

# THE DRAFT CRIMINAL DEFENCE DIRECT

## CONTRACT 2021

### CONTRACT FOR SIGNATURE

#### CONTRACT NUMBER [ ]

This Contract is made and executed on 2021

between:

- (1) The Lord Chancellor acting in his capacity as the Secretary of State for Justice on behalf of the Ministry of Justice via the Legal Aid Agency whose head office is situated at 102 Petty France, London, SW1H 9AJ ("we/us/our"); and
- (2) [Insert name][company number [insert company number]] ("you/your") whose principal/[registered] office is situated at [insert address](the "Provider").

#### BACKGROUND

- (A) On [ ] 2020 we published an invitation to tender (the "ITT") for the provision of telephone based legal advice and assistance to Clients detained at any Police Station who require provision of the CDD Service (as defined in the Standard Terms).
- (B) You submitted a response in respect of the ITT to provide the CDD Service.
- (C) Following our evaluation of your tender, we wish to appoint you to provide the CDD Service and you are willing to provide the same and to accept such appointment on the terms and conditions of this Contract.
- (D) The Contract is designed to: (i) improve the speed at which Clients can receive legal advice; (ii) reduce the number of unnecessary callouts of solicitors; and (iii) provide better value for money for public funds.
- (E) The Contract comprises of those documents as set out in Clause 12.1 of the Standard Terms.

#### 1. Definitions and order of precedence

- 1.1 The expression "Standard Terms" shall mean the Criminal Defence Direct Contract 2021 Standard Terms. Words and expressions defined in the Standard Terms shall have the same meaning when used in this Contract for Signature subject to Clause 1.2.
- 1.2 For the avoidance of doubt, in the event of any conflict between the provisions of this Contract for Signature and the Standard Terms (or any of the other Contract Documents) the provisions of this Contract for Signature shall prevail as further provided in Clause 12.1 of the Standard Terms (*Contract Documents and precedence*).

#### 2. Contract Period

- 2.1 The Contract Start Date shall be the date on which this Contract is executed (as above) and the Service Commencement Date shall be [1 June]<sup>1</sup> 2021. The Contract Period shall be the period of three (3) years commencing on the Service Commencement Date.

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<sup>1</sup> Date to be confirmed by the LAA before contract execution.

- 2.2 The Contract shall commence on the Contract Start Date and will, subject to early termination in accordance with the terms of the Contract (and including in accordance with Clause 3.1B (below)), expire at the end of the Contract Period.
- 2.3 We may extend the Contract Period on any number of occasions and for any period provided that:
  - (a) the minimum period of any such extension is three (3) months; and
  - (b) the aggregate duration of all extensions to the Contract Period pursuant to this Clause 2.3 may not exceed twenty-four (24) months.
- 2.4 To extend the Contract Period pursuant to Clause 2.3, we must give you at least three (3) months' (in the case of the first extension) or one (1) month's (in the case of any subsequent extensions) notice before the expiry of the then current Contract Period.

**3. Conditions**

3.1 We have granted this Contract on the following conditions:

Condition
<p>3.1A The Provider agrees and shall (at its own cost) successfully implement and achieve each and every milestone and any testing requirements set out in the Implementation Plan on or before the expiry of the Implementation Period.</p> <p>3.1B If the Provider, in the LAA's opinion, is in breach of Clause 3.1A (above) then the LAA shall be entitled to terminate this Contract (without prejudice to any other right or remedy) in accordance with Clause 25.5 of the Standard Terms.</p>

**4. Predecessor Bodies**

For the purposes of Clause 1.26 of the Standard Terms the following include those organisations which are Predecessor Bodies:

[List or state 'None']

**5. Annex**

The annex to this Contract for Signature sets out information and terms specific to you as at the Contract Start Date. This information may be updated from time to time in accordance with the Contract, in such case we may issue you with an updated annex which shall form part of this Contract for Signature.

**SIGNED** by the parties on the date which first appears at the top of this Contract for Signature

Signed by .....

Status of signatory

Authorised signatory for and on behalf of the Lord Chancellor

acting in his capacity as the Secretary of Justice on behalf of the Ministry of Justice via the Legal Aid Agency

Signed by .....

Status of signatory

Authorised signatory for and on behalf of the Provider

### Annex to the Contract for Signature

Issue Number	Date of Issue
1	[ ] 2020

#### A Contact Details

For the purpose of Clause 2.3 of the Standard Terms, as at the Contract Start Date your Contract Liaison Manager is as set out in the table below:

Contract Liaison Manager:	[insert full name]
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For the purpose of Clause 20.4(a) of the Standard Terms, your designated e-mail address, DX number and postal address as at the Contract Start Date are as set out in the table below:

E-mail address:	[insert email address]
DX number:	[insert DX number]
Postal address:	[insert postal address]
Telephone number:	[insert telephone number]

For the purpose of Clause 2.3 of the Standard Terms, as at the Contract Start Date your Contract Manager is as set out in the table below:

Contract Manager:	
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For the purpose of Clause 20.4(b) of the Standard Terms, our e-mail address, DX number and postal address are as at the Contract Start Date as set out in the table below:

E-mail address:	
DX number:	
Postal address:	
Telephone number:	

**B Quality Standard**

You must hold valid Lexcel or Specialist Quality Mark (SQM) accreditation throughout the Contract Period.

DRAFT