





Ministry
of Justice

OFFICIAL - SENSITIVE

Date: 22 March 2024

A Contract for Goods

Between

The Secretary of State for Justice

And

Arrow County Supplies



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This contract is dated: 22 March 2024

PARTIES:

- (1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ acting as part of the Crown (the “**Authority**”);

AND

- (2) Arrow County Supplies Limited with registered company number GB 06355141 whose registered office is Arrow House, Longden Road, Shrewsbury, Shropshire, SY3 9AE] (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

WHEREAS

- A. Following a competitive tender process, the Authority wishes to appoint the Supplier to provide Prisoner Footwear and the Supplier agrees to provide those goods in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED:

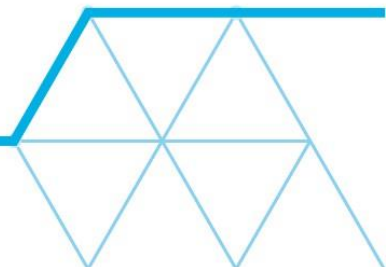
A GENERAL

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Affected Party**” means the Party seeking to claim relief in respect of a Force Majeure Event.

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.





“Anti-Malicious Software” means software which scans for and identifies possible Malicious Software in the ICT Environment.

“Approve”, “Approval” and “Approved” means the prior written consent of the Authority.

“Assessment Tool” means the modern slavery risk identification and management tool which can be found at:

<https://supplierregistration.cabinetoffice.gov.uk/msat>

“Associated Person” means as it is defined in section 44(4) of the Criminal Finances Act 2017.

“Authorised Representative” means the Authority representative named in a CCN who is authorised to approve Changes.

“Authority Data” means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Authority; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Contract; or
- (b) any Personal Data for which the Authority is the Data Controller.

“Authority Premises” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for delivery of the Goods.

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Supplier for the purposes of providing the Goods.

“Authority System” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Goods.

“Authority Technical Security Guidance” means the technical security guidance published by the Authority at:

<https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>

“Basware” means Basware eMarketplace, the procurement software used by the Authority for its financial transactions.

“BPSS” means the Government’s Baseline Personnel Security Standard for Government employees.

“Breach of Security” means an event which results in or could result in:



- (a) any unauthorised access to or use of the Authority Data, the Services and/or the Information Management System; and/or
- (b) the loss, corruption and/or unauthorised disclosure of any information or data (including Confidential Information and Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with the Contract.

“BS 8555” means the standard published to help organisations improve their environmental performance by the British Standards Institution.

“CCN” means a contract change notice in the form set out in Schedule 3.

“Certification Requirements” means the requirements described in paragraph 6 of Schedule 6.

“Change” means a change in the Specification, the Price or any of the terms or conditions of the Contract.

“Change in Law” means any change in Law which affects the Goods or the delivery of the Goods which comes into force after the Commencement Date.

“CHECK Service Provider” means an organisation which has been certified by the NCSC, holds “Green Light” status and is authorised to provide the IT Health Check services required by paragraph 7.1 of Schedule 6.

“Commencement Date” means the date specified in clause A5.1.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price; and/or
- (b) the Supplier’s business and investment plans

which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

“Comparable Supply” means the supply of goods to another customer of the Supplier which are the same or similar to any of the Goods.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E3;



- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” means these terms and conditions, the attached Schedules, terms implied by law that are not excluded by this contract and any other provisions the Parties expressly agree are included.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

“Contracts Finder” means the Government’s portal for public sector procurement opportunities.

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** are interpreted accordingly.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“CREST Service Provider” means an organisation with a SOC Accreditation from CREST International.

“Crown” means the government of the UK (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **“Crown Body”** is an emanation of the foregoing.

“Cyber Essentials” means the Cyber Essentials certificate issued under the Cyber Essentials Scheme.

“Cyber Essentials Plus” means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme.

“Cyber Essentials Scheme” means the Cyber Essentials scheme operated by the NCSC.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations or warranties of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor 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 and as extended to NICs by the National Insurance (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.

“EEA” means the European Economic Area.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“End Date” means the date specified in clause A5.1.

“Equipment” means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Goods.

“EU” means the European Union.

“Exit Day” means as it is defined in the Withdrawal Act.

“Extension” means as defined in clause A5.2.

“Financial Year” means the period from 1st April each year to the 31st March the following year.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier’s supply chain caused by the Covid 19 pandemic or the UK’s exit from the EU.

“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 NICs.

“General Change in Law” means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.



“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.

“Goods” means any goods supplied by the Supplier (or by a Sub-Contractor) under the Contract as specified in Schedule 1 including any modified or alternative goods.

“Government” means the government of the UK.

“Government Buying Standards” means the standards published here:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

“Greening Government Commitments” means the Government’s policy to reduce its effects on the environment, the details of which are published here:

<https://www.gov.uk/government/collections/greening-government-commitments>

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others regarding a general anti-avoidance principle in relation to VAT (and other EU taxes and duties).

“Higher Risk Sub-contractor” means a Sub-Contractor which processes Authority Data where that data includes:

- (a) the Personal Data of 1000 or more individuals in aggregate during the Term; or
- (b) any part of that data includes any of the following:
 - i) financial information relating to any person;
 - ii) any information relating to actual or alleged criminal offences;
 - iii) any information relating to vulnerable people;
 - iv) any information relating to social care;
 - v) any information relating to a person’s employment;
 - vi) Special Category Personal Data;
- (c) the Authority, at its discretion designates a Sub-Contractor as a Higher Risk Sub-contractor in any procurement document related to the Contract; or
- (d) the Authority considers, at its discretion, that any actual or potential Processing carried out by the Sub-Contractor is high risk.

“HMRC” means HM Revenue & Customs.

“ICT Environment” means the Authority System and the Supplier System.

“Incident Management Process” means the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse effect on the Authority Data, the Authority, the Services and/or



users of the Services and which shall be prepared by the Supplier in accordance with paragraph 4 Information Security Approval Statement of Schedule 6 using the template set out in annex 3 of Schedule 6.

“Information” has the meaning given under section 84 of the FOIA.

“Information Assets” means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Goods.

“Information Assurance Assessment” means the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with paragraph 4 of Schedule 6 in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier using the template set out in Annex 3 of Schedule 6.

“Information Management System” means:

- (a) those parts of the Supplier System, and those of the Premises, which the Supplier or its Sub-contractors use to provide the parts of the Service which require Processing Authority Data; and
- (b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources).

“Information Security Approval Statement” means a notice issued by the Authority which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that:

- (a) the Authority is satisfied that the identified risks have been adequately and appropriately addressed;
- (b) the Authority has accepted the residual risks; and
- (c) the Supplier may use the Information Management System to process Authority Data.

“Initial Term” means the period from the Commencement Date to the End Date.

“Intellectual Property Rights” means:

- (a) patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), Database Rights, domain names, semi-conductor topography rights, rights in Internet domain names, Know-How, trade or business names, moral rights, the right to sue for passing off, trade secrets and other rights in Confidential Information, in each whether registrable or not in any country;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed in (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction.

“ISO” means the International Organisation for Standardisation.



“ISO/IEC 14001” means the family of standards related to environmental management published by the ISO.

“ISO/IEC 27001” means the family of standards related to information security management published by the ISO.

“ISO/IEC 27002” means the family of standards related to information security, cyber security and privacy protection published by the ISO.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“IT Health Check” means as it is defined in paragraph 7.1(a) of Schedule 6.

“Know-How” means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

“Law” means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply.

“Losses” means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Material Breach” means a breach (including an anticipatory breach):

- i) which has a material effect on the benefit which the Authority would otherwise derive from a substantial or material portion of the Contract; or
- ii) of any of the obligations set out in clauses D1, D2, D3, G3, I4 or paragraph 9 of Schedule 8.

“Medium Risk Sub-contractor” means a Sub-Contractor which processes Authority Data where that data:

- (a) includes the Personal Data of between 100 and 999 individuals (inclusive) in aggregate during the Term; and
- (b) does not include Special Category Personal Data.



“Modern Slavery Helpline” means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available by telephone on 08000 121 700 or online at:

<https://www.modernslaveryhelpline.org/report>

“Month” means calendar month.

“MSA” means the Modern Slavery Act 2015.

“NCSC” means the National Cyber Security Centre.

“NICs” means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Supplier 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 the Supplier was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier 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 Commencement Date or to a civil penalty for fraud or evasion.

“Personal Data” means as it is defined in the UK GDPR.

“Personal Data Breach” means as it is defined in the UK GDPR.

“Premises” means the location where the Goods are to be supplied set out in the Specification.

“Price” means the price (excluding any applicable VAT) payable to the Supplier by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Supplier of its obligations under the Contract.

“Process” means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and **“Processing”** is construed accordingly.



“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority 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 the Contract;
- (c) an offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
 - ii) under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
 - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Property” means the property, other than real property, issued or made available to the Supplier by the Authority in connection with the Contract.

“Purchase Order” the Authority’s order for the supply of the Goods.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the UK, the International Organisation for Standardization 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 Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

“Regulations” means the Public Contracts Regulations 2015 (SI 2015/102).

“Regulatory Body” means a Government department 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 Authority.

“Relevant Conviction” means a conviction that is relevant to the nature of the Goods or as listed by the Authority and/or relevant to the work of the Authority.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

“Remediation Plan” means as it is defined in paragraph 7.3(c)(i) of Schedule 6.



“Replacement Supplier” means any third party supplier appointed by the Authority to supply any goods which are substantially similar to any of the Goods in substitution for any of the Goods following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Required Changes Register” means the register within the Security Management Plan which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in paragraph 5.2 of Schedule 6 together with the date by which such change shall be implemented and the date on which such change was implemented.

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- (a) prepared by or for the Supplier for use in relation to the performance of its obligations under the Contract; or
- (b) the result of any work done by the Supplier or any Staff in relation to the provision of the Goods.

“Risk Register” means the risk register within the Information Assurance Assessment which is to be prepared and submitted for Approval in accordance with paragraph 4 of Schedule 6.

“Security Incident” means the access to the ICT Environment by an unauthorised person for any reason or the unauthorised alteration of the functionality of the ICT Environment.

“Security Management Plan” means the plan prepared by the Supplier using the template in Annex 3 of Schedule 6, comprising:

- (a) the Information Assurance Assessment;
- (b) the Required Changes Register; and
- (c) the Incident Management Process.

“Security Policy Framework” means the Government’s security policy framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission’s Recommendation of 6 May 2003 available at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

“Special Category Personal Data” means the categories of Personal Data set out in article 9(1) of the UK GDPR.

“Specific Change in Law” means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.



“Specification” means the description of the Goods to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Premises and the Quality Standards.

“SSCBA” means the Social Security Contributions and Benefits Act 1992.

“Staff” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any of its Sub-Contractors engaged in the performance of the Supplier’s obligations under the Contract.

“Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

“Supplier Software” means software which is proprietary to the Supplier, including software which is or will be used by the Supplier to provide the Goods and which is set out in Schedule 5.

“Supplier System” means the information and communications technology system used by the Supplier in providing the Goods including the Software, the Equipment and related cabling (but excluding the Authority System).

“Tender” means the Supplier’s tender submitted in response to the Authority’s invitation to suppliers for offers to supply the Goods.

“Term” means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension, the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“Third Party IP Claim” has the meaning given to it in clause E1.5 (Intellectual Property Rights).

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Supplier to provide the Goods including the software and which is specified as such in Schedule 5.

“UK” means United Kingdom.

“UK GDPR” means the UK General Data Protection Regulation.

“Valid Invoice” means an invoice containing the information set out in clauses C1.3 or C1.4.

“VAT” means value added tax charged or regulated in accordance with the Value-Added Tax Act 1994.

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.



“Welsh Language Scheme” means the Authority’s Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

“Withdrawal Act” means the European Union (Withdrawal) Act 2018.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa unless the context requires otherwise;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) the annexes and Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the annexes and Schedules;
- (h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (i) references to the Contract are references to the Contract as amended from time to time; and
- (j) any reference in the Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (**“EU References”**) which is to form part of domestic law by application of section 3 of the Withdrawal Act shall be read as a reference to the EU References as they form part of domestic law by virtue of section 3 of the Withdrawal Act as modified by domestic law from time to time; and



- (ii) any EU institution or EU authority or other such EU body shall be read as a reference to the UK institution, authority or body to which its functions were transferred.

A2 Authority Obligations

Save as expressly provided, the Authority's obligations under the Contract are the Authority's obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation on, or in any other way fetters or constrains, the Authority in any other capacity.

A3 Supplier's Status

- A3.1 The Supplier is an independent contractor and nothing in the Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Contract.
- A3.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.

A4 Mistakes in Information

The Supplier is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Supplier in connection with the Goods and shall pay the Authority any reasonable extra costs occasioned by any discrepancies, errors or omissions therein.

A5 Term

- A5.1 The Contract starts on 22nd March 2024 (the "**Commencement Date**") and ends on 21st March 2027 (the "**End Date**") unless it is terminated early or extended in accordance with the Contract.
- A5.2 The Authority may extend the term of the Contract until 21st March 2029 ("**Extension**"). The terms of the Contract will apply throughout the period of any Extension.

B. THE GOODS

B1 Basis of the Contract

- B1.1 In consideration of the Supplier's performance of its obligations under the Contract the Authority shall pay the Supplier the Price in accordance with clause C1.
- B1.2 The terms and conditions contained in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless agreed in writing by both the Authority and the Supplier.



B2 Samples

- B2.1 If requested by the Authority the Supplier shall provide the Authority with samples of Goods for evaluation and Approval.
- B2.2 The Supplier shall ensure that the Goods are fully compatible with any equipment to the extent specified in the Specification.
- B2.3 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Goods and the performance of the Supplier's obligations under the Contract.

B3 Delivery

- B3.1 Unless otherwise stated in the Specification, if the Goods are delivered by the Supplier, delivery is completed when the Goods are signed for by the Authority. If the Goods are collected by the Authority, the point of delivery is when the Goods are loaded on the Authority's vehicle.
- B3.2 Except where otherwise provided in the Contract, delivery includes the unloading, stacking or installation of the Goods by the Staff or the Supplier's suppliers or carriers at such place as the Authority or duly authorised person reasonably directs.
- B3.3 The Authority is deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause B4.7.
- B3.4 The issue by the Authority of a receipt note for delivery of the Goods does not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them. The Supplier requires notification of any rejected Goods based on condition, quantity or nature within 3 working days of the delivery. Acceptance of notifications beyond the 3 working days is solely at the Supplier's discretion.
- B3.5 Any access to the Premises and any labour and equipment provided by the Authority in connection with delivery is provided without acceptance by the Authority of any liability whatsoever to the extent permitted by law.
- B3.6 Where access to the Premises is necessary in connection with delivery or installation of the Goods, the Supplier and its Sub-Contractors shall at all times comply with the security requirements of the Authority.
- B3.7 The Authority is under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification, unless acknowledgement of the goods being received has been accepted by the Authority. The Supplier will not knowingly supply goods earlier than the expected delivery dates.
- B3.8 The Authority is under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Authority elects not to accept such over-delivered Goods it shall give notice to the Supplier to remove them within 5 Working Days failing which the Authority may dispose of such Goods and charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods remains with the Supplier unless they are accepted by the Authority.



- B3.9 Unless expressly agreed to the contrary, the Authority shall not accept delivery by instalments.
- B3.10 Timely supply of the Goods is of the essence of the Contract, including in relation to commencing the supply of the Goods within the time agreed or on a specified date. If the Supplier fails to deliver the Goods within the time promised or specified in the Specification, the Authority is released from any obligation to accept and pay for the Goods and may terminate the specific order, in either case without prejudice to any other rights and remedies of the Authority.
- B3.11 If, in delivering the Goods, the Supplier is required to visit Authority Premises which are prisons, the Supplier shall comply with Schedule 7.

B4 Quality

- B4.1 The Supplier shall perform its obligations under the Contract:
- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - (b) in accordance with Good Industry Practice and all applicable Laws; and
 - (c) shall comply with the standards and requirements set out in Schedule 8.
- B4.2 The Supplier shall ensure the Goods:
- (a) correspond with their description;
 - (b) conform with the Specification;
 - (c) conform, if applicable, with any sample which has been Approved;
 - (d) operate in accordance with the relevant technical specifications;
 - (e) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - (f) conform in all respects with all applicable Laws; and
 - (g) are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Authority.
- B4.3 The Authority may inspect and test the Goods at any time on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection and testing.
- B4.4 If, following such inspection or testing, the Authority considers that the Goods do not conform or are unlikely to conform with the Supplier's undertakings in clauses B4.1 and B4.2, the Authority may enforce one or more of its rights set out in clause B4.7.



- B4.5 Notwithstanding any inspection or testing, the Supplier remains fully responsible for the Goods and any inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Authority may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- B4.6 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Goods with those of the Authority and other contractors engaged by the Authority.
- B4.7 Pursuant to clause B4.4, the Authority may by notice to the Supplier:
- (a) reject any of the Goods;
 - (b) have the Goods promptly, free of charge and in any event within 5 Working Days, either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; and/or
 - (c) treat the Contract as discharged by the Supplier's breach and obtain a refund (if payment for the Goods has already been made) from the Supplier in respect of the Goods concerned.
- B4.8 Any Goods rejected or returned by the Authority as set out in clause B4.7 shall be returned to the Supplier at the Supplier's risk and expense.
- B4.9 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is specified, for a period of 18 months from the date of delivery. If the Authority within such period or within 25 Working Days thereafter gives notice to the Supplier of any defect in any of the Goods as may have arisen during such period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall elect) free of charge.
- B4.10 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

B5 Risk and Ownership

- B5.1 Subject to clauses B4.4 and B4.5, risk in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1 (Contract Performance)), pass to the Authority on completion of delivery.
- B5.2 Title in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F5), pass to the Authority on completion of delivery (or payment, if earlier).

B6 Non-Delivery



- B6.1 On dispatch of any consignment of the Goods the Supplier shall send the Authority a note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.
- B6.2 If the Goods are not delivered to the Authority on the agreed date for delivery, the Authority shall, within 10 Working Days of that date give notice to the Supplier that the Goods have not been delivered and may:
- (a) request the Supplier to deliver Substitute Goods at the same price as would be charged for the Goods, by a date specified by the Authority;
 - (b) refuse to take any subsequent attempted delivery;
 - (c) terminate the Contract, in line with Appendix D of the Specification – Performance Levels

B7 Labelling and Packaging

- B7.1 The Supplier shall ensure that the Goods are labelled and packaged in accordance with the Contract.
- B7.2 The Supplier shall comply with the Packaging (Essential Requirements) Regulations 2015 (SI 2015/1640). The container in which the Goods are held shall be labelled with the Supplier's name, the net, gross and tare weights, and contain a description of its contents. All containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- B7.3 The Supplier shall look to minimise all packaging materials, as far as is practicable, required for the distribution of the product. The Authority is responsible for disposal of these general packing materials.
- B7.4 If no period for collection and disposal is specified by the Authority, the Supplier may choose to collect the packaging from the Premises no later than 10 Working Days from the date of delivery of the Goods. (For example, delivery pallets). The Authority may dispose of any packaging materials which have not been collected by the Supplier within those 10 Working Days or such other period specified by the Authority for collection. The Supplier is not responsible for the payment of any costs incurred by the Authority in connection with its collection and disposal of general packaging material.
- B7.5 The Supplier shall:
- (a) use packaging capable of easy recovery for further use or recycling. Packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile);
 - (b) reuse the packaging and, where reuse is not practicable, recycle the materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging, where these fulfil other packaging specifications;



- (c) make maximum use of materials taken from renewable sources, if recycled materials are not suitable or not readily available;
- (d) review packaging specifications periodically to ensure that no unnecessary limitations on the use of recycled materials exist; and
- (e) if requested, provide the Authority with a description of the product packaging and evidence to satisfy the Authority that it is reusing, recycling and reviewing its use of packaging. The evidence should provide proof of compliance with BS EN 13430 on recyclability or BS EN 13429 on reusability, or equivalent.

B8 Training

If included in the Specification, the Price includes the cost of instruction of the Authority's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements detailed in the Specification.

B9 Equipment

- B9.1 The Supplier shall provide all the Equipment and resource necessary for the supply of the Goods.
- B9.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises without Approval.
- B9.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B9.4 Equipment brought onto the Premises remains the property of the Supplier.
- B9.5 If the cost of any Equipment is reimbursed to the Supplier such Equipment shall be the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of delivery of the Goods.
- B9.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition.
- B9.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:
 - (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
 - (b) replace such item with a suitable substitute item of Equipment.



B9.8 Within 20 Working Days of the end of the Term, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Goods and shall leave the Premises in a clean, safe and tidy condition. The Supplier shall make good any damage to those Premises and any fixtures and fittings in the Premises which is caused by the Supplier or Staff.

B10 Staff

B10.1 The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

B10.2 The Authority shall maintain the security of the Authority's Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008, available to the Supplier on request. The Supplier shall comply with all security requirements of the Authority while on the Authority's Premises and ensure that all Staff comply with such requirements.

B10.3 The Authority may search any persons or vehicles engaged or used by the Supplier at the Authority's Premises.

B10.4 At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, , and immigration status of all people who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B10.5 The Supplier shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

B10.6 The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:

- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and
- (b) provide documents, records or other material in whatever form which the Authority may reasonably request, or which may be requested on the Authority's behalf, for the purposes of an investigation.

B10.7 The Supplier shall comply with PSI 10/2012 as amended from time to time and available from the Authority on request.



B11 Due Diligence

Save as the Authority may otherwise direct, the Supplier is deemed to have inspected the Premises before submitting its Tender and to have completed due diligence in relation to all matters connected with the performance of its obligations under the Contract.

B12 Licence to Occupy

- B12.1 Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract are on a non-exclusive licence basis free of charge and are used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier has the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.
- B12.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with other persons working concurrently on such land or Premises as the Authority may reasonably request.
- B12.3 If the Supplier requires modifications to the Authority's Premises such modifications are subject to Approval and shall be carried out by the Authority at the Supplier's cost. The Authority shall undertake Approved modification work without undue delay.
- B12.4 The Supplier shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.
- B12.5 The Contract does not create a tenancy of any nature in favour of the Supplier or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

B13 Property

- B13.1 All Property is and remains the property of the Authority and the Supplier irrevocably licenses the Authority and its agents to enter any Premises of the Supplier during normal business hours on reasonable notice to recover any such Property.
- B13.2 The Supplier does not have a lien or any other interest on the Property and the Supplier at all times possesses the Property as fiduciary agent and bailee of the Authority. The Supplier shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- B13.3 The Property is deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within 5 Working Days of receipt.



- B13.4 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- B13.5 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Goods, in accordance with the Authority's reasonable security requirements as required from time to time.
- B13.6 The Supplier is liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B14 Offers of Employment

- B14.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE, any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the Goods while such persons are employed or engaged and for a period of 6 Months thereafter.
- B14.2 If either Party breaches the clause B14.1, it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person's employment.
- B14.3 The Parties agree that the sum specified in clause B14.2 is a reasonable pre-estimate of the loss and damage which the party not in breach would suffer if there was a breach of clause B14.1.

C. PAYMENT

C1 Payment and VAT

- C1.1 The Supplier shall submit invoices to the Authority in accordance with this clause C1 and Schedule 2.
- C1.2 The Authority issues Purchase Orders using Basware and, unless Approved otherwise, the Supplier shall, when invited, register on Basware.
- C1.3 If the Supplier registers on Basware, a Valid Invoice is an invoice issued through Basware, unless the invoice contains:
- (a) additional lines not included in the relevant Purchase Order;
 - (b) line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant Purchase Order; or
 - (c) Prices and/or volumes which have been increased without Approval.
- C1.4 If, with Approval, the Supplier does not register on Basware, a Valid Invoice is an invoice which complies with clauses C1.5 to C1.7.



- C1.5 Other than invoices submitted through Basware, all invoices submitted to the Authority must clearly state the word 'invoice' and contain:
- (a) a unique identification number (invoice number);
 - (b) the Supplier's name, address and contact information;
 - (c) the name and address of the department/agency in the Authority with which the Supplier is working;
 - (d) a clear description of the Goods being invoiced for;
 - (e) the date the Goods were provided;
 - (f) the date of the invoice;
 - (g) the amount being charged;
 - (h) VAT amount if applicable;
 - (i) the total amount owed;
 - (j) the Purchase Order number; and
 - (k) the amount of the invoice in sterling or any other currency which is Approved.
- C1.6 Other than invoices submitted through Basware, all invoices submitted to the Authority must meet the following criteria:
- (a) email size must not exceed 4mb;
 - (b) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files;
 - (c) any supporting information, backing data etc. must be contained within the invoice PDF file;
 - (d) not contain any lines for items which are not on the Purchase Order;
 - (e) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity; and
 - (f) if required by the Authority, be submitted in a structured electronic invoice in an Electronic Data Interchange or XML formats.
- C1.7 Other than invoices submitted through Basware, all invoices submitted to the Authority must, if requested by the Authority, include:



- (a) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
- (b) the name of the individuals to whom the timesheet relates and hourly rates for each;
- (c) identification of which individuals are Supplier's staff and which are Sub-Contractors' staff;
- (d) the address of the Premises and the date on which work was undertaken;
- (e) the time spent working on the Premises by the individuals concerned;
- (f) details of the type of work undertaken by the individuals concerned;
- (g) details of plant or materials operated and on standby;
- (h) separate identification of time spent travelling and/or meal or rest breaks; and
- (i) if appropriate, details of journeys made and distances travelled.

C1.8 The Authority shall not pay an invoice which is not a Valid Invoice.

- C1.9 The Authority shall not pay the Supplier's overhead costs unless Approved and overhead costs include, without limitation: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Goods.
- C1.10 If Schedule 2 expressly provides that the Authority may be charged for plant which is on standby and if plant was waiting to be transferred between Premises or if the Authority has instructed that the plant is retained on the Premises, then a standby charge of 60% of agreed rates may be made in respect of such relevant periods if supported by timesheets.
- C1.11 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff were available (unless the standby is because the Supplier is awaiting licensing of the Premises on the Authority's instructions).
- C1.12 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2 and/or H3 and the Supplier shall mitigate such costs as far as is reasonably possible, for example, by reutilising Staff, plant, materials and services on other contracts.
- C1.13 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and Approved.
- C1.14 If the Authority pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.



- C1.15 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C1.
- C1.16 The Supplier shall:
- (a) add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Supplier any additional VAT;
 - (b) ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice; and
 - (c) not suspend delivery of the Goods unless the Supplier is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.
- C1.17 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.
- C1.18 The Authority shall:
- (a) in addition to the Price and following receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Goods supplied in accordance with the Contract; and
 - (b) pay all sums due to the Supplier within 30 days of receipt of a Valid Invoice unless an alternative arrangement has been Approved.
- C1.19 If the Authority fails to pay any undisputed invoices under the Contract, the Supplier may charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

C2 Recovery of Sums Due

- C2.1 If under the Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority under the Contract or under any other agreement with the Authority or the Crown.



- C2.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C2.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- C2.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C3 Price During Extension

Subject to Schedule 2 and clause F9 (Change), the Price applies for the Initial Term and until the end of any Extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

D. PROTECTION OF INFORMATION

D1 Authority Data

- D1.1 The Supplier shall:
- (a) not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise Approved;
 - (b) preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
 - (c) not delete or remove any proprietary notices contained within or relating to the Authority Data;
 - (d) to the extent that Authority Data is held and/or Processed by the Supplier, supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification;
 - (e) perform secure back-ups of all Authority Data and ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Authority immediately upon request;
 - (f) ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework;
 - (g) identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data;
 - (h) on request, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of data, and its procedures for reducing risk;
 - (i) notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason; and



- (j) comply with Schedule 6 (Information Assurance & Security).

D1.2 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

- (a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or
- (b) itself restore or procure the restoration of Authority Data, and be repaid by the Supplier any reasonable costs incurred in doing so.

D2 Official Secrets Acts and Finance Act

D2.1 The Supplier shall comply with:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

D3 Confidential Information

D3.1 Except to the extent set out in this clause D3 or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

D3.2 The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.

D3.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause D3.3.

D3.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.

D3.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in supplying the Goods and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

D3.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.



D3.7 Clause D3.1 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 EIR;
- (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 the Contract; or
- (e) it is independently developed without access to the other Party's Confidential Information.

D3.8 Nothing in clause D3.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:

- (a) for the purpose of the examination and certification of the Authority's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (c) to Parliament and Parliamentary committees;
- (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments 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 government department or any Contracting Authority; or
- (e) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under clauses D3.8 (d) and (e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

D3.9 Nothing in clauses D3.1 to D3.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

D3.10 The Authority shall use reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's



Confidential Information is disclosed pursuant to clause D3.8 is made aware of the Authority's obligations of confidentiality.

- D3.11 If the Supplier does not comply with clauses D3.1 to D3.8 the Authority may terminate the Contract immediately on notice.
- D3.12 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Goods, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- D3.13 The Supplier shall:
- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Goods and will keep a record of such breaches;
 - (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
 - (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
 - (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause D3.12.

D4 Freedom of Information

- D4.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- D4.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:
- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
 - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
 - (c) not respond to directly to a Request for Information unless authorised to do so in writing by the Authority.
- D4.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.



D5 Publicity, Branding and Media

D5.1 The Supplier shall not:

- (a) make any press announcements or publicise the Contract or its contents in any way;
- (b) use the Authority's name, brand or logo in any publicity, promotion, marketing or announcement of order; or
- (c) use the name, brand or logo of any of the Authority's agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders

without Approval.

D5.2 Each Party acknowledges that nothing in the Contract either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including the Goods and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.

D5.3 The Supplier shall use reasonable endeavours to ensure that its Staff and professional advisors comply with clause D5.1.

E. INTELLECTUAL PROPERTY

E1 Intellectual Property Rights

E1.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Supplier by or on behalf of the Authority (together with the Results, the "**IP Materials**")

shall vest in the Authority (save for Copyright and Database Rights which shall vest in His Majesty the King) and the Supplier shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Supplier of its obligations under the Contract.

E1.2 The Supplier hereby assigns:

- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier; and



- (b) to His Majesty the King, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials

and shall execute all documents and do all acts as are necessary to execute these assignments.

E1.3 The Supplier shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to supply the Goods grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Goods; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of clause E1.3, except to the extent that any such claim results directly from:
 - i) items or materials based upon designs supplied by the Authority; or
 - ii) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Contract.

E1.4 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.

E1.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Contract ("**Third Party IP Claim**"), provided that the Supplier shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Authority; and



- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E1.6 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clause E1.3 (d) i) and ii).

E1.7 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.

E1.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clause E1.3 (b) and G2.1 (g)) use its best endeavours to:

- (a) modify any or all of the Goods without reducing the performance or functionality of the same, or substitute alternative goods of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
- (b) procure a licence to use the Intellectual Property Rights and supply the Goods which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Supplier is unable to comply with clauses E1.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Contract immediately by notice to the Supplier.

E1.9 The Supplier grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Goods).

F. CONTROL OF THE CONTRACT

F1 Contract Performance

F1.1 The Supplier shall immediately inform the Authority if any of the Goods are not being or are unable to be supplied, the reasons for non-supply, any corrective action and the date by which that action will be completed.

F1.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter, the Authority may carry out a review of the performance of



the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):

- a) the Supplier's delivery of the Goods;
- b) the Supplier's contribution to innovation in the Authority; whether the Goods provide the Authority with best value for money; consideration of any changes which may need to be made to the Goods;
- c) a review of future requirements in relation to the Goods; and
- d) progress against key milestones.

F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.

F1.4 The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Goods and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Supplier's obligations under the Contract.

F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.

F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.

F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

F2 Performance Indicators

F2.1 The Supplier shall:

- (b) provide the Goods in such a manner so as to meet or exceed the Target Performance Level for each Performance Indicator from the Commencement Date; and
- (c) comply with the provisions of Appendix D – Performance Levels in the Specification in relation to the monitoring and reporting on its performance against the Performance Indicators.

F2.2 If in any Goods Delivery Period:

- (d) a Severe KPI Failure occurs, the Supplier shall comply with the Rectification Plan Process as detailed in sections F6 and F7;



F3 Critical Performance Failure

- F3.1 If a Critical Performance Failure occurs, the Authority may exercise its rights to terminate this Agreement in whole or in part pursuant to sections H2 and H3 or mandate the Rectification Plan Process.
- F3.2 A Critical Performance Failure is defined as 4 or more Service Points per quarter, as per Appendix D – Performance Levels in the Specification.

F4 Changes to Performance Indicators

- F4.1 Not more than once in each Contract Year may the Authority, on giving the Supplier at least 3 months' notice, change the weighting that applies in respect of one or more specific Key Performance Indicator.
- F4.2 The Supplier shall not be entitled to object to any changes made by the Authority provided that the principal purpose of the change is to reflect changes in the Authority's business requirements and/or priorities or to reflect changing industry standards.

F5 Remedies

- F5.1 If the Authority reasonably believes the Supplier has committed a Material Breach and / or a Critical Performance Failure it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
- (a) without terminating the Contract, procure the supply of all or part of the Goods until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier can supply the Goods in accordance with the Specification;
 - (b) without terminating the whole of the Contract, terminate the Contract in respect of some of the Goods only (whereupon a corresponding reduction in the Price shall be made) and thereafter procure a third party to supply those Goods;
 - (c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case; and/or
 - (d) terminate the Contract in accordance with clause H2.
- F5.2 Without prejudice to its right under clause C2 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred in respect of the supply of any part of the Goods by a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for those Goods.



- F5.3 If the Authority reasonably believes the Supplier has failed to supply all or some of the Goods in accordance with the Contract, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.
- F5.4 If the Supplier has been notified of a failure in accordance with clause F5.3 the Authority may:
- (a) direct the Supplier to identify and remedy the failure utilising a Rectification Plan, as detailed in sections F6 and F7, within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
 - (b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.
- F5.5 If the Supplier has been notified of a failure in accordance with clause F5.3, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring utilising a Rectification Plan, as detailed in sections F6 and F7; and
 - (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in clause F5.5 and the progress of those measures until resolved to the satisfaction of the Authority.
- F5.6 If, having been notified of any failure, the Supplier does not remedy it in accordance with clause F5.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Supplier.

F6 Submission of the Draft Rectification Plan

- F6.1 The Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within ten (10) Working Days of the Authority notifying the Supplier of the need for a Rectification Plan. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.
- F6.2 The draft Rectification Plan shall set out:
- (e) full details of the Notifiable Default that has occurred, including a root cause analysis;
 - (f) the actual or anticipated effect of the Notifiable Default; and
 - (g) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).



F6.3 The Supplier shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with section I1 (*Dispute Resolution*).

F7 Agreement of the Rectification Plan

F7.1 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (h) is insufficiently detailed to be capable of proper evaluation;
- (i) will take too long to complete;
- (j) will not prevent reoccurrence of the Notifiable Default; and/or
- (k) will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

F7.2 The Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within five (5) Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.

F7.3 If the Authority consents to the Rectification Plan:

- (l) the Supplier shall immediately start work on the actions set out in the Rectification Plan; and
- (m) the Authority may no longer terminate this Agreement in whole or in part on the grounds of the relevant Notifiable Default,

save in the event of a Rectification Plan Failure or other Supplier Termination Event.

F7.4 The Parties shall meet and discuss the Supplier's performance against any Rectification Plan at the next Performance Management Meeting.



F8 Transfer and Sub-Contracting

- F8.1 Except where both clauses F8.9 and F8.10 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract does not relieve the Supplier of any of its obligations or duties under the Contract.
- F8.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Goods fully in accordance with the Contract.
- F8.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Goods for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause F10 (Audit). If any Sub-Contractor does not allow the Authority access to the records, then the Authority shall have no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.
- F8.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:
- (a) the Sub-Contract contains a right for the Supplier to terminate if the Sub-Contractor does not comply with its legal obligations in environmental, social or labour law;
 - (b) the Sub-Contractor includes a provision having the same effect as set out in clause F8.4 (a) in any Sub-Contract which it awards; and
 - (c) copies of each Sub-Contract are sent to the Authority immediately after their execution.
- F8.5 If the Authority believes there are:
- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
 - (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.
- F8.6 Unless Approved otherwise, if the total value of the Contract over the Term is, or is likely to be, in excess of £5,000,000, the Supplier shall, in respect of Sub-Contract opportunities arising during the Term from or in connection with the provision of the Goods:
- (a) advertise on Contracts Finder those that have a value in excess of £25,000;
 - (b) within 90 days of awarding a Sub-Contract, update the notice on Contracts Finder with details of the Sub-Contractor;



- (c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder and awarded during the Term;
- (d) provide reports on the information in clause F8.6 (c) to the Authority in the format and frequency reasonably specified by the Authority;
- (e) promote Contracts Finder to its suppliers and encourage them to register on Contracts Finder; and
- (f) ensure that each advertisement placed pursuant to F8.6 (a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.

F8.7 The Supplier shall, at its own cost, supply to the Authority by the end of April each year for the previous Financial Year:

- (a) the total revenue received from the Authority pursuant to the Contract;
- (b) the total value of all its Sub-Contracts;
- (c) the total value of its Sub-Contracts with SMEs; and
- (d) the total value of its Sub-Contracts with VCSEs.

F8.8 The Authority may from time to time change the format and the content of the information required under clause F8.7

F8.9 Notwithstanding clause F8.1, the Supplier may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C1 (Payment and VAT)). Any assignment under clause F8.6 is subject to:

- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C2 (Recovery of Sums Due);
- (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (c) the Authority receiving notification under both clauses F8.7 and F8.8.

F8.10 If the Supplier assigns the right to receive the Price under clause F8.9, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F8.11 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority can make payment.

F8.12 Clause C2 continues to apply in all other respects after the assignment and shall not be amended without Approval.



F8.13 Subject to clause F8.14, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

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

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

F8.14 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F8.15, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.

F8.15 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F8.13 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):

- (a) the rights of termination of the Authority in clauses H2 and H3 are available to the Supplier in respect of the Transferee; and
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.

F8.16 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F8.17 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Contract.

F9 Change

F9.1 After the Commencement Date, either Party may request a Change subject to the terms of this clause F9.



- F9.2 Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 3. The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the requested Change. If the receiving Party accepts the Change it shall confirm it in writing to the other Party.
- F9.3 If the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:
- (a) allow the Supplier to fulfil its obligations under the Contract without the Change; or
 - (b) terminate the Contract immediately except where the Supplier has already delivered all or part of the Goods or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I1 (Dispute Resolution).
- F9.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.
- F9.5 The Supplier is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.
- F9.6 Clauses F9.4 and F9.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

F10 Audit

- F10.1 The Supplier shall:
- (a) keep and maintain until 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority;
 - (b) on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract;
 - (c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Goods;



- (d) allow authorised representatives of the Authority and/or the National Audit Office to examine the Supplier's records and documents relating to the Contract and provide such copies and oral or written explanations as may reasonably be required; and
- (e) allow the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

G. LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of clauses D1 or D3 or Schedules 6 or 8; or
- (e) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Goods or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly by any act or omission of the Supplier.

G1.3 Subject to clause G1.1 the Supplier's aggregate liability in respect of the Contract does not exceed 125% of the contract value.

G1.4 Subject to clause G1.1 the Authority's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract.

G1.5 The Supplier is not responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.



G1.6 Subject to clause G1.1, neither Party is liable to the other for any:

- (a) loss of profits, turnover, business opportunities or damage to goodwill; or
- (b) indirect, special or consequential loss.

G1.7 Unless otherwise specified by the Authority, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract including:

- (a) Product indemnity insurance limited to £5,000,000 for any one occurrence;
- (b) cover for death or personal injury, loss of or damage to property or any other loss (limited to £5,000,000 for any one occurrence); and
- (c) employer's liability insurance in respect of Staff .(limited to £5,000,000 for any one occurrence).

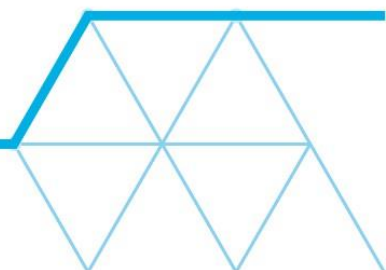
Such insurance policies shall be maintained for the duration of the Term and for a minimum of 6 years following the end of the Term.

G1.8 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.9 If the Supplier does not have and maintain the insurances required by the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

G1.10 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

G1.11 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.





G2 Warranties and Representations

G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
- (b) in entering the Contract it has not committed any fraud;
- (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is 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 have an adverse effect on its ability to perform its obligations under the Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Contract:
 - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and



- iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G2.2 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Contract except those expressly set out in the Contract and the Supplier hereby waives and releases the Authority in respect thereof absolutely.

G3 Tax Compliance

G3.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give the Authority:
 - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

G3.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Goods by the Supplier or any Staff.

H. DEFAULT, DISRUPTION AND TERMINATION

H1 Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:



- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (g) any event similar to those listed in clause H1.1 (a)-(f) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of section 2 of the Mental Capacity Act 2005;



- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clause H1.2 (a)-(g) occurs under the law of any other jurisdiction.

H1.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 ("**Change of Control**"). The Authority may terminate the Contract with immediate effect, if reasonable commercial concerns are identified by the Authority regarding the change of ownership by notice and without compensation to the Supplier within 6 Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control

but is not permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (c) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (e) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (f) any event similar to those listed in clause H1.4 (a)-(e) occurs under the law of any other jurisdiction.



H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (c) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (d) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (e) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (g) any event similar to those listed in clause H1.5 (a)-(f) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5 (a) are references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Termination on Default

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:

- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.



- H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C2.1 or to a Force Majeure Event.

H3 Termination on Notice

- H3.1 The Authority may terminate the Contract at any time by giving 90 days notice to the Supplier. The Authority will enter into an agreement to purchase and pay for any Goods in the Supplier's supply chain which cannot be cancelled or sold on by the Supplier.

H4 Other Termination Grounds

- H4.1 The Authority may terminate the Contract if:
- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
 - (b) the Supplier was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
 - (c) the Supplier has not, in supplying the Goods, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

- H5.1 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Goods supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.
- H5.2 Save as otherwise expressly provided in the Contract:
- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
 - (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C1 (Payment and VAT), C2 (Recovery of Sums Due), D2 (Official Secrets Acts and Finance Act), D3 (Confidential Information), D4



(Freedom of Information), E1 (Intellectual Property Rights), F10 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), and I12 (Governing Law and Jurisdiction).

H6 Disruption

- H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H6.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Contract.
- H6.4 If the Supplier's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Contract may be terminated with immediate effect by the Authority.
- H6.5 If the Supplier is unable to supply the Goods owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

H7 Recovery

- H7.1 On termination of the Contract for any reason, the Supplier shall at its cost:
 - (a) immediately return to the Authority all Confidential Information and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Goods;
 - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
 - (c) immediately vacate any Authority Premises occupied by the Supplier;
 - (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Goods to the Replacement Supplier; and
 - (e) promptly provide all information concerning the supply of the Goods reasonably requested by the Authority for the purposes of adequately understanding the manner in which the Goods have been provided and/or for the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.



- H7.2 If the Supplier does not comply with clause H7.1 (a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

- H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future supply of the Goods.
- H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future supply of the Goods.
- H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.
- H8.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H8.1.
- H8.5
- H8.6 If access is required to the Supplier's Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days' notice of a proposed visit and a list of all persons who will be visiting. Their attendance is subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.7 The Supplier shall co-operate fully with the Authority during any handover at the end of the Contract including allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H8.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the supply of the Goods. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H9 Exit Management

- H9.1 On termination of the Contract the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H9.2 to H9.5.



- H9.2 If the Authority requires a continuation of supply of the Goods on expiry or termination of the Contract, by engaging a third party to supply them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of supply without disruption to routine operational requirements.
- H9.3 The following commercial approach shall apply to the transfer of the supply of Goods if the Supplier:
- (a) does not have to use resources in addition to those normally used to deliver the Goods prior to termination or expiry, there shall be no change to the Price; or
 - (b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier's rates either set out in Schedule 2 or forming the basis for the Price.
- H9.4 When requested to do so by the Authority, the Supplier shall deliver to the Authority details of all licences for software used in supplying the Goods including the software licence agreements.
- H9.5 Within one Month of receiving the software licence information described in clause H9.4, the Authority shall notify the Supplier of the licences it wishes to be transferred and the Supplier shall provide for the approval of the Authority a plan for licence transfer.

H10 Knowledge Retention

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

I. GENERAL

I1 Dispute Resolution

- I1.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.
- I1.2 Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- I1.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.



- I1.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.
- I1.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
 - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
 - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
 - (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I1.6.
- I1.6 Subject to clause I1.2, the Parties shall not start court proceedings until the procedures set out in clauses I1.1 and I1.3 have been completed save that:
- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7;
 - (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7; and



- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I1.7, to which the Authority may consent as it sees fit.

I1.7 If any arbitration proceedings are commenced pursuant to clause I1.6:

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I1.7 (a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

I2 Force Majeure

- I2.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- I2.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- I2.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause I2 to the extent that consequences of the relevant Force Majeure Event:
 - (a) are capable of being mitigated but the Supplier has failed to do so; and/or



- (b) should have been foreseen and prevented or avoided by a prudent provider of goods similar to the Goods, operating to the standards required by the Contract.
- 12.4 Subject to clause 12.5, as soon as practicable after the Affected Party issues the Force Majeure Notice and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued supply of the Goods affected by the Force Majeure Event.
- 12.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 12.6 If, as a result of a Force Majeure Event:
 - (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
 - i) the other Party is not entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - ii) neither Party is liable for any Default arising as a result of such failure;
 - (b) the Supplier fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Goods (or some of the Goods) continue to be supplied in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.
- 12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- 12.8 Relief from liability for the Affected Party under this clause 12 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause 12.7.

13 Notices and Communications

- 13.1 Subject to clause 13.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Jaggaer.
- 13.2 If it is not returned as undelivered a notice served in:
 - (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and



- (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

- I3.3 Notices pursuant to clauses I2 (Force Majeure), I1 (Dispute Resolution) or I7 (Waiver) or to terminate the Contract or any part of the supply of Goods are valid only if served in a letter by hand, recorded delivery or special delivery.
- I3.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

- (a) For the Authority:

The text has been redacted under the exemptions set out by the Freedom of Information Act

- (b) For the Supplier:

The text has been redacted under the exemptions set out by the Freedom of Information Act

I4 Conflicts of Interest

- I4.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.
- I4.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions of the Authority pursuant to this clause I4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

I5 Rights of Third Parties

- I5.1 Clause E1.3 confers benefits on persons named in it ("**Third Party Provisions**" and each person a "**Third Party Beneficiary**") other than the Parties which are intended to be



enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 (“**CRTPA**”).

- 15.2 Subject to clause 15.1, a person who is not a Party has no right under the CRTPA to enforce the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- 15.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.
- 15.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

16 Remedies Cumulative

Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

17 Waiver

- 17.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.
- 17.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 13 (Notices and Communications).
- 17.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

18 Severability

If any part of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Contract shall continue in full effect as if the Contract had been executed with the invalid, illegal or unenforceable part eliminated.

19 Entire Agreement

The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein and supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.



I10 Change in Law

- I10.1 The Supplier is neither relieved of its obligations to supply the Goods in accordance with the terms and conditions of the Contract nor entitled to an increase in the Price as the result of:
- (a) a General Change in Law; or
 - (b) a Specific Change in Law where the effect of that Specific Change in Law on the Goods is reasonably foreseeable at the Commencement Date.
- I10.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause I10.1(b)), the Supplier shall:
- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:
 - (i) change is required to the Goods, the Price or the Contract; and
 - (ii) relief from compliance with the Supplier's obligations is required; and
 - (b) provide the Authority with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; and
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Goods.
- I10.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause I10.1(b)) shall be implemented in accordance with clause F9.

I11 Counterparts

The Contract may be executed in counterparts, each of which when executed and delivered constitute an original but all counterparts together constitute one and the same instrument.

I12 Governing Law and Jurisdiction

Subject to clause I1 (Dispute Resolution) the Contract, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.



SCHEDULE 1 – SPECIFICATION

Prisoner Footwear

Specification of Requirements

Project Ref: prj_9965

Revision History



<i>Version</i>	<i>Date</i>	<i>Details</i>
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1. Part 1 - Introduction and Scope of Specification

1.1. Definitions

1.1.1. All defined terms used in this Specification shall have the same meaning as set out in the Contract unless otherwise expressly stated.

Table 1: Definitions

Authority	Meaning the Ministry of Justice
CCD	Custodial Contracts Directorate
CCMD	Commercial and Contract Management Directorate
Complaint/Incident	Meaning the communication of any issue, incident service failure or grievance by the Authority and/or an Approved User or their employees which the Authority and/or an Approved User or their employees come across as part of its receipt of the Goods and/or Services where the provision of such Goods and/or Services deviates from the terms of the Contract
Contract	Meaning the contract between the Authority and the Supplier for the provision of the Goods and Services
FRT	Finance Response Template
Goods	Meaning the products that will be purchased through the Prisoner Footwear contract
HMPPS	His Majesty's Prison and Probation Service. HMPPS is an executive agency, sponsored by the Ministry of Justice.
HMPS	His Majesty's Prison Service <i>(includes public sector prisons, privately managed prisons, training centers and support offices)</i>



MOJ	The Ministry of Justice
MoJ NDC Branston	Branston National Distribution Centre
NPS	The National Probation Service
IRCPE	Industries, Retail, Catering and Physical Education Services
Services	Meaning any and all of the services to be provided by the Supplier under the Contract, including those set out in this Specification; and for the avoidance of doubt
SOP	Single Operating Platform
Specification	Meaning this document setting out the detail of the Goods and Services
Supplier	Meaning the organisation who provides the Goods and Services under the Contract
Supplier Solution	Meaning the Supplier's proposed solution to delivering the Goods and Services as set out in its Tender Response
Term	Meaning the time period from contract signature to the contract end date

1.2. Introduction

- 1.2.1. For the purposes of this specification, and for the avoidance of doubt, reference to HMPPS is taken to mean all Public Sector Prisons and Approved Premises in England and Wales.
- 1.2.2. The Authority delivers the government's vision and investment to make prisons places of safety and reform and ensuring probation services support the rehabilitation of offenders while protecting the public. We work to provide safe and supportive environments, where people work through the reasons that caused them to offend and prepare for a more positive future.
- 1.2.3. This Specification relates to a Contract for Prisoner Footwear. The information contained within this document forms the basis of the criteria against which Supplier performance will be measured.
- 1.2.4. The Authority have a requirement to provide footwear for male and female prisoners. There are several needs including use on the wing, attending work, and undertaking physical activities. Prisoners have the opportunity to purchase their own footwear from a catalogue for use in some areas, but the Authority has a duty to provide appropriate footwear to all that require it. The Authority must be sensitive to the environment inside a



prison and the social impact on those wearing Authority issued footwear, therefore consideration to appearance as well as functionality is important.

1.3. Scope

- 1.3.1. The scope of this document will cover the Prisoner Footwear requirement across the Authority settings as detailed throughout this Specification.
- 1.3.2. The scope is accurate at the time of publication of this Specification. However, the Authority reserves the right to change the Scope of the Contract throughout the Term in accordance with the terms of the Contract.
- 1.3.3. Any future amendments to the Scope will be undertaken in line with the Change Control Process, as detailed in the Contract terms and conditions.
- 1.3.4. The Supplier will be required to source and deliver bulk quantities of goods as outlined in this document, as requested, to MoJ NDC Branston, Burton Road, Branston, Burton-On- Trent, Staffordshire, DE14 3EG.
- 1.3.5. Wherever any British Standard is referred to in these Documents, equivalent or International Standards may be submitted.
- 1.3.6. The contract will be placed for a duration of 3 years with options to extend up to 2 years through one (1) year, plus one (1) year extensions. An extension would be activated on both parties' agreement, following the Change Control Process.



2. Part 2 – Goods and Service Requirement

2.1. Summary of Requirements

2.1.1. The Prisoner Footwear requirement is for 7 products, as listed in Table 1, below.

2.1.2. All volume data provided is for illustrative purposes only and should be treated as best estimates at the time of publication of this Specification.

Table 2: Contract Products

Contract Products	
Product	Indicative Annual Quantity
MEN'S STANDARD FIT SAFETY WORK BOOT	45,792
WOMEN'S STANDARD FIT SAFETY WORK BOOT	1,740
MEN'S INDOOR SLIPPER	18,000
UNISEX CASUAL SHOE	37,438
MEN'S TRAINER	26,628
WOMEN'S TRAINER	1,704
UNISEX SHOWER SLIDER	6,204

2.2. Technical Specifications

2.2.1. The Supplier must supply all products in compliance with the technical specifications at Appendix A.

2.2.2. Suppliers will be asked at ITT to list the colours that each product is available in, that would be charged as the same price as per the tender commercial offering. This will not be scored but is for the Authority's consideration. The final colour of each product will be agreed at Mobilisation.

2.2.3. Contract Seals must be provided during the mobilisation period.

2.2.4. The Supplier must obtain written permission from The Authority representative(s) before altering or changing any aspect of the specification set out in this document. Any proposed changes must be demonstrable to be improvements to the products and services, and only proposed after full consultation.



2.2.5. The Authority reserves the right to seek independent advice in its consideration of alterations or changes proposed by the Supplier. The Authority also reserves the right to require any alteration or change proposed by the Supplier to be evaluated by an independent party nominated by The Authority and the costs of the evaluation to be paid for by the Supplier. If a change in the specification is approved by the Authority, it will be undertaken in line with the Change Control Process.



2.3. Value

2.3.1. The anticipated whole-life spend for Prisoner Footwear contract is £9,300,000 (ex-VAT) and for the initial 3-year contract term is approximately £5,200,000 (ex-VAT). Year 1 of the contract is anticipated to be in the region of £1,600,000, with each year the spend increasing.

2.3.2. The Authority provides no guarantees of volumes, monetary commitment or future requirements whatsoever. All quantities provided within this document are based on historical usage figures over the last three years and are provided for illustration purposes only. The Covid pandemic had a material impact on usage of some footwear items, which are now steadily returning to pre-Covid usage. The requirement also contains some new products. The volumes provided are therefore based on best estimates of future usage. Volume and therefore spend are also affected by demand for the goods and any changes in the estate e.g. the opening of new HMPPS Establishments.

2.4. Volumes

Table 3: Men's Work Boot

Men's Standard Fit Safety Work Boot	Indicative Annual Quantity
Size 5	468
Size 6	2400
Size 7	6000
Size 8	10140
Size 9	11400
Size 10	6540
Size 11	5220
Size 12	2640
Size 13	648
Size 14	336



Table 4: Women's Work Boot

Women's Standard Fit Safety Work Boot	Indicative Annual Quantity
Size 3	36
Size 4	72
Size 5	276
Size 6	420
Size 7	468
Size 8	432
Size 9	36

Table 5: Men's Indoor Slipper

Men's Indoor Slipper	Indicative Annual Quantity
Size 4	24
Size 5	84
Size 6	492
Size 7	1704
Size 8	3264
Size 9	4320



Size 10	3444
Size 11	2664
Size 12	1764
Size 13	120
Size 14	120

Table 6: Unisex Casual Shoe

Unisex Casual Shoe	Indicative Annual Quantity
Size 3	96
Size 4	1128
Size 5	3468
Size 6	5184
Size 7	7824
Size 8	8040
Size 9	6012
Size 10	3840
Size 11	852
Size 12	912
Size 13	53
Size 14	29



Table 7: Men's Trainer

Men's Trainer	Indicative Annual Quantity
Size 4	72
Size 5	876
Size 6	2016
Size 7	4428
Size 8	5028
Size 9	5316
Size 10	4752
Size 11	2412
Size 12	1608
Size 13	72
Size 14	48

Table 8: Women's Trainer

Women's Trainer	Indicative Annual Quantity
Size 3	36
Size 4	120
Size 5	288
Size 6	348
Size 7	468
Size 8	348



Size 9	96
--------	----

Table 9: Unisex Shower Slider

Unisex Shower Slider	Indicative Annual Quantity
Size 3	24
Size 4	96
Size 5	300
Size 6	456
Size 7	768
Size 8	924
Size 9	1104
Size 10	1020
Size 11	780
Size 12	540
Size 13	108
Size 14	84

2.5. Product Samples

2.5.1. Bidders are required to submit non-returnable sample of their final offering, free of charge, as listed below, for evaluation purposes. Along with the sample, a test report is required, if applicable to the product, in line with the technical specification.



Table 10: Product Samples Requirements

Sample	Size	Number of Samples
MEN'S STANDARD FIT SAFETY WORK BOOT	9	1
WOMEN'S STANDARD FIT SAFETY WORK BOOT	6	1
MEN'S INDOOR SLIPPER	9	1
UNISEX SHOWER SLIDER	6	1
UNISEX SHOWER SLIDER	9	1

All samples sent to the Authority must contain the following labelling criteria:

Table 11: Sample Specification Label

Sample Specification
Sample Number
General Description
Technical Standard / Report (if applicable)
Size Range
Colour

2.5.2. Samples must be sent at the same time as those products for the trial, by 17th October 2023 to the following address:

NDC Branston

Burton Road

Branston

Burton Upon Trent

Staffordshire

DE14 3EG



2.5.3. Throughout the life of the contract if required e.g. where a product is changed or added further samples and test reports will be required.

2.5.4. The request to supply samples shall not bind the Authority to accept any offer submitted.

2.6. Trial

2.6.1. Bidders are required to submit non-returnable trial products, free of charge, as listed below, for evaluation purposes. The Unisex Casual Shoe for the trial must be navy with a white bumper and the Men's and Women's Trainer must be navy. This does not mean this will be the final colour way of the product but for the trial it is designated so as to eliminate colour of product as an influencing factor. Along with the trial products, a test report is required, if applicable to the product, in line with the technical specification.

Table 12: Trial Requirements

Product	Size	Number of Products
UNISEX CASUAL SHOE	6	6
UNISEX CASUAL SHOE	9	6
MEN'S TRAINER	9	6
WOMEN'S TRAINER	6	6

2.6.2. All trial products sent to the Authority must contain the following labelling criteria:

Table 13: Trial Product Specification Label

Product Specification
Product Number
General Description
Technical Standard / Report (if applicable)
Size Range
Colour



2.6.3. Products for Trial must be sent at the same time as the samples, by 17th October 2023 to the following address:

NDC Branston

Burton Road

Branston

Burton Upon Trent

Staffordshire

DE14 3EG

2.6.4. The request to supply products for a trial shall not bind the Authority to accept any offer submitted.

2.7. Contract Seal

2.7.1. The Supplier must provide a sample of each product that makes up the requirement, that will form the 'Contract Seal'.

2.7.2. All products will be provided with a guarantee of specification and quality. Products provided that do not meet the required quality will need to be replaced with no additional costs to be incurred by the Authority.

2.7.3. Part of contract mobilisation shall include the Authority's approval of the final sealed sample of each product prior to production. At this stage samples must be provided to the correct design and colour shade. The sealed sample will become the 'Contract Seal'.

2.7.4. The 'Contract Seal' shall include the following information:

2.7.4.1. Technical specification for each product stating the performance standards, testing, packaging details, size and width range.

2.7.4.2. Sealed sample conforming to the standard agreed in the technical specification. The sealed sample shall include a label detailing the following:



Table 14: Contract Seal Product Specification Label

Product Specification
Product Number
General Description
Size Range
Colour

- 2.7.5. The Authority will require two (2) sets of the Contract Seal. One set will be signed and approved by the Authority and sent back to the Supplier. One set will be held by the Authority.
- 2.7.6. In accordance with the contract terms, all attributes of the 'Contract Seal' shall be vested in the Authority. For the avoidance of doubt, the Supplier shall not offer any technical specifications, sealed sample or test reports to any other party without the prior written consent of the Authority (which shall not be unreasonably withheld).
- 2.7.7. A 'Contract Seal' product and confirmatory test report for each item must be provided annually, throughout the life of the contract.

2.8. Location

- 2.8.1. The requirement is for delivery of the products to one central distribution centre; MoJ Branston National Distribution Centre (NDC), Burton Road, Staffordshire, DE14 3EG. Please see Appendix B for Map.
- 2.8.2. Over the duration of the contract the above establishment may be expanded and others opened. Suppliers will be expected to deliver to any location as requested by the Authority, within the term of this Contract. Notification of any such sites shall be communicated to the Supplier as soon as known and changes will be undertaken in line with the Change Control Process.



3. Part 3 – Delivery Requirement

3.1. Delivery

- 3.1.1. The Supplier must deliver bulk volumes of Goods to a single HMPPS storage and distribution centre currently located at the following address:

NDC Branston
Burton Road,
Branston,
Burton upon Trent
Staffs DE14 3EG

- 3.1.2. All delivery costs are to be met by the Supplier and should be reflected in their pricing proposal at tender stage. No separate delivery charges will be paid.
- 3.1.3. Due to the nature of the environment in which the Authority operates the Supplier will need to be prepared to arrange delivery around operational constraints these include but are not limited to:
- 3.1.3.1. Security checks on vehicles and personnel coming in and out
 - 3.1.3.2. Staff constraints on times slots for delivery and limited access
- 3.1.4. The packaging of deliveries into Branston is to be discussed and agreed between the Supplier and the Authority at mobilisation.
- 3.1.5. Further details around delivering to NDC Branston can be found in Appendix C.

3.2. Booking and Pre-Delivery

- 3.2.1. All deliveries to the MoJ NDC Branston must be booked at least 3 full working days ahead of the desired delivery date, by calling the booking line number; 01283 496004.
- 3.2.2. Suppliers must quote the valid purchase order number that the delivery relates to and the MoJ NDC Branston team will provide the Supplier with an Advance Shipping Notice (ASN) number from their WMS (warehouse management system) and a date and time for delivery will also be provided.
- 3.2.3. Suppliers must quote the ASN Number and valid PO number on all delivery notes, or the delivery will be rejected.
- 3.2.4. Where goods are to be delivered in sealed shipping containers originating from outside the UK, a packing list and shipping progress note must be supplied (attached to an e-mail) to MoJ NDC Branston within one week of the goods leaving the country of origin. As a minimum, the container number, seal number, Supplier name, expected date of arrival, PO



number, item numbers and quantities must be quoted. This information will be used to make a pre-booking and allow necessary checks to be carried out in advance of delivery. On arrival in the UK, the shipping agents must contact MoJ NDC Branston, by e-mail, quoting the container number and the latest date by which the container must be received to avoid demurrage charges, in order to arrange a date and time for the container to be received. MoJ NDC Branston receipts team will respond with the booking details.

All email correspondence should be addressed to the 'Goods In' team Leader; **The text has been redacted under the exemptions set out by the Freedom of Information Act**

3.2.5.

3.2.6. Suppliers' delivery vehicles must be appropriately sized to fit industry standard loading docks. The NDC Branston dock leveller is 2 metres wide, therefore, the Supplier delivery vehicle rear door opening must be wide enough to work with these measurements. The dock leveller has a working height range of 0.55m to 1.6m from the external ground level, therefore, the vehicle floor must be in this range.

3.2.7. The Supplier delivery vehicle must have suitable flooring that allows the pallets to be off-loaded using a powered pallet truck. It must be able to take the weight of the pallet truck, plus load, which could be up to 2845 kg; the flooring should be non-slip, i.e., wooden or composite material, not metal, unless it has a non-slip design.

3.2.8. NDC Branston staff will be responsible for the off-loading of all deliveries, therefore, Supplier delivery drivers must surrender their vehicle keys once parked on a loading dock.

3.2.9. The Authority expects the Supplier to be aware of and to comply with any reasonable requests made by the Authority and MoJ NDC Branston staff whilst on site, and to comply with any aspects of the conditions of the contract that mention security procedures. Please see Appendix C for Health & Safety Guidance for Visitors at NDC Branston.

3.2.10. Supplier delivery drivers must wear hi-visibility vests while on site, to be provided by the Supplier. NDC Branston do not provide PPE.

3.2.11. The Supplier will ensure that all personnel entering any of the Authority's Sites will carry official photographic forms of identification.

3.2.12. The Supplier shall comply with the requirements relating to the restriction of items allowed to be brought into a Site. The discovery of any prohibited items may result in the entire consignment being returned at the Supplier's expense and will be viewed as a breach of contract. Prohibited items are:

3.2.12.1. Controlled Drugs

3.2.12.2. Explosives

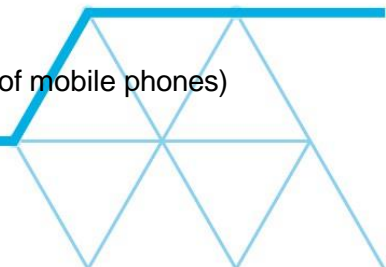
3.2.12.3. Firearms/Ammunition

3.2.12.4. Offensive Weapons

3.2.12.5. Alcohol

3.2.12.6. Mobile Phones (Crown Immunity does not cover conveying of mobile phones)

3.2.12.7. Cameras





3.2.12.8. Sound-Recording Device

3.2.12.9. Metal Objects

3.3. Labelling

3.3.1. Suppliers must ensure that their labelling meets the following requirements;

3.3.1.1. All cartons must be labelled on four opposite sides to ensure they can be seen once stacked on a pallet.

3.3.1.2. Labels must be printed, properly fixed, easily accessible and must include the following details;

3.3.1.2.1. Full Supplier details

3.3.1.2.2. Product number – this information must be displayed on the label in font size 72 so clearly visible

3.3.1.2.3. Product description.

3.3.1.2.4. Total carton length

3.3.1.2.5. Total carton weight – This is required to ensure that manual handling procedures can be adhered to

3.3.1.2.6. Batch number

3.3.1.2.7. Date manufactured

3.3.2. The label format will be reviewed and signed off by the Authority at the mobilisation meeting.

3.3.3. Suppliers should be aware that due to strict operational restrictions involved in the MoJ environment, it is imperative that all deliveries are made within the timeslots that have been agreed. Vehicles must arrive no more than 30 minutes before or after the time allocated.

3.3.4. Vehicles that arrive before the scheduled 'window' may be asked to wait until they are called to a loading bay. Deliveries shall not, except by prior arrangement, be accepted by the Authority outside of these timeslots. No additional charges shall be applied for re-delivery where the original delivery was made outside the agreed timeslot.

3.4. Refused Deliveries and Rejected Loads

3.4.1. Staff at the MoJ NDC Branston will not sign for an exact quantity on delivery, only for a number of cartons, due to the considerable length of time this would take with drivers waiting on site. NDC Branston will sign for the goods as 'unchecked' so that the delivery vehicle can leave, and a full check will take place shortly after delivery. The Authority will notify the Supplier of any discrepancies.

3.4.2. If MoJ NDC Branston identify any discrepancies or damage found at the initial checking stage, they will make note of this to the Supplier delivery driver and on the delivery paperwork/drivers copy.



- 3.4.3. If MoJ NDC Branston identify any discrepancies or damage during the second check they will notify CCMD and CCG who will notify the Supplier.
- 3.4.4. Failed deliveries and incomplete deliveries must be re-booked and a new ASN number will be provided by MoJ NDC Branston.
- 3.4.5. Suppliers must quote the ASN number when querying bookings and collections with MoJ NDC Branston.
- 3.4.6. Deliveries will be refused and or rejected if:
- 3.4.6.1. MoJ NDC Branston determine that the delivery load is poorly stacked or unsafe
 - 3.4.6.2. If delivery loads are loose and not palletised
 - 3.4.6.3. If delivery pallets do not meet Authority requirements and/or damaged
 - 3.4.6.4. If pallet dimensions are exceeded
 - 3.4.6.5. If documentation is incorrect or insufficient
 - 3.4.6.6. If the quantity of goods delivered is not correct
 - 3.4.6.7. If carton size or pack quantities are incorrect and do not meet the Authority packaging specification
 - 3.4.6.8. If products are incorrectly labelled or do not detail the required information
 - 3.4.6.9. If the pallet weighs in excess of 600kgs (goods plus the pallet itself must not exceed 600kgs)
 - 3.4.6.10. If the delivery vehicle is not booked in, or, arrives after appointed time (allowing for the 30 minute delivery 'window')
- 3.4.7. Any amendments to standard delivery requirements must be agreed with MoJ NDC Branston and CCD prior to delivery. The Supplier must submit any proposed amendments via email to MoJ NDC Branston and CCD with full details of the required changes, along with explanations as to why the standard procedures cannot be applied. Email proposals must be submitted to linda.smith3@justice.gov.uk , Christian.Sorensen@justice.gov.uk and Mohamed.Elmugadam@justice.gov.uk for review and a decision will be made as to whether the changes will affect NDC Branston operations and if it can be approved.
- 3.4.8. If the Authority rejects any deliveries, or where urgent operational circumstances require non-acceptance of deliveries, the Supplier and the Authority will agree a suitable time for the Goods to be re-delivered, within 48 hours of a rejected delivery.

3.5. Delivery Paperwork

- 3.5.1. Suppliers must ensure that all deliveries to the MoJ NDC Branston are accompanied by delivery paperwork which must include a valid purchase order number, ASN number, consignment quantity and supplier contact details
- 3.5.2. The delivery note format will be reviewed and signed off by the authority at the mobilisation meeting.



- 3.5.3. Each delivery consignment must be signed as received by the Authority representative at NDC Branston, including legible printed name, date and signature of the receiver. This will constitute proof of delivery for the Supplier - pending any adjustments following the full check.

3.6. Delivery Discrepancies

- 3.6.1. In the event that the Authority experiences a delivery discrepancy (i.e. full order not fulfilled), this shall be communicated to the Supplier by telephone or email, identifying the original purchase order number. The Supplier shall investigate the matter and re-supply the goods. The Supplier shall be liable for the cost of collection and re-delivery for discrepancies.
- 3.6.2. Where the Supplier claims delivery has taken place, the Authority shall require a legible proof of delivery to ascertain a delivery has been made in the event of a dispute.
- 3.6.3. Where the Supplier and Authority are in dispute, this shall be escalated to the Authority Liaison's manager for discussion with the Supplier Contract Manager. In the event that a resolution cannot be agreed then the dispute resolution process, Clause I1 in the contract terms and conditions will be invoked.

3.7. Substitute Items

- 3.7.1. Substitute items shall not be dispatched without the expressed permission of the Authority. The Authority liaison must be notified of any stock outs during the life of the contract, as soon as the Supplier is aware of them.
- 3.7.2. In the event of a substitute being authorised and dispatched and the product code, line description or price is different, then the Supplier shall advise the Authority to cancel the order and re-submit the purchase order under the correct description, code and price to facilitate electronic invoice matching.

3.8. Returns

- 3.8.1. In the event that goods are to be returned to the Supplier, where the goods do not meet the required quality or where the goods do not meet the requirements stated within the purchase order, said goods shall be collected by the Supplier and re-delivered at their own expense.
- 3.8.2. The Supplier must accept returns within 28 days of the delivery date where items are returned by the Authority unused, in a saleable condition, with their original packaging and with all component parts and any promotional items.



4. Part 4 – Administration and Payments

4.1. Ordering

- 4.1.1. The Supplier must provide a nominated email address for receiving orders.
- 4.1.2. Orders must be confirmed as received and accepted by the Supplier within 48 hours, via return of email. The maximum lead time the Authority will accept for products into NDC Branston is 12-weeks from acceptance of order. In exceptional circumstances the Authority may agree a specific delivery date with the Supplier, where a forward order is placed.
- 4.1.3. The authority reserves the right to change the ordering process, ensuring that the Supplier is given sufficient notice.

4.2. Compliant Invoices

- 4.2.1. Suppliers shall submit all invoices to apinvoices-nms-u@gov.sscl.com.
- 4.2.2. All invoices are subject to a three-way matching process (Purchase Order, receipt, and Invoice) prior to payment being made to the Supplier. The Authority operates a 'no PO no pay' policy. The Supplier shall not accept telephone orders from the Authority, without a valid PO. The Supplier shall ensure that there is no discrepancy between the invoice lines, quantity and price from the original purchase order. Failure to submit a compliant invoice will result in the payment going on hold and payment may be delayed.
- 4.2.3. A complaint invoice must:
 - 4.2.3.1. Be received at the correct billing address
 - 4.2.3.2. Quote a valid Purchase Order (PO) number (clearly printed on the PO)
 - 4.2.3.3. Be to a total agreed sum
 - 4.2.3.4. Not be sent to the delivery address or with delivery note
 - 4.2.3.5. List product lines broken down by product code
 - 4.2.3.6. Give quantity purchased, and individual prices in addition to a line totalBack Order Notification.

4.3. Payment Model

- 4.3.1. The Supplier will be paid according to the pricing schedule provided. Prices must not exceed those provided as part of their tender but may reflect volume discounts etc.
- 4.3.2. All prices must include any picking, delivery/travel costs. These costs will not be paid separately.



- 4.3.3. Following the award of contract, prices will be firm for the first twelve (12) months of the contract after which either the Supplier or Authority may request a price review.
- 4.3.4. Either the Supplier or Authority may request a price review a maximum of once every six (6) months to take account of any changes in market conditions. Any changes shall be considered through the Change Control Process outlined in the terms and conditions. No changes shall be applied until a contract change notice form is signed by both parties and received by the Authority.
- 4.3.5. Price reviews will be timed to coincide with each order placed by the Authority. Invoice price must reflect PO price at the time of order.
- 4.3.6. The Supplier is also required to notify the Authority of any reductions in pricing, and these are required to be passed onto the Authority.
- 4.3.7. The Supplier must provide the Authority with evidence of price movements, both increasing and reducing and where applicable provide evidence of any commodity movements, both increasing and reducing at the price review meetings. Where inflation is a contributing factor to price movement, Consumer Price Index (CPI) is to be used rather than Retail Price Index (RPI).



5. Part 5 – Contract Management

5.1. Contract Liaison

- 5.1.1. The Authority will appoint an Operational Contract Manager to be the main contact for the Supplier, who will be responsible for managing the overall contract performance.
- 5.1.2. The Supplier will provide a named individual as a dedicated contract liaison who will act as an interface between the Supplier and the Authority representatives. Suppliers shall provide a telephone and e-mail address for making contact during the office hours of 9.00am-5.00pm, Monday – Friday (excluding bank holidays). This is to allow the Authority access to contract services such as, but not limited to, quotations, general enquiries, product information, technical queries and advice, expediting orders, report discrepancies, arrange collections and raise a complaint.
- 5.1.3. In the event the Supplier's contract liaison is replaced, the replacement's contact details shall be submitted to the Authority as soon as known.

5.2. Meetings

- 5.2.1. The Supplier will attend a 'Kick-off' meeting with the Authority, within two weeks of Contract signature. This Kick-off meeting will begin the mobilisation period. Details of the mobilisation period can be found in section 5.3. As a minimum this meeting must be attended but the Supplier's liaison for the contract and manager.
- 5.2.2. The Supplier's contract liaison shall meet with the Authority contract manager over the term of the Contract. Meeting Schedules and locations will be agreed at the mobilisation meeting, however, anticipated to be on a quarterly basis as a minimum. No additional charges or costs for attendance of these meetings will be passed onto the Authority or any Stakeholders.
- 5.2.3. The agenda and Terms of Reference are to be agreed at mobilisation. As a minimum, these meetings will cover:
 - 5.2.3.1. Review of previous period's performance
 - 5.2.3.2. Detailed review against KPI's
 - 5.2.3.3. Risks, issues, and actions
 - 5.2.3.4. Specific delivery and/or quality issues if relevant
 - 5.2.3.5. Forward plan
 - 5.2.3.6. Continuous Improvement
 - 5.2.3.7. Social Value
 - 5.2.3.8. Customer Satisfaction
 - 5.2.3.9. Delivery of Obligations
 - 5.2.3.10. Opportunities for Improvement
 - 5.2.3.11. Complaints and Issues
 - 5.2.3.12. Annual business review



- 5.2.4. Meetings may be required more regularly if any issues or failures occur during the contract.
- 5.2.5. Annually the Authority will perform a Credit Reference check on the Supplier and this will be discussed at the management meeting following the check taking place.
- 5.2.6. If, for whatever reason, the Supplier's contract liaison identifies any potential problem in meeting the requirements of the contract, these should be brought to the Authority's attention without delay and an ad-hoc meeting may be arranged.

5.3. Mobilisation

- 5.3.1. The Supplier must produce a robust Mobilisation Plan, that will be provided as part of their bid, and work in conjunction with The Authority to ensure that mobilisation is successfully completed.
- 5.3.2. A mobilisation meeting will be required within 2 weeks of Contract signature. As a minimum the agenda will consist of the following:
 - 5.3.2.1. Introductions
 - 5.3.2.2. Roles and Responsibilities
 - 5.3.2.3. Working with the Authority
 - 5.3.2.4. Mobilisation Plan
 - 5.3.2.5. Contract Seal
 - 5.3.2.6. Footwear Colour
 - 5.3.2.7. Setting Supplier Performance KPI's
 - 5.3.2.8. Order fulfilment in sufficient time to meet the Service Commencement Date
 - 5.3.2.9. Packaging
 - 5.3.2.10. Label and Delivery Note Format
 - 5.3.2.11. Sustained Supply & Contingency
 - 5.3.2.12. Identify and mitigate key risks and challenges.
 - 5.3.2.13. Ongoing Contract Management including Provision of Management Information
 - 5.3.2.14. Contract Meeting Terms of Reference, Schedules and Agendas
 - 5.3.2.15. Customer Support contact and Complaints Procedure
- 5.3.3. If required by the Authority, the Supplier shall:
 - 5.3.3.1. Register and comply with any reasonable eMarketplace solution adopted for invoicing and procurement catalogues by the Authority; and
 - 5.3.3.2. Submit a structured electronic invoice in an Electronic Data Interchange or XML formats.

5.4. Customer Support

- 5.4.1. Customer service support must be available at no additional cost within office hours of 9.00am-5.00pm, Monday – Friday (excluding bank holidays). The Supplier must provide an



email address and phone number for customer support. This is to be provided at the Kick-off meeting during mobilisation.

- 5.4.2. The customer service support must be accessible to people with differing communication needs. In the event of reasonable adjustments being required, these shall be agreed at the Contract Management meeting, or on an ad-hoc basis between the Authority and Supplier liaison.

5.5. Complaints Procedure

- 5.5.1. The Supplier shall ensure that it has a comprehensive and efficient Complaints Procedure that allows the Authority to process Complaints in respect of the Goods and/or Services ("Complaints Procedure").
- 5.5.2. The Complaints Procedure shall be clearly signposted to the Authority, to ensure that they are clear on how to process a Complaint and report an Incident.
- 5.5.3. Where the Authority have a Complaint, such as but not limited to, goods supplied do not meet the quality requirements referred to in this document, the Authority shall notify the Supplier in writing, detailing the concerns as soon as discovered.
- 5.5.4. The Supplier must acknowledge receipt of a Complaint within 48hrs. The Supplier shall seek to resolve all Complaints and Incidents within 5 working days of becoming aware or being notified of such Complaint or Incident.
- 5.5.5. Should a complaint remain unresolved after 5 working days, then it must be escalated to a higher level of management than the contract liaison. The details of this person must be communicated with the Authority at mobilisation. A final or interim written response shall then be required within 5 working days.
- 5.5.6. Where a Complaint remains unresolved for more than 10 Working Days, the Supplier is required to provide the Authority details of the reasoning for the delay and the anticipated timescale for solution, via email on day 11 day after the Complaint. The Authority may require the Supplier to undergo the Rectification Plan Process (as set out in the Contract).
- 5.5.7. If required by the Authority, the Supplier shall, within 10 Working Days of request, provide further detail on any Complaints or Incident(s) identified by the Authority, including if required by the preparation of an Incident Report.
- 5.5.8. The Supplier will report on Complaints as part of the Management Information, as detailed in section 5.7.

5.6. Risk Management

- 5.6.1. A risk register will be managed and maintained by the Contract Management Team (comprising of the Authority, along with the Supplier). The Supplier will be expected to



contribute to and take responsibility for identifying and managing arising risk. This includes rating the risk according to probability, impact, detectability and importance. Each risk will be assigned an owner, a contingency plan and require target dates for when the risk will either be mitigated, accepted, transferred, or avoided.

5.7. Management Information

5.7.1. Suppliers are required to provide the following management information on a quarterly basis in arrears, by the 10th working day of the month:

5.7.1.1. Suppliers must provide a breakdown of all orders including but not limited to: contact name, item description, cost, order date, delivery date, and purchase order number, invoice number and payment date.

5.7.1.2. The report should also include spend to date together with volume per product line.

5.7.1.3. Any foreseen risks/issues with capacity or ability to deliver the Goods and/or Services in accordance with the Contract must be highlighted in the report, with suggested mitigation.

5.7.1.4. Report in full on all complaints and incidents including their status at that point in time, along with details of what the Supplier plans to do to rectify any unresolved Complaints or Incident.

5.7.2. All management information reports must be submitted in a Power Point format, via email to the Authority at ccd.governanceandrisk@justice.gov.uk.

5.7.3. The Authority reserves the right to introduce a new Authority reporting system throughout the Term which may encompass performance data for the Contract.

5.8. Key Performance Indicators (KPIs)

5.8.1. The Supplier shall submit an Excel report within 10 working days of the end of each quarter to the Authority, via email. The report shall detail performance against each of the KPIs.

5.8.2. Appendix D provides guidance on Performance Level monitoring.



Table 15: KPIs

<i>KPIs</i>			
KPI ref	KPI	Description	Service Level
KPI 1	Order Fulfilment	Delivered within 12 weeks from accepting an order (as defined in 4.1.2 of this Specification).	98%
KPI 2	Management of Complaints	The Authority to be notified of the intended corrective actions within 5 working days from acknowledgement, which should be made within 48 hours, as per section 4.1 of this Specification, of complaint.	99%
KPI 3	Faulty Products	Supplier credit the Authority for faulty products within 10 working days of notification.	99%
KPI 4	Social Value - Recycling materials	Annually, the Supplier must submit a report demonstrating a 5% increase in the amount of recyclable product packaging, from the baseline provided at ITT stage, including that used by product manufacturers and any transit carriers, in use across the Supplier's product range annually for the term of the contract. If / once a maximum of 100% of recyclable product packaging is reached, the Supplier will be reported as meeting the KPI.	5%

5.9. Quality Management

- 5.9.1. The Supplier shall maintain a full quality management system which shall conform to BS EN ISO 9000 and its families or equivalent. As and when reasonably required, the Authority shall be entitled to request batch samples of independent testing, and to conduct independent audits of the management system.



- 5.9.2. Quality systems shall be managed by a suitably qualified person who shall ensure the execution of approved procedures including full compliance with relevant industry standards. The Supplier shall exercise due diligence in the appointment, and subsequent management of their Suppliers, ensuring at all times that the quality and integrity of products are consistent with the Authority's requirements and performance standards, as set out in the Contract.
- 5.9.3. As part of the quality control systems, the Supplier shall ensure strict product quality inspection regimes are in place throughout the product supply chain, including final inspection within its premises prior to delivery to the Authority.
- 5.9.4. The Supplier shall establish and maintain systems, procedures, and processes within its supply chain to provide full product traceability, and in the event of product failure or defect, the Supplier shall ensure there is a comprehensive product recall procedure. Details of these shall be submitted to the Authority.
- 5.9.5. If a problem with a product is identified by the Supplier that necessitates product recalls, these should be reported to the Authority immediately together with the details of the products affected. Any costs associated with the removal of products that have been recalled shall be borne by the Supplier. The Supplier and the Authority will attend a meeting to agree a resolution within 10 working days of notification of the product recall.
- 5.9.6. At its discretion, the Authority can undertake or commission quality assurance of the Supplier and/or products listed in the specification throughout the Term.

5.10. Exit Plan

- 5.10.1. The Supplier must produce an Exit Plan in line with the Contract. The Exit Plan must be produced within the first 6 months of the contract and submitted to the Authority. Any revisions of the Exit Plan must be conducted annually, communicated and agreed with the Authority as they occur through the life of the contract.
- 5.10.2. The Exit Plan must include, as a minimum, but not limited to the following:
- 5.10.2.1. Timescales from start to finish to ensure we commence exit planning at the most appropriate point
 - 5.10.2.2. The key risks during exit
 - 5.10.2.3. Allocated responsibility for execution of the exit plan
 - 5.10.2.4. At the point of implementation of the exit plan provision of details of a) outstanding invoices and b) outstanding orders for the purposes of monitoring through exit
 - 5.10.2.5. details of the latest date that orders can be submitted by The Authority to ensure products are delivered by the end of the contract.



6. Part 6 – General Requirements

6.1. Sub-Contracting

- 6.1.1. Suppliers must make clear to The Authority all subcontracting arrangements at the point of tender and as and when any changes are planned by the Supplier through the life of the Contract. These arrangements must include but not limited to, the internal quality assurance process and full details of the proposed sub-contractors.
- 6.1.2. Where the use of a sub-contractor has been approved by the Authority, the Supplier shall remain wholly responsible for the conduct and performance of supply of the contract, and shall ensure that the sub-contractor whilst they are involved in the supply of the contract on the Supplier's behalf, maintains those standards.
- 6.1.3. The Supplier shall be responsible for ensuring that any sub-contractor is aware of the security restrictions as detailed in this document.
- 6.1.4. The Supplier is responsible for the selection criteria it adopts in the selection of its subcontractors and their supply-chain. The Supplier is responsible for the ongoing monitoring and audit of their processes, systems, and KPIs to ensure that the Contract KPIs are maintained.
- 6.1.5. If, during the life of the Contract, the Supplier wishes to make changes to their subcontractors or supply chain, they must notify the Authority prior to the change being made and gain written approval from the Authority. The Authority must not be disadvantaged by any changes however, approval shall not be unreasonably withheld by the Authority. The Supplier should have a clear process for the changes in their supply chain or subcontractors.

6.2. Supply Chain

- 6.2.1. The Supplier is required to provide full details of the supply chain attached to any aspect of this specification, including but not limited to full details of their procurement policies and processes, bidder's appraisals, quality management of Suppliers, current Suppliers pertinent to this requirement, lead times and contingency plans.
- 6.2.2. Suppliers are required to complete a Modern Slavery Assessment Tool (MSAT) at the point of tender, to provide the Authority with an in-depth assessment as to whether there are or are potential areas of concern regarding Modern Slavery in the Suppliers' supply chain. The winning Supplier is obligated to update their MSAT annually throughout the life of the contract and submit it to the Authority. This will be reviewed and monitored by the Authority, with the expectation the Supplier's score will remain the same or improve. Should this not be the case the Authority will engage with the Supplier to devise a rectification plan.



6.3. Social Value

- 6.3.1. The Social Value Act 2012 requires public authorities to have regard to economic, social, and environmental well-being in connection with public services contracts, and for connected purposes.
- 6.3.2. Therefore, the Supplier must consider how they can best offer and implement Social Value throughout the Term of the contract.
- 6.3.3. The Social Value theme selected for this contract is Fighting Climate Change with a focus on recycling. The supplier must demonstrate a 5% Annually increase in the amount of recyclable product packaging, including that used by product manufacturers and any transit carriers, in use across the contract product range in each year of the contract up to a maximum of 100%.
- 6.3.4. Suppliers must describe the commitment your organisation will make to the above requirement, including but not limited to:
- 6.3.4.1. your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
 - 6.3.4.2. a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - 6.3.4.2.1. timed action plan
 - 6.3.4.2.2. use of metrics
 - 6.3.4.2.3. tools/processes used to gather data
 - 6.3.4.2.4. reporting
 - 6.3.4.2.5. feedback and improvement
 - 6.3.4.2.6. transparency
 - 6.3.4.2.7. A key performance measure is included in this specification.

6.4. Environmental Sustainability

- 6.4.1. The Authority is committed to putting environmental sustainability at the heart of their operations and decision-making by embedding sustainability principles into everything they do.
- 6.4.2. Therefore, all Goods and Services encompassed within this Specification must consider any detrimental environmental impact and the Supplier must minimise the impact where possible.

6.5. New Futures Network

- 6.5.1. In order to support the rehabilitation of offenders and reduce the likelihood of reoffending, the government wishes to see more prisoners working, and working longer hours, where



work can be recognised as productive and is delivered in an 'employment like' atmosphere. Working gives prisoners, the opportunity to learn new skills and prepare for employment on release. Suppliers are encouraged to consider employing ex-offenders where possible.

- 6.5.2. Suppliers are encouraged to consider whether they can subcontract elements of their provision to prisons via appropriate agencies, including, but not limited to, New Futures Network who can be contacted via: newfuturesnetwork@justice.gov.uk.

6.6. Contingency Planning & Disaster Recovery

- 6.6.1. The Supplier shall have a fully detailed contingency plan and disaster recovery plan that is capable of full implementation from the Contract start date. The Supplier's contingency plan for all products and assurance of supply shall cover but not limited to:

- 6.6.1.1. Supply chain and, or sub-contractor failure or disruption
- 6.6.1.2. Failure of distribution network
- 6.6.1.3. Loss of key staff
- 6.6.1.4. IT failure
- 6.6.1.5. Fire or Flood; Loss of operational estate
- 6.6.1.6. Pandemic

- 6.6.2. The Supplier will have documented details of the process and personnel responsible for the monitoring and implementing contingency arrangements and how the implementation of the arrangements will be communicated to the Authority.

- 6.6.3. The Supplier must provide to the Authority, at the point of tender and annually throughout the Contract Term, a detailed protocol setting out the contingency arrangements to provide a continuous service. Catastrophic failure should also be addressed. If the contingency plan involves use of another factory, that factory must comply demonstrably and fully with all aspects of this specification. The Authority must be notified immediately of disruption to service and catastrophic failure and must approve any contingency plans.

6.7. Flexibility, Innovation and Continuous Improvement

- 6.7.1. Flexibility is required from the Supplier throughout the Contract, with an ability to respond to changing requirements, the Supplier shall work strategically with the Authority to meet the objectives of the contract and assist in achieving ongoing increased performance against any set targets.

- 6.7.2. The Supplier will be required to develop and continuously improve goods, supply, processes, and procedures, working proactively to reduce costs through their supply chain and manufacturing process throughout the duration of the Contract. This may include piloting of new ideas and initiatives, proposing and implementing advances in technology, and streamlining processes.



- 6.7.3. Proposals are to be presented with clear identified benefits and risks. Those involving a cost element are to be fully costed, with payback timescales identified, and any reductions to the fees detailed. These will be evaluated accordingly and by agreement the contract amended by means of a variation.
- 6.7.4. The Authority is open to negotiating the gain sharing of any cost saving initiatives implemented during the Contract period. The Authority would therefore propose to apply a performance driven payment/gain share model as it is believed this will further drive the right behaviour between all parties. Any gain share ratio would be negotiated between contract manager, however, the recommendation will be that the ratio 60:40 will be applied in favour of the Authority.
- 6.7.5. Any change in contract will be undertaken in line with the Change Control Process.
- 6.7.6. As part of the Supplier's day-to-day operations, feedback obtained from any customer surveys and quality reviews should be part of the basis for ongoing continuous improvement of the equipment.



Appendix A – Technical Specification

Appendix A; Table 1: Men's Safety Boot

MENS SAFETY BOOT	Sizes	Colour	Slip Rating	Toecap	Midsole	Notes	Unit	Indicative Annual Quantity
<p>MENS STANDARD FIT SAFETY WORK BOOT.</p> <p>The safety boot should be suitable for use in all industrial areas including, but not limited to, workshops, farms, gardens, waste management, and kitchens. The upper should be leather or synthetic alternative, with a padded collar to support the ankle.</p> <p>There should be a removable foam insole. Fastenings must not include any metal or laces.</p>	UK Standard 5-14	Brown	<p>BS EN ISO 20345:2022. SRC – minimum requirement</p> <p>The moulded sole should have a slip rating of SRC, Slip resistance on ceramic tile floor.</p> <p>Test report required to demonstrate compliance.</p>	<p>Composite - non-metallic toe caps</p> <p>BS EN ISO 22568-2: 2019.</p> <p>The toe cap should be composite and be non-metallic.</p> <p>Impact resistance.</p> <p>Pass at energy level of 200 Joules.</p> <p>Compression Resistance.</p>	<p>Anti Perforation Non Metallic</p> <p>BS EN ISO 22568-4:2021.</p> <p>The item must have mid sole protection.</p> <p>Minimum requirements TYPE PS.</p> <p>To pass with a force of 1100N.</p> <p>Test report required to demonstrate compliance.</p>	<p>In accordance with BS EN ISO 20345:2022. Reference Section 5. Table 20.</p> <p>All safety footwear to be clearly marked.</p> <p>Minimum standard S3S, Class I. Test report required to demonstrate compliance.</p>	Pair	45,792



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				Pass at compression load of 15kN. Test report required to show compliance to minimum requirements.				
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Appendix A; Table 2: Women's Safety Boot

WOMENS SAFETY BOOT	Sizes	Colour	Slip Rating	Toecap	Midsole	Notes	Unit	Indicative Annual Quantity
WOMENS STANDARD FIT SAFETY WORK BOOT. The safety boot should be suitable for use in all industrial areas including, but not limited to, workshops, farms, gardens, waste management, and kitchens.	Women's fit, UK Standard 3-9	Brown	BS EN ISO 20345:2022. SRC – minimum requirement The moulded sole should have a slip rating of SRC, Slip resistance	Composite - non-metallic toe caps BS EN ISO 22568-2: 2019. The toe cap should be composite and be non-metallic.	Anti Perforation Non Metallic BS EN ISO 22568-4:2021. The item must have mid sole protection.	In accordance with BS EN ISO 20345:2022. Reference Section 5. Table 20. All safety footwear to be clearly marked.	Pair	1,740



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<p>The upper should be made of synthetic alternative, with a padded collar to support the ankle.</p> <p>There should be a removable foam insole.</p> <p>Fastenings must not include any metal or laces.</p>			<p>on ceramic tile floor.</p> <p>Test report required to demonstrate compliance.</p>	<p>Impact resistance.</p> <p>Pass at energy level of 200 Joules.</p> <p>Compression Resistance.</p> <p>Pass at compression load of 15kN.</p> <p>Test report required to show compliance to minimum requirements.</p>	<p>Minimum requirements TYPE PS.</p> <p>To pass with a force of 1100N.</p> <p>Test report required to demonstrate compliance.</p>	<p>Minimum standard S3S, Class I.</p> <p>Test report required to demonstrate compliance.</p>		
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Appendix A; Table 3: Men's Slippers

SLIPPERS	Sizes	Colour	Slip Rating	Toecap	Midsole	Notes	Unit	Indicative Annual Quantity
MENS INDOOR SLIPPER A lightweight slip-on style, fully enclosed shoe for indoor use only: in cells, or during association. The upper should be fabric, but the design and colourway is not defined. The sole should be of a solid construction without internal cavities, i.e. without waffle or honeycomb effect. The footwear must be free from any metal components.	UK Standard 4-14	Any Colour or pattern	Desirable: Slip rating of SRC The preference is for a product which passes at SRC, but as a minimum, the whole sole should have a visible tread pattern, to aid slip resistance.	N/A on product	N/A on product	N/A on product	Pair	18,000



Appendix A; Table 4: Unisex Casual Shoe

UNISEX CASUAL SHOE	Sizes	Colour	Slip Rating	Toecap	Midsole	Notes	Unit	Indicative Annual Quantity
<p>The requirement is for a unisex casual skater style, slip-on shoe, for general wear when not engaged in work related activities or Physical Education.</p> <p>It should be suitable for use both indoors and outdoors, and on a variety of surfaces including but not limited to gravel, tarmac, grass, and tiles, in both wet and dry conditions.</p> <p>The upper should be constructed from a woven synthetic material, with an elastic gusset, padded collar and contrasting bumper.</p> <p>The sole should be flat and constructed</p>	UK Standard 3-14	Any Colour or pattern; the product should not be a solid black or grey colour. Grey is not an acceptable colour. Black upper is only acceptable if the sole and bumper are a distinctive contrast.	Desirable: Slip rating of SRC As a minimum the whole sole should have a visible tread or raised pattern which will provide additional friction and grip, especially in areas which will become wet.	N/A on product	N/A on product	N/A on product	Pair	37,438



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from a rubberised
material, with a visible
tread pattern across
the whole sole.

The insole should be
a fully removable,
padded, foam
construction, for
added comfort.

The footwear must be
free from any metal
components.



Appendix A; Table 5: Men's Trainer

MENS TRAINER	Sizes	Colour	Slip Rating	Toecap	Midsole	Notes	Unit	Indicative Annual Quantity
<p>The requirement is for a general-purpose trainer suitable for wear whilst undertaking a wide range of physical activity. This includes, but is not limited to, Gym, weightlifting, indoor and outdoor team sports.</p> <p>The design is not fixed, but should offer sufficient support to the foot during all activities, have a padded collar to support the ankle, have a removeable contoured insole, and be lace fastening.</p> <p>Material must allow moisture to escape during wear, or be</p>	UK Standard 4-14	Any Colour or pattern; the product should not be a solid black or grey colour.	N/A on product	N/A on product	N/A on product	N/A on product	Pair	26,628



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moisture absorbent
and quick drying.

The sole should be
non-marking, and of a
solid construction,
without internal
cavities to prevent the
concealment of
contraband.



Appendix A; Table 6: Women's Trainer

WOMENS TRAINER	Sizes	Colour	Slip Rating	Toecap	Midsole	Notes	Unit	Indicative Annual Quantity
<p>The requirement is for a general-purpose trainer suitable for wear whilst undertaking a wide range of physical activity. This includes, but is not limited to, Gym, weightlifting, indoor and outdoor team sports.</p> <p>The design is not fixed, but should offer sufficient support to the foot during all activities, have a padded collar to support the ankle, have a removeable contoured insole, and be lace fastening.</p> <p>Material must allow moisture to escape during wear, or be</p>	Women's fit UK Standard 3-9	Any Colour or pattern; the product should not be a solid black or grey colour.	N/A on product	N/A on product	N/A on product	N/A on product	Pair	1,704



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moisture absorbent
and quick drying.

The sole should be
non-marking, and of a
solid construction,
without internal
cavities to prevent the
concealment of
contraband.



Appendix A; Table 7: Unisex Shower Slider

UNISEX SHOWER SLIDER	Sizes	Colour	Slip Rating	Toecap	Midsole	Notes	Unit	Indicative Annual Quantity
<p>The requirement is for a unisex, slip on, open toe shower Slider.</p> <p>For use primarily in shower areas.</p> <p>This product will not be worn outdoors.</p> <p>The design should be a one piece moulded sole and strap, produced in EVA foam or similar, without any visible cavities.</p> <p>The footbed should be contoured with a textured surface to keep feet steady, cushioned for a comfort fit and the strap should be</p>	UK Standard 3-14	Any Colour or pattern	Desirable: Ideally the product should pass a slip rating of SRC.	N/A on product	N/A on product	N/A on product	Pair	6,204



<p>suitable for a standard D fit.</p> <p>The sole should be non-slip with a visible tread or raised pattern to the whole sole, provide grip on a range of surfaces, allow for water dispersal underfoot - especially in areas which will become wet to help prevent slipping.</p> <p>The design should not include any branding.</p>								
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Appendix B – MoJ NDC Branston Map

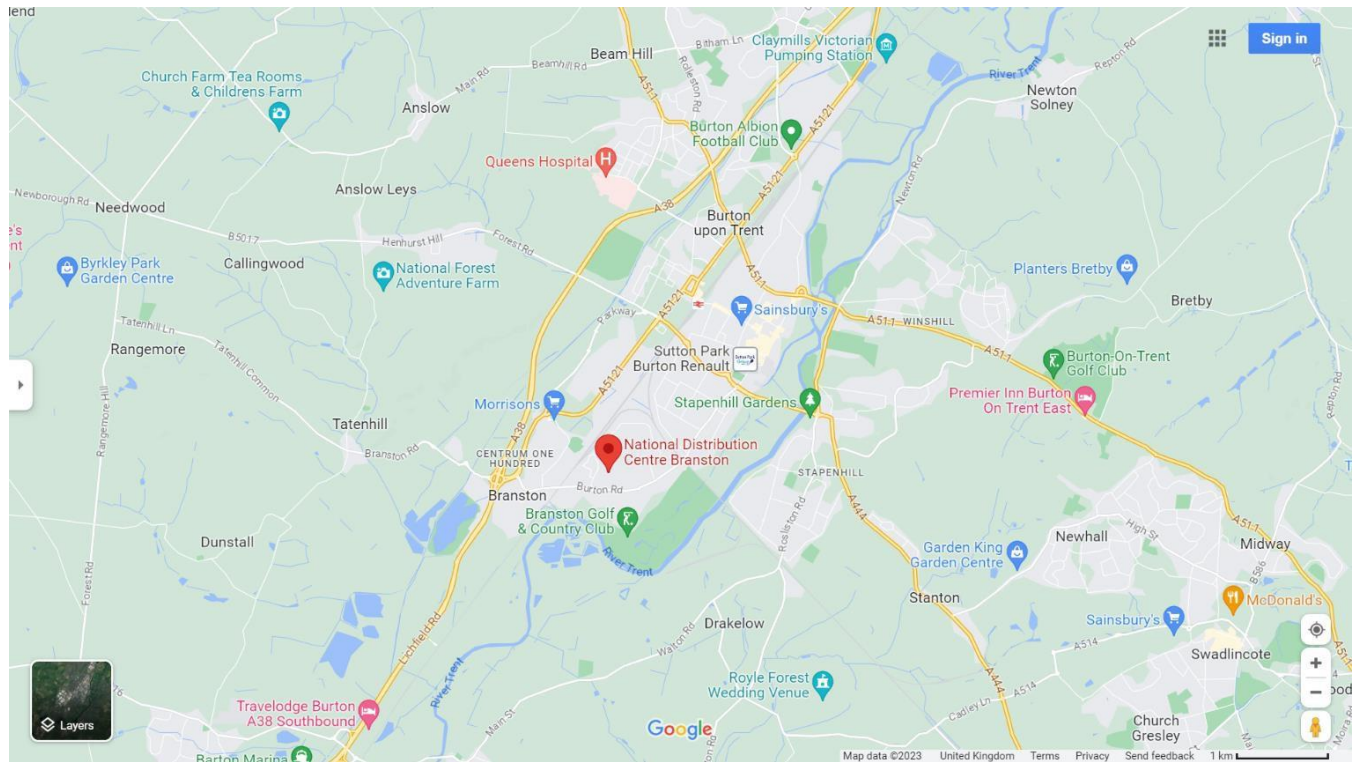
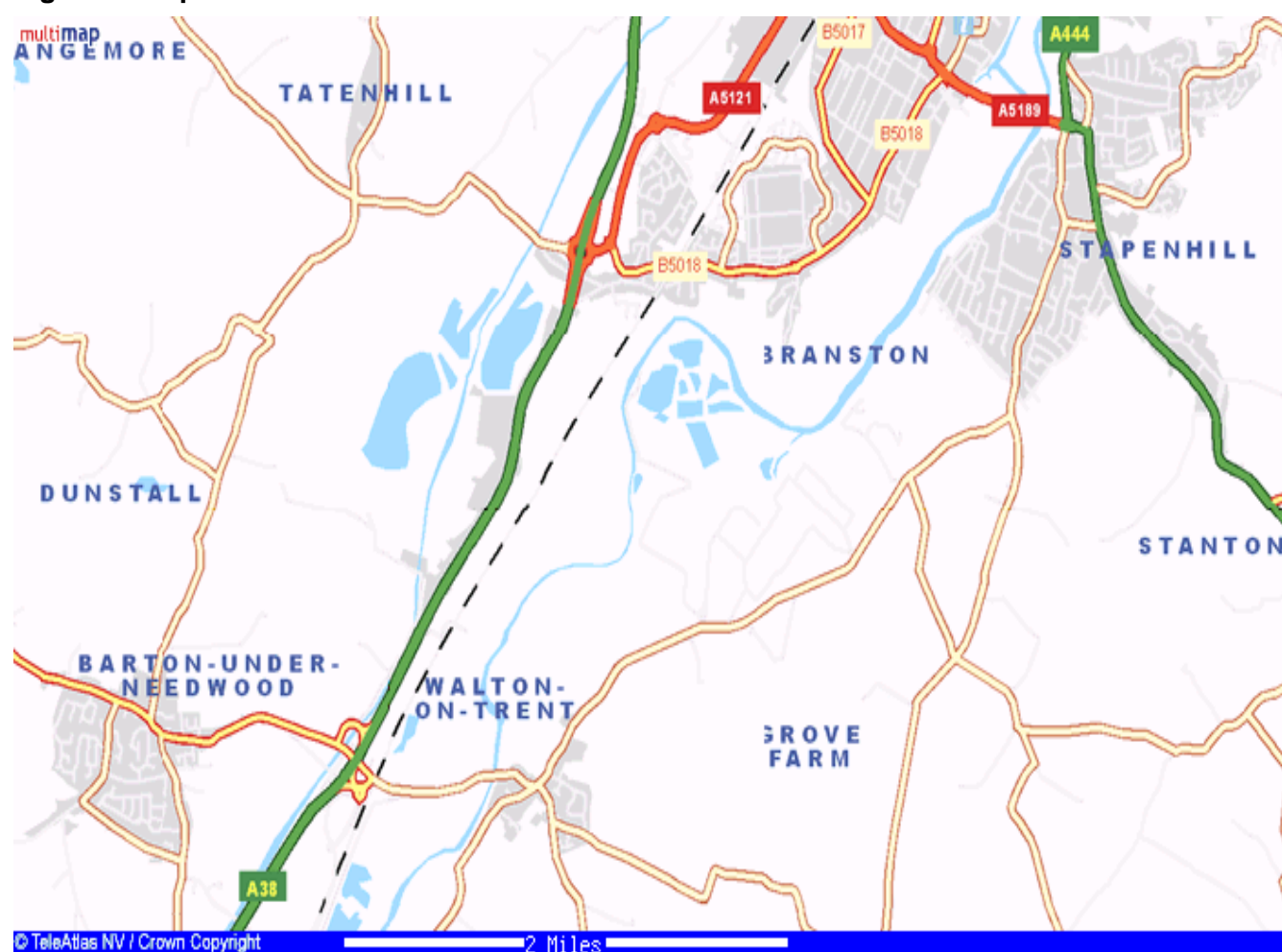
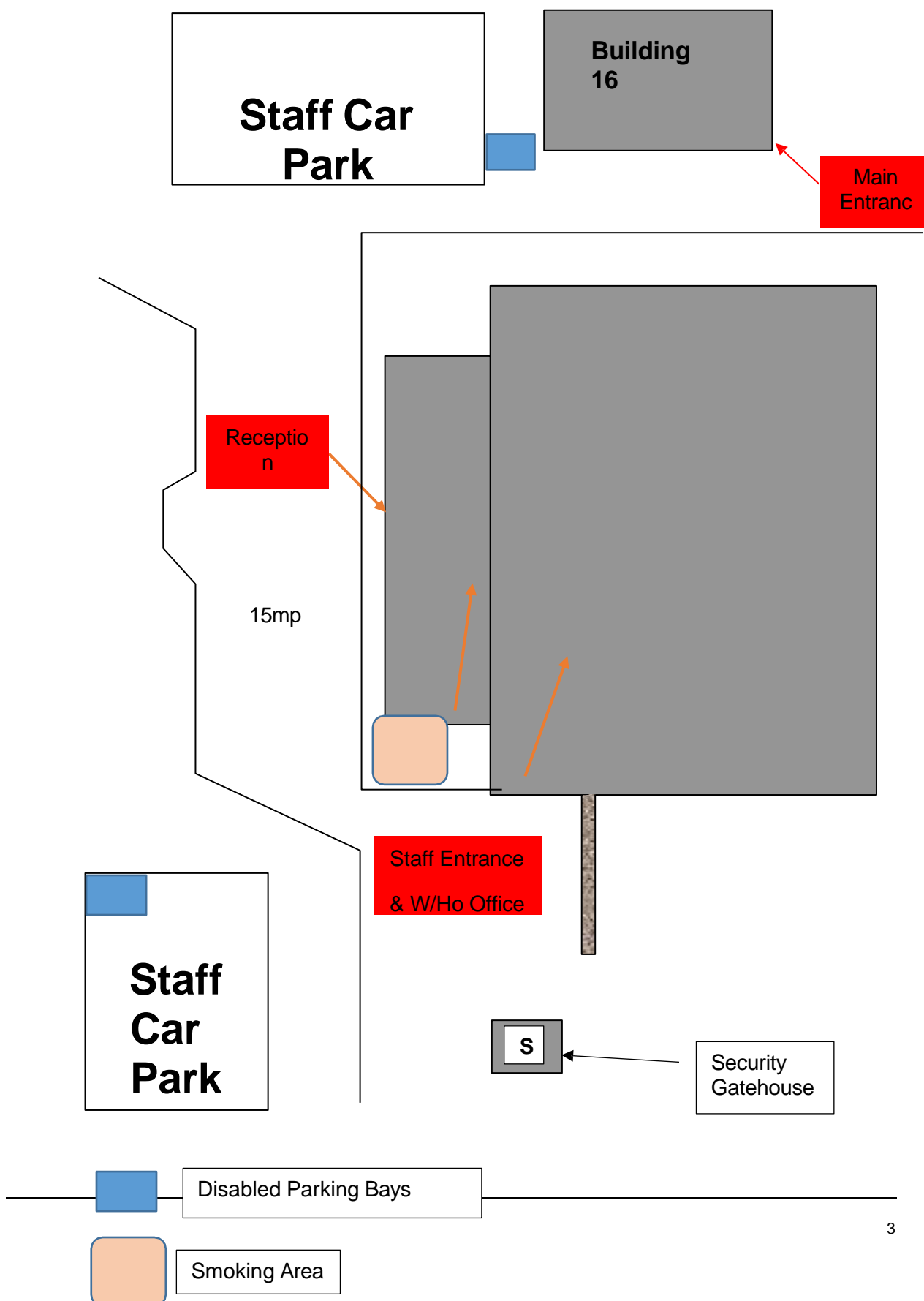


Figure 1 Google Maps Extract of NDC Branston (2023)

Figure 2: Map of Branston



Appendix C – Health & Safety Guidance for Visitors at NDC Branston – Site Plan



Welcome to NDC Branston and Branston Registry

Visitor and Contractor Information

Figure 3: Aerial Photograph of NDC Branston with Area Mapping



Welcome to NDC Branston

Welcome to NDC Branston – we hope your visit to our site and any work you are here to do goes smoothly. This leaflet tells you what to do in case things don't go as planned and you need help from us and gives you some health and safety pointers that are specific to working on our site.

A Few Simple Rules

- NDC Branston does not allow smoking or use of e-cigarettes and vapes inside buildings. Smoking is only allowed in the smoking area just outside the staff entrance the NDC building.
- Smoking is not allowed in vehicles or in car park areas
- Once out of your vehicle you need to be wearing a high visibility vest
- Use of photographic equipment on site is strictly forbidden unless you have permission from the Head of Transport Unit, Operations Manager or Health, Safety and Training Manager

This is a Covid Safe Site

- Use the hand sanitiser located at all building access points and use frequently when in the building – hand sanitiser is located at numerous points around the building
- Hand washing facilities will be pointed out to you by your host
- Keep 2m apart whenever possible
- Touch as few surfaces as possible
- If 2m social distancing cannot be maintained additional protective measures such as face masks will be needed, your host may be able to provide one if necessary.

Traffic on Site and Vehicle Parking

- Be aware of traffic and pedestrians around the site and drive in accordance with the signs displayed on internal road ways.
- Our on-site speed limit is **15mph please respect this limit at all times.**
- Park only in designated parking areas and use marked bays only
- On foot keep to designated pedestrian routes, do not walk in roadways, keep to paved footpaths around buildings and cross only on marked pedestrian crossings.

All site roadways, car parks and some internal areas are covered by CCTV cameras

Personal Protective Equipment

- **Always wear your high-vis vest when outside of your vehicle**
- Contractors must also have safety footwear and eye protection and gloves as required for the work being carried out.

Actions in Case of Fire

- **Fire alarms are tested at 10am on Wednesday morning in NDC and in other buildings on Thursday mornings**
- If the fire alarm sounds at any other time it is the signal to evacuate the building and go to the assembly point

- Your on-site host should ensure you leave the building and get to the assembly point safely.
- If you become separated from your host any member of staff will assist you and Fire Wardens can be identified by wording on the rear of their hi-vis vests.
- The fire assembly point is in the main car park at the front of the NDC Building

If You Have an Accident

- Report all accidents, near misses and injuries to your host who will ensure that you receive first aid as necessary.
- Your host will assist you to record your injury in the site accident book
- If you are a contractor you must report incidents to the on-site resident Engineer or to Security.

Disabled Visitors

- This site and buildings on it is accessible to disabled persons
- Security will alert your host to ensure that your access to site is facilitated, for example a portable ramp is needed in some locations and this is available if required
- Level access is available to NDC at the main staff entrance and via the warehouse door, your host will meet you at these doors as they are access controlled
- Disabled toilet facilities are available at several locations on site, your host will direct you to the nearest to your location
- Assistance dogs are welcome at this site but please let Security know as there may be other dogs on site undergoing training.

Delivery / Collection Vehicle Drivers

- Security will alert the appropriate member of site staff and direct you to your designated bay
- You will need to report to the warehouse office
- We have limited driver waiting facilities but you will be directed to toilet facilities if you need them – just ask in the Warehouse Office
- All vehicles keys must be handed in at the Warehouse Office – do not drive off until given the all clear by the relevant Warehouse Team Leader
- If you are given access to a waiting area please stay there and do not attempt to access the stores or any other part of the site.

Appendix D – Performance Levels

Performance Levels

DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Performance Monitoring Report”	has the meaning given in Paragraph 1.1 of Part B;
“Performance Management Meeting”	the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Agreement, as further described in Schedule 8.1 (Governance);
“Repeat KPI Failure”	has the meaning given in Paragraph 3.1 of Part A;

PART A: PERFORMANCE INDICATORS

1 PERFORMANCE INDICATORS

- 1.1 0 sets out the Key Performance Indicators which the Parties have agreed shall be used to measure the delivery of Goods by the Supplier.
- 1.2 The Supplier shall monitor its performance against each Key Performance Indicator and shall send the Authority a report detailing the performance actually achieved in accordance with Part B.
- 1.3 Service Points, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2 and 3.

2 SERVICE POINTS

- 2.1 If the level of performance of the Supplier during a Goods Delivery Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.
- 2.2 If the level of performance of the Supplier during a Goods Delivery Period is below the Target Performance Level in respect of a Key Performance Indicator, subject to paragraph 2.4 below, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.
- 2.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in 0 depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 3.2 shall apply.

3 REPEAT KPI FAILURES AND RELATED KPI FAILURES

Repeat KPI Failures

- 3.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Goods Delivery Periods, the second and any subsequent such KPI Failure shall be a “**Repeat KPI Failure**”.
- 3.2 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

$$\text{SP} = \text{P} \times 2$$

where:

SP = the number of Service Points that shall accrue for the Repeat KPI Failure; and

P = the applicable number of Service Points for that KPI Failure as set out in 0 depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Performance Threshold.

PART B: PERFORMANCE MONITORING

1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within 10 Working Days of the end of each Goods Delivery Period, the Supplier shall provide a report to the Authority Operational Contract Manager which summarises the performance by the Supplier against each of the Key Performance Indicators as more particularly described in Paragraph 1.2 (the **"Performance Monitoring Report"**).

Performance Monitoring Report

- 1.2 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information and the reporting requirements set out in Annex 2 (Performance Reporting Requirements):

Information in respect of the Goods Delivery Period just ended

- (a) for each Key Performance Indicators, the actual performance achieved over the Goods Delivery Period, and that achieved over the previous 3 Goods Delivery Periods;
- (b) a summary of all KPI Failures that occurred during the Goods Delivery Period;
- (c) the severity level of each KPI Failure which occurred during the Goods Delivery Period and whether each KPI Failure which occurred during the Goods Delivery Period fell below the KPI Performance Threshold;
- (d) which KPI Failures remain outstanding and progress in resolving them;
- (e) for any Severe KPI Failures occurring during the Goods Delivery Period, the cause of the relevant KPI Failure and the action being taken to reduce the likelihood of recurrence;
- (f) the status of any outstanding Rectification Plan processes, including:
 - (i) whether or not a Rectification Plan has been agreed; and
 - (ii) where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
- (g) for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;

- (h) the number of Service Points awarded in respect of each KPI Failure;
- (i) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Business Continuity Plan;
- (j) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;
- (k) such other details as the Authority may reasonably require from time to time; and

Information in respect of previous Service Periods

- (l) a rolling total of the number of KPI Failures that have occurred over the past six Goods Delivery Periods;
- (m) the conduct and performance of any agreed periodic tests that have occurred in such Goods Delivery Period such as the annual failover test of the Business Continuity Plan; and

2 PERFORMANCE RECORDS

- 2.1 The Supplier shall keep appropriate documents and records (including Help Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Goods being delivered. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.
- 2.2 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Commencement Date.
- 2.3 The Supplier shall ensure that the Performance Monitoring Report, (as well as historic Performance Monitoring Reports) and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

ANNEX 1 : KEY PERFORMANCE INDICATORS TABLE

The Key Performance Indicators that shall apply to the delivery of the Goods are set out below:

1. Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Calculation	Frequency of Measurement	Severity Levels	Service Points	Publisha ble Performa nce Informati on
KPI 1	Order fulfilment	Delivered within 12 weeks from accepting an order (as defined in 4.1.2 of the Specification)	If date and time of delivery made is equal to the delivery date and time agreed with the Authority, this constitutes 100% delivery against KPI. Each week the delivery is delayed will be measured in a 1% reduction against the target.	Quarterly deliveries so performance recorded and reported Quarterly (By Goods Delivery Period)	Target Performance Level: 98% Minor KPI Failure: 97.0 to 97.9%	0 1	YES

					<p>Serious KPI Failure: 96.0 to 96.9%</p> <p>Severe KPI Failure: 95.0 to 95.9%</p> <p>KPI Service Threshold: below 95%</p>	<p>2</p> <p>3</p> <p>4</p>	
KPI 2	Management of Complaints	The Authority to be notified of the intended corrective actions within 5 working days from acknowledgement, which should be made within 48 hours, as per section 4.1 of the Specification, of complaint	Number of complaints and timescales for acknowledgement of them, shown as a % of total complaints reported to the Supplier	Quarterly as reported as part of Management Information	<p>Target Performance Level: 99%</p> <p>Minor KPI Failure: 98.0 to 98.9%</p>	<p>0</p> <p>1</p>	YES

					Serious KPI Failure: 97.0 to 97.9%	2	
					Severe KPI Failure: 96.0 to 96.9%	3	
					KPI Service Threshold: below 96%	4	

					below 96%		
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KPI 4	Social Value - Recycling materials	Annually, the Supplier must submit a report demonstrating a 5% increase in the amount of recyclable product packaging, from the baseline provided at ITT stage, including that used by product manufacturers and any transit carriers, in use across the Supplier's product range annually for the term of the contract. If / once a maximum of 100% of recyclable product packaging is reached, the Supplier will be reported as meeting the KPI.	A baseline percentage (%) of recyclable products used by the Supplier in the delivery of the Prisoner Footwear contract will be submitted at ITT. Annually the Supplier must submit their percentage (%) of recyclable products they will be using for the coming contract year. The increase in percentage (%) of recyclable products is the value against the target	By Contract Year	<p>Target Performance Level:</p> <p>5%</p> <p>Minor KPI Failure:</p> <p>4.0 to 4.9%</p> <p>Serious KPI Failure:</p> <p>3.0 to 3.9%</p> <p>Severe KPI Failure:</p> <p>2.0 to 2.9%</p> <p>KPI Service Threshold:</p> <p>below 2%</p>	<p>0</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p>	YES
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ANNEX 2: PERFORMANCE REPORTING REQUIREMENTS

Obligation	Title	Definition	Frequency of Measurement	Records Required	Performance Reporting Method	Performance Reporting Frequency
KPI 1	Order fulfilment	Delivered within 12 weeks from accepting an order (as defined in 4.1.2 of the Specification)	If date and time of delivery made is equal to the delivery date and time agreed with the Authority, this constitutes 100% delivery against KPI. Each week the delivery is delayed will be measured in a 1% reduction against the target.	Management Information (MI), as per Specification	KPI MI Report – performance against the target Reasons for failure if applicable	Quarterly

KPI 2	Management of Complaints	The Authority to be notified of the intended corrective actions within 5 working days from acknowledgement, which should be made within 48 hours, as per section 4.1 of the Specification, of complaint	Number of complaints and timescales for acknowledgement of them, shown as a % of total complaints reported to the Supplier	Management Information, as per Specification	KPI MI Report – performance against the target Reasons for failure if applicable	Quarterly
KPI 3	Faulty Products	Supplier credit the Authority for faulty products within 10 working days of notification.	Number of faulty items credited within 10 working days of notification, shown as a % of faulty items reported to the Supplier	Management Information, as per Specification	KPI MI Report – performance against the target Reasons for failure if applicable	Quarterly

KPI 4	Social Value - Recycling materials	Annually, the Supplier must submit a report demonstrating a 5% increase in the amount of recyclable product packaging, from the baseline provided at ITT stage, including that used by product manufacturers and any transit carriers, in use across the Supplier's product range annually for the term of the contract. If / once a maximum of 100% of recyclable product packaging is reached, the Supplier will be reported as meeting the KPI.	A baseline percentage (%) of recyclable products used by the Supplier in the delivery of the Prisoner Footwear contract will be submitted at ITT. Annually the Supplier must submit their percentage (%) of recyclable products they will be using for the coming contract year. The increase in percentage (%) of recyclable products is the value against the target	KPI report, as per Specification	KPI Report – performance against the target Reasons for failure if applicable	Annually
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SCHEDULE 2 – PRICES and INVOICING

Part 1

Charges - The text has been redacted under the exemptions set out by the Freedom of Information Act

1.

Product	Supplier Price per Pair
MEN'S STANDARD FIT SAFETY WORK BOOT WOMEN'S STANDARD FIT SAFETY WORK BOOT MEN'S INDOOR SLIPPER UNISEX CASUAL SHOE MEN'S TRAINER WOMEN'S TRAINER UNISEX SHOWER SLIDER	

2.

3. Milestone Payments

4. N/A

5. Liquidated Damages

6. Indexation

6.1 The measure of indexation that shall be applied to the contract is Consumer Price Index ("CPI").

7. When the Supplier can ask to change the Prices

7.1 The Prices will be fixed for the first 12-months following the Start Date of the contract. After this, Prices can only be adjusted twice (2) per year.

7.2 Any notice requesting a Price change shall include:

7.2.2 A list of the Prices to be reviewed

7.2.3 for each of the Prices under review, written evidence of the justification for the requested change including:

7.2.3.1 a breakdown of the profit and cost components that comprise the relevant part of the Price

7.2.3.2 details of the movement in the different identified cost components of the relevant Price

7.2.3.3 reasons for the movement in the different identified cost components of the relevant Price

7.2.3.4 evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components

7.2.3.5 evidence that the Supplier's profit component of the relevant Price is no greater than that applying to Prices using the same pricing mechanism as at the Start Date

- 7.3 The Authority shall consider each request for a Price change. The Authority may grant Approval to a Price change at its sole discretion.
- 7.4 Any approval granted by the Authority pursuant to Paragraph 5.4 shall be on the condition that the change to the Price will not result in the Supplier Profit Margin exceeding the Maximum Permitted Profit Margin.
- 7.5 Where the Authority approves a Price change, it will be implemented from the first (1st) Working Day following the relevant approval or such later date as the Authority may determine at its sole discretion and Schedule 2 shall be updated accordingly.
- 7.6 The Supplier is expected to pass on cost savings to the Authority. These are to be declared following the same Price change process as described in 5.2.

SCHEDULE 3 - CHANGE CONTROL

Change Request Form

(For completion by the Party requesting the Change)

Contract Title:	Party requesting Change:
Name of Supplier:	
Change Request Number:	Proposed Change implementation date:
Full description of requested Change (including proposed changes to wording of the Contract where possible):	
Reasons for requested Change:	

Effect of requested Change
Assumptions, dependencies, risks and mitigation (if any):
Change Request Form prepared by (name):
Signature:
Date of Change Request:

Contract Change Notice (“CCN”)

(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)

Contract Title:	Change requested by:
------------------------	-----------------------------

Name of Supplier:			
Change Number:			
Date on which Change takes effect:			
Contract between: The [Secretary of State for Justice]/[The Lord Chancellor] [delete as applicable] and [insert name of Supplier]			
It is agreed that the Contract is amended, in accordance with Regulation 72 of the Public Contracts Regulations 2015, as follows: [Insert details of the variation (including any change to the Price and deliverables/obligations) based on the information provided in the Change Request Form and any subsequent discussions/negotiations, cross referencing the wording of the original Contract, as previously changed (if applicable), where possible] Where significant changes have been made to the Contract, information previously published on Contracts Finder will be updated.			
Words and expressions in this CCN shall have the meanings given to them in the Contract. The Contract, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN			
Signed for and on behalf of [the Secretary of State for Justice]/[the Lord Chancellor]		Signed for and on behalf of [insert name of Supplier]	
Signature		Signature	

Name		Name	
Title		Title	
Date		Date	

SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

- 1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause D4 (Freedom of Information).
- 2 In this Schedule 4 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 4 applies.
- 4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY

SCHEDULE 5 - SUPPLIER AND THIRD PARTY SOFTWARE

Supplier Software comprises the following:

Software	Supplier (if Affiliate of the Supplier)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

Third Party Software comprises the following:

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

SCHEDULE 6 – INFORMATION SECURITY & ASSURANCE

1.1 This Schedule 6 sets out:

- (a) the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under the Contract to ensure the security of the Authority Data and the Information Management System;
- (b) the Certification Requirements applicable to the Supplier and each of those Sub-contractors which Processes Authority Data;
- (c) the security requirements in annex 1, with which the Supplier must comply;
- (d) the tests which the Supplier shall conduct on the Information Management System during the Term; and
- (e) the Supplier's obligations to:
 - (i) return or destroy Authority Data on the expiry or earlier termination of the Contract; and
 - (ii) prevent the introduction of Malicious Software into the Supplier System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Supplier System in paragraph 9; and
 - (iii) report Breaches of Security to the Authority.

2 Principles of Security

2.1 The Supplier acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of the Authority Data and, consequently on the security of:

- (a) the Premises;
- (b) the ICT Environment;

- (c) the Information Management System; and
- (d) the Services.

2.2 Notwithstanding the involvement of the Authority in assessing the arrangements which the Supplier implements to ensure the security of the Authority Data and the Information Management System, the Supplier is and remains responsible for:

- (a) the security, confidentiality, integrity and availability of the Authority Data whilst that Authority Data is under the control of the Supplier or any of its Sub-Contractors; and
- (b) the security of the Information Management System.

2.3 The Supplier shall:

- (a) comply with the security requirements in annex 1; and
- (b) ensure that each Sub-Contractor that Processes Authority Data complies with the Sub-Contractor Security Requirements.

2.4 The Supplier shall provide the Authority with access to Staff responsible for information assurance to facilitate the Authority's assessment of the Supplier's compliance with its obligations set out in this Schedule 6 at reasonable times on reasonable notice.

3 Information Security Approval Statement

3.1 The Supplier shall ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Schedule 6, including any requirements imposed on Sub-Contractors by annex 2, from the Commencement Date.

3.2 The Supplier may not use the Information Management System to Process Authority Data unless and until:

- (a) the Supplier has procured the conduct of an IT Health Check of the Supplier System by a CHECK Service Provider or a CREST Service Provider in accordance with paragraph 7.1; and

- (b) the Authority has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in this paragraph 3.
- 3.3 The Supplier shall document in the Security Management Plan how the Supplier and its Sub-Contractors shall comply with the requirements set out in this Schedule and the Contract in order to ensure the security of the Authority Data and the Information Management System.
- 3.4 The Supplier shall prepare and submit to the Authority within 20 Working Days of the Commencement Date, the Security Management Plan, which comprises:
 - (a) an Information Assurance Assessment;
 - (b) the Required Changes Register; and
 - (c) the Incident Management Process.
- 3.5 The Authority shall review the Supplier's proposed Security Management Plan as soon as possible and, in any event within 20 Working Days of receipt and shall either issue the Supplier with:
 - (a) an Information Security Approval Statement, which shall confirm that the Supplier may use the Information Management System to Process Authority Data; or
 - (b) a rejection notice, which shall set out the Authority's reasons for rejecting the Security Management Plan.
- 3.6 If the Authority rejects the Supplier's proposed Security Management Plan, the Supplier shall take the Authority's reasons into account in the preparation of a revised Security Management Plan, which the Supplier shall submit to the Authority for review within 10 Working Days or such other timescale as agreed with the Authority.
- 3.7 The Authority may require, and the Supplier shall provide the Authority and its authorised representatives with:

- (a) access to the Staff;
- (b) access to the Information Management System to audit the Supplier and its Sub-contractors' compliance with the Contract; and
- (c) such other information and/or documentation that the Authority or its authorised representatives may reasonably require,

to assist the Authority to establish whether the arrangements which the Supplier and its Sub-Contractors have implemented in order to ensure the security of the Authority Data and the Information Management System are consistent with the representations in the Security Management Plan. The Supplier shall provide the access required by the Authority in accordance with this paragraph 3 within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Authority with the access that it requires within 24 hours of receipt of such request.

4 Compliance Reviews

- 4.1 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Authority, at least once each year and as required by this paragraph 4.
- 4.2 The Supplier shall notify the Authority within 2 Working Days after becoming aware of:
 - (a) a significant change to the components or architecture of the Information Management System;
 - (b) a new risk to the components or architecture of the Information Management System;
 - (c) a vulnerability to the components or architecture of the Service which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out in paragraph The severity of vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including: of annex 1 to this Schedule 6;

- (d) a change in the threat profile;
- (e) a significant change to any risk component;
- (f) a significant change in the quantity of Personal Data held within the Service;
- (g) a proposal to change any of the Premises; and/or
- (h) an ISO/IEC 27001 (at least ISO/IEC 27001:2013) audit report produced in connection with the Certification Requirements indicates significant concerns.

4.3 Within 10 Working Days of notifying the Authority or such other timescale as may be agreed with the Authority, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Authority for review and approval.

4.4 Where the Supplier is required to implement a change, including any change to the Information Management System, the Supplier shall effect such change at its own cost.

5 Certification Requirements

5.1 The Supplier shall be certified compliant with:

- (a) the prevailing version of ISO/IEC 27001 by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); and
- (b) Cyber Essentials PLUS

and shall provide the Authority with a copy of each such certificate of compliance before the Supplier is permitted to receive, store or Process Authority Data.

- 5.2 The Supplier shall ensure that each Higher Risk Sub-contractor is certified compliant with either:
- (a) the prevailing version of ISO/IEC 27001 by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); or
 - (b) Cyber Essentials PLUS
- and must provide the Authority with a copy of each such certificate of compliance before the Higher-Risk Sub-contractor is permitted to receive, store or Process Authority Data.
- 5.3 The Supplier shall ensure that each Medium Risk Sub-contractor is certified compliant with Cyber Essentials.
- 5.4 The Supplier shall ensure that the Supplier and each Sub-Contractor who is responsible for the secure destruction of Authority Data:
- (a) securely destroys Authority Data only at Premises which are included within the scope of an existing certification of compliance with the prevailing published ISO/IEC 27001;
 - (b) satisfies the Authority that their data destruction/deletion practices comply with UK GDPR and follows all relevant NCSC guidance; and
 - (c) maintains an asset register of all Authority supplied information, data and equipment to ensure Authority assets are returned and/or deleted.
- 5.5 The Supplier shall provide the Authority with evidence of its and Sub-Contractors' compliance with the requirements set out in this paragraph 6 before the Supplier or the relevant Sub-Contractor (as applicable) may carry out the secure destruction of any Authority Data.
- 5.6 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Sub-Contractor ceases to be compliant with the Certification Requirements and, on request from the Authority, shall or shall procure that the relevant Sub-Contractor shall:

- (a) immediately cease using the Authority Data; and
- (b) procure that the relevant Sub-Contractor promptly returns, destroys and/or erases the Authority Data in accordance with the requirements set out in this paragraph 5.

5.7 The Authority may exempt, in whole or part, the Supplier or any Sub-Contractor from the requirements of this paragraph 5. Any exemption must be in writing to be effective. The Supplier shall include the exemption in the Security Management Plan.

6 Security Testing

6.1 The Supplier shall, at its own cost procure and conduct:

- (a) testing of the Information Management System by a CHECK Service Provider or a CREST Service Provider (“**IT Health Check**”); and
- (b) such other security tests as may be required by the Authority.

6.2 The Supplier shall:

- (a) complete all of the above security tests before:
 - (i) the Supplier submits the Security Management Plan to the Authority for review in accordance with paragraph 3; and
 - (ii) before the Supplier is given permission by the Authority to Process or manage any Authority Data
- (b) repeat the IT Health Check not less than once every 12 Months during the Term and submit the results of each such test to the Authority for review in accordance with this paragraph 6.

6.3 In relation to each IT Health Check, the Supplier shall:

- (a) agree with the Authority the aim and scope of the IT Health Check;

- (b) promptly, and no later than 10 Working Days, following the receipt of each IT Health Check report, provide the Authority with a copy of the full report;
- (c) if the IT Health Check report identifies any vulnerabilities, the Supplier shall:
 - (i) prepare a remedial plan for approval by the Authority (each a "**Remediation Plan**") which sets out in respect of each vulnerability identified in the IT Health Check report:
 - (A) how the vulnerability will be remedied;
 - (B) unless otherwise agreed in writing between the Parties, the date by which the vulnerability will be remedied, which must be:
 - (1) within 3 Months of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "medium";
 - (2) within one Month of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "high"; and
 - (3) within 7 Working Days of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "critical";
 - (C) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Authority, include a further IT Health Check) to confirm that the vulnerability has been remedied;
 - (ii) comply with the Remediation Plan; and
 - (iii) conduct such further tests on the Service as are required by the Remediation Plan to confirm that the Remediation Plan has been complied with.

- 6.4 The Supplier shall ensure that any testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with the Authority.
- 6.5 If any testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Supplier shall, within 2 Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique, provide the Authority with a copy of the test report and:
- (a) propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and
 - (b) where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier System) within the timescales set out in the test report or such other timescales as may be agreed with the Authority.
- 6.6 The Supplier shall conduct such further tests of the Supplier System as may be required by the Authority from time to time to demonstrate compliance with its obligations set out in this Schedule 6 and the Contract.
- 6.7 The Supplier shall notify the Authority immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in paragraph 6.3.

7 Security Monitoring and Reporting

- 7.1 The Supplier shall:
- (a) monitor the delivery of assurance activities;
 - (b) maintain and update the Security Management Plan in accordance with paragraph 4;

- (c) agree a document which presents the residual security risks to inform the Authority's decision to Approve the Supplier to Process and transit the Authority Data;
- (d) monitor security risk impacting upon the operation of the Service;
- (e) report Breaches of Security in accordance with the approved Incident Management Process; and
- (f) agree with the Authority the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Authority within 20 Working Days of the Commencement Date.

8 Malicious Software

- 8.1 The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Authority Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.
- 8.2 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 8.3 Any cost arising out of the actions of the Parties taken in compliance with paragraph 8.2 shall be borne by the Parties as follows:
 - (a) by the Supplier where the Malicious Software originates from:
 - (i) the Supplier Software;
 - (ii) the Third Party Software supplied by the Supplier; or

- (iii) the Authority Data whilst the Authority Data is or was under the control of the Supplier
- (i) unless, in the case of the Authority Data only, the Supplier can demonstrate that such Malicious Software was present in the Authority Data and not quarantined or otherwise identified by the Authority when the Authority provided the Authority Data to the Supplier; and
- (b) by the Authority, in any other circumstance.

9 Breach of Security

- 9.1 If either Party becomes aware of a Breach of Security it must notify the other in accordance with the Incident Management Process.
- 9.2 The Incident Management Process must, as a minimum, require the Supplier to do the following when it becomes aware of a Breach of Security or attempted Breach of Security:
 - (a) immediately take all reasonable steps necessary to:
 - (i) minimise the extent of actual or potential harm caused by such Breach of Security;
 - (ii) remedy such Breach of Security to the extent possible;
 - (iii) apply a tested mitigation against any such Breach of Security; and
 - (iv) prevent a further Breach of Security in the future which exploits the same root cause failure;
 - (b) as soon as reasonably practicable and, in any event, within 2 Working Days, following the Breach of Security or attempted Breach of Security, provide to the Authority full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.

If any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Sub-contractors and/or all or any part of the Information Management System with the Contract, then such remedial action must be completed at no additional cost to the Authority.

ANNEX 1: SECURITY REQUIREMENTS

1 Security Classification of Information

- 1.1 If the provision of the Services requires the Supplier to Process Authority Data which is classified as:
- (a) OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards; and/or
 - (b) SECRET or TOP SECRET, the Supplier shall only do so where it has notified the Authority prior to receipt of such Authority Data and the Supplier shall implement additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.

2 End User Devices

- 2.1 The Supplier shall manage, and shall ensure that all Sub-Contractors manage, all end-user devices used by the Supplier on which Authority Data is Processed in accordance the following requirements:

- (a) the operating system and any applications that Process or have access to Authority Data must be in current support by the vendor, or the relevant community in the case of Open Source operating systems or applications;
- (b) users must authenticate before gaining access;
- (c) all Authority Data is encrypted using an encryption tool agreed by the Authority;
- (d) the end-user device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the end-user device is inactive;
- (e) the end-user device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Authority Data;
- (f) the Supplier or Sub-Contractor, as applicable, can, without physical access to the end-user device, remove or make inaccessible all Authority Data on the device and prevent any user or group of users from accessing the device;
- (g) all end-user devices are within in the scope of any current Cyber Essentials Plus certificate held by the Supplier, or any prevailing ISO/IEC 27001 certification issued by a UKAS-approved certification body, where the scope of that certification includes the Services.

2.2 The Supplier shall comply, and ensure that all Sub-Contractors comply, with the recommendations in NCSC Device Guidance and prevailing Authority Technical Security Guidance, as updated, amended or replaced from time to time, as if those recommendations were incorporated as specific obligations under the Contract.

2.3 Where there any conflict between the requirements of this Schedule 6 and the requirements of the NCSC Device Guidance and/or the Authority's Technical Security Guidance, the requirements of this Schedule 6 takes precedence.

3 Encryption

3.1 The Supplier shall ensure, and shall ensure that all Sub-contractors ensure, that Authority Data is encrypted:

- (a) when stored at any time when no operation is being performed on it; and
- (b) when transmitted.

3.2 Where the Supplier, or a Sub-Contractor, cannot encrypt Authority Data the Supplier shall:

- (a) immediately inform the Authority of the subset or subsets of Authority Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;
- (b) provide details of the protective measures the Supplier or Sub-Contractor (as applicable) proposes to take to provide equivalent protection to the Authority as encryption; and
- (c) provide the Authority with such information relating to the Authority Data concerned, the reasons why that Authority Data cannot be encrypted and the proposed protective measures as the Authority may require.

3.3 The Authority, the Supplier and, where the Authority requires, any relevant Sub-Contractor shall meet to agree appropriate protective measures for the unencrypted Authority Data.

3.4 Where the Authority and Supplier reach agreement, the Supplier must update the Security Management Plan to include:

- (a) the subset or subsets of Authority Data not encrypted and the circumstances in which that will occur; and
- (b) the protective measure that the Supplier and/or Sub-contractor will put in place in respect of the unencrypted Authority Data.

3.5 Where the Authority and Supplier do not reach agreement within 40 Working Days of the date on which the Supplier first notified the Authority that it could not encrypt certain Authority Data, either Party may refer the matter to be determined in accordance with the dispute resolution procedure set out in clause 11.

4 Personnel Security

- 4.1 All Staff are subject to a pre-employment check before they may participate in the provision and or management of the Services which must include all pre-employment checks which are required by the BPSS including: verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record.
- 4.2 The Parties shall review the roles and responsibilities of the Staff who will be involved in the management and/or provision of the Services in order to enable the Authority to determine which roles require additional vetting and a specific national security vetting clearance (for example a Counter Terrorist Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to systems which Process Authority Data or data which, if it were Authority Data, would be classified as OFFICIAL-SENSITIVE.
- 4.3 The Supplier shall not allow Staff who fail the security checks required by paragraphs 4.1 and 4.2 to be involved in the management and/or provision of the Services except where the Authority has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services. The Supplier shall provide an up to date list of all Staff and their associated security clearance checks each month, including all Sub-contractor personnel and the personnel of any sub-contractor of a Sub-contractor who in each case are involved in the management and/or provision of the Services.
- 4.4 The Supplier shall ensure that Staff are granted such access to Authority Data only as is necessary to enable the Staff to perform their role and to fulfil their responsibilities.
- 4.5 The Supplier shall ensure that Staff who no longer require access to the Authority Data (for example. they cease to be employed by the Supplier or any of its Sub-contractors), have their rights to access the Authority Data revoked within one Working Day.
- 4.6 The Supplier shall ensure that Staff who have access to the Premises, the ICT Environment or the Authority Data receive regular training on security awareness that reflects the degree of access those individuals have to the Premises, the ICT Environment or the Authority Data.
- 4.7 The Supplier shall ensure that the training provided to Staff under paragraph 4.6 includes training on the identification and reporting fraudulent communications intended to induce individuals to disclose Personal Data or any other information that could be used, including in combination with other Personal Data or information, or with other techniques, to facilitate unauthorised access to the Premises, the ICT Environment or the Authority Data ("phishing").

5 Identity, Authentication and Access Control

5.1 The Supplier shall operate an access control regime to ensure:

- (a) all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and
- (b) all persons who access the Premises are identified and authenticated before they are allowed access to the Premises.

5.2 The Supplier shall apply the 'principle of least privilege' when allowing persons access to the Supplier System and Premises so that such persons are allowed access only to those parts of the Premises and the Supplier System they require.

5.3 The Supplier shall retain records of access to the Premises and to the Supplier System and shall make such record available to the Authority on request.

6 Data Destruction or Deletion

6.1 The Supplier shall:

- (a) prior to securely sanitising any Authority Data or when requested the Supplier shall provide the Authority with all Authority Data in an agreed open format;
- (b) have documented processes to ensure the availability of Authority Data if the Supplier ceases trading;
- (c) securely erase in a manner agreed with the Authority any or all Authority Data held by the Supplier when requested to do so by the Authority;
- (d) securely destroy in a manner agreed with the Authority all media that has held Authority Data at the end of life of that media in accordance with any specific requirements in the Contract and, in the absence of any such requirements, as agreed by the Authority; and

- (e) implement processes which address the NCSC guidance on secure sanitisation.

7 Audit and Protective Monitoring

- 7.1 The Supplier shall collect audit records which relate to security events in the Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data.
- 7.2 The Parties shall work together to establish any additional audit and monitoring requirements for the Information Management System.
- 7.3 The Supplier shall discuss with the Authority the retention periods for audit records and event logs which, when agreed with the Authority, shall be documented in the Security Management Plan.

8 Location of Authority Data

- 8.1 The Supplier shall not and shall procure that none of its Sub-Contractors Process Authority Data outside the UK without Approval.

9 Vulnerabilities and Corrective Action

- 9.1 The Parties acknowledge that from time to time vulnerabilities in the Information Management System may be discovered which, unless mitigated, will present an unacceptable risk to the Authority Data.
- 9.2 The severity of vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:
 - (a) the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at <http://nvd.nist.gov/cvss.cfm>); and

- (b) Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 Subject to paragraph 9.4, the Supplier shall procure the application of security patches to vulnerabilities in the Information Management System within:

- (a) 7 days after the public release of patches for those vulnerabilities categorised as 'Critical';
- (b) 30 days after the public release of patches for those vulnerabilities categorised as 'Important'; and
- (c) 30 days after the public release of patches for those vulnerabilities categorised as 'Other'.

9.4 The timescales for applying patches to vulnerabilities in the Information Management System set out in paragraph 9.3 shall be extended where:

- (a) the Supplier can demonstrate that a vulnerability in the Information Management System is not exploitable within the context of the Services (for example, because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in paragraph 9.3 if the vulnerability becomes exploitable within the context of the Services;
- (b) the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Authority; or
- (c) the Authority agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan.

9.5 The Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS Software are always in mainstream support throughout the Term unless otherwise agreed by the Authority in writing. All COTS Software should be no more than N-1 versions behind the latest software release.

10 Secure Architecture

10.1 The Supplier shall design the Information Management System in accordance with:

- (a) the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;
- (b) the NCSC "Bulk Data Principles", a copy of which can be found at <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main>; and
- (c) the NSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles> and which are summarised below:
 - (i) "Cloud Security Principle 1: data in transit protection" which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;
 - (ii) "Cloud Security Principle 2: asset protection and resilience" which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;
 - (iii) "Cloud Security Principle 3: separation between users" which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;
 - (iv) "Cloud Security Principle 4: governance framework" which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;
 - (v) "Cloud Security Principle 5: operational security" which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security;

- (vi) "Cloud Security Principle 6: personnel security" which, amongst other matters, requires that where Supplier Personnel have access to Authority Data and/or the Authority System that those personnel be subject to appropriate security screening and regular security training;
- (vii) "Cloud Security Principle 7: secure development" which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;
- (viii) "Cloud Security Principle 8: supply chain security" which, amongst other matters, requires the Supplier to ensure that appropriate security controls are in place with its Sub-contractors and other suppliers;
- (ix) "Cloud Security Principle 9: secure user management" which, amongst other matters, requires the Supplier to make the tools available for the Authority to securely manage the Authority's use of the Service;
- (x) "Cloud Security Principle 10: identity and authentication" which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;
- (xi) "Cloud Security Principle 11: external interface protection" which, amongst other matters, requires that all external or less trusted interfaces with the Services should be identified and appropriately defended;
- (xii) "Cloud Security Principle 12: secure service administration" which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to that service;
- (xiii) "Cloud Security Principle 13: audit information for users" which, amongst other matters, requires the Supplier to be able to provide the Authority with the audit records it needs to monitor access to the Service and the Authority Data held by the Supplier and/or its Sub-contractors; and
- (xiv) "Cloud Security Principle 14: secure use of the service" which, amongst other matters, requires the Supplier to educate Supplier Personnel on the safe and secure use of the Information Management System.

(d) the Authority's Technical Security Guidance

ANNEX 2: SECURITY REQUIREMENTS FOR SUB-CONTRACTORS

1 Application of Annex

- 1.1 This annex 2 applies to all Sub-Contractors which Process Authority Data.
- 1.2 The Supplier shall:
 - (a) ensure that those Sub-Contractors comply with the provisions of this annex 2; and
 - (b) keep sufficient records to demonstrate that compliance to the Authority.

2 Designing and managing secure solutions

- 2.1 The Sub-Contractor shall implement its solution to mitigate the security risks in accordance with the NCSC's Cyber Security Design Principles <https://www.ncsc.gov.uk/collection/cyber-security-design-principles>.
- 2.2 The Sub-Contractor shall assess its systems against the NCSC Cloud Security Principles:

<https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles>

at its own cost to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-Contractor shall document that assessment and make that documentation available to the Authority on the Authority's request.

3 Data Processing, Storage, Management and Destruction

- 3.1 The Sub-Contractor shall not Process any Authority Data outside the UK. The Authority may allow the Sub-Contractor to Process Authority Data outside the UK and may impose conditions on that permission, with which the Sub-Contractor shall comply. Any permission must be in writing to be effective.
- 3.2 The Sub-Contractor shall, when requested to do so by the Authority:
 - (a) securely destroy Authority Data only on Premises which are included within the scope of an existing certification of compliance with ISO/IEC 27001 or later (at least ISO/IEC 27001:2013);
 - (b) satisfy the Authority that its data destruction/deletion practices comply with UK GDPR requirements and follows all relevant NCSC guidance; and
 - (c) maintain an asset register of all Authority supplied information, data and equipment to ensure Authority assets are returned and/or deleted.

4 Personnel Security

- 4.1 The Sub-Contractor shall perform appropriate checks on their staff before they may participate in the provision and or management of the Services. Those checks must include all pre-employment checks required by the BPSS including: verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record.
- 4.2 The Sub-Contractor shall, if the Authority requires, at any time, ensure that one or more of the Sub-Contractor's staff obtains Security Check clearance in order to Process Authority Data containing Personal Data above certain volumes specified by the Authority, or containing Special Category Personal Data.
- 4.3 Any Sub-Contractor staff who will, when performing the Services, have access to a person under the age of 18 years must undergo Disclosure and Barring Service checks.

5 End User Devices

- 5.1 The Supplier shall manage, and shall ensure that all Sub-contractors manage, all end-user devices used by the Supplier on which Authority Data is Processed in accordance with the following requirements:
 - (a) the operating system and any applications that Process or have access to Authority Data must be in current support by the vendor, or the relevant community in the case of Open Source operating systems or applications;
 - (b) users must authenticate before gaining access;
 - (c) all Authority Data must be encrypted using an encryption tool agreed to by the Authority;
 - (d) the end-user device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the end-user device is inactive;
 - (e) the end-user device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Authority Data;
 - (f) the Supplier or Sub-contractor, as applicable, can, without physical access to the end-user device, remove or make inaccessible all Authority Data on the device and prevent any user or group of users from accessing the device;
 - (g) all end-user devices are within in the scope of any current Cyber Essentials Plus certificate held by the Supplier, or any ISO/IEC 27001 or later (at least ISO/IEC 27001:2013) certification issued by a UKAS-approved certification body, where the scope of that certification includes the Services.
- 5.2 The Supplier shall comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance and Authority Technical Security

Guidance, as updated, amended or replaced from time to time, as if those recommendations were incorporated as specific obligations under this Agreement.

- 5.3 Where there any conflict between the requirements of this Schedule 6 and the requirements of the NCSC Device Guidance, the requirements of this Schedule 6 takes precedence.

6 Encryption

- 6.1 The Supplier shall ensure, and shall ensure that all Sub-contractors ensure, that Authority Data is encrypted:

- (a) when stored at any time when no operation is being performed on it; and
- (b) when transmitted.

- 6.2 Where the Supplier or a Sub-Contractor cannot encrypt Authority Data the Supplier shall:

- (a) immediately inform the Authority of the subset or subsets of Authority Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;
- (b) provide details of the protective measures the Supplier or Sub-Contractor (as applicable) proposes to take to provide equivalent protection to the Authority as encryption; and
- (c) provide the Authority with such information relating to the Authority Data concerned, the reasons why that Authority Data cannot be encrypted and the proposed protective measures as the Authority may require.

- 6.3 The Authority, the Supplier and, where the Authority requires, any relevant Sub-Contractor shall meet to agree appropriate protective measures for the unencrypted Authority Data.

- 6.4 Where the Authority and Supplier reach agreement, the Supplier shall update the Security Management Plan to include:

- (a) the subset or subsets of Authority Data not encrypted and the circumstances in which that will occur; and
- (b) the protective measure that the Supplier and/or Sub-Contractor will put in place in respect of the unencrypted Authority Data.

- 6.5 Where the Authority and Supplier do not reach agreement within 40 Working Days of the date on which the Supplier first notified the Authority that it could not encrypt certain Authority Data, either Party may refer the matter to be determined in accordance with the dispute resolution procedure set out in clause 11.

7 Patching and Vulnerability Scanning

- 7.1 The Sub-Contractor shall proactively monitor supplier vulnerability websites and ensure all necessary patches and upgrades are applied to maintain security, integrity and availability in accordance with the NCSC Cloud Security Principles.

8 Third Party Sub-contractors

- 8.1 The Sub-Contractor shall not transmit or disseminate the Authority Data to any other person unless Approved.
- 8.2 The Sub-Contractor shall not, when performing any part of the Services, use any software to Process the Authority Data where the licence of that software purports to grant the licensor rights to Process the Authority Data greater than those rights strictly necessary for the use of the software.

ANNEX 3: SECURITY MANAGEMENT PLAN TEMPLATE

Security Management Plan Template

[Project/Service and Supplier Name]

1 Executive Summary

<This section should contain a brief summary of the business context of the system, any key IA controls, the assurance work done, any off-shoring considerations and any significant residual risks that need acceptance.>

2 System Description

2.1 Background

< A short description of the project/product/system. Describe its purpose, functionality, aim and scope.>

2.2 Organisational Ownership/Structure

<Who owns the system and operates the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance e.g. how a Security Working Group reports to the project board.>

2.3 Information assets and flows

<The information assets processed by the system which should include a simple high level diagram on one page. Data flow diagram. Include a list of the type and volumes of data that will be processed, managed and stored within the supplier system. If personal data, please include the fields used such as name, address, department DOB, NI number etc.>

2.4 System Architecture

<A description of the physical system architecture, to include the system management. A diagram will be needed here>

2.5 Users

<A brief description of the system users, to include HMG users as well as any service provider users and system managers. If relevant, security clearance level requirements should be included.>

2.6 Locations

<Where the data assets are stored and managed from. If any locations hold independent security certifications (e.g. ISO27001 (at least ISO/IEC 27001:2013) these should be noted. Any off-shoring considerations should be detailed.>

2.7 Test and Development Systems

<Include information about any test and development systems, their locations and whether they contain live system data.>

2.8 Key roles and responsibilities

<A brief description of the lead security roles such as that of the SIRO, IAO, Security manager, Accreditor >

3 Risk Assessment

3.1 Assurance Scope

<This section describes the scope of the Assurance for the system. The scope of the assurance assessment should be clearly indicated, with components of the architecture upon which reliance is placed but assurance will not be done clearly shown e.g. a cloud hosting service. A logical diagram should be used along with a brief description of the components.>

3.2 Risk appetite

<A risk appetite should be agreed with the SRO and included here.>

3.3 Business impact assessment

< A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive personal data the loss of which would be severely damaging to individuals, embarrassing to HMG, and make HMG liable to ICO investigations) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets. The format of this assessment may be dependent on the risk assessment method chosen.>

3.4 Risk assessment

<The content of this section will depend on the risk assessment methodology chosen and for Part B should contain the output of the formal information risk assessment in a prioritised list using business language. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks. >

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
R1	Internet attackers could hack the system.	Medium	The service systems are exposed to the internet via the web portal.	C1: Internet-facing firewalls C2: Internet-facing IP whitelist	Very low

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
				<p>C3: System hardening</p> <p>C4: Protective monitoring</p> <p>C5: Application access control</p> <p>C16: Anti-virus for incoming files</p> <p>C54: Files deleted when processed</p> <p>C59: Removal of departmental identifier</p>	
R2	Remote attackers could intercept or disrupt information crossing the internet.	Medium	File sharing with organisations across the internet.	<p>C9: TLS communications</p> <p>C10: PGP file-sharing</p>	Very low
R3	Internal users could maliciously or accidentally alter bank details.	Medium-High	Users bank details can be altered as part of the normal business function.	<p>C12. System administrators hold SC clearance.</p> <p>C13. All changes to user information are logged and audited.</p> <p>C14. Letters are automatically sent to users' home addresses when bank details are altered.</p>	Low

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
				C15. Staff awareness training	

3.5 Controls

<The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.>

ID	Control title	Control description	Further information and assurance status
C1	Internet-facing firewalls	Internet-facing firewalls are in place between the internet and the system', which restrict access from the internet to the required ports only.	Assured via ITHC firewall rule check
C2	Internet-facing IP whitelist	An IP whitelist is in place for all access from the internet.	Assured via ITHC
C15	Staff awareness training	All staff must undertake annual security awareness training and this process is audited and monitored by line managers.	Assured as part of ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification

3.6 Residual risks and actions

<A summary of the residual risks which are likely to be above the risk appetite stated after all controls have been applied and verified should be listed with actions and timescales included.>

4 In-service controls

< This section should describe the controls relating to the information lifecycle, including development, testing, in-service, termination and on-going risk management and accreditation assurance. Details of any formal assurance requirements specified in the contract such as security CHECK testing or maintained ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification should be included. This section should include at least:

- (a) *information risk management and timescales and triggers for a review;*

- (b) contractual patching requirements and timescales for the different priorities of patch;
- (c) protective monitoring arrangements to include how anomalous behaviour is identified and acted upon as well as how logging and auditing of user activity is done;
- (d) configuration and change management;
- (e) incident management;
- (f) vulnerability management;
- (g) user access management; and
- (h) data sanitisation and disposal.>

5 Security Operating Procedures (SyOPs)

< If needed any SyOps requirements should be included and referenced here.>

6 Major Hardware and Software and end of support dates

< This should be a table which lists the end of support dates for hardware and software products and components. An example table is shown below.>

Name	Version	End of mainstream Support/Extended Support	Notes/RAG Status
Server Host	HP XXXX	Feb 2020/ March 2022	

7 Incident Management Process

<The suppliers' process, as agreed with the Authority/Customer, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to the Authority/customer and the process that will be undertaken to mitigate the incidents and investigate the root cause.>

8 Security Requirements for User Organisations

<Any security requirements for connecting organisations or departments should be included or referenced here.>

9 Required Changes Register

<The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.>

Ref	Section	Change	Agreed With	Date agreed	Documentation update	Status
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1	6.4	A new Third Authority Party supplier name XXXX will be performing the print capability.	11/11/2018	Jul-2019	Open
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10 Sub-Contractors

<This should include a table which shows for each Sub-contractor their name, the function that they are performing, the data and data volume being processed, the location, and their certification status>

11 Annex A. ISO/IEC 27001 or later (at least ISO/IEC 27001:2013) and/or Cyber Essential Plus certificates

<Any certifications relied upon should have their certificates included>

12 Annex B. Cloud Security Principles assessment

<A spreadsheet may be attached>

13 Annex C. Protecting Bulk Data assessment if required by the Authority/Customer

<A spreadsheet may be attached>

14 Annex D. Latest ITHC report and Remediation Plan



SCHEDULE 7 - PRISONS

ACCESS TO PRISONS

- 1 If Staff are required to have a pass for admission to an Authority Premises which is a prison, (a “**Prison**”) the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Any member of the Staff who cannot produce a proper pass when required to do so by any member of the Authority’s personnel, or who contravenes any conditions on the basis of which a pass was issued, may be refused admission to a Prison or be required to leave a Prison if already there.
- 2 Staff shall promptly return any pass if at any time the Authority so requires or if the person to whom the pass was issued ceases to be involved in the supply of the Goods. The Supplier shall promptly return all passes on expiry or termination of the Contract.
- 3 Staff attending a Prison may be subject to search at any time. Strip searches shall be carried out only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel. The Supplier is referred to Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005.
- 4 Searches shall be conducted only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel and/or visitors. The Supplier is referred to Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and PSI 67/2011.

SECURITY

- 5 Whilst at Prisons Staff shall comply with all security measures implemented by the Authority in respect of staff and other persons attending Prisons. The Authority shall provide copies of its written security procedures to Staff on request. The Supplier and all Staff are prohibited from taking any photographs at Prisons unless they have Approval and the Authority’s representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without Approval.
- 6 The Authority may search vehicles used by the Supplier or Staff at Prisons.
- 7 The Supplier and Staff shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible for security matters on the Authority’s behalf, and when required by the Authority shall:
 - 7.1 take all reasonable measures to make available for interview by the Authority any Staff identified by the Authority, or a person who is responsible for security matters, for the purposes of the investigation. Staff may be accompanied by and be advised by another person whose attendance at the interview is acceptable to the Authority; and
 - 7.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind and in any form reasonably required by the Authority, or by a person who is responsible for security matters on the Authority’s behalf, for the purposes of investigation as long as the provision of that material does not prevent the Supplier from supplying the Goods.

The Authority may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

OFFENCES AND AUTHORISATION

- 8 In supplying the Goods the Supplier shall comply with PSI 10/2012 (Conveyance and Possession of Prohibited Items and Other Related Offences) and other applicable provisions relating to security as published by the Authority from time to time.
- 9 Nothing in the Contract is deemed to provide any “authorisation” to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.

SCHEDULE 8 – STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

1 What the Authority expects from the Supplier

- 1.1 His Majesty's Government's Supplier Code of Conduct (the "**Code**") sets out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

[Supplier Code of Conduct - v2 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

- 1.1 The Supplier shall, and shall procure that its Sub-Contractors shall:

- 1.1.1 comply with its legal obligations, in particular those in Part 1 of this Schedule 8, and meet the standards set out in the Code as a minimum; and
- 1.1.2 use reasonable endeavours to comply with the standards in Part 2 of this Schedule 8.

h PART 1 Statutory Obligations

2 Equality and Accessibility

- 2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3 Modern Slavery

- 3.1 The Supplier shall:

- (a) not use, or allow Sub-Contractors to use, forced, bonded or involuntary prison labour;
- (b) not require any Staff to lodge deposits or identity papers with their employer;

- (c) allow, and ensure that any Sub-Contractors allow, Staff to leave their employer after reasonable notice;
- (d) make reasonable enquiries to ensure that its Staff and Sub-Contractors have not been convicted of slavery or human trafficking offences anywhere in the world;
- (e) have and maintain throughout the Term its own policies and procedures to ensure its compliance with the MSA and include in its Sub-Contracts anti-slavery and human trafficking provisions;
- (f) not use, or allow its Staff to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its Staff and Sub-Contractors;
- (g) not use or allow to be used child or slave labour to be used by its Sub-Contractors;
- (h) if either Party identifies any occurrence of modern slavery in connection with the Contract, comply with the rectification process set out in clauses F2.4 to F2.6;
- (i) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (j) maintain a complete set of records to trace the supply chain of all goods and services provided to the Authority in connection with the Contract;
- (k) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline and other relevant national or local law enforcement agencies; and
- (l) implement a system of training for its employees to ensure compliance with the MSA.

3.2 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it has not been convicted of any slavery or human trafficking offences anywhere in the world; and
- (b) to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere in the world.

3.3 If the Supplier notifies the Authority pursuant to paragraph 3.1(i) of this Schedule 8, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

3.4 If the Supplier is in Default under paragraphs 3.1 or 3.2 of this Schedule 8 the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

4 Income Security

4.1 The Supplier shall:

- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
- (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
- (c) not make deductions from pay:
 - (i) as a disciplinary measure;
 - (ii) except where permitted by Law and the terms of the employment contract; and
 - (iii) without express permission of the person concerned; and
- (d) record all disciplinary measures taken against Staff.

5 Working Hours

5.1 The Supplier shall ensure that:

- (a) the working hours of Staff comply with the Law, and any collective agreements;
- (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
- (c) overtime is used responsibly, considering:
 - (i) the extent;
 - (ii) frequency; and
 - (iii) hours worked;
- (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1 (e);
- (e) working hours do not exceed 60 hours in any seven-day period unless:
 - (i) it is allowed by Law;

- (ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
 - (iii) appropriate safeguards are taken to protect the workers' health and safety; and
 - (iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
- (i) 1 day off in every 7-day period; or
 - (ii) where allowed by Law, 2 days off in every 14-day period.

6 Right to Work

6.1 The Supplier shall:

- (a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and;
- (b) notify the authority immediately if an employee is not permitted to work in the UK.

7 Health and Safety

7.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while at the Authority's Premises.

7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

8. Welsh Language Requirements

8.1 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Goods.

9 Fraud and Bribery

9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

9.2 The Supplier shall not during the Term:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

9.3 The Supplier shall, during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
- (c) keep appropriate records of its compliance with its obligations under paragraphs 9.3(a) and 9.3(b) and make such records available to the Authority on request; and
- (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017.

9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the Staff have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.

9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

9.7 Any notice served by the Authority under paragraph 9.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

PART 2 Corporate Social Responsibility

10 Zero Hours Contracts

10.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.

10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:

- (a) whether an individual is an employee or worker and what statutory and other rights they have;
- (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and
- (c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

11 Sustainability

11.1 The Supplier shall:

- (a) comply with the applicable Government Buying Standards;
- (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Goods;
- (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities; and
- (b) perform its obligations under the Contract in a way that:
 - (i) supports the Authority's achievement of the Greening Government Commitments;
 - (ii) conserves energy, water, wood, paper and other resources;
 - (iii) reduces waste and avoids the use of ozone depleting substances; and

- (iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

IN WITNESS of which the Contract is duly executed by the Parties on the date which appears at the head of page 1.

SIGNED for and on behalf of the **Secretary**
of State for Justice

Signature:

The text has been redacted under the exemptions set out by the Freedom of Information Act

SIGNED for and on behalf of the Arrow
County Supplies

Signature:

The text has been redacted under the exemptions set out by the Freedom of Information Act

