

Dated 6th July 2012

Child Maintenance and Enforcement Commission

-and-

The Centre for Separated Families

for

SELF DIAGNOSTIC TOOL

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THIS CONTRACT is made on 6th July 2012

BETWEEN (the Parties):-

- (1) The Child Maintenance and Enforcement Commission (**the Authority**): and
- (2) The Centre for Separated Families (registered number 1055173) whose registered office address is at 16 Coppergate House, Brune Street, London, E1 7NJ (**the Contractor**);

(and hereinafter called the '**Parties**').

RECITALS

The Contractor has agreed to provide the Services on the terms and conditions set out in this Contract. The Authority's reference number/name for this Contract is SF02_DIAGTOOL.

1. DEFINITIONS AND INTERPRETATION

1. In this Contract the following definitions shall apply:

"Confidential Information" means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998. Confidential Information shall not include information which:

- (i) was public knowledge at the time of disclosure (otherwise than by breach of clause 4.2 (Confidential Information));
- (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) is independently developed without access to the Confidential Information.

"Contract" means the arrangement between the Authority and the Contractor, including the attached Schedules.

"Contract Period" means the Term along with any period of extension (if applicable) entered into in accordance with clause 17 (Extension of Term).

"Contracting Authority" means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006.

"Contractor's Solution" means the Contractor's solution to the Requirements as set out at Schedule 2

"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.

“Effective Date” means the date of this Contract

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Laws” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply.

“Requirement” means the services to be supplied under the Contract in accordance with Schedule 1.

“Service(s)” means the services to be supplied in accordance with this Contract and as specified in the Requirement and the Contractor’s Solution.

“Term” means the period from the date of this Contract until 7th November 2012.

2. If there is any conflict between the clauses and the schedules and/or any annexes to the schedules and/or any other documents referred to in this Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - 2.1. the clauses;
 - 2.2. schedule 1 (Requirements);
 - 2.3. schedule 3 (Charges)
 - 2.4. schedule 2 (Contractor’s solution) and any other document referred to in this Agreement or any other document attached to this Agreement.

2. CONTRACTOR OBLIGATIONS

2.1. The Contractor shall promptly and efficiently provide the Service in accordance with:

2.1.1. the Requirement;

2.1.2. The Contractor’s Solution

2.1.3. the Contract;

2.1.4. Good Industry Practice;

2.1.5. all applicable Laws;

2.2. The Contractor shall (at no additional cost to the Authority) throughout the term of this Contract make all necessary changes to the Service to take account of and remain compliant with all applicable changes in Law.

3. STATUTORY OBLIGATIONS AND REGULATIONS

3.1.Discrimination

3.1.1. The Contractor shall not in the performance of this Contract 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 Equal Pay Act 1970, the Equality Act 2010 the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

3.1.2. Any breach by the Contractor of Clause 3.1.1 above shall be a Default for the purposes of Clause 16 (Termination/Breach).

3.2.Health and Safety

3.2.1. The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, in the performance of its obligations under the Contract.

3.2.2. The Contractor shall promptly inform the Authority of any health and safety hazards which may arise or exist in connection with the performance of this Contract.

3.2.3. The Contractor shall inform the Authority immediately of any changes to the circumstances reflected in the health and safety information submitted by the Contractor to the Authority.

3.2.4. Either Party whilst on the premises of the other Party shall comply with any health and safety measures implemented by the other Party in respect of those premises.

3.3.Workers/Employees

3.3.1.The Contractor shall comply with the provisions of the National Minimum Wage Act 1998 and the Working Time Regulations 1998 in the performance of its obligations under this Contract.

3.4.Fraud

3.4.1.The Authority places the utmost importance on the need to prevent fraud and irregularity in the delivery of this Contract. Contractors and sub-contractors are required to have an establish a system that enables Contractor and sub-contractor staff to report inappropriate behaviour by colleagues in respect of contract performance claims.

3.4.2.The Contractor shall use its best endeavours to safeguard the Authority's funding of the Contract against fraud generally and, in particular, fraud on the part of the Contractor's directors, employees or sub-contractors. The Contractor shall pay the utmost regard to safeguarding public funds against misleading claims for payment and shall notify the Authority immediately if it has reason to suspect that any serious irregularity or fraud has occurred or is occurring.

3.4.3.If the Contractor, its staff or its sub-contractors commits fraud in relation to this or any other contract with the Crown (including the Authority) the Authority may:

3.4.3.1. terminate the Contract and recover from the Contractor the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period; or

3.4.3.2. recover in full from the Contractor any other loss sustained by the Authority in consequence of any breach of this clause.

3.4.4.Any act of fraud committed by the Contractor or its sub-contractors (whether under this Contract or any other contract with any other Contracting Authority) shall entitle the Authority to terminate this Contract, and any other contract the Authority has with the Contractor, by serving written notice on the Contractor.

3.4.5.If the Authority finds that the Contractor has deliberately submitted false claims for Contract payments with the knowledge of its senior officers the Authority will be entitled to terminate this Contract, or any other contract the Authority has with the Contractor, with immediate effect.

4. PROTECTION OF INFORMATION

4.1.Data Protection

4.1.1. In carrying out this Contract, the Contractor shall maintain in existence throughout the term of the Contract a registration with the Data Protection Commissioner appropriate to the performance of this Contract pursuant to the Data Protection Act 1998 (**the DPA**) and shall comply with all relevant requirements of the DPA.

4.1.2. In relation to any processing of Personal Data in connection with this contract, the parties shall at all times comply with the DPA and all and related legislation as enacted from time to time. The Authority shall be a Data Controller of the Personal Data collected and held by the Contractor in performing the Service and such Personal Data shall form part of the Authority's Data. For the purposes of this clause the terms Personal Data and Data Controller are as defined in the DPA.

4.1.3.The Contractor shall be liable for and shall indemnify the Authority against any expense, liability, loss, claims or proceedings arising as a result of or in connection with any breach of clause 4.1.

4.2.Confidential Information

4.2.1. The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Authority under or in connection with the Contract:

4.2.1.1. is given only to such of the staff and professional advisors or consultants engaged to advise it in connection with the Services as is strictly necessary for the performance of the Services and only to the extent necessary for the performance of the Services;

4.2.1.2. is treated as confidential and not disclosed (without prior approval) or used by any staff or such professional advisors or consultants otherwise than for the purposes of the Contract.

4.2.2. The Contractor shall not use any Confidential Information it receives from the Authority otherwise than for the purposes of this Contract.

4.2.3. The Contractor undertakes to use any information or other material disclosed to it in connection with the Services, solely for the purpose for which such information or other material was disclosed to it.

4.3. Freedom of Information

4.3.1. The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations (**EIR**) and shall assist and cooperate (and shall procure that any sub contractors assist and cooperate) with the Authority (at the Contractor's expense) to enable the Authority to comply with these information disclosure requirements.

4.3.2. In no event shall the Contractor respond directly to a Request for Information (as defined by FOIA or EIR) in relation to the Contract and/or the Services unless expressly authorised to do so by the Authority.

4.4. Audit

4.4.1. The Contractor and any sub-contractors appointed by it shall maintain such records and other documents as the Authority may reasonably require throughout the period of this Contract and for a period of six (6) years from the end of the financial year in which the last payment is made by the Authority under the terms of this Contract. In particular the Contractor acknowledges that the keeping of such records is necessary for the Authority to verify the Contractor's entitlement to payment under this contract.

4.4.2. During the period referred to above, the Contractor and any sub-contractors shall make the records and documents available for auditing purposes upon reasonable request by the Authority.

5. THE AUTHORITY'S OBLIGATIONS

- 5.1. The Authority shall pay the Contractor on the basis stated in Schedule 3. Unless otherwise stated therein, the Authority shall pay the Contractor the agreed price within 30 days of receipt of a valid invoice (being one that is issued after any relevant achievement criteria have been met), provided that the Contractor has provided full and proper delivery of the Service, supported by full and accurate information and documentation to the satisfaction of the Authority.
- 5.2. The Contractor shall ensure that a term is included in any Sub-contract permitted under this Agreement which requires the Contractor to pay any undisputed sums due to the relevant Sub-contractor within a specified period that does not exceed 30 days from the date the Contractor receives the Sub-contractor's invoice.
- 5.3. Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under clause 4 (Protection of Information).
- 5.4. Either Party to this Contract can recover any monies paid by them to the other Party which are found not to be due by deducting sums from any subsequent payment due to the other. The right of deduction extends to any agreement between any part of Her Majesty's Government and the Contractor. The Authority shall consult the Contractor before making any deductions.

6. CONTRACTOR'S EMPLOYEES AND SUB-CONTRACTORS

- 6.1. The Contractor shall be responsible for ensuring that its employees and sub-contractors (and their respective employees) are not claiming any state benefit, where payment of that benefit is precluded due to earnings. The Contractor shall further use all reasonable endeavours to ensure that its employees and subcontractors (and their respective employees) who are not EC nationals are legally entitled to be resident in the United Kingdom and have a work permit, where applicable. The Contractor shall at all times take reasonable steps to ensure compliance with this Clause.
- 6.2. The Contractor shall be responsible for ensuring that its employees comply with the relevant provisions of the Contract in the performance of the Services. This obligation shall include but shall not be limited to the following clauses of this Contract:
- 6.2.1. Clause 2 - Contractor Obligations;
 - 6.2.2. Clause 3 - Statutory Obligations and Regulations;
 - 6.2.3. Clause 4 - Protection of Information;
 - 6.2.4. Clause 10 - Reputation and Public Service Considerations;
 - 6.2.5. Clause 11.1.3 - relating to computer misuse.
- 6.3. Where any of the Contractor's obligations under this Contract are carried out by a subcontractor, the Contractor shall ensure that in carrying out those obligations the subcontractor and their respective employees comply with the provisions of this Contract.

7. ASSIGNMENT AND SUBCONTRACTING

7.1. The benefit and burden of this Contract may not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Authority. Such consent may be given subject to any conditions which the Authority considers necessary. The Authority reserves the right to withdraw its consent to any subcontractor where it has reasonable grounds to cease to approve of the subcontractor or the subcontracting arrangement.

7.2. Where the Contractor subcontracts the delivery of all or any part of the Service, the Contractor shall nonetheless remain accountable in all respects to the Authority for the full and proper delivery of the Service.

7.3. The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority; or
- (b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Client; or
- (c) any private sector body which substantially performs the functions of the Client,

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

8. CONTRACT MANAGEMENT

8.1. The Contractor shall appoint a named Contract Manager who shall cooperate with the Authority's Contract Manager to ensure that the Service is delivered to the quality and levels of performance as specified in this Contract.

8.2. Each Party shall promptly notify the other of the name of the Contract Manager or Contract Manager (as appropriate) and of any subsequent replacement.

8.3. The Contractor shall promptly comply with all reasonable requests or directions of the Authority in respect of this Contract.

9. STATUS OF CONTRACTOR

9.1. In carrying out its obligations under this Contract the Contractor agrees that it shall be acting as principal and not as the agent of the Authority. The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Authority.

9.2. Nothing in this Contract shall be deemed to constitute or create a partnership (as defined in the Partnership Act 1890) between the Parties to this Contract.

10. REPUTATION AND PUBLIC SERVICE CONSIDERATIONS

Reputation

10.1. In providing the Service(s) the Contractor shall pay the utmost regard to the standing and reputation of the Authority and the Secretary of State for Work and Pensions and shall not do (by act or omission) anything that may bring the standing or reputation of the Authority or the Secretary of State into disrepute or attract adverse publicity to the Authority or the Secretary of State or which may harm the confidence of any of the public in the Authority or the Secretary of State.

Transparency

10.2. In order to meet with Cabinet Office requirements for greater transparency in central government procurement and contracting the Authority shall be entitled to publish (or consent to the publication by another Government department) the invitation to tender and contractual documentation relating to the Services. In circumstances where it can be justified, redactions will be made to such documentation before publication in order to comply with existing law and for the protection of national security.

11. WARRANTIES

11.1. The Contractor warrants and represents to the Authority that:

11.1.1. any goods supplied by the Contractor pursuant to the delivery of any part of the Service shall be of satisfactory quality and fit for their purpose and shall be free from defects in design, material and workmanship and that any software and/or firmware supplied by it and/or used by it to provide the Service will be Euro Compliant;

11.1.2. the Contractor has full capacity and Authority and all necessary licences, permits and consents to enter into and to perform this Contract and that this Contract is executed by a duly authorised representative of the Contractor;

11.1.3. the Contractor will not do anything (and shall ensure that none of its employees or other personnel do anything) which constitutes an offence under the Computer Misuse Act 1990, and that it has appropriate security measures in place to prevent/detect unlawful use of its IT systems;

11.1.4. it is not, and has not been, in default of any obligations to which it is subject to by reason of membership of any association or body; and

11.1.5. that so far as the Contractor is aware the information contained in the Contractor's proposal document issued in response the invitation to tender for the Services is true and accurate.

12. INDEMNITY AND LIABILITY

12.1. Subject to clause 12.2 and 12.4 the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of

the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any of its staff on premises occupied by the Authority, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any 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.

12.2. The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

12.3. Neither Party excludes or limits its liability to the other for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation or any breach of any obligations implied by Section 12 of the Sales of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 or in respect of the indemnity in clauses 12.6 (Tax) and [*IPR indemnity (may be inserted under clause 13 if required by Contractor Solution)*],

12.4. The Contractor's liability for all loss of or damage to the Authority Premises, property or assets (including technical infrastructure, assets or equipment) shall in no event exceed 150% of the value of the Contract under Schedule 3;

12.5. Any individual carrying out the Services on behalf of the Contractor shall remain an employee of the Contractor. Nothing in this Contract or the nature of the work carried out by any individual working for or on behalf of the Contractor in the provision of the Services shall render them an employee, worker, agent or partner of the Authority and no individual working for or on behalf of the Contractor in the provision of the Services shall hold themselves out as such.

12.6. The Contractor shall be fully responsible for and indemnify the Authority against any liability, assessment or claim for:

12.6.1. employee taxation and/or national insurance contributions howsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and

12.6.2. any employment related claim or any claim (including reasonable costs and expenses) brought by any individual working for or on behalf of the Contractor against the Authority arising out of or in connection with the provision of the Services.

13. INTELLECTUAL PROPERTY

13.1 All intellectual property rights arising from the Diagnostic Tool shall be the property of the Authority. In the event that the Contractor acquires, by operation of law or otherwise, title to any intellectual property rights relating to the Diagnostic Tool and/or the Services generally such intellectual property rights shall be transferred by the Contractor to the Authority immediately upon its request, whenever that request is made. For the avoidance of doubt the Authority shall have with unlimited rights to assign and/or transfer the Contractor's Solution to another..

13.2 The Contractor shall procure that any person(s)/organisations(s) with whom it works with/contracts with to deliver the Services agrees that the intellectual property rights in the Diagnostic Tool and Services delivered shall be the property of the Authority and that in the event that such person(s)/organisations(s) acquires, by operation of law or otherwise, title to any intellectual property rights relating to the Diagnostic Tool and/or the Services generally such intellectual property rights shall be transferred to the Authority immediately upon its request, whenever that request is made.

14. INSURANCE

14.1. The Contractor shall ensure that it and its subcontractors shall have at all times in force adequate and suitable insurance to cover all claims referred to in Clause 12 (Indemnity and Liability).

14.2. Where the Contractor (or its subcontractors) is a person or body exempted from the obligations of the Employers Liability (Compulsory Insurance) Act 1969, the Contractor shall not be required to carry insurance for which it is exempted by the said Act if alternative arrangements for meeting such liabilities are made to the satisfaction of the Authority.

14.3. The Contractor, when requested, shall produce to the Authority certificates of insurance showing the actual coverage in force at the time of the request and shall give the Authority written notice before any such insurance is altered or cancelled.

15. TAX

15.1. The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

15.2. The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority 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 this Agreement. Any amounts due under this clause 15.2 shall be paid in cleared funds by the Contractor to the Authority not less than five Working Days before the date upon which the tax or other liability is payable by the Authority.

16. TERMINATION / BREACH

Termination for Convenience

16.1. During any extension period following the initial term, the Authority may terminate this Contract at any time by giving the Contractor **1 calendar months'** notice (or other such period as may be agreed between the parties) in writing and without the need to give any reason for the termination. In that event neither party shall have any right or rights against the other arising out of or as a consequence of such termination.

Termination for Default

16.2. The Authority may terminate the Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:

- (a) the Contractor has not remedied the Default to the satisfaction of the Authority within 25 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is, in the opinion of the Authority, a material breach of the Contract.

Insolvency

16.3. The Authority may terminate the Contract by written notice to the Contractor with immediate effect if an insolvency event affecting the Contractor occurs.

Force Majeure

16.4. The Contractor shall not be liable to the Authority if it is unable to perform its obligations in whole or in part due to circumstances beyond its reasonable control and which is not attributable to any act or failure to act on the part of the Contractor. If it is so affected the Contractor will work with the Authority to ensure the continuity of the Service in whatever way is possible. Where the Service is not delivered in whole or in part, the Contractor shall agree with the Authority an appropriate refund of any fees paid. The Authority shall not be liable for payment to the Contractor for any period during which the Services are not provided.

17. EXTENSION OF TERM

17.1. The Authority shall be entitled to extend the Contract beyond the Term on any number of occasions for a minimum period of one month but for no longer than six months after the expiration of the Term. The Authority will, if possible, give the Contractor a minimum of 1 months' notice if there is an intention to extend.

17.2. If the Authority does not wish to extend this agreement beyond the Term or any period of extension then this Contract shall expire on the expiry of the Term/applicable extension. In that event neither party shall have any right or rights against the other arising out of or as a consequence of the expiration of the Contract Period.

18. AMENDMENT AND VARIATION

18.1. Any variation to the terms of this Contract must be recorded in writing and before it takes effect it must:-

18.1.1. be signed on behalf of each party by an authorised representative;
and

18.1.2. address all consequential amendments required to be made to the Contract as a result of such variation.

18.2. Variations will take effect as from the date specified in the signed record of variation and shall not have retrospective effect unless expressly provided for in such record.

18.3. Each record of variation must be dated and sequentially numbered. Each Party will be entitled to an original executed counterpart of the record of variation.

18.4. In all respects other than as provided in such record of variation, this Contract will continue in full force and effect.

19. DISPUTES

19.1. The parties shall resolve disputes arising out of or in connection with this Agreement by escalation to the Parties' respective Senior Commercial Managers.

19.2. The Contractor shall continue to provide the Services in accordance with the terms of this Agreement until a dispute has been resolved.

20. PUBLICITY AND BRANDING

20.1. The Contractor shall not make any press announcements or publicise this Agreement or its contents in any way, or use the Authority's name or brand in any promotion or marketing or announcement of orders without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

20.2. Each party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other party (including the Services, the Contractor System and the Authority System) and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

21. SEVERANCE

21.1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions.

22. NOTICES / COMMUNICATIONS

22.1. The Parties shall each identify a representative who shall be the other Party's principal point of contact for day to day communications between the Parties.

23. ENTIRE AGREEMENT

23.1. This Agreement, together with the documents attached to it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters

24. LAW AND JURISDICTION

24.1. The formation, interpretation and operation of this Contract and any disputes arising under or in any way connected with the subject matter of this Contract (whether of a contractual or tortious nature or otherwise) shall be subject to English law.

Signed on behalf of the Contractor:

Signed on behalf of the Authority:

Name:

Name:

Signature:

Signature:

Position in organisation:

Position in organisation:

Date:

Date:

Schedule 1 - The Requirement

1. Background and Context

- 1.1. The Commission is a Crown Non-Departmental Public Body established in 2008 to take responsibility for the child maintenance system in Great Britain. The Commission's primary objective is to maximise the number of effective child maintenance arrangements in place for children who live apart from one or both of their parents, whether arranged privately or through the statutory scheme.
- 1.2. The functions of the Child Maintenance and Enforcement Commission are planned to transfer to the Department for Work and Pensions as an Executive Agency. The current planned date for this transfer is 1st August 2012.
- 1.3. The Government's Green Paper¹ 'Strengthening families, promoting parental responsibility: the future of child maintenance', and ²Social Justice: Transforming Lives outlines the Government's ambition to better co-ordinate support services for separated families. The Government's response to the ³Family Justice Review also outlined a requirement to provide information and support to separating or divorcing couples via an 'online hub'.
- 1.4. In response to the Green Paper, the Minister for Disabled People established a Steering Group of experts (listed in Annex C), including academics and voluntary sector representatives, to provide recommendations on how to better co-ordinate support services for separated and separating families. This included setting a vision of how coordinated support services for separating and separated parents could look in 2020 and the steps to achieve this. The Steering Group reflected the ambitions of the Green Paper and recommended that Government should act as an enabler, helping to join up existing services as well as identifying gaps in provision. The group proposed that delivery be available on websites separated and separating parents already use; complemented, where necessary, by telephone support and local face to face delivery.
- 1.5. The Steering Group recommended the development of a Web Application that provides self diagnosis, sophisticated search, and intelligent signposting together with quality assured content. The application should be syndicated on a variety of public-facing websites to reach parents in the places they already engage.

1 *The Green Paper* www.dwp.gov.uk/consultations/2011/strengthening-families.shtml

2 Social Justice: transforming Lives www.dwp.gov.uk/docs/social-justice-transforming-lives.pdf

3 *Response to the Family Justice Review* www.education.gov.uk/publications/standard/publicationDetail/Page1/CM-8273

1.6. In January 2012, the Minister announced the availability of funding for this Web Application as part of a package of support for separating and separated families. The funding will also support the voluntary and community sector to develop additional services to fill the key gaps in current support available to separated families. This will include developing local networks and testing new and innovative interventions.

1.7. The Steering Group have described their expectations of the Web Application (a part of which is the diagnostic tool and relevant to this ITT), below:

- Be an application (sophisticated widget) that can be embedded into any websites by the host, so that support services are accessible from sites users trust (particularly important for disengaged or hard to reach groups)
- Be easily syndicated to ensure organisations without specialist technical support can host the application to reach the widest possible audience quickly;
- Provide intelligent search for parents who know the support they need and signposting to the most relevant and local information and services;
- Have a look and feel that can be altered to fit the host site, whilst maintaining a memorable identity
- Act as the online information and support hub for couples, as outlined in the response to the Family Justice Review
- Have a presence on social media (for example, appear as a recommended link on facebook, or on separated parent specific sites such as netmums, either as a link-through or as a customisable application) together with a dedicated landing page

- And specifically for the purposes of this document:-
 - Provide self diagnosis for parents and couples to help identify and prioritise the type of emotional/therapeutic and/or practical support they need to enable effective signposting.

1.8. There is a range of existing support services which cover issues such as legal, financial, housing, health, among others, and it is often difficult for individuals experiencing separation to know what support they need and where to find it.

- 1.9. A quality marked Web Application should prove more effective and cost-efficient at reaching parents widely than a stand alone website because of the ability for it to be shared through host sites and social media, with the support of the well-respected organisations users already turn to. Models for long term self-sustainability are to be considered, and options to be explored will include transferring ownership to a third party in the next few years and self-funding through advertising, amongst other revenue generators.
- 1.10. The Web Application will be used to meet the government's commitment to deliver an online hub providing information and support for couples, as outlined in the Government response to the Family Justice Review. Additionally, the Web Application will launch in October 2012 to complement the launch of the new 2012 child maintenance scheme.
- 1.11. With the above context in mind, this document will focus on the self-diagnosis element of the Web Application. The Web Application itself will be commissioned separately to the diagnosis tool, but the 'business logic' or 'blueprint' of the self-diagnosis tool will be provided to the supplier appointed by the Commission to design and build the Web Application. It is this business logic for which this ITT specifies requirements. The self diagnosis tool is a key element in helping parents collaborate in the best interests of their children and is pivotal to ensuring they can find the right information and help they need quickly wherever they are in their journey.

2. Objectives

- 2.1. The overall aim is provide requirements for a diagnosis tool that helps identify from information provided by users what their information and support needs are, and to then signpost them to services available to help them collaborate and address any underlying problems that stand in the way of collaboration. These support needs may be emotional (therapy, counselling etc) and/or practical (mediation, legal advice or representation, child maintenance etc), or they may even be to simply talk things through with someone. Whilst users may be able to use existing online tools to self-diagnose on specific aspects of their situation, we know that many people feel deeply confused and don't know where to start when separating. Therefore, this tool and the Web Application will allow separating and separated parents (including couples who are undergoing separation or divorce as outlined in the Government's response to the Family Justice Review) access to a range of co-ordinated support services from a variety of providers that meet their range of multiple needs from a single source.
- 2.2. The key objective of the Diagnosis Tool is to ensure that parents accessing the Web Application for the first time fully understand their

emotional and practical needs, such that they are provided with the tools they need and signposted to the most appropriate services for them. Importantly, it must also ask sufficient information from the user in order to identify and fast-track to relevant services people potentially in need of protective measures – for example, in cases of domestic violence or abuse, how to access a refuge and/or obtain advice on seeking legal protection from the courts. This objective would be met by the following:-

2.3. Creating business logic for a self-diagnosis tool that signposts users to high-level categories of web content that meets a number of requirements developed by the Steering Group including:

- support the vision outlined in the Green Paper and government response to the Family Justice Review and guiding principles for support services to help families resolve their problems and collaborate in the best interests of their children
- reflect the brand values of the co-ordinated support services quality mark. This is in development and will be available when the contract is awarded. Annex A outlines the current brand strategy
- be encouraging, welcoming, and engaging to use for the broadest possible audience
- appeal to hard-to-reach and traditionally disengaged audiences, or to those who may not believe there is a need for support, as well as more traditional users
- be recognised as a highly valuable tool by users who advocate it's use by recommending or signposting to it
- directly reflect the content outline provided in Annex B

3.4 All intellectual property rights arising from the Diagnostic Tool must be transferred to the Commission either by copyright or a perpetual, royalty free, irrevocable licence in favour of the Commission with unlimited rights to assign and/or transfer the Diagnostic Tool to a Supplier responsible for the Web Application.

3. Scope

In-Scope

3.1. All elements outlined specified in sections 7 to 12 below are in scope for the delivery of the Self Diagnostic Tool.

3.2. The diagnosis tool logic must be based on empirical research on how an individual can most accurately diagnose their emotional and practical needs to support them through separation.

Out of scope

3.3. Initial content strategy – Whilst there is general agreement on the high-level categories of web content, detailed requirements on content and content themes will be developed separately. This will include identifying what existing content could be reused, and what new content needs to be made available. The diagnostic tool supplier will have responsibility for developing the information architecture around these emerging content requirements and may have some editorial role to aggregate the information into logical user journeys. The initial content proposal is in Annex B.

3.4. Design, build and test of the wider Web Application and associated landing page. This will be commissioned separately. The logic of the self-diagnosis tool (specified in this document) will be provided to the supplier prior to design and build of the Web Application but will be tested as part of the user testing of the whole application

3.5. Links to partner sites as part of the signposting process

4. Values

- 4.1. The vision for providing more co-ordinated support for separating and separated families has at its heart the idea that parents need support to help them collaborate in the best interests of their children. The services will have their own unique 'brand' which includes a name and visual identity made up of a logo also to be used as a quality mark to demonstrate quality assurance⁴. The Web Application will be designed in accordance with brand identity guidelines outlining how the visual identity should be applied across the application.
- 4.2. At the heart of the brand is the Steering Groups' vision of 'supporting families to thrive' together with their guiding principles for co-ordinated services which set the foundation for what the brand will represent.
- 4.3. Reliability and ease of use (for example, simple, engaging and appealing as demonstrated through client testing, and using web design best practice) is important and the solution should be relatively straightforward to use both by third parties distributing and hosting as well as users themselves. Users should be able to find the right information they are looking for but equally should be capable of identifying need where the use is not clear, and to prompt the user with services which are relevant yet which they may not have considered – e.g. mediation - quickly as and when they need it.

⁴ Procurement of the brand and quality mark are outside the scope of this document

- 4.4. Supporting the brand, the self diagnosis tool must welcome users, feel approachable and 'safe' to use. The personality of the brand is one which is uplifting and positive. This means conveying a friendly, down to earth, warm and feel good tone that is inviting and can engage users.
- 4.5. A summary of the brand strategy is included at Annex A and it is important that the successful supplier understands and embraces the strategy and can demonstrate empathy for separated families.

5. Target Audience

- 5.1. There are estimated to be 2.6m separated families in the UK with much more contemplating separation, for whom these services will provide support. These include mums, dads and step parents and couples without children going through or thinking about separation. In addition, it will cater for the needs of extended family members involved in decisions around separation and parenting; such as grandparents.
- 5.2. We particularly want to widen access to co-ordinated family support services amongst the following:-
 - Disadvantaged and harder-to-reach groups such as Black and Minority Ethnic groups and Lesbian, Gay, Bisexual, Transgender community;
 - Traditional non-users such as men who are separated from their families; and
 - Teenage mothers and fathers.
- 5.3. The self-diagnosis tool must be targeted at all users of the Web Application. Its primary goal is to encourage all users to self-diagnose, leading the user to relevant and tailored content and intelligent signposting to help them collaborate. This is to ensure that users who may be using the application looking for one type of support service, are also able to see what other support may be relevant to their circumstances. The suggested type of support could be one they may not have previously considered, or thought they even needed.
- 5.4. Initially the target audience will focus on separating and separated parents (including couples without children), those contemplating separation and those supporting friends and family in separation.
- 5.5. Users may already access services delivered by other government departments such as Department for Education (DfE), Ministry of Justice (MOJ) and Department of Health (DoH) and the devolved administrations, and/or the voluntary and community sector who also engage with the target audience. The audience will also include separating couples experiencing divorce or separation, as outlined within the Government's response to the Family Justice Review.

6. Requirements

General

- 6.1. The diagnosis tool logic must be based on empirical research referenced by suppliers on how an individual can most accurately diagnose their emotional and practical needs to support them through separation. Supplier expertise may be in online self-diagnosis only, in which case you may wish to consider bringing together expertise in family separation (or vice versa), from other sources to create a high quality diagnostic tool.
- 6.2. The tool must be able to diagnose parents and children at risk (e.g. domestic abuse cases) through effective questioning at the earliest possible point in the diagnosis journey and have measures in place to signpost to appropriate help
- 6.3. The diagnosis must consider an audience who may already feel they know about their information or support needs and consider offering other support services that may be linked in a sophisticated manner i.e. whilst the user's immediate need may be practical (e.g. housing), this may have stemmed out of emotional circumstances (e.g. relationship breakdown leading to the need for GP intervention or counselling)⁵. It must appeal equally to men and women and be non-judgemental.
- 6.4. The logic and content of the self-diagnosis tool should aim to be easily adaptable to an online format, taking into account the space restrictions of the Web Application.
- 6.5. Ideally, the tool should be universal and flexible so that the approach and logic can be applied across a range of engagement channels e.g. telephony, face-to-face, although online self diagnosis is the main focus. This is desirable but not essential.
- 6.6. The Commission has purposely not specified the format of the Tool and Suppliers are not restricted in this respect and are encouraged to use innovative techniques.
- 6.7. Achieve the above objectives in an expedient, timely manner by 3rd August 2012 without jeopardizing the evidence base and general quality of the tool. This is a mandatory requirement.

7. Content

- 7.1. The diagnostic tool will, through intelligent signposting, effectively bring together content and services from the voluntary and community, private, and public sector to support separated parents to find and access the support they need. The detailed content will be provided to

⁵ Amazon uses a similar model to suggest related products and services to the ones users are currently exploring, although this must be done in a sensitive way given the emotional difficulties separating parents may be experiencing.

the Web Application supplier separately, but the general categories of content are as follows: Dispute resolution services (mediation and where appropriate, legal services, Housing, Children & Parenting, Money & Finance, Health, Work & Benefits and Relationship Conflict (categories detailed further in Annex B). The content will be attractive, brief and draw the user in to explore it further. Supplier's approaches must consider these categories as the end point in the user journey when producing the logic for the diagnosis tool, accepting that the actual content is still *to be developed through a separate procurement exercise*. However, the supplier can recommend additional content if that supports the requirements

- 7.2. Provide detailed requirements (including functional requirements, client journeys, and implementation specification) for the business logic behind the self-diagnostic tool.
- 7.3. Ensure the business logic of the diagnostic tool (or approach to how the diagnosis is achieved) is successfully communicated to the supplier building the Web Application. In addition to the documents stated above, this may include a number of face to face meetings with this supplier with input from other government officials to ensure the approach remains consistent from design to implementation.
- 7.4. Although the diagnosis tool will be optional for people coming into the Web Application, we know that users are deeply conflicted and confused at the point of separation. Therefore the diagnostic tool must encourage its use by drawing users in through attractive introductory content – and be as non-judgemental as it is compelling. The Web Application will have the diagnosis tool at its heart helping users get to the content relevant to their circumstances and needs.
- 7.5. User experience of the diagnosis tool is critical to the success and accuracy of the tool. Consideration must be given to achieving the right balance between keeping the user interested through the journey of “being diagnosed” and making the tool responsive to what the user is saying so that the user feels there is a two-way interaction and having enough detail on the user's needs to signpost to the most relevant information and support for him/her.
- 7.6. The diagnosis tool must help users with multiple needs to prioritise the needs and therein the support they should access and in what order. The tool should be non linear to ensure users can move across different areas without going back to the start, keeping in mind certain questions around user location and risk factors need not be revisited.
- 7.7. Where diagnosis suggests that there is a need to resolve a dispute, in the first instance, users must be offered content to help them resolve the dispute themselves, then mediation, and then legal routes where appropriate to reflect the overarching ambition to encourage parents to collaborate.
- 7.8. The content can be provided in any format that engages the most amount of people, being mindful of continuing to adhere to

accessibility requirements no. 10.1 to 10.4 below. The content must also be accessible to those with little or no formal education.

- 7.9. Although the Web Application will be available at national level (UK), the user may choose to use locally available services. Therefore, the Diagnostic Tool must ask where the user is geographically. This is in order to present relevant content to the user's location (eg users in Wales searching for housing support will have different service needs to those in England or Northern Ireland). It also needs enough sophistication to deal with someone living on the border of England and Wales for example.

8. *Look and Feel*

- 8.1. Although the look and feel of the product will largely depend on the design and user interface of the tool, the logic of the diagnostic tool must reflect the brand strategy, associated values/style and quality assurance e.g. be user focused, non judgemental, friendly (see section 3.3 and Annex A).
- 8.2. The final product must have an easy-to-use User Interface (UI), particularly for users with low levels of web literacy. Suggestions would be welcome on how the tool could be designed online, it's UI and navigation through the diagnosis process. This requirement is desirable but not essential.
- 8.3. Supplier's solution must reflect of the brand strategy and vision, using best practice to embed, engage and help users reach a solution. This might include "nudge" and behavioural economics principles that contribute to helping parents work together for the benefit of their children. These are not exhaustive principles and suggestions will be welcome on other ways to engage users.
- 8.4. The product must be engaging and appear simple and uncomplicated – which might enable users to "skip-through" inappropriate content or questions, keeping in mind accessibility requirements as described in paragraphs 10.1 to 10.4. However, the tool will need to verify with the user at the end of the process that skipped sections are not needed if the information provided at the outset suggests otherwise.
- 9.5 It is hoped (time permitting) that the logic will be tested with clients before delivery. The successful supplier will be expected to consult with the organisation developing the Web Application at this stage should user problems be found with the diagnostic tool logic or journeys to improve user experience prior to launch. The test phase of the Web Application is currently scheduled for approximately 3 weeks in October, so the successful supplier must be prepared to use feedback from this test phase to improve the diagnostic tool. At this stage, it is challenging to anticipate the nature of changes that may be required after user, policy and practitioner feedback is received, but examples can include changes to the logic, front-end copy, visual tweaks, among others. However, the supplier does have the choice of

minimising changes to the actual logic by carrying out it's own testing before delivery.

9. *Accessibility*

- 9.1. Users will access the diagnostic tool through the Web Application.
- 9.2. The content and style of the tool must cater to the target audience outlined in section 6. Specifically, it should take a largely inclusive approach, keeping in mind vulnerable and/or minority groups, and ensure they are not disengaged. The tool must be simple in content and usability.
- 9.3. Whilst the functional ability to access the tool will mainly depend on the design and build of the Web Application, the diagnosis tool and logic behind it must consider W3C AA (<http://www.w3.org/WAI/intro/wcag.php>) accessibility standards if possible or allow alternative mechanisms of access – e.g. consider that the tool may be offered in a stripped down version as an alternative to the full tool within the Web Application. The application (and therefore the tool) must operate across all major web browsers and operating systems.
- 9.4. The diagnostic tool must comply with the DWP Welsh Language Scheme 2010⁶
- 9.5. The supplier must have due regard of using terminology and expressions which are accurately translatable.

10. *Future flexibility*

- 10.1. To help adapt the tool to different target audiences, the supplier should consider how flexible the tool is in its configuration and how then the logic can flex according to audience. For example, if future evaluation of the tool suggests that some diagnosis approaches work better with users of Website A, and some work for Website B, then the tool should have the ability to re-order it's "questions" or parameters to respective target groups. The tool would remain the same in principle; but have the ability to adapt better to different environments and audiences. This is desirable but not essential.
- 10.2. Given the availability of a supporting telephone network of trained agents who will provide a similar service by telephone, the supplier should give consideration to how agents can use the tool to help diagnose caller needs and signpost more specialist help where appropriate.
- 10.3. Similarly, the diagnostic logic should be adaptable for potential use in local / face-to-face sessions.

⁶ This is available at: <http://www.dwp.gov.uk/publications/corporate-publications/welsh-language-scheme/>

11. *Management Information (MI)*

- 11.1. The diagnosis tool must output its results/scores in a way that can be quantified for MI purposes, and as such the logic should embed MI collation.
- 11.2. Whilst the function of collecting MI will be built within the Web Application, the diagnostic tool must have available 'metrics' or measures in the diagnosis process that helps quantify the MI throughout the user journey. The Web Application must have the required knowledge of the type of metrics that ensure the correct data is collected, and include recommendation within the functional requirements and implementation documents.
- 11.3. The logic must be designed in such a way that capturing MI based on the location of the user (specified by users themselves through the diagnosis) is possible.
- 11.4. Overall usage of the diagnostic tool must be measured across websites and individual usage by host sites, and content sites. Although this MI functionality will be provided by the wider Web Application, the diagnostic tool must support the Web Application in measuring various data. This is largely dependent on the type of diagnosis tool designed, so we cannot provide detailed requirements on which MI is collectible (this will be up to the supplier to provide). Some initial MI must could include:
 - Basic analytics – total users ("user" being defined as completing the full diagnosis process), unique users, bounce /drop out rates, average time spent on the tool, access of content
 - Bounce / drop off rate at each stage of diagnosis
 - Time spent on each content category / sub category
 - Outcomes of diagnosis, and click rates after diagnosis
 - Advanced analytics – geo-demographic profiles if possible
 - Note these are not exhaustive and the measures will heavily depend on the type of diagnostic tool. Recommendations from the supplier drawing on own expertise is encouraged

12. *Contract Management Expectations*

- 12.1. This section details the Commission's contract management expectations. The contract will be managed by the Commissions Commercial team supported by XXXXXXXXXX, Director of Programme Delivery, with day-to-day delivery managed by XXXXXXXX (the Project Manager).

This section has been redacted under the exemption set out in section 40 of the Freedom of Information Act 2000 which covers personal information.

- 12.2. Commission staff will be responsible for sign off of the final product. Full payment will be made when the Commission approves the Diagnostic Tool product and the Supplier has successfully delivered the support services as described in this requirement document.
- 12.3. The successful supplier's proposal must include a production plan, which will form a costed schedule of the work.
- 12.4. The supplier will be required to deliver to their production plan which will form the basis discussions. A brief highlight report recording progress should be provided weekly to Commission stakeholders.
- 12.5. In addition, a weekly contract management conference call will be held to walk-through the highlight report, resolve contractual/variation issues and highlight progress against the production plan. Wider contextual issues will be discussed in this conference call such as emerging policy or stakeholder concerns.
- 12.6. The weekly conference call should be used to highlight if timescales become an issue and the production plan requires any change.

13. Delivery

- 13.1. The contract deliverables will be managed in a way similar to a project, i.e. against approved stages.
- 13.2. Delivery will be managed by XXXXXXXX, Project Manager, at CMEC. A weekly 'issues and actions' conference call will be held to explore and shape activities, resolve issues and help ensure the project deliverables are meeting the expectations of the Commission.

This section has been redacted under the exemption set out in section 40 of the Freedom of Information Act 2000 which covers personal information.

- 13.3. Work will be undertaken in agreed stages and will not progress without written approval of the stages shown below, provided in a written format (this can include presentations). The stages shown below should be added to the production plan in a sequence determined by the supplier:
 - Proposal
 - Functional specification and description of business logic
 - Client Journeys through diagnosis
 - Implementation Plan to handover the Diagnostic Tool to a supplier for design and build of the Web Application
 - User persona proposal, to ensure all audience needs are covered

- User testing prior to handover and/or as part of the Web Application testing process in October

14. *Quality assurance of the product delivery*

14.1. The Commission takes quality assurance very seriously and it is expected that all deliverables will be high-quality, audience-appropriate and follow a logical sequence. Quality Assurance (QA) will be in accordance with the Commission's QA process, described below.

14.2. Roles and responsibilities will be agreed with key stakeholders for each of the deliverables (using RACI methodology), and QA coordinated by the Commission project manager, providing stakeholder comments via a QA form to the supplier. It is crucial that the supplier then manages QA at their end, and this includes auditable version control with comments either impacted or fed-back to the stakeholder if not appropriate to take forward.

14.3. If QA comments are not impacted or fed-back to the respective CMEC representative, the deliverables may be specified as below standard.

Schedule 2 – Contractor’s Solution

This section has been redacted under the exemption set out in section 43(2) of the Freedom of Information Act 2000 because it is regarded as likely to prejudice the commercial interests of the supplier.

Schedule 3 – Charges and Charging Model

Cost of service

Diagnostic Tool

Proposed invoicing to CMEC:-

Number of People Full Time Equivalent	X
Average monthly salary including pension and ers NIC	£X
Salary Cost	£X
User Testing	£X
Travel and time for co-development work	£X
Other Cost	
Anticipated Profit	N/A
Total Charge	£X

This section has been redacted under the exemption set out in section 43(2) of the Freedom of Information Act 2000 because it is regarded as likely to prejudice the commercial interests of the supplier.

