Crown Prosecution Service Code of Conduct for Suppliers

1.1 The Supplier or any potential Supplier to the Crown Prosecution Service (CPS) undertakes that;

1.1.1 It has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under any Framework Agreement or Contract

1.1.2 Any Framework Agreement or Contract is executed by a duly authorised representative of the Provider;

1.1.3 When entering into any Framework Agreement, Call-Off Contract or Contract they have not committed or are not subject to any investigation in relation to Fraud or other criminal activity;

1.1.4 They have not committed any offence under the Prevention of Corruption Acts 1889 to 1916 and/or The Bribery Act 2010;

1.1.5 No claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations

2. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

2.1 The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of the CPS or any other public body or person employed by or on behalf of the CPS or any other public body any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to obtaining any Work, Framework Agreement, Call-Off Contract or any other contract with the CPS or any other public body (including its award to the Supplier, execution or any rights and obligations contained in it), or for showing or refraining from showing favour or disfavour to any person in relation to any such contract. The attention of the Supplier is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916 & the Bribery Act 2010.

2.2 The Supplier shall not pay any commission nor agree to pay any commission to the CPS or any other public body or any person employed by or on behalf of the CPS or any other public body in connection with obtaining any Work, Framework Agreement, any Call-Off Contract or any other contract with the CPS or any other public body or person employed by or on behalf of the CPS or any other public body.
3. CONFLICTS OF INTEREST

3.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where (in the reasonable opinion of the CPS) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the CPS and Other Contracting Bodies.

4. STATUTORY REQUIREMENTS

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of any Purchase Orders issued, works undertaken or Contracts and Framework Agreement and any Call-Off Contract issued.

5. NON-DISCRIMINATION

5.1 The Supplier shall be mindful of the CPS’ public duty responsibilities and not unlawfully discriminate against any protected group when providing the Services under any Contract, either directly or indirectly, on such grounds as race, religion and belief, disability, gender reassignment, sexual orientation, age, pregnancy/maternity or marriage and civil partnership.

Without prejudice to the generality of the foregoing, the Supplier shall not unlawfully discriminate any protected group, within the meaning and scope of the Equalities Act 2010 (which incorporates the Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006 and the Human Rights Act 1998) or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

5.2 If a supplier is found to be in breach of any part of the Equalities Act 2010 then the CPS will undertake the following action.

5.2.1 Procurement will robustly investigate any breach and, depending on the findings, will either advise the supplier on the details of the breach, directing them and clarifying relevant policy, and the stating the consequences of any breaches, or invoke a “Contract Improvement Notice”. Procurement will also invoke the Contract Termination procedure if there are serious breaches of the Equality Act 2010.

6 CONFIDENTIALITY

6.1 The Supplier shall:

(a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

(b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
6.2 Clause 6.2 shall not apply to the extent that:

(a) such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to 8.1 (Freedom of Information);

(b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

(c) such information was obtained from a third party without obligation of confidentiality;

(d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Framework Agreement; or

(e) it is independently developed without access to the other party's Confidential Information.

6.3 Nothing in this Code of Conduct shall prevent the CPS from disclosing the Provider's Confidential Information:

(a) to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;

7. OFFICIAL SECRETS ACTS

7.1 The Supplier shall comply with and shall ensure that its Staff comply with, the provisions of:-

7.1.1 the Official Secrets Act 1911 to 1989; and

7.1.2 Section 182 of the Finance Act 1989.

8. FREEDOM OF INFORMATION ACT (FOIA)

8.1 The Supplier acknowledges that the CPS is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the CPS to enable the CPS to comply with its Information disclosure obligations.

9. PUBLICITY

9.1 The Supplier shall not make any press announcements or publicise any information relating to the CPS in any way without the Authority's prior written consent. Please contact procurement@cps.gsi.gov.uk in the first instance.
10. INSURANCE

10.1 The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier if any Purchase Order is issued be it electronically, verbally, written or expressed including cover for death or personal injury, or loss of or damage to property (levels of insurance shall be set within any contract, where no contact has be issued then insurance payable will be unlimited).

10.1 Definitions

The following provisions shall have the meanings given to them below:-

"Confidential Information" means:-

(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA and

(b) the Commercially Sensitive Information,

and does not include any information:-

(i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 6 (Confidential Information);

(ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or

(iv) is independently developed without access to the Confidential Information;
"Contract"  Means any written or verbal agreement (expressed or implied) between the Customer and the Contractor consisting of a Purchase Order and relevant clauses within any contract.

"Contracting Authority"  means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 other than the Customer;

"Contractor (Supplier)"  means the person, firm or company with whom the Customer enters into the Contract

"Crown"  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, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"DPA"  means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Environmental Information Regulations"  means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

"Fees Regulations"  means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004;

"FOIA"  means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"Fraud" means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud a Contracting Authority or the Customer;

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

"Information" has the meaning given under section 84 of the FOIA;

"Intellectual Property Rights" and "IPR's" means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

"Law" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Contractor is bound to comply;
"Parent Company" means any company which is the ultimate Holding Company of the Contractor or any other company of which the ultimate Holding Company of the Contractor is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Contractor or which is engaged by the same or similar business to the Contractor. The term "Holding Company" shall have the meaning ascribed in Section 736 of the Companies Act 1985 or any statutory re-enactment or amendment thereto;

"Party" means the Contractor or the Customer;

"PQQ Response" means the response submitted by the Contractor to the pre-qualification questionnaire issued by the Authority;

"Pre-Existing IPR" shall mean any Intellectual Property Rights vested in or licensed to the Customer or the Contractor prior to or independently of the performance by the Customer or the Contractor of their obligations under the Contract and in respect of the Customer includes, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;

"Project Specific IPR's" means:-

(a) IPR's in items created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of the Contract including, any Deliverables and all updates and amendments of these items; and/or

(b) IPR’s arising as a result of the performance of the Contractor's obligations under the Contract;

"Property" means the property, other than real property, issued or made available to the Contractor by the Customer in connection with the Contract;
"Quality Standards" means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with (as may be further detailed in the Order Form) and any other quality standards set out in the Order Form;

"Regulatory Bodies" means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;

"Request for Information" shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply);

"Working Day" means any day other than a Saturday or Sunday or public holiday in England and Wales;

10.2 Interpretation

The interpretation and construction of the Code of Conduct shall be subject to the following provisions:-

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

10.2.2 words referring to men or women;

10.2.3 reference to a clause is a reference to the whole of that clause unless stated otherwise;

10.2.4 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
10.2.5 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

10.2.6 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and

10.2.7 headings are included in the Code of Conduct for ease of reference only and shall not affect the interpretation or construction of the Code.