject to and in accordance with the terms of that provision as if on the date on which the relevant declaration of ineffectiveness is to take effect (and as a result the Contract is to come to an end) the Contract had been terminated under clause 48.1;

- 52.1.3 subject to clause 52.1.2, the Customer shall not be required or liable (on whatever grounds) to pay any compensation or restitution to the Contractor in respect of any loss, damage, costs, expenses or other liabilities suffered or incurred by the Contractor as a result of or in connection with the relevant declaration of ineffectiveness being made, including any loss of revenue or profit that the Contractor might otherwise have generated under the Contract during the Contract Period.
- 52.2 If any at any time an order is made by a court, pursuant to regulation 47N of the Public Contracts Regulations 2006 (as amended), that the duration of the Contract be shortened, then:
- 52.2.1 for the avoidance of doubt, the provisions of clause 49 and any other provisions in the Contract which are intended to apply on or after the date on which the Contract is terminated for any reason shall apply as if on the date on which the Contract expires in accordance with the relevant court order the Contract had been terminated;
 - 52.2.2 if the relevant court order provides for the Contract to expire prior to the end of any initial contract period identified in Section 2 of the Contract Schedule, then if and only if it is expressly stated in another provision of the Contract that the Customer will indemnify the Contractor where the Customer terminates the Contract under clause 48 (Break) during such initial contract period, the Customer shall indemnify the Contractor subject to and in accordance with the terms of that provision as if on the date on which the Contract expires in accordance with the relevant court order the Contract had been terminated under clause 48.1;
 - 52.2.3 subject to clause 52.2.2, the Customer shall not be required or liable (on whatever grounds) to pay any compensation or restitution to the Contractor in respect of any loss, damage, costs, expenses or other liabilities suffered or incurred by the Contractor as a result of or in connection with the duration of the Contract being shortened in accordance with the relevant court order, including any loss of revenue or profit that the Contractor might otherwise have generated under the Contract during the Contract Period.

SECTION I - DISPUTES AND LAW

53 Governing Law and Jurisdiction

- 53.1 Subject to the provisions of clause 54, the Customer and the Contractor accept the exclusive jurisdiction of the English courts and agree that the Contract and

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all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

54 Dispute Resolution

- 54.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.
- 54.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 54.3 If the dispute cannot be resolved by the Parties pursuant to clause 54.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 54.5 unless (a) the Customer considers that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.
- 54.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times.
- 54.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 54.5.1 A neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 54.5.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 54.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 54.5.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 54.5.5 If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference

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between them may be referred to the courts, unless the dispute is referred to arbitration pursuant to the procedures set out in clause 54.6.

- 54.5.6 The costs of the Mediator and all other costs connected with the mediation shall be equally apportioned between the Parties or as may otherwise be directed by the Mediator.
- 54.5.7 Each party will bear its own costs and expenses of its preparation and participation in the mediation.
- 54.6 Subject to clause 54.2, the Parties shall not institute court proceedings until the procedures set out in clauses 54.1 and 54.3 have been completed save that:
 - 54.6.1 the Customer may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 54.7;
 - 54.6.2 if the Contractor intends to commence court proceedings, it shall serve written notice on the Customer of its intentions and the Customer 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 clause 54.7;
 - 54.6.3 the Contractor may request by notice in writing to the Customer that any dispute be referred and resolved by arbitration in accordance with clause 54.7, to which the Customer may consent as it sees fit.
- 54.7 In the event that any arbitration proceedings are commenced pursuant to clause 54.6:
 - 54.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
 - 54.7.2 the Customer shall give a written notice of arbitration to the Contractor (the "Arbitration Notice") stating:
 - (a) that the dispute is referred to arbitration; and
 - (b) providing details of the issues to be resolved;
 - 54.7.3 the London Court of International Arbitration ("LCIA") procedural rules in force at the date that the dispute was referred to arbitration in accordance with clause 54.7.2 shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - 54.7.4 the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
 - 54.7.5 if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Customer under clause 54.7.2 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - 54.7.6 the arbitration proceedings shall take place in London and in the English language; and
 - 54.7.7 the arbitration proceedings shall be governed by, and interpreted in

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accordance with, English Law.

SECTION J - TUPE

55 TUPE

- 55.1 The Parties acknowledge and agree that if Services Commencement gives rise to a relevant transfer within the meaning of the TUPE Regulations:
- 55.1.1 the Contractor shall, and shall procure that any Sub-contractor shall, comply with such obligations as may arise under Regulation 13 of the TUPE Regulations to inform and (if appropriate) consult with employees and/or their appropriate representatives;
 - 55.1.2 clauses 55.2 to 55.5 shall apply.
- 55.2 Subject to clauses 55.3 and 55.4, the Customer shall indemnify the Contractor in respect of all and any costs, expenses, liabilities, damages and losses (including legal costs) arising out of any claim, demand, action or proceeding which is made or brought against the Contractor at any time:
- 55.2.1 by an Entrance Employee, to the extent that it relates to the period before the date of Service Commencement;
 - 55.2.2 in relation to a failure by any Outgoing Contractor to comply with its obligations under Regulation 13 of the TUPE Regulations; and/or
 - 55.2.3 by an employee or former employee of any Outgoing Contractor other than an Entrance Employee whose employment is deemed to transfer to the Contractor under the TUPE Regulations by virtue of Service Commencement.
- 55.3 The indemnities in clause 55.2 shall not apply to the extent that:
- 55.3.1 any contract between the Customer and the Outgoing Contractor provides for the Outgoing Contractor to indemnify the Contractor in respect of any of the costs, expenses, liabilities, damages and losses covered by the indemnities set out in clause 55.2;
 - 55.3.2 the relevant indemnity in such contract is enforceable directly by the Contractor against the Outgoing Contractor pursuant to the Contract (Rights of Third Parties) Act 1999; and
 - 55.3.3 the Customer has provided to the Contractor a copy of the relevant clauses from such contract.
- 55.4 Subject always to clause 55.3, the indemnities in clause 55.2 shall only apply to the extent that the Customer recovers (in respect of the subject matter of such indemnities) such sum of money as may be required to satisfy such indemnities from any Outgoing Contractor under any indemnity or other legal entitlement it has against such Outgoing Contractor. The Customer shall use its reasonable endeavours to recover any such sums under such entitlement as is mentioned in this clause 55.4.
- 55.5 The Contractor shall indemnify the Customer for and against all claims, costs expenses or liabilities whatsoever and howsoever arising incurred or suffered by the Customer (whether directly or indirectly under an indemnity given by the Customer or otherwise) including all legal expenses and other professional fees

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(together with any VAT thereon) in relation to:

- 55.5.1 any failure by the Contractor or any Sub-contractor to comply with its obligations pursuant to the TUPE Regulations; and/or
 - 55.5.2 anything done or omitted to be done by the Contractor or any Sub-contractor in respect of any of the Entrance Employees whether before or after the date of Service Commencement.
- 55.6 The Parties acknowledge and agree that:
- 55.6.1 subsequent to the commencement of the Contract, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of the Contract, or part of it, or otherwise) resulting in a transfer of the Services in whole or in part ("Exit Transfer"); and
 - 55.6.2 if an Exit Transfer is a relevant transfer for the purposes of the TUPE Regulations, then the Customer or a Replacement Contractor or a Sub-contractor of a Replacement Contractor (as the case may be) would inherit liabilities in respect of the Exit Employees.
- 55.7 The Contractor agrees that, subject to compliance with the Data Protection Act 1998:
- 55.7.1 within 15 Working Days of the earliest of:
 - (a) receipt or the giving of notice of early termination of the Contract or any part thereof;
 - (b) the date which is 12 months before the expiry of any fixed period for the duration of the Contract (whether an initial or any extended period);
 - (c) receipt by the Contractor of a written notice from the Customer given on or after the commencement by the Customer of a re-tendering exercise in respect of the provision of part of all of the Services or any similar services;
- it shall provide the Contractor's Provisional Staff List and the Staffing Information to the Customer or, at the direction of the Customer, to a Replacement Contractor and it shall provide an updated Contractor's Provisional Staff List and updated Staffing Information when reasonably requested by the Customer or any Replacement Contractor;
- 55.7.2 at least 10 Working Days prior to the End Date, the Contractor shall prepare and provide to the Customer and/or, at the direction of the Customer, to the Replacement Contractor, the Contractor's Final Staff List, which shall be complete and accurate in all material respects. The Contractor's Final Staff List shall identify which of the Staff named are Exit Employees;
 - 55.7.3 the Customer shall be permitted to use and disclose the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Contractor for any services which are substantially the same type of services (or any part thereof) as the Services; and

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- 55.7.4 upon reasonable request by the Customer the Contractor shall provide the Customer or at the request of the Customer, the Replacement Contractor, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as the Customer reasonably requests.
- 55.8 The Contractor shall ensure that the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information will be true and accurate in all material respects.
- 55.9 Within 10 Working Days following the End Date, the Contractor shall, if so requested by the Customer, provide to the Customer or any Replacement Contractor, in respect of each person (subject to compliance with the Data Protection Act 1998) on the Contractor's Final Staff List who is an Exit Employee, their:
- 55.9.1 pay slip data for the most recent month;
 - 55.9.2 cumulative pay for tax and pension purposes;
 - 55.9.3 cumulative tax paid;
 - 55.9.4 tax code;
 - 55.9.5 voluntary deductions from pay; and
 - 55.9.6 bank or building society account details for payroll purposes.
- 55.10 From the date of the earliest event referred to in clause 55.7.1 the Contractor shall not, and shall procure that each Sub-contractor shall not, without the prior written consent of the Customer assign any person to the provision of the Services (or the relevant part) which is the subject of an Exit Transfer who is not listed in the Contractor's Provisional Staff List and shall not without the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed):
- 55.10.1 increase the total number of employees listed on the Contractor's Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with the Customer;
 - 55.10.2 make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Contractor's Provisional Staff List;
 - 55.10.3 increase the proportion of working time spent on the Services (or the relevant part) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed with the Customer;
 - 55.10.4 introduce any new contractual or customary practice concerning the making of any lump sum payment or the giving of any benefit on the termination of employment of any employees listed on the Contractor's Provisional Staff List; or
 - 55.10.5 replace any of the Staff listed on the Contractor's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Staff List.

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- 55.11 The Contractor shall promptly notify the Customer or, at the direction of the Customer, the Replacement Contractor of any notice to terminate employment received from any persons listed on the Contractor's Provisional Staff List regardless of when such notice takes effect.
- 55.12 In connection with a relevant transfer to which the TUPE Regulations apply, the Contractor shall, and shall procure that each Sub-contractor shall, perform and discharge all obligations in respect of all the Exit Employees and their representatives for its own account up to and including the End Date.
- 55.13 The Contractor shall indemnify the Customer and any Replacement Contractor (and any sub-contractor of a Replacement Contractor) in full for and against all claims costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Customer (whether directly or indirectly under an indemnity given by the Customer to a Replacement Contractor or otherwise) or any Replacement Contractor (or any sub-contractor thereof) including all legal expenses and other professional fees (together with any VAT thereon) in relation to:
- 55.13.1 any act or omission by the Contractor or any Sub-contractors on or before the End Date or any other matter, event or circumstance occurring or having its origin before the End Date, which relates to an Exit Employee;
 - 55.13.2 all and any claims in respect of all emoluments and outgoings in relation to the Exit Employees (including without limitation all wages, holiday entitlement, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the End Date;
 - 55.13.3 any claim arising out of the provision of, or proposal by the Contractor or any Sub-contractor to offer any change to any benefit, term or condition or working condition of any Exit Employee where such offer or agreement is made on or before the End Date;
 - 55.13.4 any claim made by or in respect of any person who claims to be employed or to have been employed by the Contractor or any Sub-contractor, other than an Exit Employee, and for which it is alleged that the Customer or any Replacement Contractor (or any sub-contractor thereof) may be liable by virtue of the Contract and/or the TUPE Regulations;
 - 55.13.5 any act or omission of the Contractor or any Sub-contractor in relation to its obligations under Regulations 11 or 13 of the TUPE Regulations, or in respect of an award of compensation under Regulation 15 of the TUPE Regulations except to the extent that the liability arises from the failure of the Customer or any Replacement Contractor (or any sub-contractor thereof) to comply with Regulation 13 of the TUPE Regulations;
 - 55.13.6 any statement communicated to or action done by the Contractor or any Sub-contractor in respect of any Exit Employee on or before the End Date regarding the Exit Transfer which has not been agreed in advance with the Customer in writing.

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- 55.14 All Staff Expenses which relate to any Exit Employees shall be apportioned on a time basis so that such part of such Staff Expenses which relates to any Exit Employee and is attributable to the period ending on the End Date shall be borne by the Contractor. Within 10 Working Days of the End Date, the Contractor shall account to the Customer or any Replacement Contractor for such Staff Expenses, including the cost of unused holiday entitlement accrued to the End Date. The Contractor agrees to indemnify the Customer and any Replacement Contractor (or any sub-contractor thereof) against any liability arising because of any failure by the Contractor to fulfil its obligations under this clause 55.14.
- 55.15 The Contractor shall indemnify the Customer, any Replacement Contractor and/or (as the case may be) any sub-contractor of a Replacement Contractor in respect of any claims (including claims under an indemnity given by the Customer to a Replacement Contractor or otherwise) arising from any act or omission of the Contractor (or any Sub-contractors) in relation to any other Staff who is not an Exit Employee during any period whether before, on or after the End Date.
- 55.16 The parties agree that any Replacement Contractor and any sub-contractor of a Replacement Contractor shall be entitled to enforce the obligations owed to and the indemnities given to such Replacement Contractor or sub-contractor (as the case may be) under this clause 55 pursuant to the Contracts (Rights of Third Parties) Act 1999.

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Schedule 6 Data Handling Schedule Category 1

East Midlands Strategic Commercial Unit



VERSION CONTROL

Version No.	Date	Author	Post	Reason for Issue
V1.0	11 th January 2013	Graeme Unwin	Procurement Policy Manager	
V1.1	19 th July 2013	Graeme Unwin	Procurement Policy Manager	Amendment to Clause 2.2.4
V1.2	24 th March 2014	Pat Stocker (on behalf of Force ISO's)	ISO	Clarification on Police / Personal data
V1.3	26 th June 2014	Michelle Tilston	Solicitor (EMPLS)	Legal review
V1.4	30 th June 2014	Michelle Tilston	Solicitor (EMPLS)	Updated to define Code of Connection Agreement

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Data and Systems Handling and Security (for Category 1 Suppliers- WHO PROCESS AND STORE *personal data* AND *Police data* OUTSIDE FORCE SYSTEMS AND PREMISES)

1. Definitions

1.1 Where used in this Schedule:

- 1.1.1 the term “**Force**” means the Nottinghamshire / Northamptonshire / Derbyshire Police Force and includes any other term used therefor elsewhere in the Contract.
- 1.1.2 the term “**Contractor**” will include the term “**Provider**”, “**Supplier**” or “**Consultant**”, where this term is used elsewhere in the Contract to describe the party contracting with the Force.
- 1.1.3 the term “**Contract**” will be interchangeable with the term “**Agreement**”, where used elsewhere in the Contract or Agreement and shall be deemed to include all schedules and appendices thereto.

1.2 For the purpose of this Schedule the following expressions will have the meanings ascribed to them:

- 1.2.1 “**Breach of Security**” means the occurrence of unauthorised access to or unauthorised use of Force Premises, the Sites, the Services, the ICT Environment or any ICT or data (including Police Data) used by the Force or the Contractor in connection with the Contract.
- 1.2.2 “**Business Day**” means any day other than a Saturday or Sunday or a public or bank holiday in England.
- 1.2.3 “**Change Control Procedure**” means the procedure agreed between the parties for making amendments to the Contract.
- 1.2.4 “**Commercially Sensitive Information**” means information notified to the Force in writing (prior to the commencement of this Contract) which has been clearly marked as Commercially Sensitive Information comprised of information: (a) which is provided by the Contractor to the Force in confidence for the period set out in that notification; and/or (b) that constitutes a trade secret.
- 1.2.5 “**Confidential Information**” means all information in respect of the business and activities of a party including, without prejudice to the generality of the foregoing, any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; customer (including programme participants) lists or details; computer systems and software; products or services, including but not limited to know-how or other matters connected with the products or services manufactured, marketed, provided or obtained by such party, and information concerning such party’s relationships with actual or potential clients, customers or suppliers and the needs and requirements of such party and of such persons and any other information which, if disclosed, will be liable to cause harm to such party or which is of a confidential or proprietary nature (including information imparted orally). This definition does not mean the same as “Confidential” as defined in the Government Protective Marking Scheme (GPMS)
- 1.2.6 “**Contracting Authority**” means any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Force.

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- 1.2.7 **“Contractor BCDR Plan”** shall have the meaning set out in paragraph 13.1.
- 1.2.8 **“Contractor Confidential Information”** means Confidential Information proprietary to the Contractor.
- 1.2.9 **“Contractor Personnel”** means all employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor.
- 1.2.10 **“Contractor Software”** means software proprietary to the Contractor, including but not limited to software which is or will be used by the Contractor for the purposes of providing the Services.
- 1.2.11 **“Contractor System”** means any ICT system(s) used and controlled by the Contractor in performing the Services.
- 1.2.12 **“Crown Body”** means any department, office or agency of the Crown.
- 1.2.13 **“Data”, “Data Controller”, “Data Processor”, “Personal Data”, “Sensitive Personal Data”, “Data Subject”, “Process” and “Processing”** will have the meanings given to those terms by the Data Protection Act 1998.
- 1.2.14 **“Data Protection Legislation”** means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable Laws relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
- 1.2.15 **“Dispute Resolution Procedure”** means the dispute resolution procedure set out in the Contract for the resolution of disputes between the parties.
- 1.2.16 **“Environmental Information Regulations”** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Crown Body or Regulatory Body in relation to such regulations.
- 1.2.17 **“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body or Regulatory Body in relation to such legislation.
- 1.2.18 **“Force BCDR Plan”** means such business continuity and disaster recovery plan of the Force that may be notified to the Contractor from time to time.
- 1.2.19 **“Force Premises”** means premises owned, controlled or occupied by the Force and made available for use by the Contractor or its sub-contractors for the provision of the Services on the terms set out in the Contract or any separate agreement or licence.
- 1.2.20 **“Force System”** means any computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by or on behalf of the Force, or any of its employees, agents, consultants and contractors, or the Contractor in connection with the Contract and which is owned by, or licensed by a third party to, the Force, or any of its employees, agents, consultants and contractors, and which interfaces with the Contractor System or is used by, or on behalf of, the Force to receive the Services.

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- 1.2.21 **“Good Industry Practice”** means the exercise by the Contractor of that degree of skill, diligence, prudence, foresight and operating practice which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same or a similar business as the Contractor, seeking in good faith to comply with its contractual and other obligations.
- 1.2.22 **“ICT”** means information and communications technology.
- 1.2.23 **“ICT Environment”** means the Force System and the Contractor System.
- 1.2.24 **“Information”** has the meaning given under section 84 of the Freedom of Information Act 2000.
- 1.2.25 **“ISO”** means the Force Information Security Officer.
- 1.2.26 **“Law”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.
- 1.2.27 **“Malicious Software”** means any software program or code intended to destroy, interface with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether introduced wilfully, negligently or without knowledge of its existence.
- 1.2.28 **“Personal Data”** means data which relate to a living individual who can be:
- a) from those data OR
 - b) from those data and other information which is in the possession of, or likely to come into the possession of the data controller,
- and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.
- 1.2.29 **“Police Data”** means any data (including Personal Data), text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:
- 1.2.29.1 is provided to the Contractor by or on behalf of the Force in connection with the Contract,
 - 1.2.29.2 the Contractor is required to generate, process, store or transmit pursuant to the Contract.
- 1.2.30 **“Protectively Marked”** has the meaning set out in the Security Policy Framework.
- 1.2.31 **“Regulatory Bodies”** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Force and **“Regulatory Body”** shall be construed accordingly.
- 1.2.32 **“Request for Information”** means a request for information or an apparent request for information under the Code of Practice on Access to Force Information, FOIA or the Environment Information Regulations.

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- 1.2.33 “**Requirement**” means any requirement, specification or similar document provided by the Force, or forming part of the Contract, which sets out details of the Services.
- 1.2.34 “**Security Plan**” means the Contractor's security plan prepared pursuant to paragraph 9 of this Schedule.
- 1.2.35 “**Security Policy**” means such security policy of the Force as may be in force from time to time, including without limitation the Force’s ICT Acceptable Use Policy.
- 1.2.36 “**Security Tests**” have the meaning set out in paragraph 10.1 of this Schedule.
- 1.2.37 “**Security Policy Framework**” means the Cabinet Office Security Policy Framework.
- 1.2.38 “**Sensitive Personal Data**” means personal data consisting of information as to:
- a) the racial or ethnic origin of the data subject
 - b) his/her political opinion
 - c) his/her religious belief or other beliefs of a similar nature
 - d) whether he/she is a member of a trade union
 - e) his/her physical or mental health or condition
 - f) his/her sexual life
 - g) the commission or alleged commission by him/her of any offence
 - h) any proceedings for any offence committed or alleged to have been committed by him/her, the disposal of such proceedings or the sentence of any court in such proceedings.
- 1.2.39 “**Services**” means the services to be provided by the Contractor to the Force pursuant to the Contract, including without limitation the supply of goods or products to the Force.
- 1.2.40 “**Sites**” means any premises from which the Services are provided or from which the Contractor manages, organises or otherwise directs the provision or the use of the Services or where any part of the Contractor System is situated or where any physical interface with the Force System takes place.
- 1.2.41 “**Staff Vetting Procedures**” means those procedures and departmental policies notified to the Contractor from time to time for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.
- 1.2.42 “**Standards**” means those British or international standards, the Force internal policies and procedures, Regulatory Body or Crown Body codes of practice and guidance referred to in the Requirement.
- 1.2.43 “**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services.

2. **Data Handling**

General

- 2.1 The Contractor warrants, represents and undertakes for the duration of the Contract that:

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- 2.1.1 it will in using any data or systems under or in connection with the Contract comply in all respects with applicable Law and reasonable requirements of the Force (including without limitation ensuring that it uses Third Party Software approved in writing by the Force for protection against Malicious Software and for encrypting Police Data being transmitted over the internet);
- 2.1.2 all personnel used to provide the Services will be vetted in accordance with the Staff Vetting Procedures;
- 2.1.3 it has and will continue to hold all regulatory approvals from Regulatory Bodies necessary to perform its obligations under the Contract;
- 2.1.4 it has and will continue to have all rights in and to the Contractor Software, any Third Party Software and any other software materials made available by it and/or its sub-contractors to the Force necessary to perform its obligations under the Contract; and
- 2.1.5 in performing its obligations under the Contract, all software used by or on behalf of it will be currently supported versions of that software and perform in all material respects in accordance with its specification.

Police Data

- 2.2 The Contractor will:
 - 2.2.1 not delete or remove any proprietary notices contained within or relating to Police Data;
 - 2.2.2 not store, copy, disclose, or use Police Data except as necessary for the performance of its obligations under the Contract or as otherwise expressly authorised in writing by the Force;
 - 2.2.3 to the extent that Police Data is held and/or processed by the Contractor, it will provide that Police Data to the Force, or such of its employees, agents, consultants and contractors as the Force shall specify from time to time, as requested in a format specified by the Force (acting reasonably);
 - 2.2.4 be responsible for preserving the integrity, security and confidentiality of Police Data in its possession or control, or which it uses, and preventing corruption, unauthorised disclosure or loss of the same;
 - 2.2.5 ensure the availability of the Police Data held and/or processed by the Contractor (in accordance with the requirements of the Force from time to time) to the Force and such of its employees, agents, consultants and contractors as the Force shall specify from time to time;
 - 2.2.6 perform secure back-ups of all Police Data held on its systems and ensure that up-to-date back-ups are stored off-site in accordance with Good Industry Practice, any Force BCDR Plan or the reasonable requirements of the Force. The Contractor will ensure that such back-ups are available and are delivered to the Force and such of its employees, agents, consultants and contractors as the Force shall specify from time to time, at all times upon request and upon termination or expiry of the Contract; and
 - 2.2.7 ensure that any system (including without limitation any personal computer, laptop, server, storage device and removable media) on which it holds Police Data, including but not limited to back-up data, is a secure and encrypted system meeting Good Industry Practice and complying with any Security Policy and the Standards and, without limiting the generality of the foregoing in any way, that unencrypted removable media is never used to store, transport or Process any Police Data that is Personal Data, Sensitive Personal Data or IL2/PROTECT (and above).

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- 2.3 If Police Data is corrupted, lost or sufficiently degraded as a result of the Contractor's default so as to be unusable, the Force may at its sole discretion:
- 2.3.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of such Police Data to the extent and in accordance, where relevant, with the Force BCDR Plan and the Force Incident Management Policy and will do so as soon as practicable but not later than three (3) Business Days after the discovery of the corruption, loss or degradation; and/or
 - 2.3.2 itself restore or procure the restoration of such Police Data, and will be reimbursed by the Contractor any reasonable expenses incurred in doing so.
- 2.4 If at any time the Contractor suspects or has reason to suspect that Police Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then it will notify the Force immediately and inform the Force of the remedial action it proposes to take.

Protection of Personal Data

- 2.5 With respect to the parties' rights and obligations under the Contract, it is agreed that the Force is the Data Controller and that the Contractor is a Data Processor. The Contractor acknowledges that the Force may also engage other Data Processors to perform services for and on behalf of the Force and the Contractor shall co-operate and interface directly with such third parties as instructed by the Force.
- 2.6 The Contractor will:
- 2.6.1 process the Personal Data only in accordance with instructions from the Force (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by the Force to the Contractor during the term of the Contract);
 - 2.6.2 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;
 - 2.6.3 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 will 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;
 - 2.6.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
 - 2.6.5 not transfer the Personal Data to any sub-contractors or affiliates for the provision of the Services without the prior written consent of the Force;
 - 2.6.6 ensure that access to Personal Data is limited to those Contractor Personnel who need access to the Personal Data in order to meet the Contractor's obligations under the Contract and that all Contractor 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 paragraph 2.6;
 - 2.6.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to a third party unless directed in writing to do so by the Force;

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- 2.6.8 notify the Force immediately if it receives:
 - 2.6.8.1 a request from a Data Subject to have access to that person's Personal Data; or
 - 2.6.8.2 a complaint or request relating to the Force's obligations under the Data Protection Legislation;
 - 2.6.9 provide the Force with full cooperation and assistance in relation to any complaint or request made, including without limitation by:
 - 2.6.9.1 providing the Force with full details of the complaint or request;
 - 2.6.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Force's instructions;
 - 2.6.9.3 providing the Force with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Force); and
 - 2.6.9.4 providing the Force with any information requested by the Force;
 - 2.6.10 permit the Force or the Force's representative (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 Force to enable the Force to verify and/or procure that the Contractor is in full compliance with its obligations under the Contract;
 - 2.6.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within timescales required by the Force); and
 - 2.6.12 not Process Personal Data outside the European Economic Area without the prior written consent of the Force and, where the Force consents to a transfer, shall comply with:
 - 2.6.12.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - 2.6.12.2 any reasonable instructions notified to it by the Force.
- 2.7 The Contractor will comply at all times with the Data Protection Legislation and will not perform its obligations under the Contract in such a way as to cause the Force to breach any of its applicable obligations under the Data Protection Legislation.
- 2.8 The Contractor shall indemnify the Force and hold it harmless from and against liability, costs, claims, actions, losses, damages and expenses whatsoever suffered or incurred by the Force arising directly or indirectly as a result of any breach by the Contractor of its obligations under paragraphs 2.6 or 2.7.

Contractor System

- 2.9 The Contractor shall ensure for the duration of the Contract that, in respect of the Contractor System, it:
- 2.9.1 has appropriate network defence systems enabled;
 - 2.9.2 maintains in place patching and anti-virus policies and that performance against these is measured and monitored to ensure compliance;
 - 2.9.3 has completed and shall comply with the terms of a Code of Connection Agreement which describes the minimum security requirements of the Contractor System;

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2.9.4 performs a risk assessment and that appropriate, prudent and cost effective risk treatment measures have been applied

in each case in accordance with Good Industry Practice, any Security Policy and the Standards.

3. Confidentiality

3.1 Except to the extent set out in this paragraph 3 or where disclosure is expressly permitted elsewhere in the Contract, each party shall:

3.1.1 treat the other party's Confidential Information as confidential in accordance with Good Industry Practice, any Security Policy and the Standards; and

3.1.2 not disclose the other party's Confidential Information to any other person without the other party's prior written consent.

3.2 Paragraph 3.1 will not apply to the extent that:

3.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including without limitation any requirements for disclosure under the FOIA, Code of Practice on Access to Force Information or the Environmental Information Regulations;

3.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the other party;

3.2.3 such information was obtained from a third party without obligation of confidentiality;

3.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or

3.2.5 it is independently developed without access to the other party's Confidential Information.

3.3 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Force shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

3.4 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Force to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

3.5 Subject to paragraph 3.6, the Contractor may only disclose Confidential Information to Contractor Personnel directly involved in the provision of the Services and who need to know the information, and will ensure that such Contractor Personnel are aware of and comply with these obligations as to confidentiality.

3.6 The Contractor shall not disclose Confidential Information to any sub-contractor without the prior written consent of the Force.

3.7 The Contractor will not, and will procure that the Contractor Personnel do not, use Confidential Information received otherwise than for the purposes of the Contract.

3.8 At the written request of the Force, the Contractor shall procure that those Contractor Personnel identified in the Force's written request sign a confidentiality undertaking (in such form as the Force shall reasonably require) prior to commencing any work in accordance with the Contract, or at such later date as the Force shall specify in its written request.

3.9 Nothing in the Contract will prevent the Force from disclosing Contractor Confidential Information:

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- 3.9.1 to any Crown Body or other Contracting Authority, and all Crown Bodies or Contracting Authorities receiving such Confidential Information will be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
 - 3.9.2 to any consultant, contractor or other person engaged by the Force or any person conducting an Home Office or Cabinet Office review;
 - 3.9.3 for the purpose of the examination and certification of the Force's accounts; or
- 3.10 The Force will use all reasonable endeavours to ensure that any Regulatory Body, Crown Body, Contracting Authority, employee, third party or sub-contractor to whom Contractor Confidential Information is disclosed pursuant to paragraph 3.9 is made aware of the Force's obligations of confidentiality.
- 3.11 Nothing in this paragraph 3 will prevent either party 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 use does not result in a disclosure of the other party's Confidential Information or an infringement of intellectual property rights.
- 3.12 This paragraph 3 survives termination of the Contract and will continue in full force and effect.
4. **Freedom of Information**
- 4.1 The Contractor acknowledges that the Force is subject to the requirements of the Code of Practice on Force Information, FOIA and the Environmental Information Regulations and will assist and cooperate with the Force to enable the Force to comply with its Information disclosure obligations.
- 4.2 The Contractor will and will procure that its sub-contractors will:
- 4.2.1 transfer to the Force all Requests for Information that it receives as soon as practicable and in any event within two Business Days of receiving a Request for Information;
 - 4.2.2 provide the Force with a copy of all Information in its possession, or power in the form that the Force (acting reasonably) requires within five Business Days (or such other period as the Force may specify) of the Force's request; and
 - 4.2.3 provide all necessary assistance as reasonably requested by the Force to enable the Force to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 4.3 The Force is responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether any Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Force Information, FOIA or the Environmental Information Regulations.
- 4.4 In no event will the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Force.
- 4.5 The Contractor acknowledges that (notwithstanding the provisions of paragraph 3) the Force may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged under the FOIA, or the

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Environmental Information Regulations to disclose information concerning the Contractor or the Services:

4.5.1 in certain circumstances without consulting the Contractor; or

4.5.2 following consultation with the Contractor and having taken the Contractor's views into account;

provided always that where paragraph 4.5 applies the Force shall, in accordance with any recommendations of the Code referred to above, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

4.6 The Contractor will ensure that all Information is retained for disclosure as required by Law and will permit the Force to inspect such records as requested from time to time.

4.7 This paragraph 4 will survive termination of the Contract and continue in full force and effect.

5. Security Requirements

5.1 The Contractor shall comply, and shall procure the compliance of Contractor Personnel, with any Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan fully complies with any Security Policy and any other reasonable requirements of the Force.

5.2 The Force shall notify the Contractor of any changes or proposed changes to any Security Policy.

5.3 If the Contractor believes that a change or proposed change to any Security Policy will have a material and unavoidable cost implication to the Services it may submit a change request. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken or will take to mitigate those costs. Any change request shall then be dealt with by the parties in accordance with the Change Control Procedure.

5.4 Until and/or unless a change to the fees is agreed by the Force pursuant to paragraph 5.3 the Contractor shall continue to perform the Services in accordance with its existing obligations under the Contract.

6. Malicious Software

6.1 The Contractor shall, as an enduring obligation throughout the term of the Contract, use the latest versions of anti-virus definitions available to check for and delete Malicious Software from the ICT Environment.

6.2 Notwithstanding paragraph 6.1, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Police Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

6.3 Any cost arising out of the actions of the parties taken in compliance with the provisions of paragraph 6.2 shall be borne by the parties as follows:

6.3.1 by the Contractor where the Malicious Software originates from the Contractor Software, Third Party Software or Police Data whilst under the control of the Contractor or Contractor Personnel; and

6.3.2 by the Force if the Malicious Software originates from Force Software or Police Data whilst under the control of the Force or any of its employees, agents, consultants and contractors.

7. Staffing Security

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- 7.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the date of the Contract were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 7.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy.
- 7.3 The Contractor shall document the security roles and responsibilities related to the Contractor System, Processing of Police Data and performance of the Services and name the Contractor Personnel assigned to such roles and notify the Force of the same (and any amendments thereto) in writing from time to time.
- 7.4 The Contractor shall ensure that all Contractor Personnel who have unescorted access to Force Premises will comply with all visitor requirements and standard policies, rules and regulations relating to such Force Premises as the Force shall require from time to time.
- 7.5 The Contractor shall ensure that only authorised Contractor Personnel have physical and logical access to the ICT Environment and further, in respect of Police Data and the Force System, only such of those Contractor Personnel who need such access for the purposes of performance of the Services.
- 8. Principles Of Security**
- 8.1 The Contractor acknowledges that the Force places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Sites and security for the Contractor System. The Contractor also acknowledges the confidentiality of Police Data.
- 8.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security in relation to the Contractor System which:
- 8.2.1 is in accordance with Good Industry Practice and Law;
 - 8.2.2 complies with the Security Policy;
 - 8.2.3 meets any specific security threats to the Contractor System; and
 - 8.2.4 complies with ISO/IEC27002 and ISO/IEC27001, PASF or equivalent standard in accordance with paragraph 11 of this Schedule.
- 8.3 Without limiting paragraph 8.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Force from time to time):
- 8.3.1 loss of integrity of Police Data;
 - 8.3.2 loss of confidentiality of Police Data;
 - 8.3.3 unauthorised access to, use of, or interference with Police Data by any person or organisation;
 - 8.3.4 unauthorised access to network elements, buildings, Force Premises, the Sites, and tools used by the Contractor in the provision of the Services;
 - 8.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Police Data; and
 - 8.3.6 loss of availability of Police Data due to any failure or compromise of the Services.
- 9. Security Plan**

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9.1 Introduction

The Contractor shall develop, implement and maintain a Security Plan to apply during the term of the Contract and after the end of such term (as applicable) in accordance with an exit plan which will be approved by the Force, tested, periodically updated and audited in accordance with this Schedule.

9.2 Development

9.2.1 Within 20 Business Days after the date of the Contract, the Contractor will prepare and deliver to the Force for approval its full and final Security Plan.

9.2.2 If the Security Plan is approved by the Force it will be adopted immediately. If the Security Plan is not approved by the Force the Contractor shall amend it within 10 Business Days of a notice of non-approval from the Force and re-submit to the Force for approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Business Days (or such other period as the parties may agree in writing) from the date of its first submission to the Force. If the Force does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Force pursuant to this paragraph 9.2.2 of this Schedule may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements of this Schedule shall be deemed to be reasonable.

9.3 Content

9.3.1 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:

9.3.1.1 the provisions of this Schedule;

9.3.1.2 the provisions of the Requirement relating to security;

9.3.1.3 ISO/IEC27002 and ISO/IEC27001, PASF or equivalent standard;

9.3.1.4 such data protection compliance guidance as may be produced by the Force;

9.3.1.5 the minimum set of security measures and standards required where the ICT Environment will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;

9.3.1.6 any other extant national information security requirements and guidance, as provided by Information Security Officers; and

9.3.1.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.

9.3.2 References to standards, guidance and policies set out in paragraph 9.3.1 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.

9.3.3 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Contractor shall notify the Force's contract manager of such inconsistency immediately upon becoming aware of the same, and the Force's contract manager shall, as soon as practicable,

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advise the Contractor which provision the Contractor shall be required to comply with.

9.3.4 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001, PASF or equivalent standard cross-referencing if necessary to other Schedules of the Contract which cover specific areas included within that standard.

9.3.5 The Security Plan shall be written in plain English in language which is readily comprehensible to the staff of the Contractor and the Force engaged in the Services and shall not reference any other documents which are not either in the possession of the Force or otherwise specified in this Schedule.

9.4 Amendment and Revision

9.4.1 The Security Plan will be fully reviewed and updated by the Contractor annually, or from time to time to reflect:

9.4.1.1 emerging changes in Good Industry Practice;

9.4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;

9.4.1.3 any new perceived or changed threats to the Contractor System; and

9.4.1.4 a reasonable request by the Force

9.4.2 The Contractor will provide the Force with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Force.

9.4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of a Force request or change to the Requirement or otherwise) shall be subject to the Change Control Procedure and shall not be implemented until approved in writing by the Force.

10. **Audit and Testing**

10.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Force.

10.2 The Force shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Force with the results of such tests (in a form approved by the Force in advance) as soon as practicable after completion of each Security Test.

10.3 Without prejudice to any other right of audit or access granted to the Force pursuant to the Contract, the Force shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including without limitation penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Force may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the Services. If such tests impact adversely on its ability to deliver the Services in accordance with the Requirement and the Contract, the Contractor shall be granted relief against any resultant under-performance for the period of the tests.

10.4 Without prejudice to any other right of audit or access granted to the Force pursuant to the Contract, the Force may at any time conduct an audit for the purpose of assessing the Contractor's compliance with its obligations under this Schedule. The Force shall use its reasonable endeavours to ensure that the conduct of each audit

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does not unreasonably disrupt the Contractor or delay the provision of the Services. Subject to the Force's obligations of confidentiality, the Contractor shall (and shall procure that the Contractor Personnel shall) on demand provide the Force (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including without limitation all information requested by the Force within the permitted scope of the audit, reasonable access to any Sites, access to the Contractor System and access to Contractor Personnel.

- 10.5 Where any Security Test carried out pursuant to paragraphs 10.2 or 10.3, or audit performed pursuant to paragraph 10.4, above reveals any actual or potential security failure or weaknesses, or any other breach by the Contractor of its obligations under this Schedule, the Contractor shall promptly notify the Force of the changes to the Security Plan (and the implementation thereof) and / or other remedial action (as applicable) which the Contractor proposes in order to correct such failure or weakness or remedy such breach. Subject to the Force's written approval (in accordance with paragraph 9.4.3 in respect of the Security Plan), the Contractor shall implement such changes or remedial action in accordance with the timetable agreed with the Force or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where a change to the Security Plan or remedial action is to address a non-compliance with the Security Policy or obligations under this Schedule, the change to the Security Plan and / or remedial action (as applicable) shall be at no additional cost to the Force. For the purposes of this paragraph 10, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.
11. **Compliance With ISO/IEC 27001**
- 11.1 The Contractor shall obtain independent certification of the Security Plan or evidence compliance that they are working towards ISO 27001, PASF or equivalent standard as soon as reasonably practicable and will maintain such certification for the duration of the Contract.
- 11.2 If certain parts of the Security Plan do not conform to good industry practice as described in ISO 27002 and, as a result, the Contractor reasonably believes that its certification to ISO 27001 would fail in regard to these parts, the Contractor shall promptly notify the Force of this and the Force in its absolute discretion may waive the requirement for certification in respect of the relevant parts.
- 11.3 The Contractor shall carry out such regular security audits as may be required by the British Standards Institute in order to maintain delivery of the Services in compliance with security aspects of ISO 27001, PASF or equivalent standard and shall promptly provide to the Force any associated security audit reports and shall otherwise notify the Force of the results of such security audits.
- 11.4 If it is the Force's reasonable opinion that compliance with the principles and practices of ISO 27001, PASF or equivalent standard is not being achieved by the Contractor, then the Force shall notify the Contractor of the same and give the Contractor a reasonable time (having regard to the extent of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO 27001, PASF or equivalent standard. If the Contractor does not become compliant within the required time then the Force has the right to obtain an independent audit against these standards in whole or in part.
- 11.5 If, as a result of any such independent audit as described in paragraph 11.4 the Contractor is found to be non-compliant with the principles and practices of ISO 27001, PASF or equivalent standard then the Contractor shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Force in obtaining such audit.
12. **Breach Of Security**

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- 12.1 Either party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan provided always that the Force shall only be required to notify to the extent that the Breach of Security affects the Services.
- 12.2 Upon becoming aware of any of the circumstances referred to in paragraph 12.1, the Contractor shall:
- 12.2.1 immediately take all steps necessary to:
- 12.2.1.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and
- 12.2.1.2 prevent an equivalent breach in the future.
- Such steps shall include any action or changes reasonably required by the Force. In the event that such action is taken in response to a breach that is determined by the Force acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the Change Control Procedure.
- 12.2.2 as soon as reasonably practicable provide to the Force full details (using such reporting mechanism as may be specified by the Force from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

13. **Business Continuity and Disaster Recovery**

- 13.1 Without prejudice to the provisions of paragraphs 2.2.6 and 2.3, the Contractor warrants, represents and undertakes for the duration of the Contract that it will have an up-to-date business continuity and disaster recovery plan in relation to the performance of the Services, availability of the Contractor System and Police Data and compliance with its obligations under this Schedule sufficient to enable it to maintain or promptly reinstate (within such reasonable time periods as the Force shall from time to time specify) performance of the Services, availability of the Contractor System and Police Data and compliance with its obligations under this Schedule in the event of a disaster or other business interruption (“Contractor BCDR Plan”). The Contractor shall provide the Force with an up to date copy of the same whenever requested by the Force and whenever it is amended. The Contractor will ensure that the Contractor BCDR Plan complements and co-ordinates with the Force BCDR Plan. The Contractor shall ensure that it is able to implement the Contractor BCDR Plan at any time in accordance with its terms.
- 13.2 The Contractor shall carry out regular tests (at least once every 12 months) of the Contractor BCDR Plan and shall provide the Force with 6 weeks prior written notice of such planned test date. The Force shall have the right to observe such tests and the parties shall meet following such tests to discuss whether any updates or amendments are required to the Contractor BCDR Plan. The Contractor shall provide the Force with full written details of the results of each test.
- 13.3 The Contractor will ensure that any tests of the Contractor BCDR Plan do not interrupt or otherwise adversely affect the provision of the Services in accordance with the Contract or the availability of the ICT Environment and Police Data, nor otherwise disrupt the Force’s operations.
- 13.4 The Contractor shall undertake regular risk assessments in relation to the provision of the Services, availability of the ICT Environment and Police Data and compliance with its obligations under this Schedule, not less than once every six months and in accordance with the Security Policy and shall provide the results of, and any recommendations in relation to, those risk assessments to the Force promptly in writing following each such risk assessment. Such risk assessment shall include the identification of any threats or risks, how such threats and risks may be mitigated

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and how the provision of the Services, availability of the ICT Environment and Police Data and compliance with its obligations under this Schedule may be maintained in the event of any such identified threats or risks materialising. The Contractor shall maintain an up-to-date risk register in connection with the foregoing and make the same available to the Force upon request.

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