

**DATED**

**(1) THE LORD CHANCELLOR**

**AND**

**(2) [NAME OF PEER REVIEWER]**

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**PEER REVIEW PROCESS – PEER REVIEWER CONTRACT**

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**THIS CONTRACT** is made on

**BETWEEN: -**

**THE LORD CANCELLOR** whose head office is situated at 102 Petty France, London, SW1H 9AJ and

**[NAME OF PEER REVIEWER]** whose address is [address] (“you/your”).

**BACKGROUND: -**

- A** The Legal Aid Agency (LAA), on behalf of the Lord Chancellor, is responsible for administering and commissioning Legal Aid (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid Act and associated legislation.
- B** With expert assistance from researchers lead by Professor Avrom Sherr at the Institute of Advanced Legal Studies (IALS), part of the University of London, the LAA has developed an Independent Peer Review Process based on a specifically designed methodology with the object of assessing the quality of publicly funded legal advice provision in accordance with the objectives of the LAA’s functions under the Legal Aid Sentencing and Punishment of Offenders Act 2012. The Independent Peer Review Process Document dated November 2021 can be found on gov.uk at: <https://www.gov.uk/guidance/legal-aid-agency-audits>, as amended or superseded from time to time.
- C** The Independent Peer Review Process requires Peer Reviewers to carry out independent assessments based on their expertise in Specialist Categories of law. This includes attending mandatory relevant training to understand the Independent Peer Review Process and a Peer Reviewer’s obligations as part of that process, assessing the quality of work carried out on Closed Files by Legal Aid Providers and reporting on findings to the LAA.
- D** On 14 October 2024 we published the Information for Candidates. You submitted an application.
- E** Following our evaluation of your application, we wish to appoint you as a Peer Reviewer to provide Contract Work in relation to the Independent Peer Review Process and you are willing to provide the same and to accept such appointment on the terms and conditions of this Contract.

## **1 DEFINITIONS AND INTERPRETATION**

1.1 In this Contract the following expressions have the following meanings:

**“Act”** means the Legal Aid, Sentencing and Punishment of Offenders Act 2012;

**“Application Documents”** means any documents, including any Letters of Clarification, that you have submitted to us either in response to the application to become a Peer Reviewer with a view to obtaining this Contract and/or where you are seeking authority from us under this Contract (including authority to carry out specified work);

**“Attendance Fee”** means the monies payable for the Contract Work the Peer Reviewer actually and properly incurs at the rates set out at Schedule 3;

**“Attendance Fee and Expenses Claim Form”** means the claim form, as amended from time to time by the LAA, such amendments being notified to the Peer Reviewer and provided to the Peer Reviewer as appropriate;

**“Audit”** means: (a) an Official Investigation; and/or (b) an investigation by us in connection with the performance of your obligations and/or to check your compliance with your obligations under this Contract;

**“Bribery Legislation”** means the Bribery Act 2010 and any subordinate legislation made under it from time to time together with any guidance or codes of practice issued by the Government concerning the legislation;

**“Client”** means an individual whom the Director (or a person authorised by the Director) or the court has determined qualifies for receipt of Legal Aid (as defined by the Act) for whom a Provider is providing or has provided Legal Aid services;

**“Closed File”** means the documents relating to a Client matter within the Specialist Category as created and/or compiled by the Provider;

**“Confidential Information”** has the meaning given to it in clause 9 of this Contract;

**“Contract”** means this contract and the schedules and documents to this contract or types of documents referred to in those schedules as those documents are developed and amended by the LAA and provided to the Peer Reviewer from time to time;

**“Contract Documents”** has the meaning given to it at clause 1.26;

**“Contract Period”** means the period from the Contract Start Date to the Expiry Date;

**“Contract Start Date”** the date this Contract is executed, whichever is the later;

**“Contract Work”** means the work required to be provided by the Peer Reviewer and Senior Peer Reviewer in accordance with the requirements of this Contract and that work which is described and specified under Parts B and C of Schedule 2. This includes undertaking independent assessments of Closed Files by Legal Aid Providers, validating and reporting on findings to the LAA in accordance with the Independent Peer Review Process, attending relevant mandatory training to understand the Independent Peer Review Process and related work and agreeing with other Panel members a consistent approach while delivering the Independent Peer Review Process. The elements of

Contract Work are described generally in this Contract, and any other specifications or guidance provided to the Peer Reviewer by the LAA from time to time;

**“Data Controller”** means, where Personal Data is being processed for Law Enforcement Purposes and in all other circumstances, as it is defined in the Data Protection Act 2018 and UK GDPR;

**“Data Loss Event”** means any event that results, or may result, in unauthorised access to Personal Data and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach including Near Miss Incidents;

**“Data Protection Impact Assessment”** means an assessment by the Peer Reviewer of the impact of the envisaged Processing on the protection of Personal Data;

**“Data Protection Legislation”** means

- (a) relevant UK GDPR (Transposed by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (b) all applicable laws, regulations, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) relating to the protection of individuals with regards to the processing of Personal Data and privacy to which a party is subject;
- (c) the Data Protection Act 2018;
- (d) Sections 33-35 of the Act (Restrictions on disclosure of information); and
- (e) all applicable Law about the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner’s Office or relevant Government department and any generally accepted code of good practice;

**“Data Protection Officer”** means as specified in the Data Protection Act 2018 and UK GDPR;

**“Data Subject”** means as specified in the Data Protection Act 2018 and UK GDPR;

**“Data Subject Request”** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in relation to their Personal Data;

**“Development and Project Work”** means the work described and specified as such in Parts D and E of Schedule 2;

**“EIR”** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner’s Office or relevant government department in relation to such regulations;

**“Engaged”** means that the Peer Reviewer is either a sole principal, an employee, a director or a partner in a Provider or an individual who has been a sole principal, an employee, a director or a partner in a Provider within the 12 months preceding the Contract Start Date;

**“Expenses”** means the rates set out in the Ministry of Justice Subsistence and Expenses Policy at Schedule 3;

**“Expiry Date”** means **31<sup>st</sup> August 2026**;

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner’s Office or relevant government department in relation to the same;

**“General Anti-Abuse Rule”** means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

**“Government”** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

**“Halifax Abuse Principle”** means the principle explained in the CJEU Case C-255/02 Halifax and others;

**“HMRC”** means Her Majesty’s Revenue and Customs;

**“IALS”** means the national academic institution known as the Institute of Advanced Legal Studies which is part of the University of London with the function of promoting, facilitating and disseminating the results of advanced study and research in the discipline of law, for the benefit of people and institutions in the UK and abroad;

**“IALS Team”** is the group of Independent Consultants at IALS. This includes Professor Avrom Sherr who led the research behind quality and cost and is the architect of the Independent Peer Review Process;

**“Independent Peer Review Process”** means the process of Peer Review specified in the Independent Peer Review Process Document and delivered in accordance with the requirements of this Contract as the same may be amended and/or updated by the LAA from time to time;

**“Independent Peer Review Process Document”** means the document of this title which is provided to the Peer Reviewer and any amendments or updates to this document provided to the Peer Reviewer from time to time;

**“Information Commissioner’s Office”** means the UK Information Commissioner’s Office or any successor or replacement body from time to time;

**“Initial Term”** means the period set out in clause 3.1;

**“ITEPA”** means Income Tax (Earnings and Pensions) Act 2003, and all subordinate legislation from time to time, as amended, extended or re-enacted from time to time;

**“Information for Candidates”** means those documents issued by us providing information regarding the application process and appointment of Peer Reviewers;

**“Joint Controllers”** means as it is defined in the Data Protection Act 2018 and UK GDPR;

**“LAA Peer Review Team”** means the group of people at the LAA responsible for the administration of the Independent Peer Review Process and the Contract Work as set out in the Independent Peer Review Process Document and/or any additional or substitute representative notified to the Peer Reviewer from time to time;

**“Law”** means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Peer Reviewer is bound to comply;

**“Law Enforcement Purposes”** has the meaning given to it in the Data Protection Act 2018;

**“Legal Aid”** has the meaning given to it in Part 1 of the Act;

**“Legal Aid Agency”** or **“LAA”** means the Executive Agency of the Ministry of Justice through which the Lord Chancellor acts to administer Legal Aid;

**“Legal Aid Legislation”** means the Act and statutory instruments made under that Act which are relevant to this Contract;

**“Near Miss Incident”** means any event that may result in unauthorised access to Personal Data and/or potential loss and/or destruction of Personal Data in breach of this Contract;

**“Occasion of Tax Non-Compliance”** means:

- (a) any tax return of yours submitted to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
  - (i) a Relevant Tax Authority successfully challenging you under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or 12 2022 Crime Standard Terms

– Draft Version similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; or

- (ii) the failure of an avoidance scheme which you were involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of yours submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Start Date or to a civil penalty for fraud or evasion;

**“Off-Payroll Rules”** means the amendments to Chapter 8 and Chapter 10, Part 2 of Income Tax (Earnings and Pensions) Act 2003 which inserts a new schedule into ITEPA 2003 entitled "Workers' Services Provided Through Intermediaries" and consequential amendments;

**“Official Investigation”** means:

- (a) any investigation, of which you are aware, into suspected or alleged serious professional misconduct, breaches of the Act (or other legislation), or dishonesty by you or your personnel, being carried out by or authorised by:
  - (i) any organisation (including any Relevant Professional Body) which is responsible for regulating or disciplining you;
  - (ii) us (including our investigation team);
- (b) any investigation by the police into suspected criminal offences relevant to your operations; or
- (c) any investigation, on reasonable grounds, authorised by us (including our investigation team) into suspected serious breaches of this Contract;

**“Other Contracting Bodies”** means other than us, any contracting authority defined in Schedule 1 of the Public Contracts Regulations 2015 and “Other Contracting Body” shall be construed accordingly;

**“Panel”** means the panel made up of Peer Reviewers;

**“Peer Review”** means a Peer Reviewer undertaking an independent assessment of the quality of work carried out on Closed Files by a Legal Aid Provider based on a Peer Reviewer’s expertise in Specialist Categories of law in accordance with The Independent Peer Review Process;

**“Peer Review Manager”** someone within the Peer Review Team appointed by the LAA to manage the LAA Peer Review Team and the Independent Peer Review Process;

**“Peer Reviewer”** means a person named in Schedule 1 of this Contract who as part of the LAA Peer Reviewer Panel carries out Peer Reviewer Work under the LAA’s Peer Reviewer contract for the period that they are a party to such contract;

**“Peer Reviewer Panel Appointment”** means the process to appoint Peer Reviewers under this Contract;

**“Personal Data”** has the meaning given to it in the Data Protection Act 2018 and the UK GDPR and for the purposes of this Contract, includes special categories of personal data (as referred to in Article 9(1) of the UK GDPR) as amended from time to time;

**“Personal Data Breach”** has the meaning given to it in the Data Protection Act 2018 and the UK GDPR;

**“Processing”** has the meaning given to it in the Data Protection Act 2018 and the UK GDPR and for the purposes of this Contract it shall also include both manual and automatic processing, and **“Process”** and **“Processed”** shall be interpreted accordingly;

**“Processor”** means where Personal Data is being Processed for Law Enforcement Purposes, and in all other circumstances, as it is defined in the Data Protection Act 2018 and UK GDPR;

**“Prohibited Act”** means:

- (a) to directly or indirectly offer, promise or give any person working for or Engaged by the LAA a financial or other advantage to:
  - (i) induce that person to perform improperly a relevant function or activity; or
  - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) committing any offence:
  - (i) under Bribery Legislation;
  - (ii) under legislation creating offences concerning fraudulent acts;
  - (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the LAA; or
  - (iv) defrauding, attempting to defraud or conspiring to defraud the LAA;

**“Protective Measures”** means appropriate technical and organisational measures (including every organisational and technical measure set out in Schedule 4) to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data, including the measures as are set out in clause 9 (Confidentiality) which may also include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems



and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

**“Provider”** means an entity which has contracted with the LAA to provide publicly funded legal services to a Client in respect of a particular Closed File;

**“Relevant Professional Bodies”** means the body or organisation which regulates or exercises control over your professional or service activities or such activities of any of your personnel and/or any other body to whose rules you have elected to be subject to. For the avoidance of doubt this includes any relevant approved regulator for the purpose of the Legal Services Act 2007;

**“Remote Working”** means the Peer Reviewer and who carries out Peer Review Work at their home (your private residence) or workplace (your Provider’s office);

**“Request for Information”** means a request or an apparent request held by or on behalf of the LAA for the purposes of FOIA or EIR;

**“Restricted Countries”** or **“Restricted Country”** means a country, territory or jurisdiction which is not covered by an adequacy determination by a competent authority with jurisdiction over the party who wishes to export the data outside the European Economic Area and/or the United Kingdom (in the case of the latter on and from the date on which the United Kingdom formally ceases to be a member of the European Union, in circumstances where the United Kingdom is not a member of the European Economic Area);

**“Senior Peer Reviewer”** Senior Peer Reviewers will be initially identified during the Peer Reviewer Panel Appointment process, with further opportunities to be identified as a Senior Peer Reviewer to be offered during the Contract Period. The role of the Senior Peer Reviewer is to validate Peer Review reports and consider any representations made by Providers, when required and to provide mentoring and training services for other Peer Reviewers in order to maintain consistency of approach while delivering the Independent Peer Review Process. In addition to meeting the above requirements, for Peer Reviewers to be eligible to act as a Senior Peer Reviewer you are required to have conducted 20 Peer Reviews. Application to be classified as a Senior Peer Reviewer can be submitted during the Contract Period at any time. As long as the applicant has completed 20 Peer Reviews, they will be eligible to apply to be a Senior Peer Reviewer and will be accepted. Senior Peer Reviewers are required as part of the Peer Review process. They are paid the same as Peer Reviewers;

**“Service Levels”** means as set out in Parts A to E of Schedule 2;

**“Specialist Category”** means the area(s) of law set out in Schedule 1 (as amended from time to time by the LAA on notice to the Peer Reviewer in respect of which the Peer Reviewer may be required to carry out Contract Work and in respect of which the Peer Reviewer is experienced (both in carrying out their own casework and in supervising others, in each case as further provided in the “essential requirements” in Schedule 1 and generally in this Contract);

**“Sub-processor”** means any third party appointed to Process Personal Data on behalf of the Processor related to this Contract;

**“Supervisor”** means an employee, director or partner of a Legal Aid Provider who actively supervises staff and meets all the Supervisor Standards under the current relevant Standard Crime Contract and/or Standard Civil Contract with the LAA;

**“Supervisor Standards”** means the essential requirements for qualification as a Supervisor under the current relevant Standard Civil Contract and/or Standard Crime Contract;

**“UK GDPR”** means the UK General Data Protection Regulations (UK version of the General Data Protection Regulation (Regulation (EU) 2016/679), as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019);

**“Update Request”** means a written request sent by the LAA Peer Review Team to the Peer Reviewer which requires the Peer Reviewer to provide the up-to-date position at the time they receive the form of (by way of example, but not limited to) the Peer Reviewer contact details, employment, type and mix of work constituting their workload, judicial appointments, higher rights of audience, Panel membership and specialisms and information required for equality and diversity monitoring;

**“VAT”** means value added tax; and

**“Working Day”** means any day except Saturday, Sunday or any bank or public holiday in England and Wales.

- 1.2 The clause and paragraph headings in this Contract are for ease of reference only and do not affect the meaning or construction of the clauses to which they relate.
- 1.3 References to clauses and sub-clauses are to clauses and sub-clauses in the main body of this Contract and references to schedules and paragraphs are to the schedules to and paragraphs of the schedules to this Contract.
- 1.4 Any reference in this Contract to one gender includes all other genders and any reference in this Contract to the singular will include reference to the plural and vice versa unless the context requires otherwise.
- 1.5 Any reference in this Contract to any Legal Aid Legislation and other legislation (including any subordinate legislation made under it or them) is, as the context requires, a reference to any substitute for, amendment, variation or re-enactment of, it or them and any subordinate legislation made under it or them (whether on or after the date of this Contract) and is a reference to any legislation which supersedes it or them and/or any subordinate legislation made under it or them and includes any new Legal Aid Legislation in force on or after the date of this Contract.
- 1.6 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.

- 1.7 References to “approval” mean approval as provided by this Contract or, if no express provision is made by this Contract, to approval in writing.
- 1.8 References to “authorising” or “authority” mean authorising or authority as provided by this Contract or, if no express provision is made by this Contract, to authorising or authority in writing.
- 1.9 References to “direction” mean direction as provided by this Contract or, if no express provision is made by this Contract, to direction in writing.
- 1.10 References to “notifying”, “notification” or “notice” mean notifying, notification or notice as provided by this Contract.
- 1.11 Unless otherwise specified, reference to any Contract Document, or to any document or other provision described as “current”, means the Contract Document, document or other provision in its current form from time to time, and not merely as at the date this Contract comes into force.
- 1.12 Reference to any payment rate as “current” means the payment rate in its current rate from time to time and not merely as at the date this Contract comes into force.
- 1.13 Where, in relation to any options available to us under any clause, those options are joined by the word “and” (as in, we may, “a”, “b” and “c”) and/or where we use a semicolon in this Contract, our choice is not restricted to selecting all options or no options but extends to selecting any one or more of them.
- 1.14 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms “in particular”, “include”, “includes”, “included” and “including” or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the of the words preceding those terms.
- 1.15 Any reference to this Contract, or any part of it, ending or terminating means (unless otherwise stated) ending in any manner and not merely by effluxion of time.
- 1.16 Any reference to this Contract, or any part of it, expiring means expiring by effluxion of time (and “expiry” has the associated meaning).
- 1.17 Any reference in this Contract to expiry or termination includes unless otherwise stated expiry or termination of part of this Contract.
- 1.18 References to “documents” includes documents on paper and documents, sound and pictures (still and moving) stored in other media (including in electronic format, digitally, on disk and on computer).
- 1.19 References to “partner” include a person held out as a partner of a partnership including “salaried partners” or similar.

- 1.20 References to a “director” includes “Members of LLPs”, except where the context requires otherwise.
- 1.21 Where we are able to exercise any function or power under this Contract, it may be exercised by any individual or body lawfully authorised to do so by us.
- 1.22 References to "person" include individuals, bodies corporate, partnerships, limited liability partnerships, unincorporated associations and other bodies.
- 1.23 The definition of “Information” shall have the meaning given to that term in the FOIA.
- 1.24 References in this Contract to “parties” means the parties to this Contract.
- 1.25 "Including" means "including without limitation" and cognate expressions shall be construed accordingly, and the meaning of general words is not to be restricted by any particular examples preceding or following those general words.
- 1.26 You hereby acknowledge and agree that you have read and understood the main body of this Contract and the schedules, which form the Contract Documents, and the Independent Peer Review Process Document. In the event of any conflict, the provisions of the main body of this Contract shall take precedence over the provisions of its schedules and any documents or types of documents referred to in those schedules.
- 1.27 "In writing" shall include any document which is recorded in manuscript or typescript and any electronic communication (as defined in section 15 Electronic Communications Act 2000) but excluding SMS messages.
- 1.28 References in this Contract to "LAA" or to "we/us/our" mean the Lord Chancellor acting through the Legal Aid Agency.

## **2 RELATIONSHIP**

- 2.1 When you applied for this Contract you provided information (responses to the Information for Candidates) which we used to determine your suitability to hold this Contract. Where we determine that you are no longer suitable to hold this Contract, we shall terminate this Contract under the provisions in clause 17.
- 2.2 You shall ensure that you do not bring the Legal Aid scheme into disrepute by engaging in any unprofessional or unlawful conduct which is likely to substantially diminish the trust the public places in the Legal Aid scheme, regardless of whether or not such conduct is related to your obligations under this Contract.
- 2.3 In relation to this Contract, the parties will act in good faith and LAA will act as a responsible public body required to discharge its functions.
- 2.4 In discharging its functions the LAA is bound by the Act to obtain the best possible value for money. Without prejudice to the more specific provisions of this Contract and to the Peer Reviewer’s professional obligations, the parties agree to work together in mutual

trust and co-operation to achieve this aim. You shall throughout the Contract Period work with us in improving the effects of Contract Work on the environment. You shall improve the environmental efficiency of the provision of Contract Work and provide a flexible approach to the management of such work. This may include the use of energy efficient vehicles, the reduction, reuse and recycling of waste generated, using energy for buildings and equipment in an efficient manner and use and reuse of water and other resources in an efficient manner. You will also at all times demonstrate to us a commitment to comply with environmental legislation applicable to your obligations in this Contract.

- 2.5 All communications under or in connection with this Contract must be conducted in a polite and professional manner.

### **3 COMMENCEMENT AND TERM**

- 3.1 The Contract shall commence on the Contract Start Date and the Contract Period will expire on the Expiry Date.

### **4 ASSIGNMENT AND NOVATION**

- 4.1 The Contract is personal to the Peer Reviewer. The Peer Reviewer must not give, bargain, sell, assign or otherwise dispose of the benefit of any of its rights, or subcontract, novate or otherwise delegate any of its obligations, under this Contract without the LAA's written consent. Any breach of this clause 4.1 shall entitle the LAA to terminate this Contract immediately.

- 4.2 The LAA may:

- (a) assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract; or
- (b) assign, novate or otherwise transfer this Contract to any other body which substantially performs any of the functions that had been previously performed by the LAA.

### **5 CONTRACT WORK**

- 5.1 The LAA will lead the delivery and supervision of Contract Work via the LAA Peer Review Team. You must comply with the Contract Documents.

- 5.2 It is a condition of this Contract that all Contract Work which the LAA requires carrying out under it shall be performed by the Peer Reviewer named in Schedule 1.

- 5.3 Where the Peer Reviewer is designated as a Senior Peer Reviewer on or before the Contract Start Date, this will be recorded in Schedule 1.

- 5.4 Senior Peer Reviewers will be initially identified during the Peer Reviewer Panel Appointment process, with further opportunities to be identified as a Senior Peer Reviewer to be offered during the Contract Period. To be eligible to act as a Senior Peer Reviewer you are required to have conducted 20 Peer Reviews. Application to be classified as a Senior Peer Reviewer can be submitted during the Contract Period at any

time. As long as the applicant has completed 20 Peer Reviews, they will be eligible to apply to be a Senior Peer Reviewer and will be accepted and confirmed.

- 5.5 If during the term of this Contract the parties agree that the scope of Contract Work should be changed or the LAA would like the Peer Reviewer to carry out additional work not covered by the description in this Contract or its schedules then the parties shall enter into a separate written agreement to detail and confirm this change. Without such agreement no additional payments will be made.
- 5.6 Nothing in this clause 5 gives us the right to amend the Contract to the extent that the Public Contracts Regulations 2015 (as applicable) restricts the same. If we wish to make any such amendments to the Contract, we will not amend this Contract but may instead terminate it in whole or part under clause 17. The remaining provisions of this clause 5 shall be limited by this clause 5.
- 5.7 We may amend the Contract to reflect the Lord Chancellor's legislative changes as set out at clause 5.8.
- 5.8 The Lord Chancellor's legislative changes include:
- (a) any changes the Lord Chancellor may make to Legal Aid Legislation pursuant to:
    - (i) section 2(3) of the Act (regulations making provision about the payment of remuneration by the Lord Chancellor to persons who provide services under arrangements made by the purposes of Part 1 of the Act);
    - (ii) section 9 of the Act (orders modifying Schedule 1 to the Act);
    - (iii) section 11 of the Act (criteria for qualifying for civil legal services);
    - (iv) section 12 of the Act (determinations);
    - (v) any power to make secondary legislation under Part 1 and 4 of the Act; and
  - (b) any changes the Lord Chancellor may make to other legislation, including by way of Statutory Instrument as defined in the Statutory Instruments Act 1946, which we reasonably believe requires a change to how Contract Work is undertaken and paid for.
- 5.9 We may also make such amendments to the Contract as we consider necessary in the circumstances: (a) to comply with, or take account of, any U.K. legislation; (b) as a result of any decision of a U.K. court or tribunal, or a decision of the European Court of Human Rights or of the European Court of Justice or any other institution of the European Union; or (c) to comply with the requirements of any regulatory body or tax or similar authority.
- 5.10 We may make such amendments to the Contract as we consider necessary in the circumstances to comply with or take account of any changes that may be made to any element of the justice system, including changes to the justice system made by the Lord Chancellor whether in legislation or not. Changes to the justice system may without limitation include changes to:

- (a) the immigration system;
- (b) court, tribunal police and prosecution procedures;
- (c) locations at which Clients are detained or hearings are held;
- (d) locations of courts and/or police stations;
- (e) any other part of the justice system which we reasonably believe requires a change to how Contract Work is undertaken and paid for; or
- (f) procedural or administrative aspects of the justice system.

5.11 Amendments under clauses 5.8, 5.9 and 5.10 may include:

- (a) amendments to any of the terms of a Schedule;
- (b) changes to payment provisions;
- (c) imposing controls not previously imposed;
- (d) changes to any description of Contract Work; and
- (e) amendments to the Specification.

5.12 You must demonstrate to our reasonable satisfaction that you are complying with and have at all times while it has been in force complied with, this Contract. You must demonstrate this when we are Auditing you and at such other times as we may require in accordance with this Contract.

5.13 We may from time to time require you to provide us with records in connection with the performance of your obligations under this Contract, including during any Audit. You will provide us with the same promptly and in any event within ten (10) Working Days or any such other time period we may reasonably specify. If any such records are held by a third party you must promptly, upon receipt of our request, arrange for such records to be sent to us.

5.14 You must be able to provide records about Contract Work and your performance under and compliance with this Contract (including records in respect of time recording and invoicing) separately from other information about any other services you perform. If you have information about other services, you must ensure that this does not prevent you from complying with this Contract, including on the ground of privilege.

## **6 PEER REVIEWERS'S OBLIGATIONS**

6.1 The Peer Reviewer shall carry out the Contract Work (including where the Peer Reviewer has been confirmed as a Senior Peer Reviewer) in accordance with this Contract. The provisions as to the carrying out of the Contract Work and the performance of the obligations under this Contract set out in Schedule 2 form the Service Levels under

this Contract and the Peer Reviewer agrees to meet such Service Levels at all times during the Contract Period.

- 6.2 The Peer Reviewer shall, in carrying out any assessment of Closed Files and writing the Peer Review report as part of the Contract Work (including in considering any representations from a Provider in respect of a Peer Review rating awarded following an assessment of Closed Files and, where applicable, carrying out the Senior Peer Reviewer role) act with objectivity and independence and assist the LAA by providing objective, unbiased opinions on matters within their expertise.
- 6.3 The Peer Reviewer shall carry out all such work in assessing Closed Files and writing reports in accordance with the training received from the IALS Team and in accordance with agreed standards developed with the IALS Team during training sessions, or as a result of specific monitoring and advice on peer review reports.
- 6.4 The Peer Reviewer will be requested by the LAA Peer Review Team, on a rolling monthly basis, to complete and record their availability for Contract Work on doodle poll, or equivalent as detailed by the LAA Peer Review Team. The Peer Reviewer must notify the LAA of their availability within ten (10) Working Days of the LAA's request or as soon as reasonably practicable thereafter where notification cannot be provided within that period. The Peer Reviewer must undertake at least six (6) Peer Reviews in the first six (6) month period unless, the number of Peer Reviews offered by the LAA to the Peer Reviewer is less than six (6) and thereby the Peer Reviewer must undertake the offered number of peer reviews. Thereafter the Peer Reviewer must be available to undertake at least 12 peer reviews every 12 months. Failure to complete the doodle poll or equivalent as detailed by the LAA Peer Review Team in a timely manner may hinder the allocation of Contract Work. Failure to notify the LAA of the Peer Reviewer's availability and/or to undertake the required number of peer reviews is a material breach of this Contract.
- 6.5 The Peer Reviewer shall at all times perform the Contract Work in a timely manner ensure that all of their obligations under this Contract are carried out with that degree of skill, care, diligence and foresight which might reasonably be expected from a person with the qualifications and experience (specified as "essential requirements" in Schedule 1) currently practising in the Specialist Category and are carried out in accordance with the standards and practices that are generally accepted and exercised by competent legal professionals.
- 6.6 Peer Reviewers must accept and process all allocation of files in relation to Peer Reviews including all relevant documents (whether paper or electronic/digital).
- 6.7 The Peer Reviewer shall use their best endeavours to carry out Contract Work on the dates and at the times agreed with the LAA by working remotely.
- 6.8 The Peer Reviewer shall comply with such reasonable instructions as may be notified to them from time to time by the LAA and comply with their obligations under this Contract in accordance with any LAA policies or instructions which are notified to the Peer Reviewer from time to time and with any applicable law or codes of practice.
- 6.9 The Peer Reviewer shall keep up to date at all times with the law that applies in England and Wales in the Specialist Category.



- 6.10 The Peer Reviewer shall notify the member of the LAA Peer Review Team as soon as reasonably practicable before a change to the Peer Reviewer contact details, employment or type or mix of work constituting their workload occurs or, if this is not reasonably possible, immediately on that change occurring.
- 6.11 The Peer Reviewer shall in addition to their obligations under clause 6.10, complete fully and accurately and return to the LAA Peer Review Team any Update Request they receive from the LAA Peer Review Team from time to time by the date referred to in such Update Request.
- 6.12 The Peer Reviewer shall notify the member of the LAA Peer Review Team as soon as they become aware that a potential or actual conflict of interest may have arisen in relation to the Contract Work.
- 6.13 The Peer Reviewer warrants that:
- (a) as at Contract Start Date they have the experience specified as “essential requirements” at Schedule 1 and shall continue to comply with the essential requirements during the Contract Period;
  - (b) all information provided to us in seeking to become a Peer Reviewer or seeking any authority for, Contract Work or any benefit under this Contract, or to demonstrate compliance with this Contract was, when provided and is at the Contract Start Date, true and accurate in all material respects;
  - (c) all information in any of your Application Documents was, when provided and is at the Contract Start Date, or on any other date we award you Contract Work (where relevant) true and accurate in all material respects;
  - (d) no information referred to in clauses 6.13(b) and (c) has been omitted which would make that which has been provided materially misleading or inaccurate;
  - (e) no circumstances have since arisen which materially affect the truth and accuracy of information referred to in clauses 6.13(b) and (c);
  - (f) you have the full capacity and authority to enter into this Contract and perform your obligations under this Contract;
  - (g) you are not aware of any financial or other advantage being given to any person working for or Engaged by us, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to us before execution of this Contract; and
  - (h) you have notified us in writing of any Occasions of Tax Non-Compliance and any litigation in which you are involved that is in connection with any Occasion of Tax Non-Compliance.
- 6.14 The Peer Reviewer acknowledges the LAA’s commitment to equality of the provision of services and agrees that they will not adopt or implement any practices which result in

the provision of a lower standard of service to any group or individual because of unfair or unlawful discrimination contrary to the Equality Act 2010.

- 6.15 The Peer Reviewer shall comply with the LAA's request at any time to provide a sample of the Peer Reviewer's own Closed Files for assessment under the Independent Peer Review Process.
- 6.16 The Peer Reviewer shall immediately notify the LAA of any significant concerns regarding any aspects of a Providers' files or documentation that warrant wider investigation.
- 6.17 The Peer Reviewer shall, in accordance with their obligations under the Code of Conduct of Solicitors, or any similar Code of Conduct applying to the individual Peer Reviewer, report any ethical issues BOTH to the LAA and to the IALS Team, for consideration of the necessity to report such issues to the appropriate regulatory, professional authority.

### **Indemnity**

- 6.18 You must indemnify us and keep us indemnified, without delay, against all reasonable losses, costs, injuries, claims, damages, demands, proceedings, actions, expenses and other liabilities of whatever nature incurred by us as a result of or in connection with any wilful default or misconduct, fraud, negligent performance or non-performance of this agreement and/or the enforcement of this agreement.

## **7 LAA'S OBLIGATIONS**

- 7.1 Whilst there is no guarantee of the volume of Contract Work which the Peer Reviewer may be required to carry out under this Contract, the LAA will use its reasonable endeavours to estimate its requirements and inform the Peer Reviewer of these from time to time.
- 7.2 The LAA will procure that, at all times, the IALS Team will give any clarification required to the Peer Reviewer in respect of the goals and standards required in the performance of the Contract Work.
- 7.3 The LAA will comply with all statutory or other legal requirements to which it may be subject in respect of the Peer Reviewer.

## **8 PAYMENT**

- 8.1 The Peer Reviewer shall submit completed Attendance Fee and Expenses Claim Forms to the LAA Peer Review Team on a monthly basis (one claim form per each Peer Review assessment) in respect of any Contract Work which the Peer Reviewer has carried out and any related Attendance Fee and Expenses Claim which they have incurred in the preceding month in accordance with the Attendance Fee rates, and the Ministry of Justice Travel & Subsistence policy as set out at Schedule 3. Payment for Peer Reviews is made monthly in arrears by Purchase Order and submission of a Peer Review Attendance Fee and Expense Claim. The Peer Reviewer must send the LAA a Peer Review Attendance Fee and Expense Claim to a designated LAA email address by the

10th day of each month (or, where such day is not a Working Day, the following Working Day) for the payment due in respect of peer reviews in the previous month. One Peer Review Attendance Fee and Expense Claim must be submitted per Peer Review and can only be submitted once the Peer Review process has been completed.

- 8.2 No claim for payment may be submitted by the Peer Reviewer in respect of consideration of validation or representations until the completion of the Peer Review process.
- 8.3 Prior approval must be sought by the Peer Reviewer from the LAA Peer Review Team as soon as it becomes apparent that the Contract work will exceed the hours detailed in Schedule 2. Failure to do so may lead to a reduction in the payment of the Attendance Fee and Expenses Claim.
- 8.4 Where the Peer Reviewer has failed to complete Contract Work which meets the Service Levels in Schedule 2 to this Contract in accordance with this Contract and within the timescales set out in that Schedule then, notwithstanding any other provision of this Contract, the LAA shall be entitled to refuse to make payment (in whole or in part) in respect of such delayed Contract Work and the Peer Reviewer shall be deemed to have waived its right to payment for such Contract Work.
- 8.5 The LAA shall pay directly to the Peer Reviewer, either electronically or online (this includes BACS, Faster Payments, CHAPS and other relevant payment services) for the performance of Contract Work in accordance with this Contract, the Attendance Fee and Expenses which are properly claimed in appropriately completed Attendance Fee and Expenses Claim Forms (and any VAT at the applicable rate and in the applicable manner from time to time on the sums invoiced where VAT is due and on submission of a VAT invoice as defined by HMRC) rendered by the Peer Reviewer in accordance with the fee rates, the Ministry of Justice Travel & Subsistence policy, invoicing procedure and other requirements set out at Schedule 3.
- 8.6 The LAA reserves the right to assess any Attendance Fee and Expenses Claims submitted by the Peer Reviewer and will make an assessment of what it considers are reasonable for the Contract Work undertaken having regard to factors including, but not limited to:
  - a) the time spent on LAA premises;
  - b) the volume of Closed Files peer reviewed;
  - c) the amount of time generally taken, by the Peer Reviewers, to conduct similar Contract Work;
  - d) the length, complexity and quality of any peer review reports produced; and
  - e) any other factors considered relevant to the assessment.
- 8.7 Where a Peer Review assessment is conducted pursuant to clause 8.6 and the LAA considers that the Attendance Fee and Expenses Claim should be reduced, see 8.3 the LAA will notify the Peer Reviewer of the proposed revised Attendance Fee and Expenses Claim. The Peer Reviewer shall have twenty-one (21) days from this notice

to make representations to the LAA Peer Review Team as to the Attendance Fee and Expense claimed.

- 8.8 If the LAA Peer Review Team does not accept the Peer Reviewer's representations received under clause 8.7 or if no representations are received, the revised Fee shall be payable within 30 days (or, if VAT is being claimed, after receipt of a revised VAT invoice) and the Peer Reviewer shall have a further right of review by the Peer Review Manager, who will review the request. Any such request for review must be received within thirty (30) days of notice of the LAA Peer Review Team's decision on the initial representations.
- 8.9 All representations under clauses 8.7 and 8.8 must be in writing only and, for the avoidance of doubt, there is no right to make representations in person.
- 8.10 If the Peer Reviewer does not agree with the result of any review undertaken by the Peer Review Manager under clause 8.8 they may invoke the dispute resolution procedure under clause 18 of this Contract.
- 8.11 Where any payments are in dispute, the LAA will pay the undisputed part of any due invoices pending resolution of the dispute (on receipt of a revised VAT invoice for the undisputed part, if VAT is being claimed). The LAA shall have the right to set-off against any amount payable by us to you under this Contract or otherwise, any amount payable by you to us, under this Contract.
- 8.12 For the avoidance of doubt, Attendance Fees and Expenses Claims will only be payable by the LAA in respect of any Contract Work actually carried out by the Peer Reviewer.
- 8.13 The Peer Reviewer acknowledges that, at any time, HMRC may decide that the Off-Payroll Rules apply to the arrangement under this Contract for the provision of Contract Work by the Peer Reviewer. Further the Peer Reviewer acknowledges that if HMRC decide that the Off-Payroll Rules apply, the LAA shall pay the Attendance Fee and Expenses Claim after making such deductions as it is obliged to make under the Off-Payroll Rules from the date HMRC deem those provisions shall apply.
- 8.14 The Peer Reviewer acknowledges that the LAA may review the current fee structure for Contract Work and Development and Project Work carried out by Peer Reviewers and that this review may result in policy proposals for changes to that fee structure. The LAA will consult with Peer Reviewers in relation to any such policy proposals for not less than a six (6) week period. Once finalised following consultation, the LAA will notify the Peer Reviewers of the changes to the Attendance Fee and Expenses by issuing an amended Schedule 3 and giving notice of the date (not being less than a week after the date the notice is sent to the Peer Reviewer) from which the amended Schedule 3 shall take effect.
- 8.15 This Contract constitutes a contract for the provision of the Contract Work and associated services and is not a contract of employment. The relationship of the Peer Reviewer to the LAA will be that of independent contractor and nothing in this Contract shall render the Peer Reviewer an employee, worker, agent or partner of the LAA and the Peer Reviewer shall not hold himself out as such.

- 8.16 The Peer Reviewer shall at all times remain responsible for any and all liability or responsibility which the LAA may have to HMRC whether during the term of this Contract or arising from its termination (other than deductions made pursuant to clause 8.13) and shall indemnify the LAA for and in respect of:
- (a) any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of Contract Work, where the recovery is not prohibited by law. The Peer Reviewer shall further indemnify the LAA against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the LAA in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
  - (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Peer Reviewer against the LAA arising out of or in connection with the provision of Contract Work.
- 8.17 The LAA may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Peer Reviewer in accordance with the requirements of this Contract.

## **9 CONFIDENTIALITY**

- 9.1 For the purposes of this clause, "Confidential Information" means all information which is not publicly known and which is used in or which otherwise relates to the subject of this Contract, the LAA, its affairs and operations, projects and plans, commercial relationships and strategies and includes all Closed Files (and all documentation and information contained in the same) and any specifications, drawings, diagrams, tapes, discs and other computer-readable media, documents, information, techniques and know-how which either:
- (a) are disclosed by the LAA or on its behalf, directly or indirectly, to the Peer Reviewer in connection with the delivery of Contract Work; or
  - (b) are written prepared or generated in the course of, and as part of, the delivery of Contract Work; or
  - (c) are subject to restrictions on disclosure pursuant to primary or secondary legislation.
- 9.2 Subject to clause 9.3, the Peer Reviewer shall not disclose to any third party any Confidential Information save as is necessary in order to carry out the Contract Work. The Peer Reviewer shall use Confidential Information solely for the purpose of undertaking Contract Work in accordance with this Contract.
- 9.3 For the purposes of this Contract, the Peer Reviewer shall not incur any obligation under clause 9.2 to the extent that the information:

- (a) is already in the public domain;
- (b) is obtained from a third party in circumstances where the recipient has no reason to believe that the third party has derived it directly or indirectly from the other party in any unlawful manner, or in breach of an obligation of confidentiality;
- (c) is approved for release, in writing, by an authorised representative of the LAA;
- (d) is required to be disclosed by any court or other competent body;
- (e) information which, before its receipt directly or indirectly from the other party, was in the possession of the receiving party and at its free disposal;
- (f) information which is required by legislation (including the FOIA) to be disclosed but only to the extent that it must be so disclosed;
- (g) information that we reasonably consider necessary to be disclosed for the purposes of an Official Investigation or determining whether that Official Investigation should take place;
- (h) we consider that the public interest in making any disclosure outweighs the obligation of confidentiality. Where we intend to disclose in the public interest, we will notify you of our intention before doing so unless this is impracticable or would prejudice a lawful investigation (including by the police or by any Relevant Professional Body); and
- (i) information in connection with the award, content and operation of this Contract, including: (i) the terms (including payment terms) of this Contract; (ii) the payments that we have made to you; (iii) the numbers of peer review assessments you have started and completed; (iv) your performance; (v) your status under this Contract; and (vi) contract decisions concerning you, taken by us, and the reasons for such decisions. "Contract decisions" include decisions concerning the amount of payments made to you and the results of Audits, following the conclusion of any internal appeals process, except where we determine, in our absolute discretion, that any such information is exempt from disclosure in accordance with the provisions of the FOIA.

9.4 The provisions of clauses 9.1 to 9.3 inclusive survive termination or expiration of this Contract indefinitely.

9.5 All documents, papers and property which may have been made or prepared by the Peer Reviewer, or come into their possession or control in the course of the Peer Reviewer's work under this Contract, and which relate in any way to the business or affairs of the LAA or of any Client or Provider of the LAA, or to any applicant for publicly funded Legal Aid services, shall be the property of the LAA.

9.6 The Peer Reviewer shall ensure that all Confidential Information in the possession, or under the control, of the Peer Reviewer are delivered up by the Peer Reviewer to the LAA immediately upon the termination or expiration of the Contract (or at any earlier time as requested, by the LAA).

- 9.7 The Peer Reviewer shall not, without the prior written consent of the LAA, make or retain any copy or copies of the documents referred to in clause 9.6.
- 9.8 The parties acknowledge that, except for any information which is declared by the LAA to fall within one or more of the exceptions in clause 9.11, the content of this Contract is not Confidential Information. Notwithstanding any other term of this Contract, the Peer Reviewer hereby gives consent for the LAA to publish the Contract in its entirety (including name and contact address as the Peer Reviewer has notified to the LAA) including from time to time agreed changes to the Contract, to the general public and, any data arising out of or in respect of the performance by you of Contract Work, to the general public (save for any information which is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations which shall be redacted as appropriate by us).
- 9.9 The LAA may consult with the Peer Reviewer to inform its decision regarding any redactions to the Contract prior to any publication in accordance with clause 9.8 above, but the LAA shall have the final decision in its absolute discretion. The Peer Reviewer shall assist and cooperate with the LAA to enable it to publish this Contract.
- 9.10 Subject to and without prejudice to clause 9.3, nothing in this Contract shall prevent us from disclosing any information that we hold about or in respect of you or Contract Work pursuant to this Contract to any government department or any Other Contracting Body and you acknowledge that all government departments or Other Contracting Bodies may further disclose such information to other government departments or Other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or Other Contracting Body.
- 9.11 Prior to publishing this Contract, the LAA may, at its sole discretion, redact information from the Contract as it deems appropriate.
- 9.12 The presumption, under this Contract, is that information about the Peer Reviewer and which the Peer Reviewer provides to us under this Contract is not confidential. If you, therefore, wish to assert that specified information about you is confidential and should not be disclosed you must notify us accordingly at the time of your disclosure of the specified information and expressly identify in writing those documents which are to be treated by us as confidential. Subject to clause 9.3, we will keep strictly confidential all such information to the extent it is of a confidential nature.

## **10 CONFLICTS OF INTEREST**

- 10.1 They must not use their position as a Peer Reviewer, or information acquired in carrying out Contract Work, to further their private interests or those of others (including their employer or the Legal Aid Provider of which they are a director, a partner in or a member).
- 10.2 The Peer Reviewer acknowledges their duty to ensure that any possible conflicts of interest are identified at an early stage and agrees to report any such possible conflicts of interest to the member of the LAA Peer Review Team responsible for organising Contract Work immediately on becoming aware of them.

- 10.3 Guidance on the Peer Reviewer's obligations in respect of conflicts of interest is included in the Independent Peer Review Process Document. Further guidance may be notified to the Peer Reviewer by the LAA Peer Review Team from time to time and is also available from the IALS Team where necessary.
- 10.4 Given the importance of the independence of the Independent Peer Review Process, process and practice, the Peer Reviewer shall not, except with the prior written consent of the LAA, accept any consultancy, employment, directorship or other position which would in the reasonable opinion of the LAA create a conflict of interest with the provision of Contract Work by the Peer Reviewer.
- 10.5 In the event that the Peer Reviewer becomes involved (directly or indirectly) in any actual, pending or threatened legal proceedings or claims against the LAA (including as a party, witness, prosecutor or defender, or consultant or employee to a third party) then such involvement shall be deemed to be a conflict of interest in respect of the Contract Work and the LAA shall be entitled to immediately suspend any Contract Work, suspend the Peer Reviewer and/or Senior Peer Reviewer.

## **11 INTELLECTUAL PROPERTY RIGHTS**

- 11.1 The Peer Reviewer hereby assigns to the LAA any and all intellectual property rights (including copyright and database rights) which subsist now or in the future and are created as a result of the provision of Contract Work by the Peer Reviewer.
- 11.2 The Peer Reviewer unconditionally waives all moral rights existing now or in the future under the Copyright, Designs and Patents Act 1988 (or such amending or substituting legislation for the time being in force) in relation to the Contract Work which the Peer Reviewer carries out.
- 11.3 The Peer Reviewer confirms that the waivers referred to in clause 11.2 operate in favour of the LAA, its agents, assigns and successors in title.

## **12 EQUALITY AND DIVERSITY**

- 12.1 The Peer Reviewer shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010.
- 12.2 In circumstances where the LAA, in its reasonable opinion, believes that there has been a breach by the Peer Reviewer of the provisions of clause 12.1, the Peer Reviewer shall co-operate and provide such assistance (at its own expense) with the LAA's investigations into the alleged breach of the Equality Act 2010 as is necessary to ascertain whether the alleged breach is substantial or not.
- 12.3 Without limiting the generality of any other provision of this Contract, if the Peer Reviewer is found by a competent court or tribunal at any time to have unlawfully discriminated against any Client, potential Client or Provider, the LAA may terminate this Contract immediately.

## **13 THE FREEDOM OF INFORMATION ACT**



13.1 The Peer Reviewer acknowledges that the LAA is subject to the requirements of FOIA and EIR and will assist and cooperate with the LAA to enable it to comply with its disclosure obligations.

13.2 The Peer Reviewer will:

- (a) transfer to the LAA Peer Review Team all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
- (b) provide the LAA Peer Review Team with a copy of all information in its possession, or within its power to obtain, in the form that the LAA Peer Review Team requires within five (5) Working Days (or such other period as the LAA Peer Review Team may reasonably specify) of the request; and
- (c) provide all necessary assistance as reasonably requested by the LAA to enable it to respond to the Request for Information within the timeframes required for compliance with the FOIA and/or EIR as applicable.

13.3 The LAA will be responsible for determining at its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any information is commercially sensitive or otherwise exempt from disclosure in accordance with the provisions of FOIA or EIR.

13.4 In no event will the Peer Reviewer respond directly to a Request for Information unless expressly authorised to do so by the LAA.

13.5 The Peer Reviewer acknowledges that (notwithstanding the provisions of this clause) the LAA may, acting in accordance with the code of practice on the discharge of the functions of public authorities issued under section 45 of FOIA (“the Code”), be obliged under the FOIA, or EIR to disclose information concerning the Peer Reviewer or the Contract Work:

- (a) in certain circumstances without consulting it; or
- (b) following consultation with it; and
- (c) provided always that where this clause applies the LAA will ordinarily, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Peer Reviewer advance notice, or failing that, to draw the disclosure to its attention after any such disclosure.

## **14 DATA PROTECTION**

14.1 The Parties acknowledge that for the purposes of the Data Protection Legislation the Ministry of Justice is the Data Controller (either alone or jointly as Joint Controllers with the Provider whose files are to be peer reviewed) and the Peer Reviewer is the Processor in respect of the Personal Data to be Processed pursuant to this Contract as more particularly set out in Part B of Schedule 4 of this Contract.

- 14.2. The Peer Reviewer shall only Process Personal Data for the Permitted Purpose (as defined and more particularly set out in Part B of Schedule 4), and in accordance with any written instructions from the LAA (unless the Peer Reviewer is required to do otherwise by Law). The Peer Reviewer shall notify the LAA immediately if it considers that any of the LAA's instructions infringe the Data Protection Legislation.
- 14.3 The Peer Reviewer shall at all times adhere to the LAA Provider Data Security Guidance, Data Security Requirements and LAA Removable Media Policy, available on gov.uk and will implement Protective Measures appropriate to protect Personal Data against a Data Loss Event (which the LAA may reasonably reject, but failure to reject shall not amount to approval by the LAA for the adequacy of the Protective Measures), having taken account of the (a) nature of the data to be protected, (b) harm that might result from a Data Loss Event, (c) state of technological development, and (d) cost of implementing any measures.
- 14.4 The Peer Reviewer shall not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Contract Work, and for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the LAA (save where such disclosure or transfer is specifically authorised under this Contract).
- 14.5 The Peer Reviewer shall take reasonable steps to ensure the reliability and integrity of any of its personnel who have access to Personal Data and ensure that its personnel and any Sub-processor:
- (a) have undergone adequate training in the use, care, protection and handling of the Personal Data and that they are subject to appropriate confidentiality undertakings with the LAA and are aware of and shall comply with the Peer Reviewer's duties under clause 14 and clause 9 of this Contract; and
  - (b) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the LAA or as otherwise permitted by this Contract.
- 14.6 The Peer Reviewer shall provide all reasonable assistance to the LAA in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the LAA, include:
- (a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing operations in relation to the Contract Work;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 14.7 The Peer Reviewer shall not Process or otherwise transfer Personal Data in or to a Restricted Country unless the prior written consent of the LAA has been obtained and the following conditions are fulfilled:

- (a) the Peer Reviewer has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the LAA;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Peer Reviewer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the LAA in meeting its obligations); and
- (d) the Peer Reviewer complies with any reasonable instructions notified to it in advance by the LAA with respect to the Processing of the Personal Data.

14.8 The Peer Reviewer shall notify the LAA immediately, without undue delay if it:

- (a) receives from a Data Subject (or a third party on their behalf) a Data Subject Request and/or a request to rectify, block or erase any Personal Data and/or any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
- (b) receives any communication from the Information Commissioner's Office or any other regulatory authority (including a supervisory authority as defined in the Data Protection Legislation) in connection with Personal Data Processed under this Contract;
- (c) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; and/or
- (d) becomes aware of a Data Loss Event.

14.9 The Peer Reviewer shall notify the LAA of any Data Loss Event as soon as it becomes aware of such an event.

14.10 The Peer Reviewer shall notify the LAA of any event, malfunction or deliberate act that impacts upon the security or integrity of their computers, software, hardware any associated system, accounts, devices or networks that could have an adverse impact upon LAA Data or LAA IT systems (including hardware and software) Integrity.

14.11 The Peer Reviewer shall not transmit, transfer or otherwise copy or access LAA data onto a personal device or personal account under any circumstances without prior written authorisation from the LAA.

14.12 If an event or incident that has an adverse impact, or the potential to cause an adverse impact on LAA IT systems (including hardware and software) integrity is discovered, the Peer Reviewer's access to relevant LAA IT systems (including hardware and software) shall be suspended until such time as the event or incident is resolved.

14.13 The Peer Reviewer's obligation to notify under clause 14.8, 14.9 and 14.10 above shall include the provision of further information to the LAA in phases as details become available.

- 14.14 The Peer Reviewer shall be the primary point of contact for any communication in respect of the Data Loss Event and: (a) the Peer Reviewer shall act quickly and without delay to remedy a Data Loss Event and minimise the impact(s) of a Data Loss Event; and (b) the Peer Reviewer shall formulate responses, notifications and other communications in respect of the Data Loss Event.
- 14.15 The Peer Reviewer shall provide the LAA with full cooperation and assistance (within the timescale reasonably required by the LAA) in relation to any complaint, communication or request made in respect of clause 14.8, 14.9 and 14.10, including by promptly providing:
- (a) the LAA with full details and copies of the complaint, communication or request;
  - (b) where applicable, such assistance as is reasonably requested by the LAA to enable the LAA to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation, including by providing the LAA with any Personal Data it holds in relation to a Data Subject (within the timescales required by the LAA); and
  - (c) the LAA and the LAA Peer Review Team with any information and/or assistance requested by the LAA following a Data Loss Event.
- 14.16 The Peer Reviewer shall provide any assistance requested by the LAA with respect to any request from the Information Commissioner's Office or any consultation by the LAA with the Information Commissioner's Office.
- 14.17 The Peer Reviewer shall permit the LAA or its representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and Audit the Peer Reviewer's Processing activities, facilities, systems, procedures and documentation (whether in electronic or hard copy form) and comply with all reasonable requests or directions made by the LAA to enable it to verify and/or procure that the Peer Reviewer is in full compliance with its obligations under this Contract and Data Protection Legislation.
- 14.18 The Peer Reviewer shall, if requested by the LAA, provide a written description of the Protective Measures that it has employed for the purpose of compliance with its obligations pursuant to this clause 14 and provide the LAA with copies of all documentation and/or information relevant to such compliance.
- 14.19 The Peer Reviewer shall hold Personal Data confidentially and the Peer Reviewer shall not do anything which shall damage the reputation of its (if applicable) or the LAA's relationship with the Data Subjects.
- 14.20 At the written request of the LAA, the Peer Reviewer shall delete or return Personal Data (and any copies of it) to the LAA or in any event do so on the Expiry Date (unless the Peer Reviewer is required by the Law to retain the Personal Data).
- 14.21 Each party shall designate its own Data Protection Officer if required by the Data Protection Act 2018.

14.22 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Peer Reviewer must:

- (a) notify the LAA in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the LAA;
- (c) enter into a written contract with the Sub-processor which give effect to the terms set out in this clause 14 such that they apply to the Sub-processor; and
- (d) provide the LAA with such information regarding the Sub-processor as the LAA may reasonably require.

14.23 The Peer Reviewer shall remain fully liable for all acts or omissions of any of its Sub-processors.

14.24 The Peer Reviewer and the LAA agree to take account of any guidance issued by the Information Commissioner's Office. The LAA may on not less than thirty (30) Working Days' notice to the Peer Reviewer amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

14.25 The Peer Reviewer shall use its reasonable endeavours to assist the LAA to comply with its obligations under the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the LAA to breach any of the LAA's obligations under the Data Protection Act 2018 to the extent that the Peer Reviewer is aware or ought reasonably to have been aware, that the same would be a breach of such obligations.

### **Law Enforcement Purposes**

14.26 In relation to Personal Data comprised within the Personal Data, which is Processed for Law Enforcement Purposes, the Peer Reviewer shall:

- (a) maintain logs for the Peer Reviewer's Processing operations in respect of:
  - (i) collection;
  - (ii) alteration;
  - (iii) consultation;
  - (iv) disclosure (including transfers);
  - (v) combination; and
  - (vi) erasure; (together the "Logs");
- (b) ensure that:
  - (i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;

- (ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure, and the identity of the recipients of the data; and
  - (iii) the Logs are made available to the LAA, including for the LAA to provide to the Information Commissioner's Office, on request;
- (c) use the Logs only to:
- (i) verify the lawfulness of Processing;
  - (ii) assist with the LAA's self-monitoring or (as the case may be) the Peer Reviewer's self-monitoring, including the conduct of internal disciplinary proceedings;
  - (iii) ensure the integrity of Personal Data; and
  - (iv) assist with criminal proceedings;
- (d) as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and
- (e) where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject.

14.27 The Peer Reviewer agrees to indemnify and keep indemnified the LAA against any and all claims, proceedings, actions, damages, legal costs, expenses, fines, administrative and other liabilities of whatever nature arising in respect of any unauthorised disclosure of Personal Data or any breach of this clause or the obligations under the Data Protection Legislation by the Peer Reviewer or any of its agents or employees.

14.28 The Peer Reviewer shall not do anything which places the LAA or itself in breach of their respective obligations under the applicable Data Protection Legislation and/or the Computer Misuse Act 1990.

14.29 The Peer Reviewer's obligations under clause 14 are expressed in general terms. The Peer Reviewer acknowledges this and its obligation to comply at all times with the specific IT systems (including hardware and software) and IT security requirements as set out in Part A Schedule 4 including, for the avoidance of doubt, with regard to its Processing of Personal Data.

## **15 THINGS THE PEER REVIEWER MUST NOTIFY TO THE LAA**

15.1 The Peer Reviewer must notify the LAA Peer Review Team as soon as reasonably practicable upon becoming aware of any anticipated material event, which will or might affect its ability to deliver Contract Work in accordance with the requirements of this Contract and in any event not later than fourteen (14) days of the occurrence of any such material event.

- 15.2 The Peer Reviewer must notify the LAA Peer Review Team immediately if there is an intervention with which the Peer Reviewer is involved or associated by any Relevant Professional Body (or by any other organisation that may lawfully do so).
- 15.3 The Peer Reviewer must notify the LAA Peer Review Team immediately if:
- (a) any proceedings for the recovery of debt are commenced against it and it does not intend to enter a defence to and/or pay the full amount claimed;
  - (b) it becomes aware that it has been registered on the General Council of the Bar's "Withdrawal of Credit Scheme";
  - (c) the Peer Reviewer has any conditions imposed on his/her practising certificate;
  - (d) it intends to make any compromise with its creditors, or to seek a voluntary arrangement under insolvency, or other legislation, or has done so;
  - (e) it is affected by any insolvency proceedings;
  - (f) a receiver or liquidator is appointed in respect of its business; or
  - (g) it becomes aware that any of the events in this clause 15.3 are imminent.
- 15.4 The Peer Reviewer must notify the LAA Peer Review Team immediately if it becomes aware of (and provide details) of any professional disciplinary proceedings brought by its Relevant Professional Body concerning it and must notify the LAA Peer Review Team of the outcome of them.
- 15.5 The Peer Reviewer must notify the LAA Peer Review Team as soon as reasonably practicable if it is charged with an offence punishable by imprisonment or is convicted of such an offence.
- 15.6 The Peer Reviewer must notify the LAA Peer Review Team immediately (and provide details) if it becomes aware of any event which would entitle the LAA to terminate this Contract.
- 15.7 If the Peer Reviewer has any reasonable doubt as to whether a particular event is covered by this clause 15, it must notify the LAA Peer Review Team of the event in question before or within fourteen (14) days of the event occurring.
- 15.8 If, at any point during the Contract Period, an Occasion of Tax Non-Compliance occurs, you shall: (a) notify us in writing of such fact within five (5) Working Days of its occurrence; and (b) promptly provide to us: (i) details of the steps which you are taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that you consider relevant; and (ii) such other information in relation to the Occasion of Tax Non-Compliance as we may reasonably require.

15.9 Without prejudice to any other obligations in this Contract you must immediately notify us of any event which changes your response to the Information for Candidates as part of your application to become a Peer Reviewer.

## **16 GIFTS, HOSPITALITY AND ANTI-CORRUPTION**

16.1 The Peer Reviewer must not use its position as a Peer Reviewer to accept, agree to accept or to attempt to obtain any payment or other benefit for doing or not doing anything, or showing favour or disfavour to any person.

16.2 The Peer Reviewer must not receive any payment or other benefit (such as gifts, hospitality or services) from a third party that might reasonably be seen to compromise personal judgement and integrity or put or appear to put the Peer Reviewer under an obligation.

16.3 The Peer Reviewer shall report to the LAA Peer Review Team any suspicion of any breach or alleged breach of any Bribery Legislation relating to this Contract and cooperate with the LAA and/or any regulator and/or prosecutor in any investigation relating to the same. Any breach by the Peer Reviewer of this clause 16.3 shall be deemed to be a material breach.

16.4 The Peer Reviewer shall take all reasonable steps, in accordance with the Bribery Legislation to prevent it from committing a Prohibited Act (including without limitation, complying with and enforcing any anti-bribery policies and procedures it has in place as appropriate).

## **17 TERMINATION**

17.1 The Peer Reviewer may, at any time, by giving not less than three (3) months' written notice to the LAA, terminate this Contract.

17.2 The LAA may, at any time, by giving not less than one (1) month's written notice to the Peer Reviewer terminate this Contract (on the date specified in the notice).

17.3 This Contract is suspended immediately with effect from the date that any Relevant Professional Body (or any other organisation that may lawfully do so) makes an intervention, order or direction that has the effect of preventing you from lawfully performing Contract Work. You must notify us immediately of any such intervention, order or direction and we may, as a result of such circumstance, terminate this Contract on written notice to you on the date we specify in such notice.

17.4 Without limiting clause 17.2, we may serve a notice on you terminating this Contract on the date specified in the notice in any of the following circumstances:

- (a) you have committed a material breach of any of your obligations under this Contract and (if the breach is capable of remedy) you fail to remedy the breach within seven (7) days of receipt of a written request to do so;
- (b) you have failed to meet a condition specified by us before the Contract Start Date and on which we granted this Contract;



- (c) we reasonably consider that termination is required to protect Clients or us from possible serious harm or to protect public funds or Clients' interests;
- (d) we receive a report that identifies that there has been such a serious breach of Contract or of legislation or such serious professional misconduct or dishonesty that, in all the circumstances, termination is justified;
- (e) your financial situation is such that we reasonably consider that we are at significant risk of financial loss or other material prejudice;
- (f) you have failed to provide information or access to premises in accordance with this Contract and/or at our reasonable request and have not remedied such breach within seven (7) days of a notice from us referring to this clause and requiring you to do so;
- (g) any of the warranties given by you pursuant to clause 6.13 are materially untrue;
- (h) you commit a material breach of your obligation to notify us of any Occasion of Tax Non-Compliance as required by clause 15.8; or
- (i) you fail to provide details of steps being taken and mitigating factors pursuant to clause 15.8 which in our reasonable opinion are acceptable.

17.5 Subject to clause 17.6, the LAA may immediately terminate this Contract if the Peer Reviewer, or any organisation that the Peer Reviewer is associated with (e.g., and without limitation as partner, member, director, consultant, employee etc.) receives a notice to terminate any LAA contract it may hold or that organisation terminates any such contract.

17.6 Where clause 17.5 applies LAA shall only exercise the right of termination where, acting reasonably, LAA considers that the Peer Reviewer was responsible, in whole or in part, for the circumstances leading to the termination.

17.7 The LAA may immediately terminate this Contract if the Peer Reviewer's financial situation is such that the LAA considers, at its sole discretion, that it is or the Peer Reviewer's Clients are at risk of financial loss or other material prejudice or if the Peer Reviewer has a statutory demand or bankruptcy petition issued against them or applies to the courts for an interim order under the Insolvency Act 1986 or makes a proposal for an individual voluntary arrangement under that legislation or becomes the subject of professional disciplinary proceedings, criminal proceedings or the Peer Reviewer's actions or otherwise are in breach of its confidentiality obligations at clause 9, its conflict of interest obligations at clause 10, its data protection obligations at clause 14 or its obligations in respect of gifts and hospitality as set out at clause 16;

17.8 The LAA may immediately terminate this Contract where the Peer Reviewer's circumstances change so they are no longer practising in the Specialist Category or practising in the Specialist Category but no longer meet the essential requirements specified in Schedule 1.

- 17.9 The LAA may immediately terminate this Contract where the Peer Reviewer's employment circumstances change such that they give rise to reasonable concerns to LAA as to the ability of the Peer Reviewer to carry out Contract Work with the necessary independence and objectivity required by the LAA.
- 17.10 The LAA may immediately terminate this Contract where the Peer Reviewer has been requested to provide samples of the Peer Reviewer's own case work, for assessment under the Independent Peer Review Process, but has failed to do so within the (reasonable) time period stipulated by the LAA.
- 17.11 The LAA may immediately terminate this Contract where the Peer Reviewer's own case work is found not to meet the "Competence Plus" (2) or "Excellence" (1) standard, by the method set out in Schedule 1.
- 17.12 Where either the LAA or the Peer Reviewer exercise their right of termination under clause 17, notwithstanding such termination, at LAA's sole option, the Peer Reviewer shall remain under an obligation to complete promptly any outstanding Contract Work begun prior to the date on which the Contract terminated and any representations or appeals work which relates to Contract Work which the Peer Reviewer carried out prior to the date on which the Contract terminated, subject to direction to do so by the LAA.
- 17.13 Where directed to do so by the LAA, the Peer Reviewer shall carry out and the LAA shall pay for any such "run-down" work in the same way as is provided for in the terms of this Contract. The payment for such additional work shall be conditional upon the Peer Reviewer completing promptly and responding promptly to any representations or appeals work which relates to Contract Work which they carried out prior to the date on which the Contract expired through lapse of time or was earlier terminated by either party pursuant to clause 17.
- 17.14 Unless LAA directs otherwise, the Peer Reviewer shall be immediately and automatically be suspended from the Panel of Peer Reviewers and this will mean that the Peer Reviewer will not be offered any Contract Work for the period of any such suspension if at any time the Peer Reviewer ceases to meet one or more of the essential requirements specified in Schedule 1; or
- (a) during such period where the Peer Reviewer's own case work is being peer reviewed; or
  - (b) where the Peer Reviewer fails to attend the compulsory consistency update training; or
  - (c) in other circumstances where the Peer Reviewer is not meeting its obligations set out in this Contract but has demonstrated to LAA's satisfaction that the circumstances giving rise to the breach are reasonable and that such noncompliance will have effect for a short period only; or
  - (d) where the Peer Reviewer is deemed to be in a conflict-of-interest position pursuant to clause 10.5.
- 17.15 Without limiting clause 17.2, we shall be entitled to terminate the Contract where any of the following circumstances arise:

- (a) we become aware that you should have been excluded from the Peer Reviewer Panel Appointment process leading to the award of this Contract under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 (as applicable); or
- (b) where the Contract should not have been entered into due to a serious infringement of obligations under European Law as declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU; or
- (c) where the Contract has been substantially amended to the extent restricted under the Public Contracts Regulations 2015 (as applicable).

17.16 Subject to clauses 17.12 and 17.13, when this Contract ends:

- (a) all rights, authorisations, approvals, powers, licenses and any status under it (of you and of all your personnel), end immediately;
- (b) you must immediately stop all Contract Work and our obligation to make payments to you under it ceases, unless directed otherwise by the LAA; and
- (c) you must immediately stop holding yourself out as able to perform Contract Work (unless the LAA has directed that you continue to carry out Contract Work).

17.17 Where the LAA is entitled to terminate this Contract it may, at its sole discretion, terminate any part of it or suspend the Contract or any part of it for such time as is considered reasonable without waiving its right to terminate the Contract at a later date for the reasons relied upon to suspend the Contract provided that we may not terminate the Contract or such other agreement in part to the extent that that part of the Contract or agreement remaining after such termination would constitute a new award of a contract for the purposes of the Public Contracts Regulations 2015 (as applicable). For the avoidance of doubt, this does not prevent us terminating all of the Contract Work or work or services covered by the Information for Candidates. We will set out the effects of any suspension (which will be less serious than termination) in the notice to you.

17.18 Any provision of this Contract which relates to or governs your or our acts after it (or any part of it) ends, remains in full force and effect and is enforceable even though it has ended.

## **18 DISPUTE RESOLUTION**

18.1 The parties hereby agree that if either party has any issue or concern which such party in good faith reasonably believes may have an adverse impact on the operation of this Contract then such party may contact the other party to attempt to resolve such issue or concern in good faith, and such contact will be made as set out below.

18.2 LAA and the Peer Reviewer shall attempt in good faith to negotiate a settlement to any dispute or claim between them arising out of or in connection with the Contract.

18.3 If the dispute or claim cannot be resolved by the parties within sixty (60) Working Days of the dispute being raised, either the LAA or the Peer Reviewer may request that the

dispute be referred to mediation by giving notice in writing to the other requesting mediation.

- 18.4 To initiate the mediation either party will give notice in writing (a 'Mediation Notice') to the other requesting mediation. Any Mediation Notice to be given to the LAA must be sent to the Chief Executive at the Legal Aid Agency, 102 Petty France, London SW1H 9AJ (or such address as we may notify you).
- 18.5 Unless otherwise agreed between the parties, the mediation will be conducted in accordance with the CEDR Model Mediation Procedure, and the mediator will be nominated by CEDR.
- 18.6 If the party receiving the mediation notice agrees to mediation, the party who requested the mediation shall notify CEDR and take the necessary steps to arrange the mediation (or to ask CEDR to assist to secure the involvement of the other party).
- 18.7 The mediation will take place as soon as reasonably practicable following a referral to CEDR.
- 18.8 If the matter has not been resolved by mediation within six (6) months of the initiation of such procedure or if either party does not agree to mediation, either party shall be entitled to issue court proceedings.
- 18.9 The performance of obligations under the Contract shall not cease or be delayed during the course of any mediation.
- 18.10 CEDR's fees (which include the mediator's fees) and other expenses of the mediation will be borne equally by the parties. Payment of these fees and expenses will be made to CEDR in accordance with its fee schedule and terms and conditions of business.
- 18.11 Each party will bear its own costs and expenses of its participation in the mediation.

## **19 NOTICES**

- 19.1 Any notice to be given under this Contract (including the delivery of any invoice) must be in writing.
- 19.2 Notices may be served by hand, may be addressed to the LAA Peer Review Team or Peer Reviewer (as appropriate and set out below in the Schedule and sent by pre-paid first class pre-paid post, recorded delivery or registered post or DX or email, in the case of LAA, Peer Reviewer (or to such other address, number or email address as may be notified in writing by one party to the other).
- 19.3 Unless otherwise notified in writing, notices shall be served on the parties (as appropriate) as follows:
- (a) The address and contact details for the LAA are:
- (i) LAA Peer Review Team, Legal Aid Agency, 13<sup>th</sup> Floor, 102 Petty France, London SW1H 9AJ

(ii) DX:152380 Westminster 8

(iii) peer.review@Justice.gov.uk

(b) The address and contact details for the Peer Reviewer are:

(iv) [address]

(v) DX: [XXX]

(vi) [email address].

19.4 Notices served by hand will be deemed served at the time of actual delivery. Notices served by pre-paid first-class post, recorded delivery, registered post or DX will be deemed served 48 hours from the date of posting. Any notice served by email at the time of transmission. Provided that such notice is given in accordance with clause 19.3 and if deemed receipt under this clause would otherwise occur after 5pm on a Working Day or at any time on a day that is not a Working Day, deemed receipt will instead be at 9am on the next Working Day.

19.5 We may at any time specify the form and content of notices to be given by either party to the other. Any notice (or purported notice) given by either party to the other which is not in (or given in) the medium, form or manner required by this Contract is invalid unless the party receiving it elects, in writing, to treat it as valid. If a notice specifies that it takes effect on a date before any required notice period has expired, the notice remains valid but does not come into effect until the expiry of the required notice period.

## 20 GENERAL

20.1 If a provision of this Contract is held to be illegal, invalid or unenforceable, in whole or in part, or if the inclusion of any term is held by any such authority to be in breach of those rules relating to the procurement of contracts by the public sector, the provision will, to that extent, be deemed not to form part of this Contract and the legality, validity and enforceability of the remainder of the Contract will not be affected.

20.2 No failure or delay by LAA to exercise any power or to insist upon strict compliance with any term of this contract constitutes a waiver of any of LAA's rights. A waiver by LAA of any breach of this Contract will not be deemed to be a waiver of any subsequent breach.

20.3 The Peer Reviewer shall not be entitled to assign or sub-contract its obligations or rights under this Contract.

20.4 The parties to this Contract do not intend that any of its terms will be enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.

20.5 This Contract (together with the appropriate sections of any documents that are referred to in it, as they may be amended where applicable) constitutes the entire agreement made between the parties in connection with Contract Work to be carried out by the Peer Reviewer and replaces all previous agreements and arrangements (if any) whether written, oral or implied between the Peer Reviewer and LAA relating to the provision of

peer review services by the Peer Reviewer to the LAA. Any and all such outstanding agreements and arrangements still effective at the date of this Contract shall be deemed to have been terminated by mutual consent of the parties with effect from the Contract Start Date.

- 20.6 You acknowledge that this Contract has not been entered into wholly or partly in reliance on, nor have you been given any warranty, statement, promise or representation made by, or on, our behalf (other than as expressly set out in this Contract). To the extent that any such warranties, statements, promises or representations have been given you unconditionally and irrevocably waive any claims, rights or remedies which you might otherwise have had in relation to them.
- 20.7 Nothing in clause 20.5 will affect the liability of either party in respect of any representation which it has made fraudulently.
- 20.8 Nothing in this Contract creates, implies or evidences any partnership or joint venture or employer-employee relationship between LAA and the Peer Reviewer or the relationship between them of principal and agent.
- 20.9 Except where express provision is made within its terms for amendments to this Contract to be made by LAA alone (in which case those amendments shall be made by written notice to the Peer Reviewer) and, subject to clause 20.10, this Contract may be amended or varied with the agreement of both parties, but any amendment or variation must be in writing, signed by both parties, expressed to be part of this Contract and refer to this clause 20.9.
- 20.10 Where the LAA needs to implement changes in policy which necessitate consequent amendments to the obligations on the Peer Reviewer under this Contract (other than to those terms for which express provision has already been made for amendments to be made by LAA alone) LAA shall give the Peer Reviewer not less than one (1) month's written notice before those amendments shall be incorporated into and come into force in the Contract.
- 20.11 Notwithstanding the provisions of clauses 20.9 and 20.10, neither party shall propose any variation or amendment to this Contract or Contract Work which materially changes the nature, scope or scale of this Contract or the Contract Work.
- 20.12 The formation, existence, construction, performance, validity and all aspects whatsoever of this Contract and any non-contractual obligations arising out of or in connection with it, are governed by the law of England and Wales.
- 20.13 Subject to clauses 8 and 18, the courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Contract. The parties irrevocably agree to submit to that jurisdiction.
- 20.14 Neither of the parties to this Contract is responsible to the other for any nonperformance of its obligations and duties under this Contract directly and solely due to any cause beyond its reasonable control. Causes beyond reasonable control are confined to:
- (a) severe physical damage caused by storm, fire or flood; and

- (b) criminal acts; and
- (c) epidemic, except any fire, flood or criminal act caused or committed by any member of the affected party's personnel,

which could not reasonably have been foreseen at the time of entering into the contract, the effects of which could not be avoided by appropriate measures and provided always that the affected party uses all reasonable endeavours to mitigate the effect of any such cause on the performance of its obligations.

20.15 If any cause within clause 20.14 occurs the affected party must immediately:

- (a) inform the other party in writing of such cause and of what obligation or duty is prevented from being performed; and
- (b) take all action within its power to comply with the terms of this Contract as fully and promptly as possible; and
- (c) unless the affected party takes such steps, this clause must not have the effect of absolving it from its obligations under this Contract.

20.16 If the circumstances described in clause 20.15 arise, but do not appear to be of a temporary nature, either party may give the other notice of termination of this Contract within such period as is reasonable in the circumstances (which shall be no shorter than one (1) month).

20.17 Any notice under clause 20.16 shall not take effect if the party that was prevented from complying with this Contract (or complying with it in a timely manner) is able, to the other party's satisfaction, to comply with its obligations and duties under this Contract within the period of notice specified in accordance with clause 20.16.

20.18 For the purpose of examination of our accounts, or any examination under section 6(1) of the National Audit Act 1983 as to the economy, efficiency and effectiveness with which we have used our resources, the Comptroller and Auditor General may examine such information as he or she may reasonably require which are owned, held or otherwise within your control and may require you to provide such information and oral or written explanations as he or she may reasonably require for those purposes. You must promptly give all reasonable assistance to the Comptroller and Auditor General for those purposes. Without limiting the provisions of clauses 9, 13 and 14, we may be required by other legislation to provide information that you hold. If we ask you to give us such information, you must do so without delay.

**SCHEDULE 1**

**PEER REVIEWER DETAILS**

<b>NAME</b>	
<b>SPECIALIST CATEGORY</b>	
<b>SENIOR PEER REVIEWER STATUS</b>	

**ESSENTIAL REQUIREMENTS**

**1. Peer Reviewer Minimal Criteria**

Must be a Supervisor who meets the Supervisor Standards in the specialist category of law for which they are applying to be a Peer Reviewer.

**2. Continuing LAA Contract Experience**

At any given time during the Contract period, in addition to meeting the Supervisor Standard, a Peer Reviewer must be Engaged with a Legal Aid Provider.

**3. Peer Review of the Peer Reviewer**

The Peer Reviewer agrees to the standard of their work undertaken on behalf of a Provider under a relevant Standard Crime Contract and/or Standard Civil Contract with the LAA, being assessed This will usually be undertaken every 3 years and if the Provider for which the Peer Reviewer carries out work receives a “Competence” (3), “Below Competence”, (4) or “Failure in Performance” (5) peer review rating.

Where such an assessment is scheduled the LAA shall retrieve from its records a list of case files of the Provider for which the Peer Reviewer carries out work under a relevant Standard Crime Contract and/or Standard Civil Contract with the LAA, in the relevant Specialist Category opened in the previous 36 months from the date of selection and closed within 24 months of the date of selection.

The Peer Reviewer shall be required to identify those cases which represent their own casework from this list and provide this information to the LAA Peer Review Team within fourteen (14) days of the LAA Peer Review Team’s request.

The LAA shall select a random sample of fifteen (15) files for review from the list of Peer Reviewers case files and will arrange for a peer review to be conducted.

Where a Peer Reviewer is unable to identify fifteen (15) files as set out in the paragraph above, the Peer Reviewer shall be entitled to identify files on which they have undertaken an active Supervisor role, and these may be included in the assessment provided always that the majority of the sample includes the Peer Reviewer’s own files.



#### **4. Failure to Meet the Ongoing Essential Requirements**

The Peer Reviewer is under an obligation to inform the LAA Peer Review Team forthwith if, at any point during the Contract Period, the Peer Reviewer no longer meets the requirements of this Schedule 1.

If the Peer Reviewer is unable to meet the requirements of this Schedule 1, the LAA shall be entitled to terminate this Contract pursuant to clause 17 of this Contract.

**SCHEDULE 2****REQUIREMENTS**

The Peer Reviewer shall meet the following Service Levels set out in Parts A to E of this Schedule 2.

**PART A. TIMESCALES**

<b>Service element</b>	<b>Timescale</b>
At least two days Contract Work per month to be scheduled	The Peer Reviewer will be requested by the LAA Peer Review Team, on a rolling monthly basis, to complete and record their availability for Contract Work on doodle poll, or equivalent as detailed by the LAA Peer Review Team. The Peer Reviewer must notify the LAA of their availability within ten (10) Working Days of the LAA's request or as soon as reasonably practicable thereafter where notification cannot be provided within that period.
Peer Reviewer to submit peer review report to the LAA Peer Review Team	<ol style="list-style-type: none"> <li>1. Within five (5) Working Days of completion of Review of Provider's Closed Files.</li> <li>2. Within five (5) Working Days of meeting to consider a Provider's representations, either as the original Peer Reviewer or second Peer Reviewer/Senior Peer Reviewer.</li> </ol>
Senior Peer Reviewer to validate peer review report (excluding reports scored at 1&2 and a reduction in validations for reports scored at 3)	Within five (5) Working Days following receipt from the LAA Peer Review Team.
Peer Reviewer to consider amendments and submit amended report	Within three (3) Working Days following notification of amendments by the LAA Peer Review Team.
Training session attendance	Attend all compulsory training sessions.
If unable to commit to twenty-four (24) days of Contract Work in any year	Peer Reviewer to notify the LAA Peer Review Team promptly on becoming aware of situation.
Check email address in box.	At least once every five (5) days

## **PART B. CONTRACT WORK - SCOPE**

### **1. The following is a general description of the key elements of Contract Work:**

- (a) Carrying out peer reviews by assessing and rating the quality of each sample of Closed Files of Legal Aid Providers supplied for the purpose of the Independent Peer Review Process in accordance with the relevant criteria of Independent Peer Review Process;
- (b) Writing associated peer review reports that evidence and justify the peer review rating given in accordance with the guidance on peer review reports in the Independent Peer Review Process Document and any variations to that guidance communicated through update training by or with the IALS Team, or any specific instructions or advice from the IALS Team within the timescales set out in this Schedule 2 (or any amended timescales notified to the Peer Reviewer);
- (c) Considering, at a meeting arranged for this purpose, any representations received from Providers and answering such representations in accordance with the guidance on peer review reports and representations in the Independent Peer Review Process Document any variations to that guidance communicated through update training by or with the IALS Team, or any specific instructions or advice from the IALS Team etc. within the timescales set out in this Schedule 2 (or any amended timescales notified to the Peer Reviewer);
- (d) Preparing for and attending any hearing or tribunal to deal with issues relating to peer review as required by LAA;
- (e) Attending peer review training scheduled by the LAA Peer Review Team (including mandatory consistency update training and additional ad hoc training sessions, including assessment and feedback sessions);
- (f) Reviewing any materials relating to equality and diversity provided by the LAA Peer Review Team and attending training on equality and diversity issues scheduled by the LAA Peer Review Team;
- (g) Attending peer review meetings scheduled by the LAA Peer Review Team;
- (h) Preparing for attendance at appeal committee meetings and drafting any statement in support of a peer review carried out by the Peer Reviewer; and
- (i) Attending peer review appeal committee meetings as required.

### **2. Senior Peer Reviewers only:**

- (a) Senior Peer Reviewers will be initially identified during the Peer Reviewer Panel Appointment application process, with further opportunities to be identified as a Senior Peer Reviewer to be offered during the Contract Period. The role of the Senior Peer Reviewer is to validate peer review reports and consider any

representations when required, provide mentoring and training to other Panel members to assist in maintaining consistency.

- (b) In addition to meeting the above requirements for Peer Reviewers, to be eligible to act as a Senior Peer Reviewer, you are required to have conducted at least twenty (20) peer reviews.
- (c) Applications to be classified as a Senior Peer Reviewer can be submitted during the Contract Period at any time. As long as the applicant has completed at least twenty (20) peer reviews, they will be eligible to apply to be a Senior Peer Reviewer and will be accepted.
- (d) Opportunities to become Senior Peer Reviewers will be offered throughout the Contract Period to ensure that where Peer Reviewers' experience has grown, that they are included where appropriate, as Senior Peer Reviewers.

## **PART C. CONTRACT WORK – SPECIFICATION**

### **1. Requirement**

- (a) Whilst there is no guarantee as to the volume of Contract Work which will be required under this Contract, the LAA's reasonable estimate of the requirement on the Peer Reviewer is for:
  - (i) a minimum of twenty-four (24) days' Contract Work (including assessment and reports) per year;
  - (ii) the Peer Reviewer may be required to carry out more than the estimated twenty-four (24) days' Contract Work during each year of the Initial Term (particularly if they are also a Senior Peer Reviewer); and
  - (iii) "year" means any twelve (12) month period beginning on the Contract Start Date (or any anniversary of the Contract Start Date).
- (b) The Peer Reviewer must use all reasonable endeavours to schedule two (2) days' Contract Work each month – as it is important that the LAA Peer Review Team can maintain peer review capacity throughout each year. The Peer Reviewer will be requested by the LAA Peer Review Team, on a rolling monthly basis, to complete and record their availability for Contract Work on doodle poll, or equivalent as detailed by the LAA Peer Review Team. Failure to complete the doodle poll or equivalent as detailed by the LAA Peer Review Team as required under the Contract may hinder the allocation of Contract Work.
- (c) Where the Peer Reviewer has good reason for not being able to schedule two (2) days' Contract Work in a particular month, they must schedule those days in other months with the prior agreement of the LAA. In addition, the Peer Reviewer must deal with any representations within five (5) working days of meeting to consider a Provider's representations. Where the Peer Reviewer is not or becomes aware at any time that they will not be able to commit to twenty-four (24) days of Contract Work in any year of this Contract then the Peer Reviewer shall promptly, on

becoming aware of such limitations, inform the LAA Peer Review Team, giving reasons for this limited capacity. The LAA shall then decide, at its sole and absolute discretion, whether it wishes to allow the Peer Reviewer to continue to be a Peer Reviewer and whether the terms of this Contract should be amended to address such limited capacity, or whether the Contract should be suspended or terminated. Contract Work must be carried out in accordance with the terms of the Contract, the LAA's Independent Peer Review Process Document and any other guidance provided to the Peer Reviewer by the LAA Peer Review Team from time to time.

## **2. Training, assessment and verification of competency and consistency of Peer Reviewers**

- (a) It is compulsory for the Peer Reviewer to attend training sessions – including consistency update training by the LAA Peer Review Team. If the Peer Reviewer fails to meet this requirement, they will be immediately and automatically suspended from the Panel of Peer Reviewers (unless the LAA, at its sole and absolute discretion, directs otherwise).
- (b) In order to demonstrate the Peer Reviewer's own expertise in their Specialist Category, a sample of their own case work will be peer reviewed at least once every three (3) years and if the Provider for which the Peer Reviewer carries out work receives a "Competence" (3), "Below Competence" (4), or "Failure in Performance" (5) Peer Review Process rating. The LAA will temporarily suspend the Peer Reviewer from the Panel of Peer Reviewers until the outcome of the Peer Review is known. The LAA may immediately terminate this Contract where the Peer Reviewer's own case work is found not to meet the "Competence Plus" (2) or "Excellence" (1) standard.
- (c) The IALS Team will undertake the training, assessment and verification of the competency and consistency of Peer Reviewers (and the related requirements on Peer Reviewers) and any guidance provided to the Peer Reviewer by the LAA Peer Review Team.

## **3. Scheduling and completion of Contract Work**

- (a) The dates on which LAA proposes to hold peer review sessions will be notified in advance and the date(s) on which the Peer Reviewer shall attend those sessions will be agreed between the LAA Peer Review Team and the Peer Reviewer jointly (both acting reasonably). The sessions will be carried out remotely.
- (b) For the avoidance of doubt, in circumstances where the Peer Reviewer has completed all the other Contract Work they have been assigned to carry out during the scheduled days, they may be required to undertake related work, during the remaining time left in any such session(s).
- (c) If, whilst conducting Contract Work, it becomes apparent to the Peer Reviewer that they will need to spend longer than the original number of days booked they must notify the LAA Peer Review Team as soon as this becomes apparent and provide

reasons. The LAA would usually expect the Peer Reviewer to complete the Contract within two (2) weeks of the original booking.

- (d) It is LAA's reasonable expectation that the peer review will generally take one and a half (1.5) days/ten point five (10.5) hours depending on the complexity and volume of the case files peer reviewed. It is the LAA's reasonable expectation that writing the peer review report will generally take a further three point five (3.5) hours, depending on the content and complexity of the report produced. Therefore a maximum of fourteen (14) hours may be claimed per peer review. Prior approval must be sought by the Peer Reviewer from the LAA Peer Review Team once it becomes apparent that the Contract work will exceed the hours detailed in Schedule 2. Failure to do so may lead to a reduction in the payment of the Attendance Fee and Expenses Claim.
- (e) The Peer Reviewer shall comply with the timescales for completion of Peer Review reports and for the other elements of Contract Work as notified to them from time to time. The Peer Reviewer shall present their reports in accordance with the guidance on peer review reports in the Independent Peer Review Process Document and in training and mentoring sessions, any variations to that guidance communicated through update training or any other method.
- (f) As it is essential that Contract Work is scheduled and completed in accordance with the required timescales set out in Schedule 2 Part A, the Peer Reviewer is required to have (at all times) and to notify to the LAA Peer Review Team of, a current personal and secure email address and to check their email coming into that address at least once every five (5) days. Failure to comply with these timescales may result in the right to payment for delayed work being withheld by the LAA in accordance with clause 8.3.

#### **PART D. DEVELOPMENT AND PROJECT WORK - SCOPE**

This element of the Contract Work is related either to the Independent Peer Review Process itself or the development of additional quality assessment processes. It is an optional element of Contract Work, the detailed scope of which is to be agreed between the LAA and the Peer Reviewer.

By way of example, Development and Project Work may include:

- (a) providing training to other Peer Reviewers and LAA caseworkers;
- (b) attending meetings and workshops at the request of the LAA Peer Review Team or on their behalf;
- (c) developing guidance on best practice;
- (d) meeting with LAA staff, the IALS Team and other Peer Reviewers to develop projects related to the Independent Peer Review Process;
- (e) assisting with ongoing development of the Independent Peer Review Process;

- (f) preparing for and delivering presentations at workshops organised by the LAA Peer Review Team; and
- (g) assisting in the development of materials and tools for peer review training purposes, for example condensed peer review documents.

## **PART E. DEVELOPMENT AND PROJECT WORK - SPECIFICATION**

### **1. Requirement**

- (a) From time to time, the Peer Reviewer may be invited by LAA to take part in Development and Project Work.
- (b) For the avoidance of doubt, any Development and Project Work agreed between the Peer Reviewer and LAA is in addition to the requirement for Contract Work (as described in this Schedule 2).
- (c) Where the Peer Reviewer agrees to carry out such Development and Project Work, the Peer Reviewer shall carry out that Development and Project Work at all times  
in accordance with the terms of this Contract, as agreed on a project by project basis with the LAA and in accordance with any other guidance provided to the Peer Reviewer from time to time.

### SCHEDULE 3

#### ATTENDANCE FEES AND EXPENSES AND INVOICING PROCEDURE

##### 1. Attendance Fees for Contract Work

- (a) Attendance Fees for Contract Work are paid at the following rates:
  - (i) Hourly rate of £53.57 per hour (applied pro rata for parts of the hour);
  - (ii) £375.00 per day (seven (7) hours); and
  - (iii) £187.50 per half day (three point five (3.5) hours).

The key elements of Contract Work and any additional requirements relating to Attendance Fee and Expenses Claims are set out below:

- (b) Peer review: Time spent peer reviewing files, completing the associated Peer Review report and at any cross-checking, consistency or benchmarking review session. For the avoidance of doubt, no claim may be made in respect of any peer review carried out until the completion of the Independent Peer Review Process.
- (d) Representations from Providers: Considering representations at a meeting arranged for this purpose and preparing a final peer review report at or following the meeting in response (either in the capacity of “original Peer Reviewer” or Senior Peer Reviewer). For the avoidance of doubt no claim may be made for consideration of representations until completion of the Independent Peer Review Process.
- (e) Update and training sessions: Mandatory attendance at any training/update sessions organised by the LAA.
- (e) Senior Peer Reviewer validation of peer review reports and responses to representations – hourly rate of £53.57. This rate assumes that one peer review report takes a maximum of one (1) hour to validate. In the event that a Senior Peer Reviewer, acting reasonably, takes longer than one hour to validate a peer review report and wishes to claim more than one (1) hour for validating such a report then that Senior Peer Reviewer shall give clear and detailed reasons for such a claim to the LAA Peer Review Team and the LAA shall, at its sole discretion, determine whether such additional time shall be reimbursed.
- (f) Preparation for attendance at appeal committee meetings and the drafting of any written statement in support of the peer review carried out by the Peer Reviewer for submission to an appeal committee or in response to representations made by Providers other than as part of a day or days’ session as provided for at paragraph 1b to Schedule 3. The time actually spent by the Peer Reviewer in reviewing documentation or drafting a statement, (in each case at LAA’s request) subject to a maximum of three (3) hours’ work, shall be payable at the hourly rate of £53.57 (unless LAA has agreed in writing to extend the maximum time which may be claimed for any such preparatory work before the Peer Reviewer undertakes it).



- (g) For the avoidance of doubt, the three (3) hour cap applies as a separate cap in relation to each preparatory work “task” within the scope of this bullet point which the Peer Reviewer is required by LAA to undertake.
- (h) Attendance at appeal committee meetings: Fees are payable at two levels:
  - (i) a half-day rate (£187.50) shall be payable for the Peer Reviewer’s attendance of up to three point five (3.5) hours at appeal committee meetings.
  - (ii) a full-day rate (£375.00) shall be payable for the Peer Reviewer’s attendance of over three point five (3.5) hours at appeal committee meetings.
- (i) Development and Project Work payable at either daily rate of £375.00, half day rate of £187.50 or at hourly rate of £53.57 (pro rata for parts of the hour) as notified in advance by LAA to the Peer Reviewer.

## **2. Exclusions from Fees**

- (a) For the avoidance of doubt any time spent by the:
  - (i) Peer Reviewer travelling; or
  - (ii) Peer Reviewer’s personal support staff, assisting the Peer Reviewer in the performance of Contract Work as permitted by LAA,

is not included within the definition of Contract Work and will not, therefore, be paid for by the LAA unless, in exceptional circumstances, the LAA specifically authorises such arrangements in writing in advance of the work being undertaken.

## **3. Cancellation of scheduled Contract Work**

- (a) While Fees are paid for Contract Work actually performed by the Peer Reviewer, the LAA recognises that certain unavoidable events occur from time to time which mean that the Contract Work which the Peer Reviewer was scheduled to carry out may not be performed due to no fault of the Peer Reviewer. Examples of these events are where:
  - (i) a conflict of interest between the Provider and the Peer Reviewer in respect of the Closed Files being peer reviewed by the Peer Reviewer is identified partway through the peer review itself;
  - (ii) in error, more than one Peer Reviewer has been booked to carry out the same peer review; and
  - (iii) Closed Files for peer review have not arrived on time for a scheduled Peer Review.
- (b) In these circumstances, (and other similar circumstances at LAA’s (reasonable) discretion) where the LAA Peer Review Team are not able to find alternative

Contract Work for the Peer Reviewer to perform, where the LAA Peer Review Team notify the Peer Reviewer of the cancellation at least forty-eight (48) hours before the Contract Work was scheduled to begin, no Attendance Fee shall be payable in respect of that cancellation.

- (c) Where the LAA Peer Review Team are not able to give the Peer Reviewer at least forty-eight (48) hours' notice of a cancellation, on being notified of the cancellation the Peer Reviewer is under an obligation to spend the time booked for the Contract Work carrying out their own practice work if reasonably possible. If this is not possible then the LAA will pay a maximum of seven (7) hours' work (at £53.57 per hour) in total for the time booked for the Contract Work which the Peer Reviewer has not been able to perform.

#### **4. Invoicing procedure for Attendance Fee and Expenses**

- (a) The LAA shall pay the Peer Reviewer's Attendance Fee and Expenses Claim. With the introduction of remote working, it is anticipated that there will be very little requirement to incur overnight accommodation costs in relation to Contract Work. Peer Reviewers must contact the Peer Review Manager for prior approval if accommodation costs are required.
- (b) All Attendance Fee and Expense Claim Forms must be completed by the Peer Reviewer by the end of the relevant assessment, training, feedback or other session and sent to the LAA Peer Review Team, 13<sup>th</sup> Floor, LAA, 102 Petty France, London, SW1H 9AJ or emailed to [peer.review@Justice.gov.uk](mailto:peer.review@Justice.gov.uk). The Peer Reviewer should retain a copy of the Attendance Fee and Expenses Claim Form so they can identify payments when they receive the payment advice. The Attendance Fee and Expenses Claim Form can be used for HMRC's returns.
- (c) All completed Attendance Fee and Expense Claim Forms must identify clearly the Contract Work to which they relate and, where VAT is payable, include a valid VAT invoice and the Peer Reviewer's VAT registration number.
- (d) On receipt of any Attendance Fee and Expense Claim Form from the Peer Reviewer, the member of the LAA Peer Review Team responsible will cross-check all items referred to in the invoice against their own records of Contract Work carried out and against original receipts provided in support of expenses incurred.
- (e) Where, after cross-checking all items, the LAA is satisfied that all items are claimable and properly claimed for (with reference to the procedures set out in this Contract and as notified to the Peer Reviewer from time to time), the Attendance Fee and Expense Claim Form will be approved for payment and payment sent directly to the Peer Reviewer at the bank account most recently notified by him/her to the LAA Peer Review Team within thirty (30) days of its receipt by the Peer Review Team.
- (f) In the event that LAA (acting reasonably) discovers a discrepancy in any item claimed, it will pay that portion of the Attendance Fee and Expense Claim Form which is not disputed within twenty-one (21) days of its receipt (or, if VAT is being claimed, within twenty-one (21) days of receipt of a revised VAT invoice for the

undisputed portion) and withhold payment of the balance. Any disputes regarding such a discrepancy shall be determined in accordance with the provisions of clauses 8.6 to 8.10 of this Contract.

- (g) All items of claimable expenses in respect of which the Peer Reviewer submits an Attendance Fee and Expenses Claim Form to LAA must be supported by an original and valid VAT receipt in order for them to be payable.

#### Ministry of Justice **Expenses: Subsistence and Mileage rates**

<b>Subsistence Allowances</b>		<b>Period of absence</b>	<b>Limit</b>
Day (not to be claimed when a meal is provided)		Over 5 hours, up to and including 10 hours	£4.25
Day (limit reduces by £4.25 when a meal is provided, not to be claimed when two meals are provided)		Over 10 hours, up to and including 12 hours	£9.30
Day (start prior to 7:30am) (limit reduces by £4.25 when a meal is provided, £9.30 when two meals are provided and not to be claimed when three meals are provided)		Over 10 hours, up to and including 15 hours	£13.55
24 hour (Daily Rate) (limit reduces by £4.25 where lunch is provided and £13.55 if evening meal is provided)		24 hours	£21.00
24 hour – Staying with friends and relatives (non- commercial accommodation)- receipts do not need to be provided		24 hours	£21.00 Flat rate
Overnight Accommodation (Hotel accommodation) +	London	£115.00	+ The overnight accommodation rates include VAT
	Major UK cities *	£86.40	* UK cities eligible for the Major UK Cities overnight rate are Aberdeen, Belfast, Birmingham, Bristol, Cardiff, Chester, Coventry, Edinburgh, Glasgow, Harlow, Leeds, Liverpool, Manchester, Middlesbrough, Newcastle, Oxford, Portsmouth, Reading, Sheffield and York
	Elsewhere	£70.00	
<b>Mileage rates</b>	<b>First 10,000 miles (pence per mile)</b>		<b>Additional miles (pence per mile)</b>
Standard Rate	45		25
Public Transport Rate	25		25
Motorcycle	24		24

## SCHEDULE 4

### PART A

#### Information Security

1. As a public body funded by The Ministry of Justice, LAA is also required to comply with the Government's mandatory minimum measures to protect Personal Data, where they are relevant to its business needs. These mandatory minimum measures are set out in the HMG Security Policy Framework document dated May 2018 at: <https://www.gov.uk/government/publications/security-policy-framework>.
2. These requirements may change in the future as government policies change to accommodate lessons and new developments. The Peer Reviewer must work cooperatively with LAA to ensure that any new obligations are complied with.
  - (a) The LAA has an Information Charter, which outlines how the LAA processes Personal Data, how it is protected, our obligations in relation to their data and their rights in relation to their Personal Data. The Charter is available on the LAA website at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/712008/LAA\\_Information\\_Charter.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/712008/LAA_Information_Charter.pdf)
  - (b) The LAA requires the Peer Reviewer to have secure organisational and technical measures in place to protect Personal Data from unauthorised or unlawful processing and against accidental loss, destruction or damage and to maintain the confidentiality, integrity and availability of information.

#### Organisational and Technical Measures

1. As a minimum, the Peer Reviewer's information security management system should comprise of the following Organisational and Technical Measures:
  - (a) When implementing technical and organisational measures, the Peer Reviewer will have regard to:
    - (i) the sensitive nature of the Personal Data and the substantial harm which would result from unauthorised or unlawful Processing or accidental loss or destruction of or damage to such Personal Data or copies thereof;
    - (ii) the confidentiality, integrity and availability of your systems and the personal data processed within them; and
    - (iii) the state of technological development and the cost of implementing such measures;
  - (b) The Peer Reviewer should carry out an information risk assessment in relation to systems and organisational measures.
  - (c) The Peer Reviewer should have policies that cover:

- (i) Information Risk Management and Data Protection (available on gov.uk);
  - (ii) Information Security, with underlying IT security policy that includes restricting the use of removable media, an acceptable use policy, a password policy and the implementation of encryption where appropriate (available on gov.uk);
  - (iii) Reporting, managing and recovering from data loss events, including losses of Personal Data and IT security incidents. The policy is also to include reporting of incidents and escalation process to the Peer Review Team and LAA;
  - (iv) The ability to recover and restore access to personal data in the event of an incident, including disaster recovery plans; and
  - (v) Processes for regularly testing and assessing the effectiveness of these measures so that they remain appropriate and up to date.
- (d) The Peer Reviewer should:
- (i) Undertake adequate training to ensure an awareness of data protection obligations and information risk awareness;
  - (ii) Introduce mechanisms for controlling access to personal data and restrict access to this personal data, maintaining records of any staff or subcontractors access to the personal data (if appropriate), ensuring that access is restricted to the minimum personal data necessary or relevant to the job role or task that it is required for;
  - (iii) Provide a secure area for the physical storing personal data, including but not limited to, lockable cabinets and adequate controls limiting access to these areas;
  - (iv) Ensure that there are appropriate security measures in place to protect personal data while it is in transit; and
  - (v) Use IT systems (including hardware and software) that have adequate security protections including the use of security measures such as encryption, firewalls and password protected access.
- (e) When disposing or deleting records, the Peer Reviewer shall destroy paper records by incineration, pulping or shredding so that reconstruction is unlikely and dispose of electronic media through secure destruction, overwriting.
- (f) The Peer Reviewer shall ensure that all information security requirements are in place by Contract Start Date and the Peer Reviewer shall maintain such information security arrangements until this Contract is terminated or as advised by the LAA.

**PART B**

**Data Protection Particulars**

This Schedule 4 Part B sets out the data processing particulars.

The contact details of the Ministry of Justice's data protection officer are: Yinka Williams, Data Protection Officer, 3rd Floor Post Point 3.20, 10 South Colonnades, London, E14 4PU; [privacy@justice.gov.uk](mailto:privacy@justice.gov.uk)

The contact details of the Peer Reviewer's data protection officer are:.

The Peer Reviewer shall comply with any further written instructions from the LAA in connection with Processing of the Personal Data. Any such further instructions shall be incorporated into this Schedule 4 Part B.

<b>Description</b>	<b>Details</b>
Identity of the Data Controller and Processor	<p>The Parties acknowledge and agree that for the purpose of the Data Protection Legislation:</p> <ul style="list-style-type: none"> <li>• The Ministry of Justice is the Data Controller; and</li> <li>• The Peer Reviewer is the Processor, in accordance with clause 14.1 of this Contract.</li> </ul>
Permitted Purpose	<p>The Peer Reviewer shall process the Personal Data in order to ensure that it can effectively deliver the Contract Work in accordance with the requirements of this Contract.</p>
Duration of the Processing	<p>From the Contract Start Date until the Expiry Date (unless otherwise advised by the LAA).</p>
Nature of the Processing	<p>The nature of the processing means any operations including the collection, recording, review, organisation, structuring, storage, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, erasure, destruction of data (whether or not by automated means).</p>

<p>Type of Personal Data</p>	<ul style="list-style-type: none"> <li>• Name;</li> <li>• Workplace / home address;</li> <li>• Workplace / home phone number;</li> <li>• Workplace / personal email address;</li> <li>• Date of Birth;</li> <li>• Photocopy of ID documents / images;</li> <li>• NI number;</li> <li>• Personal financial details (income / expenditure);</li> <li>• Equalities monitoring information (age, disability, gender, sexual orientation, race, religion, belief, ethnicity);</li> <li>• Voice recordings from calls; • Criminal convictions;</li> <li>• Legal advice work.</li> </ul>
<p>Categories of Data Subject</p>	<ul style="list-style-type: none"> <li>• The Peer Reviewer's, the LAA's and the Provider's staff (including volunteers, agents, and temporary workers);</li> <li>• Users of the Provider's services including members of the public.</li> </ul>
<p>Plan for return and destruction of the Personal Data once the processing is complete</p>	<p>At the LAAs election, the Peer Reviewer shall either return or destroy the Personal Data upon the Expiry Date of this Contract (unless otherwise advised by the LAA).</p>



OFFICIAL

SIGNED by a duly authorised officer for  
and on behalf of  
THE LORD CHANCELLOR  
By

Signature:

SIGNED by the  
PEER REVIEWER

Signature:

Status: