

DATED

(1) THE LORD CHANCELLOR

AND

(2) [NAME OF PEER REVIEWER]

2027 PEER REVIEWER CONTRACT

THIS CONTRACT is made on

BETWEEN:

THE LORD CANCELLOR whose head office is situated at 102 Petty France, London, SW1H 9AJ (“we/us/our”);

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 led 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 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, as amended or superseded from time to time.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 New Starter Training and further 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 Providers and reporting on findings to the LAA.
- D** On [insert date] we published the Application Guide. 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;

“Annual Review” means a review of your performance in accordance with paragraphs 3.45 and 3.46 of Schedule 1 of this Contract;

“Annual Review Meeting” means the meeting between you and a member of the LAA Peer Review Team during which the Annual Review takes place in accordance with paragraph 3.45 of Schedule 1 of this Contract;

“Application Documents” means any documents 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);

“Application Guide” means those documents issued by us providing information regarding the application process and appointment of Peer Reviewers;

“Attendance Fee” means the monies payable for the Contract Work and Mandatory New Starter Training you actually and properly incur at the rates set out at Schedule 2;

“Attendance Fee and Expenses Claim Form” means the claim form, as amended from time to time by us, such amendments being notified to you and provided to the you 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;

“Auditor General” means an officer of the House of Commons who exercises its functions in accordance with the Budget Responsibility and National Audit Act 2011;

“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;

“CEDR” means the Centre for Effective Dispute Resolution;

“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;

“Comptroller” means an officer of the House of Commons who exercises its functions in accordance with the Budget Responsibility and National Audit Act 2011;

“Confidential Information” has the meaning given to it in clause 10 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 us and provided to you from time to time;

“Contract Data” means the data shared between you and us for the purposes of managing the Contract and issuing payment to you;

“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” means the date this Contract is executed;

“Contract Work” means the work required to be provided by you, as the Peer Reviewer or Senior Peer Reviewer, in accordance with the requirements of this Contract and that work which is described and specified under paragraph 3 of Schedule 1. 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;

“Cyber Essentials Basic Certificate” means the certificate awarded on the basis of the self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;

“Cyber Essentials Certificate” means the Cyber Essentials Basic Certificate to be provided by you where required as set out in this Contract;

“Cyber Essentials Scheme” means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <https://www.cyberessentials.ncsc.gov.uk/>;

“Data Controller” has the meaning given to it in the Data Protection Act 2018 and the Relevant General Data Protection Regulations;

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

“Data Protection Impact Assessment” means as specified in the Data Protection Act 2018 and Relevant General Data Protection Regulations;

“Data Protection Legislation” means the Data Protection Act 2018, Relevant General Data Protection Regulations, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and 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, and including where applicable the guidance and codes of practice issued by the UK’s Information Commissioner’s Office and any generally accepted code of good practice;

“Data Protection Officer” has the meaning given to it in the Data Protection Act 2018 and Relevant General Data Protection Regulations;

“Data Security Guidance” means our published guidance regarding compliance with the Data Security Requirements (which can be located on our website) as may be amended by us provided that had the Data Security Guidance been a Contract Document such amendments would not have been prohibited by clause 6;

“Data Security Requirements” means our data security requirements (which can be located on our website) as may be amended by us provided that had the Data Security Requirements been a Contract Document such amendments would not have been prohibited by clause 6;

“Data Subject” has the meaning given to it in the Data Protection Act 2018 and Relevant General Data Protection Regulations as the context requires;

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

“Development and Project Work” means the work described and specified as such in paragraphs 3.36 to 3.39 of Schedule 1;

“Director” means the Director of Legal Aid Casework designated under section 4 of the Act;

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

“**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 you are either a sole principal, an employee, a director or a partner in a Provider at the Contract Start Date and throughout the Contract Period;

“**Essential Requirements**” means the requirements set out in paragraph 2 of Schedule 1;

“**Expenses**” means the rates set out in the Ministry of Justice Travel and Subsistence Policy at Schedule 2;

“**Expiry Date**” means **28th February 2037**;

“**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;

“**Independent Controller**” means a party which is Data Controller of the same Personal Data as the other party and there is no element of joint control with regards to that Personal Data;

“**Independent Expert Panel**” means the panel of experts commissioned by us to oversee the Independent Peer Review Process, provide training and support to Peer Reviewers, and work with us and other stakeholders to improve and develop the Peer Review model as and when required.

“**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 us from time to time;

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

“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;

“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 you 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;

“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;

“Mandatory New Starter Training” means the training set out in paragraph 2.3.4 of Schedule 1;

“Mid-Year Review” means a review of the your performance in accordance with paragraph 3.47 of Schedule 1 of this Contract;

“Ministry of Justice Travel and Subsistence Policy” means the Ministry of Justice’s policy governing the reimbursement of reasonable costs necessarily incurred in the course of business travel and subsistence, as amended from time to time;

“Mock Peer Review” means a Peer Review exercise undertaken for training purposes, which follows the Peer Review methodology but is not a live Peer Review and has no operational effect.

“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 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 the Procurement Legislation and “Other Contracting Body” shall be construed accordingly;

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

“Peer Review Data” means the information contained in the case files sent to you and the reports you produce when undertaking Contract Work;

“Peer Review Manager” someone within the LAA Peer Review Team appointed by us 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 Peer Reviewer Panel carries out Contract Work under this Contract;

“Peer Reviewer Delivery Report” means the report maintained by the LAA Peer Review Team in accordance with paragraph 3.44 of Schedule 1 of this Contract;

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

“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 Relevant General Data Protection Regulations;

“Personal Data Breach” has the meaning given to it in the Data Protection Act 2018 and the Relevant General Data Protection Regulations as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data Processed pursuant to the Contract;

“Processing” has the meaning given to it in the Data Protection Act 2018 and the Relevant General Data Protection Regulations, and **“Process”** and **“Processed”** shall be interpreted accordingly;

“Processor” has the meaning given to it in the Data Protection Act 2018 and Relevant General Data Protection Regulations;

“Procurement Legislation” means the Procurement Act 2023 (as applicable) or any secondary legislation made under it;

“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 technical and organisational measures which must take account of:

- (a) the nature of the data to be protected;
- (b) harm that might result from Data Loss Event;
- (c) state of technological development;
- (d) the cost of implementing any measures;
- (e) the Data Security Requirements;

including 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, including those outlined in Schedule 3;

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

“Rectification Plan” means the plan required to rectify any failure to meet the Service Levels set out in paragraph 3.42 of Schedule 1. It must set out the steps you propose to take to rectify the failure and to prevent it from recurring, including timescales for such steps and for the rectification of the failure;

“Relevant General Data Protection Regulations” means the retained EU law 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;

“Relevant Professional Body” 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 when you carry out Contract Work at your home (your private residence) or workplace (your Provider’s office);

“Request for Information” has the meaning set out in FOIA or EIR as relevant;

“Senior Peer Reviewer” means the individuals designated as such under this Contract who have the role and responsibilities set out in paragraphs 3.34 and 3.35 of Schedule 1;

“Service Commencement Date” means the date on which you commence providing Contract Work in accordance with the provisions of this Contract;

“Service Levels” means as set out in paragraphs 3.40 to 3.43 of Schedule 1;

“Specialist Category” means the area(s) of law set out in Schedule 1 (as amended from time to time by us on notice to you in respect of which you may be required to carry out Contract Work and in respect of which you are experienced (both in carrying out your 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 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;

“Update Request” means a written request sent by the LAA Peer Review Team to you which requires you to provide the up-to-date position at the time you receive the form of (by way of example, but not limited to) your contact details, employment, type and mix of work constituting their workload, judicial appointments, higher rights of audience, Peer Reviewer 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 inserted for convenience only and do not affect its interpretation.
- 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 Words denoting the masculine, the feminine or the neuter include the masculine, the feminine and the neuter. Words denoting the singular include the plural and vice versa.
- 1.5 Reference 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 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 you to us will be that of independent contractor and nothing in this Contract shall render you an employee, worker, agent or partner of the LAA and you shall not hold yourself out as such.
- 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 your

professional obligations, the parties agree to work together in mutual trust and co-operation to achieve this aim.

- 2.5 In performing your obligations under the Contract, you shall, to our reasonable satisfaction, meet, in all material respects, the requirements of all applicable laws regarding the environment and comply with your obligations under any current environmental policy which we must provide, and make yourself aware of such policy.
- 2.6 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.
- 3.2 The Service Commencement Date will be the date when we confirm in writing that you meet all the Essential Requirements and are permitted to begin Contract Work. This date will be no earlier than 1 March 2027.
- 3.3 You may not undertake Contract Work prior to the Service Commencement Date.

4 ASSIGNMENT AND NOVATION

- 4.1 The Contract is personal to you. You must not give, bargain, sell, assign, transfer, mortgage, charge, declare a trust over or otherwise dispose of the benefit of any of your rights, or sub-contract, novate or otherwise delegate any of your obligations or deal in any other manner with your rights and obligations, under this Contract without our written consent. Any breach of this clause 4.1 shall entitle us to terminate this Contract immediately.
- 4.2 We may:
- (a) assign, novate or otherwise dispose of any or all of our 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 us.

5 YOUR OBLIGATIONS, COMPLIANCE AND RECORD KEEPING

- 5.1 We will lead the delivery and supervision of Contract Work via the LAA Peer Review Team. You must comply with the Contract Documents and you shall carry out the Contract Work (including where you have been confirmed as a Senior Peer Reviewer) in accordance with this Contract.
- 5.2 It is a condition of this Contract that all Contract Work which we require carrying out under it shall be performed by the Peer Reviewer named in Schedule 1.

- 5.3 Where you are designated as a Senior Peer Reviewer this will be recorded in Schedule 1.
- 5.4 You shall at all times perform the Contract Work in a timely manner and ensure that all of your 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.
- 5.5 You shall, in accordance with your obligations under the Code of Conduct for Solicitors, or any similar Code of Conduct applying to you, report any ethical issues BOTH to us and to the Independent Expert Panel, for consideration of the necessity to report such issues to the appropriate regulatory, professional authority.
- 5.6 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.
- 5.7 You must maintain true, accurate and complete records of all activities you undertake in connection with this Contract.
- 5.8 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.
- 5.9 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 AMENDMENTS TO THE CONTRACT DOCUMENTS

- 6.1 Nothing in this clause 6 gives us the right to amend the Contract to the extent that the Procurement Legislation 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 18. The remaining provisions of this clause 6 shall be limited by this clause 6.1.
- 6.2 If during the term of this Contract the parties agree that the scope of Contract Work should be changed or we would like you 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.

6.3 We may amend the Contract to reflect the Lord Chancellor's legislative changes as set out at clause 6.4.

6.4 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.

6.5 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 any relevant court or tribunal; or (c) to comply with the requirements of any regulatory body or tax or similar authority.

6.6 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.

6.7 Amendments under clauses 6.4, 6.5 and 6.6 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.

6.8 Except where express provision is made within this Contract for amendments to be made by us alone and, subject to clause 6.9, this Contract may be amended or varied with the agreement of both parties. Any such amendment or variation must be in writing, signed by both parties, expressed to be part of this Contract and refer to this clause 6.8.

6.9 Where we need to implement changes in policy which necessitate consequent amendments to your obligations under this Contract (other than to those terms for which express provision has already been made for amendments to be made by us alone) we shall give you not less than one (1) month's written notice before those amendments shall be incorporated into and come into force in the Contract.

7 WARRANTIES AND INDEMNITY

7.1 When you applied for this Contract you provided information (responses to the Application Guide) 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 18.

7.2 You warrant that:

- (a) as at Contract Start Date you 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 7.2(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 7.2(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.

Indemnity

- 7.3 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.

8 VOLUME OF WORK

- 8.1 Whilst there is no guarantee of the volume of Contract Work which you may be required to carry out under this Contract, we will use our reasonable endeavours to estimate our requirements and inform you of these from time to time.
- 8.2 We will procure that, at all times, the Independent Expert Panel will give any clarification required to you in respect of the goals and standards required in the performance of the Contract Work.

9 PAYMENT

- 9.1 You 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 and/or Mandatory New Starter Training which you have carried out or attended and any related Attendance Fee and Expenses Claim which you have incurred in the preceding month in accordance with the Attendance Fee rates, and the Ministry of Justice Travel and Subsistence Policy as set out at Schedule 2. Payment for Peer Reviews is made monthly in arrears by submission of a Peer Review Attendance Fee and Expense Claim. You must send us 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.
- 9.2 No claim for payment may be submitted by you in respect of consideration of validation or representations until the completion of the Peer Review process.

- 9.3 Prior approval must be sought by you from the LAA Peer Review Team as soon as it becomes apparent that the Contract Work will exceed the hours detailed in Schedule 1. Failure to do so may lead to a reduction in the payment of the Attendance Fee and Expenses Claim.
- 9.4 Where you have failed to complete Contract Work which meets the Service Levels in Schedule 1 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, we shall be entitled to refuse to make payment (in whole or in part) in respect of such delayed Contract Work and you shall be deemed to have waived your right to payment for such Contract Work.
- 9.5 We shall pay you directly, 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 you in accordance with the fee rates, the Ministry of Justice Travel and Subsistence Policy, invoicing procedure and other requirements set out at Schedule 2.
- 9.6 We reserve the right to assess any Attendance Fee and Expenses Claims submitted by you and will make an assessment of what we consider 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.
- 9.7 Where a Peer Review assessment is conducted pursuant to clause 9.6 and we consider that the Attendance Fee and Expenses Claim should be reduced, we will notify you of the proposed revised Attendance Fee and Expenses Claim. You shall have twenty-one (21) days from this notice to make representations to the LAA Peer Review Team as to the Attendance Fee and Expenses claimed.
- 9.8 If the LAA Peer Review Team does not accept your representations received under clause 9.7 or if no representations are received, the revised Attendance Fee shall be payable within 30 days (or, if VAT is being claimed, after receipt of a revised VAT invoice) and you 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.

- 9.9 All representations under clauses 9.7 and 9.8 must be in writing only and, for the avoidance of doubt, there is no right to make representations in person.
- 9.10 If you do not agree with the result of any review undertaken by the Peer Review Manager under clause 9.8 you may invoke the dispute resolution procedure under clause 19 of this Contract.
- 9.11 Where any payments are in dispute, we 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). We 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.
- 9.12 For the avoidance of doubt, Attendance Fees and Expenses Claims will only be payable by us in respect of any Contract Work actually carried out and/or any Mandatory New Starter Training actually attended by you.
- 9.13 You acknowledge 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 you. Further you acknowledge that if HMRC decide that the Off-Payroll Rules apply, we shall pay the Attendance Fee and Expenses Claim after making such deductions as we are obliged to make under the Off-Payroll Rules from the date HMRC deem those provisions shall apply.
- 9.14 You shall at all times remain responsible for any and all liability or responsibility which we may have to HMRC whether during the term of this Contract or arising from its termination (other than deductions made pursuant to clause 9.13) and shall indemnify us 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. You shall further indemnify us against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by us 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 you against us arising out of or in connection with the provision of Contract Work.
- 9.15 We may at our option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to you in accordance with the requirements of this Contract.

10 CONFIDENTIALITY

- 10.1 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 us or on our behalf, directly or indirectly, to you 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.

10.2 Subject to clause 10.3, you shall not disclose to any third party any Confidential Information save as is necessary in order to carry out the Contract Work. You shall use Confidential Information solely for the purpose of undertaking Contract Work in accordance with this Contract.

10.3 For the purposes of this Contract, you shall not incur any obligation under clause 10.2 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, tribunal or other administrative body with such power or which is disclosed by us for the purposes of providing information to Parliament;
- (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.

- 10.4 The provisions of clauses 10.1 to 10.3 inclusive survive termination or expiration of this Contract indefinitely.
- 10.5 All documents, papers and property which may have been made or prepared by you, or come into your possession or control in the course of your 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.
- 10.6 You shall ensure that all Confidential Information in the possession, or under the control, of you are delivered up by you to us immediately upon the termination or expiration of the Contract (or at any earlier time as requested by us).
- 10.7 You shall not, without our prior written consent, make or retain any copy or copies of the documents referred to in clause 10.6.
- 10.8 The parties acknowledge that, except for any information which is declared by us to fall within one or more of the exceptions in clause 10.11, the content of this Contract is not Confidential Information. Notwithstanding any other term of this Contract, you hereby give consent for us to publish the Contract in its entirety (including name and contact address as you have notified to us) 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 EIR which shall be redacted as appropriate by us).
- 10.9 We may consult with you to inform our decision regarding any redactions to the Contract prior to any publication in accordance with clause 10.8 above, but we shall have the final decision in our absolute discretion. You shall assist and cooperate with us to enable us to publish this Contract.
- 10.10 Subject to and without prejudice to clause 10.3, 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.

10.11 Prior to publishing this Contract, we may, at our sole discretion, redact information from the Contract as we deem appropriate.

10.12 The presumption, under this Contract, is that information about you and which you provide 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 10.3, we will keep strictly confidential all such information to the extent it is of a confidential nature.

11 CONFLICTS OF INTEREST

11.1 You must not use your position as a Peer Reviewer, or information acquired in carrying out Contract Work, to further your private interests or those of others (including your employer or the Provider of which you are a director, a partner in or a member).

11.2 You acknowledge your duty to ensure that any potential or actual conflicts of interest in relation to the Contract Work are identified at an early stage and agree to report any such conflicts of interest to the member of the LAA Peer Review Team responsible for organising Contract Work immediately on becoming aware of them.

11.3 Guidance on your obligations in respect of conflicts of interest is included in the Independent Peer Review Process Document. Further guidance may be notified to you by the LAA Peer Review Team from time to time and is also available from the Independent Expert Panel where necessary.

11.4 Given the importance of the independence of the Independent Peer Review Process, process and practice, you shall not, except with our prior written consent, accept any consultancy, employment, directorship or other position which would in our reasonable opinion create a conflict of interest with the provision of Contract Work by you.

11.5 In the event that you become involved (directly or indirectly) in any actual, pending or threatened legal proceedings or claims against us (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 we shall be entitled to immediately suspend any Contract Work and/or suspend you as a Peer Reviewer or Senior Peer Reviewer.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 You hereby assign to us 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 you.

12.2 You unconditionally waive 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 you carry out.

12.3 You confirm that the waivers referred to in clause 12.2 operate in favour of the LAA, its agents, assigns and successors in title.

13 EQUALITY AND DIVERSITY

13.1 You must follow all applicable equality Law when performing your obligations under this Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender, reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which we reasonably impose related to equality Law.

13.2 You must use all reasonable endeavours, and inform us of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when performing your obligations under this Contract.

14 THE FREEDOM OF INFORMATION ACT

14.1 You acknowledge that we are subject to the requirements of FOIA and EIR and will assist and cooperate with us to enable us to comply with our disclosure obligations.

14.2 You will:

- (a) transfer to the LAA Peer Review Team all Requests for Information that you receive as soon as practicable and in any event within forty eight (48) hours of receiving a Request for Information;
- (b) provide the LAA Peer Review Team with a copy of all information in your possession, or within your 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 us to enable us to respond to the Request for Information within the timeframes required for compliance with the FOIA and/or EIR as applicable.

14.3 We will be responsible for determining at our 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.

14.4 In no event will you respond directly to a Request for Information unless expressly authorised to do so by us.

14.5 You acknowledge that (notwithstanding the provisions of this clause) we 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 you or the Contract Work:

- (a) in certain circumstances without consulting you; or
- (b) following consultation with you; and
- (c) provided always that where this clause applies we will ordinarily, in accordance with any recommendations of the Code, use reasonable endeavours, where appropriate, to give you advance notice, or failing that, to draw the disclosure to your attention after any such disclosure. However, the extent, content and format of the disclosure is our decision in our absolute discretion.

15 DATA PROTECTION AND SECURITY

- 15.1 You must not remove any ownership or security notices in or relating to the Peer Review Data and/or Contract Data.
- 15.2 Unless you carry out Contract Work exclusively through the IT System of a Provider where you are Engaged, you must ensure that any of your or Sub-processor systems holding any Peer Review Data or Contract Data, including back-up data, is a secure system that complies with the LAA's Data Security Requirements and Data Security Guidance or as otherwise provided in writing by us (where any such requirements have been provided).
- 15.3 You must not store, copy, disclose, or use the Peer Review Data and/or the Contract Data except as necessary for the performance by you of your obligations under this Contract or as otherwise expressly authorised in writing by us, other than Contract Data which is Personal Data in respect of which you are a Data Controller, or where you have rights to hold the Peer Review Data and/or Contract Data independently of the Contract.
- 15.4 If at any time you suspect or have reason to believe that the Peer Review Data or Contract Data is corrupted, lost or sufficiently degraded, the you must immediately notify us and suggest remedial action.
- 15.5 If the Peer Review Data or Contract Data is any of (i) corrupted, (ii) lost, (iii) sufficiently degraded, in each case as a result of your default, so as to be unusable we may either or both:
- (a) tell you (at your expense) to restore or get restored Peer Review Data and/or Contract Data as soon as practical but no later than 5 Working Days from the date that we receive notice, or you find out about the issue, whichever is earlier; and/or
 - (b) restore the Peer Review Data and/or Contract Data ourselves or using a third party and shall be repaid by you any reasonable expenses incurred in doing so.
- 15.6 You:
- (a) must, subject to the LAA's Data Security Requirements and Data Security Guidance (if any), provide us with all Peer Review Data and/or Contract Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;

- (b) must have documented processes to guarantee prompt availability of Peer Review Data and Contract Data if you stop trading;
- (c) must, subject to the Data Security Requirements and Data Security Guidance (if any), securely erase (using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted) all Peer Review Data and Contract Data and any copies you hold when asked to do so by us unless required by Law to retain it, other than in relation to Peer Review Data and/or Contract Data in respect of which you are a Data Controller or which you have rights to hold the Peer Review Data and/or Contract Data independently of this Contract; and
- (d) indemnify us against any and all losses incurred if you breach clause 15 or any Data Protection Legislation.

15.7 The parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the Data Protection Act 2018. The parties may act as following:

- (a) with regard to Peer Review Data, and Personal Data contained within it, we will act as Data Controller and you will act as Processor;
- (b) with regard to Contract Data, and Personal Data contained within it, we and you will act as Independent Controllers; and
- (c) no joint controller relationship shall arise from this Contract.

15.8 Where one party is Data Controller and the other party is Processor

- (a) where you are a Processor, the only Processing that the Processor is authorised to do is listed in Schedule 3 by the Data Controller and may not be determined by the Processor. The term “Processing” and any associated terms are to be read in accordance with Article 4 of the Relevant General Data Protection Regulations (as applicable) and the Data Protection Act 2018.
- (b) The Processor must notify the Data Controller immediately if it thinks the Data Controller’s instructions breach the Data Protection Legislation.
- (c) The Processor must give all reasonable assistance to the Data Controller in the preparation of any Data Protection Impact Assessment before starting any Processing, which may include, at the discretion of the Data Controller:
 - (i) a systematic description of the expected processing and its purpose;
 - (ii) the necessity and proportionality of the Processing operations;
 - (iii) the risks to the rights and freedoms of Data Subjects; and
 - (iv) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data and assurance that

those measures comply with any Data Security Requirements and Data Security Guidance.

- (d) The Processor must, in relation to any Personal Data Processed under this Contract:
 - (i) Process that Personal Data only in accordance with this clause 15 and Schedule 3, unless the Processor is required to do otherwise by Law. If lawful to notify the Data Controller, the Processor must promptly notify the Data Controller if the Processor is otherwise required to process Personal Data by Law before Processing it.
 - (ii) put in place appropriate Protective Measures to protect against a Data Loss Event.
 - (iii) ensure that they do not transfer any Personal Data outside of the UK, Isle of Man, Jersey, Guernsey or Gibraltar.
- (e) The Processor must at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- (f) The Processor must notify the Data Controller immediately if it:
 - (i) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
 - (v) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - (vi) becomes aware of a Data Loss Event.
- (g) Any requirement to notify under clause 15.8(f) includes the provision of further information to the Data Controller in stages as details become available.
- (h) The Processor must promptly provide the Data Controller with full assistance in relation to any party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 15.8(f). This includes giving the Data Controller:
 - (i) full details and copies of the complaint, communication or request;

- (ii) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (iii) any Personal Data it holds in relation to a Data Subject on request;
 - (iv) assistance that it requests following any Data Loss Event; and
 - (v) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- (i) The parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (j) Unless you conduct all Contract Work exclusively via the IT system of the Provider where you are Engaged, before allowing any Sub-processor to Process any Personal Data, the Processor must:
- (i) notify the Data Controller in writing of the intended Sub-processor and Processing;
 - (ii) obtain the written consent of the Data Controller;
 - (iii) enter into a written contract with the Sub-processor so that this clause 15 applies to the Sub-processor; and
 - (iv) provide the Data Controller with any information about the Sub-processor that the Data Controller reasonably requires.
- (k) The Processor remains fully liable for all acts or omissions of any Sub-processor.
- (l) The parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

15.9 Independent Controllers of Personal Data

In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Schedule 3 shall apply to this Contract.

15.10 You must at all times for the duration of this Contract comply with the Data Security Requirements and have regard to the Data Security Guidance and any guidance issued by the Information Commissioner's Office.

16 THINGS YOU MUST NOTIFY TO US

16.1 You 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 your 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.

- 16.2 You must notify the LAA Peer Review Team immediately if there is an intervention with which you are involved or associated by any Relevant Professional Body (or by any other organisation that may lawfully do so).
- 16.3 You must notify the LAA Peer Review Team immediately if:
- (a) any proceedings for the recovery of debt are commenced against you and you do not intend to enter a defence to and/or pay the full amount claimed;
 - (b) you become aware that you have been registered on the General Council of the Bar's "Withdrawal of Credit Scheme";
 - (c) you have any conditions imposed on your practising certificate;
 - (d) you intend to make any compromise with your creditors, or to seek a voluntary arrangement under insolvency, or other legislation, or has done so;
 - (e) you are affected by any insolvency proceedings;
 - (f) a receiver or liquidator is appointed in respect of your business; or
 - (g) you become aware that any of the events in this clause 16.3 are imminent.
- 16.4 You must notify the LAA Peer Review Team immediately if you become aware of (and provide details) of any professional disciplinary proceedings brought by your Relevant Professional Body concerning you and must notify the LAA Peer Review Team of the outcome of them.
- 16.5 You must notify the LAA Peer Review Team as soon as reasonably practicable if you are charged with an offence punishable by imprisonment or are convicted of such an offence.
- 16.6 You must notify the LAA Peer Review Team immediately (and provide details) if you become aware of any event which would entitle us to terminate this Contract.
- 16.7 If you have any reasonable doubt as to whether a particular event is covered by this clause 16, you must notify the LAA Peer Review Team of the event in question before or within fourteen (14) days of the event occurring.
- 16.8 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.
- 16.9 Without prejudice to any other obligations in this Contract you must immediately notify us of any event which changes your response to the Application Guide as part of your application to become a Peer Reviewer.

17 GIFTS, HOSPITALITY AND ANTI-CORRUPTION

17.1 You must:

- (a) comply with Bribery Legislation;
- (b) not commit a Prohibited Act; and
- (c) not try to bribe any of our personnel, or any person who may perform services for, or who is associated (in any way) with, us.

17.2 You must not use your 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.

17.3 You 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 you under an obligation.

17.4 You must report to the LAA Peer Review Team if you become aware of, or have reason to believe, that there exists any breach or alleged breach of any Bribery Legislation relating to this Contract and cooperate with us and/or any regulator and/or prosecutor in any investigation relating to the same. Any breach by you of this clause 17.4 shall be deemed to be a material breach.

17.5 You must take all reasonable steps, in accordance with the Bribery Legislation to prevent you from committing a Prohibited Act (including without limitation, complying with and enforcing any anti-bribery policies and procedures you have in place as appropriate).

18 TERMINATION AND SUSPENSION

18.1 You may, at any time, by giving not less than three (3) months' written notice to us, terminate this Contract.

18.2 We may, at any time, by giving not less than one (1) month's written notice to you terminate this Contract (on the date specified in the notice).

18.3 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.

18.4 Without limiting clause 18.2, 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 7 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 16.8; or
 - (i) you fail to provide details of steps being taken and mitigating factors pursuant to clause 16.8 which in our reasonable opinion are acceptable.
- 18.5 Subject to clause 18.6, we may immediately terminate this Contract if you, or any organisation that you are 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.
- 18.6 Where clause 18.5 applies, we shall only exercise the right of termination where, acting reasonably, we consider that you were responsible, in whole or in part, for the circumstances leading to the termination.
- 18.7 We may immediately terminate this Contract:
- (a) if your financial situation is such that we consider, at our sole discretion, that we or your Clients are at risk of financial loss or other material prejudice;
 - (b) if you have a statutory demand or bankruptcy petition issued against you;
 - (c) if you apply to the courts for an interim order under the Insolvency Act 1986;
 - (d) if you make a proposal for an individual voluntary arrangement under that legislation;
 - (e) if you become the subject of professional disciplinary proceedings, criminal proceedings; or

- (f) if your actions or otherwise are in breach of your confidentiality obligations at clause 10, your conflict of interest obligations at clause 11, your data protection obligations at clause 15 or your obligations in respect of gifts and hospitality as set out at clause 17.
- 18.8 We may immediately terminate this Contract where your circumstances change so you 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.
- 18.9 We may immediately terminate this Contract where your employment circumstances change such that they give rise to reasonable concerns to us as to your ability to carry out Contract Work with the necessary independence and objectivity required by us.
- 18.10 We may immediately terminate this Contract where you have been requested to provide samples of your own case work, for assessment under the Independent Peer Review Process, but have failed to do so within the (reasonable) time period stipulated by us.
- 18.11 We may immediately terminate this Contract where your own case work is found not to meet the "Competence Plus" (2) or "Excellence" (1) standard, by the method set out in Schedule 1.
- 18.12 Where either we or you exercise a right of termination under clause 18, notwithstanding such termination, at our sole option, you 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 you carried out prior to the date on which the Contract terminated, subject to direction to do so by us.
- 18.13 Where directed to do so by us, you shall carry out and we 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 you 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 18.
- 18.14 Unless we direct otherwise, you shall be immediately and automatically suspended from the Peer Reviewer Panel and this will mean that you will not be offered any Contract Work for the period of any such suspension:
- (a) where you fail to attend the Mandatory New Starter Training (where applicable), compulsory consistency update training or where training or developmental needs have been identified; or
 - (b) in other circumstances where you are not meeting your obligations set out in this Contract but have demonstrated to our satisfaction that the circumstances giving rise to the breach are reasonable and that such non-compliance will have effect for a short period only;
 - (c) where you are deemed to be in a conflict-of-interest position pursuant to clause 11.5;

- (d) where issues identified through validation indicate that the ratings awarded by you may be inaccurate or require further review;
- (e) where you are temporarily unable to complete the expected number of reviews; or
- (f) where temporary suspension is appropriate under stage 4, as set out in paragraph 3.42 of Schedule 1, following a Service Level failure.

The suspension will be lifted when we are satisfied that the circumstances that gave rise to it no longer apply.

18.15 Without limiting clause 18.2, 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 the Procurement Legislation; or
- (b) where the Contract has been substantially amended to the extent restricted under Procurement Legislation (as applicable).

18.16 Subject to clauses 18.12 and 18.13, 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 us; and
- (c) you must immediately stop holding yourself out as able to perform Contract Work (unless we have directed that you continue to carry out Contract Work).

18.17 Where we are entitled to terminate this Contract we may, at our sole discretion, terminate any part of it or suspend the Contract or any part of it for such time as is considered reasonable. By doing so we are not waiving our 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 in part to the extent that that part of the Contract remaining after such termination would constitute a new award of a contract for the purposes of the Procurement Legislation (as applicable). We will set out the effects of any suspension (which will be less serious than termination) in the notice to you.

18.18 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.

19 DISPUTE RESOLUTION

19.1 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.

- 19.2 We and you shall attempt in good faith to negotiate a settlement to any dispute or claim between us arising out of or in connection with the Contract.
- 19.3 If the dispute or claim cannot be resolved by the parties within sixty (60) Working Days of the dispute being raised, either we or you may request that the dispute be referred to mediation by giving notice in writing to the other requesting mediation.
- 19.4 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 us 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).
- 19.5 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.
- 19.6 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).
- 19.7 The mediation will take place as soon as reasonably practicable following a referral to CEDR.
- 19.8 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.
- 19.9 The performance of obligations under the Contract shall not cease or be delayed during the course of any mediation.
- 19.10 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.
- 19.11 Each party will bear its own costs and expenses of its participation in the mediation.

20 NOTICES

- 20.1 Any notice to be given under this Contract (including the delivery of any invoice) must be in writing.
- 20.2 Notices may be served by hand, may be addressed to the LAA Peer Review Team or you (as appropriate and set out below in the schedule) and sent by first class pre-paid post, recorded delivery, registered post, DX or email (or to such other address, number or email address as may be notified in writing by one party to the other).
- 20.3 Unless otherwise notified in writing, notices shall be served on the parties (as appropriate) as follows:
- (a) The address and contact details for us are:

- (i) LAA Peer Review Team, Legal Aid Agency, 13th 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 you are:
- (iv) [address]
 - (v) DX: [XXX]
 - (vi) [email address].

20.4 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 will be deemed served at the time of transmission. Provided that such notice is given in accordance with clause 20.3 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.

20.5 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.

21 GENERAL

21.1 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.

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

21.3 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.

21.4 This Contract constitutes the entire agreement made between the parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the parties in relation to its subject matter, whether written or oral.

- 21.5 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.
- 21.6 Nothing in clause 21.4 shall exclude any liability in respect of misrepresentations made fraudulently.
- 21.7 Nothing in this Contract creates, implies or evidences any partnership or joint venture or employer-employee relationship between us and you or the relationship between them of principal and agent.
- 21.8 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.
- 21.9 Subject to clauses 9 and 19, 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.
- 21.10 Neither of the parties to this Contract is responsible to the other for any delay in performance, or for any non-performance, of its obligations and duties under this Contract 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;
 - (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.
- 21.11 If any cause within clause 21.10 occurs the affected party must immediately:
- (a) inform the other party in writing of such cause and of what obligation or duty it has delayed or 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, unless the affected party takes such steps, this clause must not have the effect of absolving it from its obligations under this Contract.
- 21.12 If the circumstances described in clause 21.11 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).

21.13 Any notice under clause 21.12 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 21.12.

21.14 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.

DRAFT

SCHEDULE 1
SPECIFICATION

1. PEER REVIEWER DETAILS

NAME	
SPECIALIST CATEGORY	
SENIOR PEER REVIEWER STATUS	

2. ESSENTIAL REQUIREMENTS

- 2.1 In order to be authorised to undertake Contract Work you must meet the Essential Requirements set out in paragraph 2.3 below. Failure to meet any Essential Requirements may lead to the termination or suspension of this Contract in accordance with clause 18.
- 2.2 You must inform the LAA Peer Review Team immediately if, at any point during the Contract Period, you no longer meet the Essential Requirements set out in paragraph 2.3.
- 2.3 The Essential Requirements under this Contract are the following:

2.3.1 Requirement to be a Supervisor in the Specialist Category

At the Contract Start Date and at all times during the Contract Period, you must be a Supervisor who meets the Supervisor Standards in the Specialist Category of law for which you applied to be a Peer Reviewer.

2.3.2 Requirement to be Engaged by a Provider

At any given time during the Contract Period, in addition to meeting the Supervisor Standard, you must be Engaged by a Provider.

2.3.3 Peer Review of your own case work*Requirement*

- 2.3.3.1 The standard of your own case work undertaken on behalf of a Provider under a relevant Standard Crime Contract and/or Standard Civil Contract with the LAA will be peer reviewed.

2.3.3.2 At the Contract Start Date and at any point during the Contract Period, your own casework when peer reviewed must achieve a score of “Excellence” (1) or “Competence Plus” (2) in order to meet this Essential Requirement and continue providing Contract Work under this Contract. Failure to achieve this score may lead to immediate termination of your Contract under clause 18.11.

Process

2.3.3.3 The peer review of your own case work will be undertaken:

- (a) every 3 years; and
- (b) whenever the Provider for which you carry out work receives a “Competence” (3), “Below Competence”, (4) or “Failure in Performance” (5) Peer Review rating.

2.3.3.4 Where such an assessment is scheduled we shall retrieve from our records a list of case files of the Provider for which you carry 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.

2.3.3.5 You shall be required to identify those cases which represent your 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.

2.3.3.6 We shall select a random sample of fifteen (15) files for review from the list of your case files and will arrange for a peer review to be conducted.

2.3.3.7 Where you are unable to identify fifteen (15) files as set out in paragraph 2.3.3.6, you shall be entitled to identify files on which you have undertaken an active Supervisor role, and these may be included in the assessment provided always that the majority of the sample includes your own files.

2.3.4 Mandatory New Starter Training

Where you have not held a contract for the provision of Peer Reviewer services for the entirety of a period of three calendar years immediately preceding the Contract Start Date, you must attend the Mandatory New Starter Training and complete a maximum of two (2) Mock Peer Reviews to our satisfaction prior to the Service Commencement Date and you commit to doing so on the Contract Start Date. We will not authorise you to commence Contract Work until the Mandatory New Starter Training and Mock Peer Reviews have been completed. For the avoidance of doubt, the Mandatory New Starter Training does not itself constitute Contract Work but payment for it will be incurred in accordance with Schedule 2 and this Contract, as if it did constitute training that falls under Contract Work.

2.3.5 Cyber Essentials

From the Service Commencement Date and thereafter throughout the term of the Contract Period you shall have, maintain and demonstrate upon request either of the two:

- (a) a valid and current Cyber Essentials Certificate or an equivalent certification as may be agreed with us that you hold on your own right. You shall provide a copy of your Cyber Essentials Certificate or equivalent certification to the LAA at least four (4) weeks prior to any applicable Audit. You shall deliver to us evidence of renewal of the Cyber Essentials Certificate or the equivalent certification on each anniversary of the first applicable certificate obtained by you; or
- (b) that you are Engaged by a Provider that holds a Cyber Essentials Certificate or an equivalent certification as may be agreed with us and you commit that you will carry out all Contract Work exclusively through the Provider's IT in line with relevant processes.

2.4 If at any point during the Contract Period, you stop meeting the Essential Requirements under paragraphs 2.3.1 and/or 2.3.2 above and provided you are a Senior Peer Reviewer, we may, at our sole discretion, allow you to continue to undertake Contract Work for a period of up to twelve (12) months. In making this decision, we will take into account your past performance and the reasons why the Essential Requirement in question is not met.

3. CONTRACT WORK

Scope

- 3.1 You will carry out Peer Reviews by assessing and rating the quality of each sample of Closed Files of Providers supplied for the purpose of the Independent Peer Review Process in accordance with the relevant criteria of Independent Peer Review Process.
- 3.2 You will write 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 Independent Expert Panel, or any specific instructions or advice from the Independent Expert Panel within the timescales set out in this Contract (or any amended timescales notified to the Peer Reviewer).
- 3.3 You will consider, at a meeting arranged for this purpose, any representations received from Providers and answer such representations in accordance with the guidance on Peer Review reports and representations in the Independent Peer Review Process Document and any variations to that guidance communicated through update training by or with the Independent Expert Panel, or any specific instructions or advice from the Independent Expert Panel etc. within the timescales set out in this Contract (or any amended timescales notified to the Peer Reviewer).
- 3.4 You will attend Peer Review meetings scheduled by the LAA Peer Review Team.

- 3.5 You will prepare for and attend any hearing or tribunal to deal with issues relating to Peer Review as required by LAA.
- 3.6 You will prepare for attendance at and attend (as required) appeal committee meetings. You will draft any statement in support of a Peer Review carried out by you.

Your obligations

- 3.7 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 you by the LAA Peer Review Team from time to time. You shall comply with such reasonable instructions as may be notified to you from time to time by us and comply with your obligations under this Contract in accordance with any LAA policies and with any applicable law or codes of practice.
- 3.8 You must, 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 us by providing objective, unbiased opinions on matters within your expertise.
- 3.9 You shall immediately notify us of any significant concerns regarding any aspects of a Provider's files or documentation that warrant wider investigation.
- 3.10 You shall comply with our request at any time to provide a sample of your own Closed Files for assessment under the Independent Peer Review Process.
- 3.11 You shall keep up to date at all times with the law that applies in England and Wales in the Specialist Category.
- 3.12 In addition to the Mandatory New Starter Training under paragraph 2.3.4 above, you must attend compulsory training (such as consistency update training by the LAA Peer Review Team and the Independent Expert Panel, additional ad hoc training sessions, including assessment and feedback sessions). If you fail to meet this requirement, you may be immediately suspended from the Peer Reviewer Panel in accordance with clause 18.14, unless we, at our sole and absolute discretion, direct otherwise.
- 3.13 You must review any materials relating to equality and diversity provided by the LAA Peer Review Team and attend training on equality and diversity issues scheduled by the LAA Peer Review Team.
- 3.14 You must carry out all Contract Work in assessing Closed Files and writing reports in accordance with the training received from the Independent Expert Panel and in accordance with agreed standards developed with the Independent Expert Panel during training sessions, or as a result of specific monitoring and advice on Peer Review reports.
- 3.15 You must accept and process all allocation of files in relation to Peer Reviews including all relevant documents (whether paper or electronic/digital).

- 3.16 You may deliver Contract Work by Remote Working.
- 3.17 You 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 9.3.
- 3.18 You must notify the member of the LAA Peer Review Team as soon as reasonably practicable before a change to your contact details, employment or type or mix of work constituting your workload occurs or, if this is not reasonably possible, immediately on that change occurring.
- 3.19 You must, in addition to your obligations under clause 3.18, complete fully and accurately and return to the LAA Peer Review Team any Update Request you receive from the LAA Peer Review Team from time to time by the date referred to in such Update Request.

Volume of Contract Work and timescales

- 3.20 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 you is for:
- (a) a minimum of twenty-four (24) days' Contract Work (including assessment and reports) per year, subject to paragraph 3.21 below; and
 - (b) you may be required to carry out more than the estimated twenty-four (24) days' Contract Work during each year (particularly if you are also a Senior Peer Reviewer).

For the purposes of this paragraph, "year" means any twelve (12) month period beginning on the Service Commencement Date (or any anniversary of the Service Commencement Date).

- 3.21 Where you did not hold a contract to deliver Peer Review contract work under the contract immediately preceding this Contract, you must undertake at least six (6) Peer Reviews in the first six (6) month period following the Service Commencement Date unless, the number of Peer Reviews offered by us to you is less than six (6) and thereby you must undertake the offered number of Peer Reviews. Thereafter you must meet the requirement set out in paragraph 3.20(a) above as a minimum.
- 3.22 You will be requested by the LAA Peer Review Team, on a rolling monthly basis, for your availability for Contract Work. You must notify us of your availability within ten (10) Working Days of our request or as soon as reasonably practicable thereafter where notification cannot be provided within that period. Failure to respond to the LAA Peer Review Team leader in a timely manner may hinder the allocation of Contract Work. Failure to notify us of your availability and/or to undertake the required number of Peer Reviews is a material breach of this Contract.
- 3.23 You must use best endeavours to schedule two (2) days' Contract Work each month.

- 3.24 Where you have good reason for not being able to schedule two (2) days' Contract Work in a particular month, you must schedule those days in other months with the prior agreement of the LAA Peer Review Team.
- 3.25 You must submit your Peer Review report to the LAA Peer Review Team within five (5) Working Days of the completion of the review of Provider's Closed Files.
- 3.26 You must deal with any representations and submit your Peer Review report to the LAA Peer Review Team within five (5) Working Days of meeting to consider a Provider's representations either as original Peer Reviewer, second Peer Reviewer or Senior Peer Reviewer.
- 3.27 Senior Peer Reviewers must validate any Peer Review reports sent to them within five (5) Working Days following receipt from the LAA Peer Review Team.
- 3.28 You will consider any amendments and submit an amended report within three (3) Working Days following any notification of amendments by the LAA Peer Review Team.
- 3.29 Where you are not able or become aware at any time that you will not be able to commit to twenty-four (24) days of Contract Work in any year (within the meaning of paragraph 3.20 above) then you shall promptly, on becoming aware of such limitations, inform the LAA Peer Review Team, giving reasons for this limited capacity. We shall then decide, at our sole and absolute discretion, whether we wish to allow you 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.

Scheduling and completion of Contract Work

- 3.30 The dates on which we propose that you conduct Peer Reviews will be notified in advance, and they will be agreed between you and the LAA Peer Review Team jointly (both acting reasonably).
- 3.31 For the avoidance of doubt, in circumstances where you have completed all the other Contract Work you have been assigned to carry out during the scheduled days, you may be required to undertake related work, during the remaining time left.
- 3.32 If, whilst conducting Contract Work, it becomes apparent to you that you will need to spend longer than the original number of days booked you must notify the LAA Peer Review Team as soon as this becomes apparent and provide reasons. We would usually expect you to complete the Contract Work within two (2) weeks of the original booking.
- 3.33 It is our 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 our 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 you from the LAA Peer Review Team once it becomes apparent that the Contract Work will exceed the hours detailed in this paragraph. Failure to do so may lead to a reduction in the payment of the Attendance Fee and Expenses Claim.

Senior Peer Reviewers

- 3.34 In order to qualify as a Senior Peer Reviewer, you must have conducted 20 Peer Reviews. Applications to be classified as a Senior Peer Reviewer can be submitted at any time during the Contract Period, provided that the applicant has completed 20 Peer Reviews.
- 3.35 The role of the Senior Peer Reviewer is to validate Peer Review reports and consider any representations when required, provide mentoring and training to new Peer Reviewers and to other Peer Reviewer Panel members in order to assist in maintaining consistency.

Development and Project Work

- 3.36 From time to time, you may be invited by us to take part in Development and Project Work.
- 3.37 For the avoidance of doubt, any Development and Project Work is optional and its detailed scope will be agreed between you and us in addition to the requirement for Contract Work.
- 3.38 Where you agree to carry out such Development and Project Work, you must 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 us and in accordance with any other guidance provided to you from time to time.
- 3.39 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 Independent Expert Panel 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.

Service Levels

- 3.40 From the Service Commencement Date and thereafter for the remaining of the Contract Period, you must meet the Service Levels set out in paragraph 3.41.

3.41 The Service Levels applicable to you are the following:

A. Availability	You must schedule a minimum of 2 days per month for Contract Work and respond promptly to availability requests
B. Peer Review report submission	You must submit the Peer Review report within 5 Working Days of completing the file review
C. Representations	You must provide an updated Peer Review report within 5 Working Days of considering Provider representations
D. Amendments	You must revise and resubmit Peer Review reports within 3 Working Days if amendments are required
E. Reporting	You must at all times accurately record the time you spend on each Peer Review report, validation or representation, including any requests for additional time
F. Communication	You must regularly monitor and respond to your email and notify us if you are unable to check your inbox every 5 days
G. Annual and Mid-Year Reviews	You must complete the Annual Review and/or Mid-Year Review process if required by us

3.42 Should you fail to meet the Service Levels set out in paragraph 3.41, we will address the situation in a staged approach, according to the following stages:

- (a) Stage 1: We will engage with you to understand the reasons why one or more Service Levels have not been met. We will work collaboratively to identify any mitigating factors and agree appropriate steps to remedy the issue. If the issues remain unresolved at the end of this stage, we will proceed to the next stage;
- (b) Stage 2: We may request that you submit a Rectification Plan setting out the actions you will take to remedy the issues identified and a reasonable timeframe for improvement. You will be required to provide this within 10 Working Days. We will consider the Rectification Plan submitted within a timeframe that will be agreed between you and the LAA Peer Review Team and respond to you to indicate whether we agree. Where we accept a proposed Rectification Plan, you must comply with its terms and the timescales specified. Failure to engage or reach an agreement with us regarding the Rectification Plan, or failure to demonstrate sufficient improvement within the agreed timeframe may result in proceeding to Stage 3;
- (c) Stage 3: If a Rectification Plan has not be agreed with us, or failure in performance continues beyond the timescales set out in the Rectification Plan, or if you do not engage with the rectification process, we may pause the allocation of Contract Work. If the breaches continue, we will proceed to Stage 4;

- (d) Stage 4: We may suspend you from undertaking Contract Work under this Contract or consider termination of the Contract in accordance with its terms.

3.43 The staged approach set out in paragraph 3.42 above will not apply where the Contract grants us a right to immediately terminate or suspend this Contract .

Performance Monitoring

3.44 From the Service Commencement Date and thereafter throughout the Contract Period, your performance will be monitored by the LAA Peer Review Team, who will maintain and update the Peer Reviewer Delivery Report. This report will record key information about your work, including the date of the most recent peer review of your own case work, compliance with Supervisor Standards, work completed against Service Levels and the ratings you have awarded. The Peer Reviewer Delivery Report will be sent to you within at least six (6) months after the Service Commencement Date and thereafter every six (6) months during the Contract Period. You will also receive an updated Peer Reviewer Delivery Report 10 Working Days in advance of any Annual Review Meeting.

3.45 Within three (3) months following your one-year anniversary of your Service Commencement Date and every year thereafter, the LAA Peer Review Team will conduct an Annual Review during an Annual Review Meeting. The Annual Review Meeting may take place in person or remotely.

3.46 The Peer Reviewer Delivery Report will form the basis of the Annual Review.

3.47 Where we consider it necessary, the LAA Peer Review Team may request and carry out a Mid-Year Review, based on information contained in the Peer Reviewer Delivery Report. An updated Peer Reviewer Delivery Report will be shared with you 10 Working Days before your Mid-Year Review. Any Mid-Year Reviews will be conducted remotely.

SCHEDULE 2

ATTENDANCE FEES AND EXPENSES AND INVOICING PROCEDURE

1. Attendance Fees for Contract Work

1.1 Attendance Fees for Contract Work are paid at the following rates:

- (i) Hourly rate of £58.93 per hour (applied pro rata for parts of the hour);
- (ii) £412.00 per day (seven (7) hours); and
- (iii) £206.00 per half day (three point five (3.5) hours).

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

- (a) 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;
- (b) 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;
- (c) Update and training sessions: Mandatory attendance at any training/update sessions organised by the LAA. The Mandatory New Starter Training does not constitute Contract Work but an Essential Requirement that must be met (where applicable) before Contract Work can commence. Attendance will be paid in accordance with this Schedule 2 in the same way as for any other training under this Contract;
- (d) Senior Peer Reviewer validation of Peer Review reports and responses to representations – hourly rate of £58.93. 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 we shall, at our sole discretion, determine whether such additional time shall be reimbursed.
- (e) Preparation for attendance at appeal committee meetings and the drafting of any written statement in support of the Peer Review carried out by you for submission to an appeal committee or in response to representations made by Providers other than as part of a day or days' work on Peer Review assessments as provided for

at paragraph 1.2(b) to Schedule 2. The time actually spent by you in reviewing documentation or drafting a statement, (in each case at our request) subject to a maximum of three (3) hours' work, shall be payable at the hourly rate of £58.93 (unless we have agreed in writing to extend the maximum time which may be claimed for any such preparatory work before you undertake it).

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 you are required by us to undertake.

- (f) Attendance at appeal committee meetings: Fees are payable at two levels:
 - (i) a half-day rate (£206.00) shall be payable for your attendance of up to three point five (3.5) hours at appeal committee meetings.
 - (ii) a full-day rate (£412.00) shall be payable for your attendance of over three point five (3.5) hours at appeal committee meetings.
- (g) Development and Project Work payable at either daily rate of £412.00, half day rate of £206.00 or at hourly rate of £58.93 (pro rata for parts of the hour) as notified in advance by us to you.

2. Exclusions from Fees

2.1 For the avoidance of doubt any time spent by:

- (i) you travelling; or
- (ii) your personal support staff, assisting you in the performance of Contract Work as permitted by us,

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

3. Cancellation of scheduled Contract Work

3.1 We recognise that certain unavoidable events occur from time to time which may mean that the Contract Work which you were scheduled to carry out cannot 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 you 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.

3.2 In the circumstances set out in paragraph 3.1 above, (and other similar circumstances at our discretion) where the LAA Peer Review Team are not able to find alternative Contract Work for you to perform, where the LAA Peer Review Team notify you 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.

3.3 Where the LAA Peer Review Team are not able to give you at least forty-eight (48) hours' notice of a cancellation, on being notified of the cancellation you are under an obligation to spend the time booked for the Contract Work carrying out your own practice work if reasonably possible. If this is not possible then we will pay a maximum of seven (7) hours' work (at £58.93 per hour) in total for the time booked for the Contract Work which you have not been able to perform.

4. Invoicing procedure for Attendance Fee and Expenses

4.1 We shall pay your 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.

4.2 All Attendance Fee and Expense Claim Forms must be completed by you by the end of the relevant assessment, training, or feedback session and emailed to peer.review@Justice.gov.uk. You should retain a copy of the Attendance Fee and Expenses Claim Form so you can identify payments when you receive the payment advice. The Attendance Fee and Expenses Claim Form can be used for HMRC's returns.

4.3 All completed Attendance Fee and Expense Claim Forms must identify clearly the Contract Work and/or Mandatory New Starter Training to which they relate and, where VAT is payable, include a valid VAT invoice and your VAT registration number.

4.4 On receipt of any Attendance Fee and Expense Claim Form we will review the invoice.

4.5 Where we approve the invoice, payment shall be sent directly to you at the bank account most recently notified by you to the LAA Peer Review Team within thirty (30) days of receipt of the invoice.

4.6 Where we determine the claim does not comply with the terms of this Contract, we will pay that portion of the invoice 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. Any disputes regarding our determination shall be determined in accordance with the provisions of clauses 9.6 to 9.10 of this Contract.

4.7 All claims must be supported by a valid VAT receipt in order for them to be payable.

4.8 Ministry of Justice Expenses: Subsistence and Mileage rates

Subsistence Allowances	Period of absence	Limit
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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	£25.00
24 hour – Staying with friends and relatives (non- commercial accommodation)- receipts do not need to be provided	24 hours	£25.00 Flat rate
Overnight Accommodation (Hotel accommodation)	London	£125.00
	Elsewhere	£87.00
Lodging Allowance (Limit)	Nationwide	£42.25
Mileage rates	First 10,000 miles (pence per mile)	Additional miles (pence per mile)
Standard Rate	45	25
Motorcycle	24	24

SCHEDULE 3
DATA PROTECTION PARTICULARS

PART A

- 1.1 This Schedule 3 sets out the data processing particulars.
- 1.2 The contact details of the Ministry of Justice's Data Protection Officer are: Data Protection Officer, Ministry of Justice, 102 Petty France, London, SW1H 9AJ, dataprotection@justice.gov.uk.
- 1.3 You shall comply with any further written instructions from us in connection with Processing of the Personal Data. Any such further instructions shall be incorporated into this Schedule 3.

Description	Details
Identity of the Data Controller and Processor	<p>The Ministry of Justice is the Data Controller and the Peer Reviewer is the Processor with regard to Peer Review Data and any Personal Data contained therein.</p> <ul style="list-style-type: none"> The Ministry of Justice and the Peer Reviewer are Independent Controllers with regard to Contract Data and any Personal Data contained therein.
Subject matter of Processing	Files of legal aid cases provided to the Peer Reviewer for Peer Review purposes and the details of Peer Reviewers for the purposes of administering the Contract.
Duration of the Processing	For the duration of the Contract, and for any period of time permitted under the Return and Destruction section of the Data Security Requirements following the end of the Contract.
Nature and purposes of the Processing	The nature and purposes of Processing is to undertake Contract Work as defined in this Contract and for the purposes of administering this Contract.

<p>Type of Personal Data being processed</p>	<p>With regards to all categories of Data Subjects other than Peer Reviewers the types of Personal Data being Processed are the following:</p> <ul style="list-style-type: none"> • basic Personal Data; • criminal offence data; • special category data; • children’s data; and • confidential data and legally privileged material relating to legal aid case files and the various Data Subjects present in a case file. <p>With regards to Peer Reviewers:</p> <ul style="list-style-type: none"> • basic Personal Data; and • financial data;
<p>Categories of Data Subject</p>	<ul style="list-style-type: none"> • Legal Aid Clients; • Providers; • Other parties to a legal aid case; • Peer Reviewers • Ministry of Justice staff
<p>Plan for return and destruction of the Personal Data once the processing is complete UNLESS requirement under law to preserve that type of data</p>	<p>All data Processed under this Contract must be returned to the Ministry of Justice within 14 calendar days of the end of this Contract, or within such further period agreed in writing with the Ministry of Justice before the end of the Contract.</p> <p>Where data is held in digital form by the Peer Reviewer, copies of this data must be shared securely with the Ministry of Justice within 14 calendar days of the end of this Contract, or within such further period agreed in writing with the Ministry of Justice before the end of the Contract. The Ministry of Justice shall confirm receipt of digital information at which point digital records held by the Peer Reviewer shall be securely destroyed in</p>

	accordance with destruction methods set out in requirements 15 and 16 of the Data Security Requirements.
Locations at which the Peer Reviewer shall process Personal Data under this Contract and international transfers and legal gateway	All processing shall take place in the United Kingdom, Isle of Man, Jersey, Guernsey or Gibraltar. Transfer of data to other locations for any Processing shall not be permitted under this Contract.
Protective Measures that the Peer Reviewer have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	Any Protective Measures must be in accordance with the LAA Data Security Requirements and Data Security Guidance.

PART B- Independent Controllers

- 2.1 With respect to Personal Data provided by one party to another party for which each party acts as Data Controller but which is not under the joint control of the parties, each party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controller.
- 2.2 Each party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other party to be in breach of it.
- 2.3 Where a party has provided Personal Data to the other party in accordance with paragraph 2.1 of this Part B of Schedule 3 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other party may reasonably require.
- 2.4 The parties shall be responsible for their own compliance with Articles 13 and 14 of the Relevant General Data Protection Regulations in respect of processing of Personal Data for the purposes of the Contract.
- 2.5 The parties shall only provide Personal Data to each other:
- 2.5.1 to the extent necessary to perform their respective obligations under the Contract;
 - 2.5.2. in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);
 - 2.5.3 ensuring that they do not transfer any Personal Data outside of the UK, Isle of Man, Jersey, Guernsey or Gibraltar; and
 - 2.5.4 where it has recorded it in Part A of this Schedule 3.

- 2.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the Relevant General Data Protection Regulations, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the Relevant General Data Protection Regulations.
- 2.7 A party Processing Personal Data for the purposes of the Contract shall maintain a record of its processing activities in accordance with Article 30 of the Relevant General Data Protection Regulations and shall make the record available to the other party upon reasonable request.
- 2.8 Where a party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other party pursuant to the Contract ("**Request Recipient**"):
- 2.8.1 the other party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- 2.8.2 where the request or correspondence is directed to the other party and/or relates to that other party's Processing of the Personal Data, the Request Recipient will:
- 2.8.2.1 promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and
- 2.8.2.2 provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 2.9 Each party shall promptly notify the other party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other party pursuant to the Contract and shall:
- 2.9.1 do all such things as reasonably necessary to assist the other party in mitigating the effects of the Data Loss Event;
- 2.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
- 2.9.3 work with the other party to make any required notifications to the Information Commissioner's office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

2.9.4 not do anything which may damage the reputation of the other party or that party's relationship with the relevant Data Subjects, save as required by Law.

2.10 Personal Data provided by one party to the other party may be used exclusively to exercise rights and obligations under the Contract as specified in Part A this Schedule 3.

2.11 Personal Data shall not be retained or Processed for longer than is necessary to perform each party's respective obligations under the Contract which is specified in Part A of this Schedule 3.

2.12 Notwithstanding the general application of clause 15.8 of this Contract to Personal Data, where you are required to exercise your regulatory and/or legal obligations in respect of Personal Data, you shall act as an Independent Controller of Personal Data in accordance with Paragraphs 2.1 to 2.12 of this Part B of Schedule 3.

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

Signature:

SIGNED by the
PEER REVIEWER

Signature:

Status: