

**An Agreement between  
British Telecommunications plc  
and**

**The Secretary of State for Justice, acting as part of the Crown  
for a Prisoner Payphone Service**

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THIS AGREEMENT is made the 2nd day of November 1998

BETWEEN:

- (1) The Secretary of State for Justice, acting as part of the Crown, of 102 Petty France, London SW1H 9AJ (the "**Authority**"); and
- (2) British Telecommunications plc whose registered office is at One Braham, 1 Braham Street, London, E1 8EE (the "**Contractor**").

WHEREAS:

- (a) The Authority has selected the Contractor to supply the System and the Services and the Contractor undertakes to provide the same.
- (b) The Authority and the Contractor have agreed that the Contractor shall provide the Services in Her Majesty's Prisons in England and Wales for the use of prisoners upon the terms and conditions of this Agreement.
- (c) The Agreement covers the supply of a centrally managed prisoner telephone System known as the PIN phone System operating through the use of a PIN number on a pre-paid debit basis and ancillary equipment detailed in this document to all the Establishments listed in Schedule 12. The System and ancillary equipment are to be supplied at nil cost to the Authority and are funded by the sale of telephone units to prisoners save where otherwise set out in this Agreement [Added by CCN 33 dated February 2019]. All data and intelligence held on the system is owned by the Authority. The System remains the Contractor's property, save where otherwise set out in this Agreement [Added by CCN 33 dated February 2019].

NOW IT IS HEREBY AGREED as follows:

## **1. Interpretations**

- 1.1 The words and expressions used in this Agreement shall have the meanings ascribed to them in Schedule 1.
- 1.2 The masculine includes the feminine and the neuter and the singular includes the plural and vice versa.
- 1.3 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.4 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.5 References to Clauses, Paragraphs and Schedules are, unless otherwise provided, references to Clauses of the conditions, Paragraphs of the Schedules and Schedules to this Agreement.
- 1.6 In the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail unless otherwise expressly stated in as Schedule and [Added by CCN 33 dated February 2019] save that: [Added by CCN 12 dated December 2015]
  - 1.6.1 in the event of any conflict between Schedule 14 (Exit Management) and the rest of this Agreement, Schedule 14 (Exit Management) shall prevail; and

- 1.6.2 in the event of any conflict between Schedule 15 (Staff Transfer) and the rest of this Agreement, Schedule 15 (Staff Transfer) shall prevail (except if the conflict is between Schedule 14 (Exit Management) and Schedule 15 (Staff Transfer) in which case Schedule 14 (Exit Management) shall prevail) [Added by CCN 12 dated December 2015].
- 1.6.3 Any notice or other communication whatsoever which either party is required or authorised by the Agreement to give or make to the other shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by hand, courier, e-mail, first class post, or by any form of registered or recorded postal delivery service offered by Royal Mail to: [CCN 1/10 dated 2/2010].

### **The Contractor**

**REDACTED**, One Braham, 1 Braham Street, London, E1 8EE

### **The Authority**

**REDACTED** until such alternative addresses and/or contact names are advised in writing.

If any notice or other communication is returned through the Post Office undelivered that notice or communication shall be deemed for the purposes of the Agreement to have been given at the time at which that notice or other communication would in the ordinary course of post be delivered. If the notice is delivered by e-mail an automated response message shall not constitute formal acknowledgement of the delivery of the notice [Added by CCN 1/10 dated 2/2010].

- 1.7 Any reference in this Agreement which immediately before IP Completion Exit Day was a reference to (as it has effect from time to time):
- 1.7.1 any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- 1.7.2 any EU institution or EU authority or other such EU body shall be read on and after IP Completion Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

## **2. The System and the Services**

- 2.1 In consideration of the Contractor being given access to the Establishments to install its System for use by prisoners which is hereby confirmed and in accordance with the terms of this Agreement:
- 2.1.1 the Contractor shall supply the System;
- 2.1.2 the Contractor shall ensure that the System complies with all appropriate technical standards and regulations;
- 2.1.3 the Contractor shall supply the Services;

- 2.1.4 the Contractor shall comply with certain prison service orders including but not limited to PSO 5901, PSI 49/2011, PSI 01/2012, PI 19/2014, PSI 25/2014, PSI 07/2014, PI 03/2014, PI 03/2015, PSI 33/2015, PSI 04/2016, PSI 10/2016, PI 12/2016 and any others related to the provision of the Services as updated from time to time;
- 2.1.5 the Contractor shall comply with Schedule 11 (Information Security and Assurance); and
- 2.1.6 the Contractor may charge prisoners for calls no more than the maximum amount for the type or destination of calls set out in Paragraph 2 and Annex 1 of the Attachment to Schedule 8.
- 2.2 The Contractor shall throughout the term of this Agreement maintain the Hardware and Software Registers, supply copies of such Registers to the Authority as agreed between the parties and allow the Authority access to those records which relate to and form the basis of such Registers upon reasonable notice from time to time.
- 2.3 The Authority shall perform the Authority's Responsibilities as defined in Schedule 9. [Added by CCN 12 dated December 2015].
- 2.4 The Contractor shall, at its own cost, maintain the functions of the System, as defined in Schedule 2 as may be amended from time to time in accordance with Clause 36, throughout the term of this Agreement.
- 2.5 For the avoidance of doubt, the parties agree that in the event that a supplier to the Contractor fails for any reason to deliver any equipment, software or services as are contracted for, the Contractor will take all necessary steps to rectify the situation, including if necessary sourcing from alternative suppliers, in order to discharge its obligations under this Agreement.

### **3. Implementation Plan**

- 3.1 Both parties shall perform all their obligations under this Agreement in accordance with the Implementation Plan.
- 3.2 In the event that the Contractor fails to fulfil an obligation by the date specified in the Implementation Plan for such fulfilment, the Contractor shall, at the request of the Authority and without prejudice to the Authority's other rights and remedies, arrange all such additional resources as are necessary to fulfil the said obligation as early as practicable thereafter at no charge to the Authority.
- 3.3 In the event that the Authority fails to fulfil an obligation by the date specified in the Implementation Plan for such fulfilment, any delay caused by such failure shall be added pro-rata to the Implementation Plan.

### **4. Inspection of Establishments**

- 4.1 Prior to the installation of the System in an Establishment, the Contractor confirms that it shall inspect the Establishment, and shall either:
  - 4.1.1 satisfy itself that the Establishment is suitable for the installation and operation of the System and the supply of the Services; or
  - 4.1.2 advise the Governor of the Establishment in writing prior to commencing installation of the System at the Establishment of any matter, or aspect of the

Establishment, which is inadequate or not suitable for installing or operating the System or supplying the Services.

- 4.2 Prior to the implementation of the System at each Establishment the Contractor shall supply full detailed plans of the proposed installation to the Authority for its approval and agreement.
- 4.3 Prior to the installation of the System in an Establishment the Contractor shall agree with the Authority (which agreement shall not be unreasonably withheld or delayed by the Authority) the location of all Hardware required and the routing of all cabling giving due consideration to the Authority's operational requirements and System security. All materials supplied and installed shall be suitable for their agreed location.
- 4.4 The Contractor acknowledges that it is not entitled to recover any costs from the Authority which arise from any matter, or aspect of the Establishments, which has not been notified to the Authority in accordance with Clause 4.1.2 and which is inadequate or unsuitable for installing or operating the System or supplying the Services. For the avoidance of doubt, the Authority warrants only that the Establishments do not suffer from any latent structural defect.
- 4.5 Prior to the installation of any part of the System in an Establishment the Contractor shall attend any 420 meetings the Authority may require to discuss and agree working and security arrangements with the Establishment's governor and staff.

## **5. Installation of the System**

- 5.1 The Contractor shall install and commission the System at the Establishments in accordance with the Implementation Plan in a safe and efficient manner and shall, after the installation reinstate the Establishments to the condition prevailing on the date on which the said installation commences subject to any changes undertaken by the Contractor and agreed by the Authority. Except that where reinstatement is made more costly or difficult due to the demands, acts or omissions of the Authority the Contractor's obligation shall be limited to making good to a smooth finish ready for decorator's work.
- 5.2 The Authority shall undertake at its expense all building work agreed with the Contractor pursuant to Clause 4.1.2. Title to all building materials shall remain with the Authority upon installation.
- 5.3 The Contractor shall provide without charge to the Authority all cabling wiring conduits and other equipment which is necessary for the full and proper installation of the System at the Establishments save that any additional Hardware or relocation of Hardware shall be subject to Schedule 8.

## **6. Licences to use Software**

- 6.1 The Authority shall not acquire title to the Intellectual Property Rights in the Software.
- 6.2 The Contractor hereby grants the Authority a non-exclusive non-transferable licence to Use the Software for the sole purpose of operating the System and using the Services. The Authority shall keep the Software and any operating manuals and other documentation supplied under the Agreement confidential, and shall not disclose them other than to its employees, agents or contractors who need to use them to use the Service. The Authority shall ensure that such employees, agents and contractors abide by the provisions of this Clause.



- 6.3 The Authority shall not copy, or except as permitted by law, reverse engineer or modify the Software in any way, nor copy the operating manuals or documentation, without the Contractor's prior written consent.
- 6.4 The Authority agrees to sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software.
- 6.5 The Authority shall be entitled to copy the Contractor's Software and Third-Party Software in order to create an archival copy and a back-up copy of the same. When copying Software the Authority shall include the original machine readable copyright notice, and a label affixed to the media identifying the Software and stating: "This medium contains an authorised copy of copyrighted Software which is the property of (the Contractor or the Third-Party Software owner)."
- 6.6 The Contractor shall ensure that the System will be year 2000 compliant from the date of this Agreement in accordance with BSI DISC PD 2000-1. Year 2000 compliance shall mean that neither performance nor functionality is affected by dates prior to, during and after the year 2000. In particular:
  - 6.6.1 no value for current date will cause any interruption in operation;
  - 6.6.2 date-based functionality must behave consistently for dates prior to, during and after year 2000;
  - 6.6.3 in all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules; and
  - 6.6.4 year 2000 must be recognised as a leap year.
- 6.7 A list of the Third-Party Software licence providers will be included in a Software Register, which will be maintained when any alteration is made to the Software.

## **7. Acceptance**

- 7.1 The Contractor shall, during the Acceptance Procedures Period, make available the System and the Deliverables for the Acceptance Procedures to be performed.
- 7.2 The Authority shall consider the System and the Deliverables for acceptance in accordance with the Acceptance Procedures.
- 7.3 The System Acceptance Procedures shall be carried out as specified in Annex C to Schedule 2. The Installation Acceptance Procedures shall be carried out as specified in Schedule 5.
- 7.4 The Acceptance Procedures shall be recorded as unsuccessful and the Contractor notified accordingly where any of the Acceptance Criteria are not met.
- 7.5 If the Acceptance Procedures, in respect of the System or a Deliverable, have not been carried out pursuant to Clause 7.3 by the Acceptance Date, the Authority shall have the right either:
  - 7.5.1 to accept such part of the System or the Deliverable as the Authority may decide;
  - 7.5.2 without prejudice to its other rights and remedies, to extend the Acceptance Procedures Period for a period or periods, specified by the Authority, during

which the Contractor shall correct the fault which caused the Acceptance Procedure to be recorded as unsuccessful.

- 7.6 In the event that the Authority extends the Acceptance Procedures Period for a period pursuant to Clause 7.5.2 and the Acceptance Procedures, as described in Schedule 2 and Schedule 5, have not been recorded as successful by the end of that period, the Authority shall have the right either:
- 7.6.1 to accept such part of the System or the Deliverable as the Authority may decide;
  - 7.6.2 to extend the Acceptance Procedures Period for a further period in accordance with Clause 7.5.2; or
  - 7.6.3 where the failure to record the Acceptance Procedures as successful at any time up to the completion of phase 1 of the Implementation Plan as described in Schedule 5, to terminate this Agreement forthwith by written notice.

## **8. Title and Risk**

- 8.1 Title to and risk in the System supplied under the Agreement shall remain vested in the Contractor save where this Agreement expressly provides that assets provided by the Contractor shall be owned by the Authority, in which case title shall be transferred to the Authority on delivery (unless otherwise expressly stated in this Agreement). This shall not prejudice the Authority's right to reject assets following inspection if they are defective or otherwise not in compliance with this Agreement or the relevant purchase order [Added by CCN 33 dated February 2019].
- 8.2 The Authority shall be entitled to exercise the rights detailed in Clause 8.3 in the event that the Contractor:
- 8.2.1 being an individual, or where the Contractor is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Sections 408 and 1124 of the Corporation Tax Act 2010, shall at any time become bankrupt or shall have a receiving order or administration order against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of Section 268 of the Insolvency Act 1986, or any application shall be made under the Bankruptcy or Insolvency Act 1986 for the time being in force for sequestration of his estate or a trust deed shall be granted by him on behalf of his creditors; or

- 8.2.2 being a company passes a resolution, or the Court makes an order that the Contractor be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the Contractor's business or any part thereof, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court, otherwise than for the purposes of bona fide reconstruction or amalgamation, to make a winding-up order or the Contractor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
- 8.3 In the event that the circumstances detailed in Clause 8.2 arise, the Authority shall, without prejudice to the Authority's other rights and remedies, have the option, exercisable at any time prior to the winding up of, or appointment of a liquidator to, the Contractor:
- 8.3.1 to purchase from the Contractor at a charge to be agreed, any or all of the Hardware comprised within the System and/or used in connection with the performance of the Services provided that in relation to any Relevant Assets such charges shall be set at the prices set out in Paragraph 8.4 of Schedule 14 (Exit Management); and
- 8.3.2 to acquire from the Contractor at the then fair market value a non-exclusive licence to Use in respect of any necessary Intellectual Property Rights which are owned by the Contractor and used in connection with the performance of this Agreement. Such licence shall:
- (a) be subject to a single, one-off payment;
  - (b) be perpetual, non-exclusive and irrevocable;
  - (c) provide for the supply of the Source Code for any Software;
  - (d) afford the Authority the right to make such modifications, adaptations and enhancements as it sees fit to products, in relation to which Intellectual Property Rights arise; and
  - (e) permit the Authority to engage a third party to use, modify, adapt and/or enhance the products, referred to in Clause (d), in accordance with this Agreement on behalf of the Authority provided that such third party shall have entered into a confidentiality undertaking in accordance with Clause 14.5.2.
- 8.4 The Contractor acknowledges that the Authority's Data is the property of the Authority and the Authority hereby reserves all Intellectual Property Rights which may subsist in the Authority's Data. The Contractor shall not delete or remove any copyright notices contained within or relating to the Authority's Data.
- 8.5 The Contractor and the Authority shall exercise due diligence (having regard to the nature of their other respective obligations under this Agreement) to preserve the integrity of the Authority's Data and to prevent any corruption or loss of the Authority's Data.
- 8.6 In the event that the Authority's Data is corrupted or lost due to the act or neglect of the Contractor or its servants, agents or Sub-contractors, and provided that the Authority has complied with its obligations under Clause 8.5, the Authority shall have the option, in

addition to any other remedies that may be available to it either under this Agreement or otherwise, to elect either of the following remedies:

8.6.1 the Authority may require the Contractor at its own expense to restore the Authority's Data; or failing which

8.6.2 the Authority may itself restore or procure restoration of the Authority's Data and shall be repaid by the Contractor any reasonable expenses so incurred.

## **9. Payment of Sub-contractors**

9.1 In the event that the Contractor, in accordance with the terms of this Agreement, enters into a sub-contract in connection with this Agreement, the Contractor shall ensure that a term is included in the sub-contract which requires (subject to any dispute between the Contractor and its Sub-contractor) the Contractor to pay all sums due thereunder to the Sub-contractor within a specified period, not to exceed thirty (30) days, from the date of receipt of a valid invoice, or receipt of goods/services whichever is the later, as defined by the terms of the sub-contract. Provided that this Clause 9.1 does not apply to existing contracts between the Contractor and Sub-contractors which pre-date this Agreement.

## **10. Value Added Tax**

10.1 The Authority shall pay Value Added Tax on the Charges at the rate and in the manner prescribed by law from time to time subject to the receipt of valid original VAT invoices from the Contractor.

## **11. Warranties and Representations**

11.1 The Contractor warrants and represents and undertakes that:

11.1.1 the Contractor has full capacity and authority and all necessary consents (including but not limited to, where its procedures so require, the consent of its Parent Company) to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representative of the Contractor;

11.1.2 at the Acceptance Date the System and the Deliverables shall meet the Acceptance Criteria;

11.1.3 at the Acceptance Date all components of the System shall operate in accordance with their respective technical specifications;

11.1.4 subject to Clause 6.4, the Authority's use and operation of the System and the provision of the Services shall not infringe any Intellectual Property Rights of any third party;

11.1.5 the Contractor has the full capacity and authority to grant and procure the licences referred to in Clause 6;

11.1.6 the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

11.1.7 the Contractor shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to Good Industry Practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures;

- 11.1.8 the Contractor shall, at all times during the term of this Agreement retain the services of sufficient persons of sufficient abilities and skills for the proper installation of the System and the performance of the Services;
  - 11.1.9 the Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind relating to or arising under or out of the employment of any person employed or any Sub-contractor retained by the Contractor and shall fully and promptly indemnify the Authority in respect of any liability of the Authority in respect thereof;
  - 11.1.10 the Contractor shall ensure that all its employees, volunteers, agents and Sub-contractors have been appropriately trained and are qualified in the use of equipment employed in the installation of the System and the performance of the Services;
  - 11.1.11 the Contractor shall ensure that the System minimises the risk of misuse or fraudulent use by any third party which may give rise to any loss to the Authority or to any of its employees or the prisoners of any Establishment. In the event of such loss arising which is not as a result of the negligence of the Authority the Contractor shall, subject to Clause 12, fully and promptly indemnify the Authority, the employees or the prisoners as may be appropriate;
  - 11.1.12 telephone service from the System will be available only on the Contractor's prevailing "Conditions for Telephone Service from a BT Payphone". Calls from the System will be charged at the rates specified in this Agreement as (amended from time to time). The Contractor shall provide notification to the Authority of any changes to Charges at the earliest practicable date but in any event not less than twenty eight (28) days prior to the date upon which such change is due to take effect when such a change is instigated by the Contractor. The Authority shall provide notification to the prisoners of any changes to Charges at the earliest practicable date [Added by CCN 1/10 dated February 2010];
  - 11.1.13 the Contractor shall at all times during the term of this Agreement comply with the terms of the Agreement and all its Schedules; and
  - 11.1.14 the Contractor shall perform its obligations under this Agreement, including in relation to the supply of the Services in accordance with all applicable Law.
- 11.2 The Authority warrants, represents and undertakes that:
- 11.2.1 it is legally empowered under the Investigatory Powers Act 2016 ("**IPA**") to use all the facilities of the System to restrict, monitor and record prisoner telephone calls and to require the Contractor to provide information about prisoner telephone calls as detailed in this Agreement;
  - 11.2.2 any information regarding individual prisoner's use of the Service disclosed by the Contractor or otherwise obtained by the Authority under this Agreement will only be used for the purpose of the prevention or detection of crime;
  - 11.2.3 any information regarding prisoners' use of the Service in the Authority's possession will be held in accordance with the Authority's Security policy, made available only to those persons with a need to know, not disclosed to any third party (notwithstanding Clause 14.5) and securely destroyed as soon as it is no longer required;

- 11.2.4 it will inform prisoners, that their telephone Conversations using the Service may be silently monitored or recorded (or both); and
- 11.2.5 it will take all necessary steps and provide such assistance as the Contractor may reasonably require to comply with any regulatory decision, instruction or order in relation to any information regarding prisoners' use of the Service disclosed by the Contractor or otherwise obtained by the Authority under this Agreement.
- 11.3 The Contractor must co-operate with and provide any assistance as may be required by the Investigatory Powers Commissioner or a Judicial Commissioner carrying out any investigation, inspection or audit under the IPA.
- 11.4 The Contractor represents and warrants that as at the commencement of the Extension Term, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasion of Tax Non Compliance.
- 11.5 If, at any point from the 1 June 2022, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
  - 11.5.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
  - 11.5.2 promptly provide to the Authority:
    - (a) details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
    - (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- 11.6 In the event that:
  - 11.6.1 the warranty given by the Contractor pursuant to Clause 11.4 is negligently or wilfully materially untrue in respect of any Occasion of Tax Non-Compliance in the United Kingdom; or
  - 11.6.2 the Contractor commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 11.5.1; or
  - 11.6.3 the Contractor fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority, are acceptable

the Authority may terminate this Agreement for material Default under Clause 15.2.

#### **11A. Insurance**

- 11A.1 The Contractor shall comply with the provisions of Schedule 25 (Insurance Requirements) in relation to obtaining and maintaining insurance.

#### **12. Limitation of Liability**

- 12.1 Neither party excludes or restricts liability for death or personal injury resulting from its negligence, implied by Section 2 of the Supply of Goods and Services Act 1982 or for fraudulent misrepresentation, and Clauses 12.2 and 12.3 do not apply to these liabilities.

- 12.2 Subject to Clause 12.2A, [inserted by CCN 30 dated October 2018] each party's liability to the other in contract, tort (including negligence) or otherwise in relation to this Agreement is limited to **REDACTED** £for any one incident or series of related incidents, to **REDACTED** for all incidents in any period of twelve (12) months and to **REDACTED** for all incidents during the term of this Agreement.
- 12.2A The Contractor's liability shall, in respect of any Losses incurred by the Authority arising from any breach by the Contractor of Clause 27 (Protection of Personal Data) and/or any failure by the Contractor or any Sub-contractor (including any Sub-processor) of the Contractor to comply with their respective obligations under Data Protection Legislation, be limited to **REDACTED** for all events in any period of 12 (twelve) consecutive calendar months [Added by CCN 30 dated October 2018].
- 12.3 Neither party is liable to the other, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatever.
- 12.4 Subject to Clause 12.2 and notwithstanding Clause 12.3 and the Authority's obligation to mitigate any loss, the parties agree that the Authority's operational and administrative costs arising from and any expenditure or charges made necessary by a Contractor's Default are not excluded under the provisions of this Clause 12.
- 12.5 Each provision of this Clause 12 operates separately. If any part is held by a Court to be unreasonable or inapplicable in any circumstances the other parts will continue to apply.

#### **12A. Intellectual Property Rights**

- 12A.1. Each party shall keep ownership of its own Existing IPR.
- 12A.1 The Contractor gives the Authority and, if requested by the Authority to any Replacement Contractor, a non-exclusive, royalty-free, licence that is irrevocable for its term to use (and sub-license on the same terms) the Contractor's Existing IPR to allow:
- 12A.1.1. the Authority to receive and use the Services;
  - 12A.1.2. the provision of the Services to prisoners; and
  - 12A.1.3. the transfer of services only to the Replacement Contractor.
- 12A.2. Where the Authority makes available to the Contractor the use of Authority procured software, any use of such software shall be on and subject to the terms of such licences as are applicable to such software.
- 12A.3. Any New IPR created under this Agreement shall be owned by the Authority.
- 12A.4. The Authority gives the Contractor a licence to use:
- 12A.4.1. any Authority Existing IPR for the purpose of fulfilling its obligations under this Agreement during the term;
  - 12A.4.2. any New IPR on a non-exclusive, perpetual, royalty-free, worldwide and irrevocable basis including the right for the Contractor to sub-license, transfer, novate or assign to third parties for any purpose including (without limit) commercial exploitation of the same.

- 12A.5. Where a party acquires ownership of IPRs that is inconsistent with the allocation of title set out under this Agreement, it shall assign in writing such IPRs as it has acquired to the other party on request and at its own cost do all things reasonably necessary to complete such transfer.
- 12A.6. The licences in Clauses 12A.1 and 12A.2 will expire on the date on which any Replacement Contractor provides services equivalent to the Services in all Establishments, and in event will expire not later than the date on which the Extension Term ends.
- 12A.7. Not used.
- 12A.8. Neither party shall have the right to use the other party's IPR, including any use of the other party's names, logos or trademarks, except as provided in this Clause 12A or otherwise agreed in writing.
- 12A.9. The Contractor shall, where the Authority requires a direct licence to any third party software for the sole purposes of using any assets owned by the Authority, which are solely held within the Establishments:
- 12A.9.1. use reasonable endeavours to procure that the third-party owner of any IPRs that are or which may be used to perform the Services grants to the Authority a non-exclusive licence; or
  - 12A.9.2. if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence (on the same licence terms as those between the Contractor and the third-party providing the licence), to use the Intellectual Property Rights in the same.
  - 12A.9.3. Such licence or sub-licence shall be non-exclusive and, royalty-free, and shall include the right for the Authority to sub-license, transfer, novate or assign to the Crown, the Replacement Contractor or to any other third party supplying goods and/or services to the Authority on the same terms.

### **13. Intellectual Property Rights Indemnity**

- 13.1 Subject always to the Authority's proper observance of its obligations under this Clause 13 and to the limitation of liability set out in Clause 12.2, the Contractor shall indemnify the Authority against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a full indemnity basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in the United Kingdom of any Intellectual Property Right by the use or possession of the System by the Authority or in connection with the Services.
- 13.2 The Contractor shall forthwith notify the Authority if any claim or demand is made or action brought against the Contractor for infringement or alleged infringement of any Intellectual Property Right which may affect the use or possession of the System by the Authority or which may affect the Services.
- 13.3 The Authority shall forthwith notify the Contractor as soon as practicable after receipt of a claim, demand or action is made or action brought against the Authority for infringement or alleged infringement of any Intellectual Property Right by reason of the use or possession of the System by the Authority or in connection with the Services. The Contractor shall at its own expense conduct any litigation arising therefrom and all negotiations in connection therewith and the Authority hereby agrees to grant to the Contractor exclusive control of any such litigation and such negotiations subject to prior consultation and agreement with the



Authority in relation to matters likely to affect the reputation or commercial interests of the Authority.

- 13.4 The Authority shall at the request of the Contractor and at its cost afford to the Contractor reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Contractor for infringement or alleged infringement of any Intellectual Property Right by reason of the use or possession of the System by the Authority or in connection with the Services and shall be repaid all costs and expenses (including but not limited to legal costs and disbursements on a full indemnity basis) incurred in doing so.
- 13.5 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority or the Contractor in respect of the use or possession of the System by the Authority or in connection with the Services.
- 13.6 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is proven or an injunction is granted by a court of relevant jurisdiction in respect of the System or in connection with the Services or in the reasonable opinion of the Contractor is likely to be proven, the Contractor may at its own expense either:
  - 13.6.1 modify or replace the System and the Services, without reducing the performance and functionality of the same, so as to avoid the infringement and the terms herein shall apply mutatis mutandis to such modified or replaced System and Services; or
  - 13.6.2 procure a licence to use the System and perform the Services on terms which are acceptable to the Authority; or
  - 13.6.3 take such other action as may reasonably be required to avoid or settle such claim or demand or action.
- 13.7 The foregoing provisions of this Clause 13 shall not apply insofar as any such claim, demand or action is in respect of:
  - 13.7.1 any use by or on behalf of the Authority of anything supplied by the Contractor under this Agreement in combination with any other item not so supplied where such use of the other item directly gives rise to the claim, demand or action; or
  - 13.7.2 any modification carried out by or on behalf of the Authority to any item supplied by the Contractor under this Agreement if such modification is not authorised by the Contractor in writing; or
  - 13.7.3 any use of the System not reasonably to be inferred from the specification or requirements of the Authority; or
  - 13.7.4 the Authority's unreasonable refusal to use a modified or replacement System supplied pursuant to Clause 13.6.
- 13.8 If a replacement or modification in accordance with Clause 13.6.1 above is not possible so as to avoid the infringement or the Contractor has been unable to procure a licence in accordance with Clause 13.6.2 or the Contractor has been unable to take any other action to avoid the infringement in accordance with Clause 13.6.3, the Contractor shall be liable for the value of a replacement System or Services or part thereof together with associated costs incurred in implementing such replacements.

## 14. Confidentiality

- 14.1 For the purposes of this Clause 14, the term "**Disclosing Party**" shall mean a party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the party which receives or obtains directly or indirectly Confidential Information.
- 14.2 Except to the extent set out in this Clause 14 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
- 14.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials and which shall, at a minimum, comply with the requirements of Schedule 11 (Information Security and Assurance));
  - 14.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;
  - 14.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
  - 14.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 14.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- 14.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 14A (Freedom of Information and Transparency) shall apply to disclosures required under the FOIA or the EIRs;
  - 14.3.2 the need for such disclosure arises out of or in connection with:
    - (a) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Agreement;
    - (b) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness of the Services or of the Authority in respect of the Services provided under this Agreement; or
    - (c) the conduct of a Central Government Body review in respect of this Agreement; or
  - 14.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

- 14.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 14.5 The Contractor may disclose the Confidential Information of the Authority on a confidential basis only to:
- 14.5.1 Contractor Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Contractor's obligations under this Agreement;
  - 14.5.2 its auditors; and
  - 14.5.3 its professional advisers for the purposes of obtaining advice in relation to this Agreement.

Where the Contractor discloses Confidential Information of the Authority pursuant to this Clause 14.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

- 14.6 The Authority may disclose the Confidential Information of the Contractor:
- 14.6.1 on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body;
  - 14.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - 14.6.3 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
  - 14.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 14.6(a) (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;
  - 14.6.5 on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the audit rights and Exit Management rights; or
  - 14.6.6 on a confidential basis to a proposed successor body in connection with any transfer, assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 14.

- 14.7 Nothing in this Clause 14 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

#### **14A. Freedom of Information and Transparency**

- 14A.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Contractor shall:
- 14A.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
  - 14A.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Business Days of receipt;
  - 14A.1.3 provide the Authority with a copy of all Information held on behalf of the Authority which is requested in a Request For Information and which is in its possession or control in the form that the Authority requires within five (5) Business Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
  - 14A.1.4 not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.
- 14A.2 The Contractor acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the Contractor. The Authority shall take reasonable steps to notify the Contractor of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.
- 14A.3 Notwithstanding Clause 14A.2 above, the Authority agrees that references in any documentation provided by the Contractor in relation to a further competition or this Agreement, that relate to the Contractor's customers, customer contracts, subcontractors, personal data, prices and charges will be exempt from disclosure in accordance with the provisions of the FOIA.
- 14A.4 The parties agree that, should the Authority request to introduce the requirement for Transparency Reports, or vary the requirements of an existing Transparency Report, any implementation or change of requirements will be agreed using the Change Control Procedure.
- 14A.5 Within twenty (20) Business Days of the parties agreeing to the Authority's request for a Transparency Report in accordance with Clause 14A.4 above, the Contractor shall submit to the Authority for approval (such approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the change control note.
- 14A.6 If the Authority rejects any proposed Transparency Report submitted by the Contractor, the Contractor shall submit a revised version of the relevant report for further approval within five (5) Business Days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. If the parties fail to agree on a draft Transparency Report the Authority shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a dispute.

- 14A.7 The Contractor shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in the change control note.
- 14A.8 For the avoidance of doubt, information included in a Transparency Report is not the Confidential Information of either party.
- 15. Termination, Exit and Expiry** [Added by CCN 12 dated December 2015].
- 15.1A Unless otherwise terminated, this Agreement expires at the end of the Additional Period, unless the Authority has given notice in accordance with Paragraph 2.1 of Schedule 14 (Exit Management), in which case this Agreement expires at the end of the Exit Period.
- 15.1 Without prejudice to the Authority's rights under Clauses 8.2 and 8.3 the Authority may at any time by notice in writing terminate this Agreement as from the date of service of such notice in the circumstances described in Clause 8.2 above [Added by CCN 12 dated December 2015].
- 15.2 The Authority may at any time by notice in writing terminate this Agreement forthwith, if the Contractor is in material Default of any obligation under this Agreement and: [Added by CCN 12 dated December 2015].
- 15.2.1 the Default being capable of remedy, the Contractor has failed to remedy the Default within thirty (30) days (or such longer period agreed by the parties) of written notice to the Contractor specifying the Default and requiring its remedy; or
- 15.2.2 the Default is not capable of remedy [Added by CCN 12 dated December 2015].
- 15.3 Subject to Clause 15.5, during the Additional Period the Authority may terminate this Agreement:
- 15.3.1 (without prejudice to Schedule 12 (List of Establishments)) in part by terminating the provision of Services to one or more Establishments by giving at least one (1) month notice to the Contractor. If the effective date of termination occurs during the Additional Period, Clauses 15.5 and 15.6 shall apply; or
- 15.3.2 in whole, by giving at least three (3) months' written notice to the Contractor. If the effective date of termination occurs during the Additional Period, Clause 15.5 and 15.6 shall apply [Added by CCN 12 dated December 2015].
- 15.4 During the final year of the Extension Term the Authority may terminate this Agreement: [Added by CCN 12 dated December 2015]
- 15.4.1 in part by terminating the provision of Services to one or more Establishments or parts of Establishments in accordance with Clauses 15.4A and 15.4B; or [CCN 12 dated December 2015]
- 15.4.2 in whole, by (without prejudice to the timing of the migration of Establishments under the Exit Plan) giving at least three (3) months' written notice to the Contractor.
- 15.4A Any notice to terminate under Clause 15.4.1 must give one (1) months' written notice in relation to each Establishment or part of an Establishment.

15.4B For the avoidance of doubt:

15.4B.1 the Authority may:

- (a) serve one or more notices under Clause 15.4.1;
- (b) serve a notice under Clause 15.4.1 at any time on or after the date one (1) month before the end of the Additional Period;

15.4B.2 a notice under Clause 15.4.1 may:

- (a) relate to one or more Establishments and one or more parts of an Establishment;
- (b) specify different termination dates for different Establishments or parts of an Establishment;
- (c) be re-issued from time to time to specify new termination dates for any Establishment or part of an Establishment, provided that any new termination date is more than one (1) month after the date on which the original notice was provided; and

15.4B.3 the contents of a notice under Clause 15.4B.1 must be consistent with the contents of the Exit Plan, where one has been agreed.

15.4C Where the number of Establishments (whether whole or in part) at which the Contractor provides the Services falls below **REDACTED** percent of the number of Establishments at which it provided the Services at the end of the Additional Period, the parties may agree, using the Change Control Procedure, appropriate additional payments by **REDACTED**.

15.5 If the Authority ends the Agreement in accordance with Clause 15.3 the Authority agrees to pay the Contractor the Termination Charges as set out in Clause 15.6. The Authority acknowledges the Termination Charges represent a genuine pre-estimate of the loss suffered by the Contractor due to the Authority's early termination of the Agreement (or provision of Services to any Establishment as the case may be) having regard for the overall commercial deal agreed between the parties and does not represent a penalty. The Contractor acknowledges that the compensatory Termination Charges payable under Clause 15.6 are the Contractor's sole remedy for termination of this Agreement under Clause 15.3. [CCN 12 dated Dec 2015]

15.6 Subject to Clause 15.6A, if the Authority exercises the termination right in:

15.6.1 Clause 15.3.1 and the effective date of termination occurs during the Additional Period, for each Establishment which is terminated, the Authority shall pay the Contractor compensatory Termination Charges in the sum of **REDACTED** from the effective date of termination until the end of the third year of the Additional Period; or [Added by CCN 12 dated December 2015]

15.6.2 Clause 15.3.2 and the effective date of termination occurs during the Additional Period, the Authority shall pay the Contractor compensatory Termination Charges **REDACTED** in respect of any Establishments terminated under Clause 15.3.1 [Added by CCN 12 dated December 2015]

- 15.6A The Authority may (at its option) terminate the provision of Services at up to ten (10) Establishments during the Additional Period without paying the Contractor the compensatory Termination Charges set out in Clause 15.6. [Added by CCN 12 dated December 2015]
- 15.7 The provisions of Clause 12.2 do not apply to the payment of any Termination Charge. [Added by CCN 12 dated December 2015]
- 15.8 Not used. [CCN 12 dated December 2015]
- 15.9 Not used. [CCN 12 dated December 2015]
- 15.10 Termination in accordance with this Clause 15 shall not prejudice or affect any other right of action or remedy which shall have accrued or shall thereafter accrue to either party. [CCN 12 dated December 2015]
- 15.11 The provisions of Clauses 1 (Interpretations), 6 (Licences to use Software), 12 (Limitation of Liability), 12A (Intellectual Property Rights), 13 (Intellectual Property Rights Indemnity), 14 (Confidentiality), 14A (Freedom of Information and Transparency), 15 (Termination, Exit and Expiry [Added by CCN 12 dated December 2015].), 16 (Recovery of Sums Due), 27 (Protection of Personal Data), [inserted by CCN 30 October 2018], 28 (Publicity), 29 (Official Secrets Acts), 30 (Corrupt Gifts and Payments of Commission), 36.3 (
- 15.12 Severability), 38 (Waiver), 41 (Liability for Claims), 42 (Law and Jurisdiction), 43 (Dispute Resolution), 44 (Conduct of Claims) and 45 (Entire Agreement) and Schedule 1 (Interpretations), Schedule 14 (Exit Management) and Schedule 15 (Staff Transfer) shall survive the termination or expiry of this Agreement [CCN 12 dated December 2015 and CCN 30 dated October 2018]
- 15.13 The Contractor may at any time by notice in writing terminate this Agreement if the Authority is in material Default of its obligations hereunder and the Authority shall fail to remedy such Default within thirty (30) days (or such longer period agreed by the parties) of written notice to the Authority specifying the Default and requiring its remedy. [CCN 12 dated December 2015]
- 15.14 Not used [CCN 12 dated December 2015]
- 15.15 The parties shall comply with the provisions of Schedule 14 (Exit Management) and any current Exit Plan in relation to orderly transition of the Services to the Authority or a Replacement Contractor in respect of expiry and any termination of the Services or any part of the Services. [CCN 12 dated December 2015]
- 15.16 The parties agree that Schedule 15 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services. [CCN 12 dated December 2015]
- 16. Recovery of Sums Due**
- 16.1 If any sum of money shall be due from the Contractor under the terms of this Agreement, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Agreement.
- 17. Loss of the System**
- 17.1 Notwithstanding the provisions of Clause 8.1, the Authority shall only be liable for any loss of the System or any part thereof supplied under this Agreement while it is at the Establishments if such loss is occasioned by the negligence of the Authority. For the

avoidance of doubt, the parties agree that damage or misuse resulting in any loss of the System caused by the malicious or wilful acts of prisoners or the malicious or negligent acts or omissions of the Authority's staff, agents or Sub-contractors shall be deemed to be the negligence and responsibility of the Authority.

- 17.2 The Contractor shall, on being so ordered by the Authority, with all possible speed make good any loss affecting the System, whether such loss arises in the circumstances referred to in Clauses 17.1 or otherwise, and shall notwithstanding such loss proceed with and complete the installation of the System and performance of the Services in accordance with this Agreement. The Authority shall pay the costs of making good only if such loss is occasioned by the negligence of the Authority.

## **18. Damage to Plant, Tackle and Tools**

- 18.1 All plant, tackle and tools at the Establishments provided by or on behalf of the Contractor shall stand at the risk and be in the sole charge of the Contractor during the term of this Agreement subject to strict compliance with any instructions the Authority may give in relation to the storage and handling of such plant, tackle and tools.
- 18.2 The Contractor shall be required to remove all such plant, tackle and tools which it brings to the Establishments at the request of the Authority or upon termination of this Agreement whichever is earlier.
- 18.3 The Contractor shall ensure that all such plant, tackle and tools shall meet minimum safety standards required by law or manufacturer's/suppliers' recommendations.

## **19. Packaging**

- 19.1 The Contractor shall immediately following delivery of any materials or supplies remove at its own expense from the Establishments all packaging save for containers for consumable stores reasonably required for their safe storage.

## **20. Operating Documentation**

- 20.1 The Contractor shall supply the Documentation with the System. The Contractor warrants that the Documentation comprises a complete set of operating manuals required by the Authority in order to use the Service for the relevant items of Hardware and Software delivered.

## **21. Electrical Requirements**

- 21.1 The Contractor shall be responsible for the electrical connections to be made to the System.
- 21.2 The Authority shall make available the Electricity Supply as specified in writing by the Contractor in all locations within Establishments as the Contractor may reasonably request.
- 21.3 The Contractor warrants that the System shall function on the Electricity Supply in accordance with the provisions of this Agreement.
- 21.4 The Authority shall pay all electricity standing charges and charges in respect of the use of electrical power by the System at Establishments.

## **22. Term of Agreement**

- 22.1 This Agreement shall commence on the date hereof and shall continue for a period of ten (10) years from System Operational Date, unless the Implementation Plan is delayed due to the



unreasonable acts or omissions of the Authority or Force Majeure, in which event any such delays will be added pro-rata. The Authority will have the option to extend this Agreement for subsequent periods of up to five (5) years at a time with the agreement of the Contractor by providing twelve (12) months written notice of their intention to do so.

- 22.2 The Authority and the Contractor have invoked the option as set out in Clause 22.1 to extend the Agreement for a further period of five (5) years as agreed in CCN 1/10. The Agreement is extended until 31<sup>st</sup> May 2016. The Authority will have the option to extend this Agreement for subsequent further periods of up to five (5) years at a time, subject to the agreement of the Contractor, by the Authority providing twelve (12) months written notice of its intention to do so. [CCN 1/10 dated February 2010]
- 22.3 The Authority and the Contractor have agreed to extend the Agreement from the CCN 100 Effective Date until 31 May 2026 ("**Additional Period**").
- 22.4 With the Additional Period and any period up to twelve (12) months beyond the Additional Period during which the Contractor is required to provide Exit Services in accordance with Paragraph 2.1 of Schedule 14 (Exit Management) together being the "**Extension Term**".

### **23. Electrical Interference**

- 23.1 The Contractor warrants that, at the Installation Acceptance Date, the System when operating shall not cause unacceptable electrical interference to any of the Authority's communication systems or those of any third party. For the purpose of this Clause 23.1 the System shall be deemed to include testing and monitoring instruments supplied under this Agreement.
- 23.2 The Authority warrants that systems installed by the Authority, or its nominated representative/Sub-contractors, at Establishments after the Installation Date when operating shall not cause unacceptable electrical interference to the System.

### **24. Authority's Obligations**

- 24.1 Subject to the provisions of Clause 14 the Authority undertakes to carry out the Authority's Responsibilities in a timely manner.

### **25. Progress Reports**

- 25.1 Where progress reports are to be submitted under this Agreement, the Contractor shall render such reports as to the progress of the mutual obligations under this Agreement at the time and in such form as may be reasonably required by the Authority.
- 25.2 Submission, receipt and acceptance of these reports shall not prejudice the rights of either party under this Agreement.

### **26. Health and Safety Hazards**

- 26.1 The Contractor shall notify the Authority of any health and safety hazards which may arise in connection with the performance of this Agreement.
- 26.2 The Authority shall notify the Contractor of any health and safety hazards of which it is aware at the Establishments and which may affect the Contractor. The Contractor shall draw these hazards to the attention of its employees and Sub-contractors or any persons engaged by the Contractor in the performance of this Agreement at the Establishments.

- 26.3 The Contractor shall inform all persons engaged in the performance of this Agreement at the Establishments of all such hazards and shall instruct such persons in connection with any necessary associated safety measures.
- 26.4 The Contractor shall ensure that it and its employees, volunteers, agents and Sub-contractors shall in the course of this Agreement, and in the carrying out of the Services, comply with the Health & Safety at Work etc Act 1974 ("**HSWA**"), and the Construction (Design and Management) Regulations 2015 ("**CDM**") which terms shall include all regulations, orders codes of guidance and any other supplemental legislation, circulars or guidance, made or issued pursuant thereto, and any statutory modification or re-enactment thereof, together with any code of guidance prepared by the Authority and supplied to the Contractor either before or during this Agreement, and all persons who are at work (as defined in that Act) in connection with this Agreement shall comply at all times with HSWA and CDM.
- 26.5 If, at any time, the Authority reasonably considers that HSWA or CDM are not being complied with, it shall be entitled to do any or all of the following:
- 26.5.1 to instruct the Contractor to cease to carry out the work or the Services (or a specified part thereof) either immediately or within a specified period, or not later than a specified date or time; or
- 26.5.2 to instruct the Contractor to take specified steps to secure compliance with HSWA or, CDM or to comply with advice or requirements of the Authority.
- 26.6 The Contractor shall inform the Authority forthwith upon complying with any such instruction and if the Authority subsequently confirms in writing that he is satisfied that the Contractor has so complied, the Contractor shall recommence the work or the Services.
- 26.7 The Contractor shall as part of the Implementation Plan, include a health and safety plan which shall include a risk assessment for all works required in relation to the installation of the System and the provision of the Services.

## **27. Protection of Personal Data**

- 27.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor. The only Processing that the Contractor is authorised to do is listed in Schedule 20 (Processing, Personal Data and Data Subjects) by the Authority and may not be determined by the Contractor. [CCN 30 dated October 2018]
- 27.2 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation, provided that such instructions are contained in this Agreement or provided to the Contractor in accordance with Clause 1.6.3 (Interpretations). [CCN 30 dated October 2018]
- 27.3 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment. Such assistance may, at the discretion of the Authority, include:
- 27.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
- 27.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

- 27.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
- 27.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data. [CCN 30 dated October 2018]
- 27.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
  - 27.4.1 process that Personal Data only in accordance with Schedule 20 (Processing, Personal Data and Data Subjects), unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
  - 27.4.2 ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
    - (a) nature of the data to be protected;
    - (b) harm that might result from a Data Loss Event;
    - (c) state of technological development; and
    - (d) cost of implementing any measures. [CCN 30 dated October 2018];
  - 27.4.3 ensure that:
    - (a) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 20 (Processing, Personal Data and Data Subjects));
    - (b) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
      - (i) are aware of and comply with the Contractor's duties under this Clause;
      - (ii) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
      - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Agreement; and
      - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - 27.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
    - (a) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or

- equivalent provisions of the Data Protection Legislation) as determined by the Authority;
- (b) the Data Subject has enforceable rights and effective legal remedies;
  - (c) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
  - (d) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- 27.4.5 at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data. [CCN 30 dated October 2018]
- 27.5 Subject to Clause 27.6, the Contractor shall notify the Authority:
- 27.5.1 without undue delay, and in any event within seventy two (72) hours, if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; and
- 27.5.2 promptly, and in any event within twenty four (24) hours, if it becomes aware of a Data Loss Event. [CCN 30 dated October 2018]
- 27.6 The Contractor's obligation to notify under Clause 27.5.1 shall include the provision of further information to the Authority in phases, as details become available. [CCN 30 dated October 2018]
- 27.7 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 27.5.1 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- 27.7.1 the Authority with full details and copies of the complaint, communication or request;

- 27.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- 27.7.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- 27.7.4 assistance as requested by the Authority following any Data Loss Event;
- 27.7.5 assistance as reasonably requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office. [CCN 30 dated October 2018]
- 27.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 27. [CCN 30 dated October 2018]
- 27.9 To the extent that the Contractor is acting as a Processor for and on behalf of the Authority (as the Controller) in relation to the Processing that it is carrying out, it shall, within ten (10) Business Days of a request from the Authority, allow its data processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by the Authority (and/or its representatives, including its appointed auditors) in order to ascertain compliance with the terms of this Clause 27.9, and provide reasonable information, assistance and co-operation to the Authority, including access to relevant personnel, in connection with such activities, provided that:
  - 27.9.1 the Authority will (and will procure that its representatives, including its appointed auditors will) use reasonable endeavours:
    - (a) not to disrupt the Contractor's business;
    - (b) to conduct the audit during business hours;
    - (c) not to interfere with the interests of the Contractor's other customers;
  - 27.9.2 the Authority (and/or its representatives, including its appointed auditors) will comply with the Contractor's relevant security policies and appropriate confidentiality obligations; and
  - 27.9.3 the parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 27, unless the audit identifies a material default by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit. [CCN 30 dated October 2018]
- 27.10 Each party shall designate a data protection officer if required by the Data Protection Legislation. [CCN 30 dated October 2018]
- 27.11 Before allowing any Sub-processor to process any Personal Data which relates to prisoners under this Agreement, the Contractor must:
  - 27.11.1 notify the Authority in writing of the intended Sub-processor and processing;
  - 27.11.2 obtain the written consent of the Authority;

- 27.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 27.11.3 such that they apply to the Sub-processor; and
- 27.11.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require. [CCN 30 dated October 2018]
- 27.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor. [CCN 30 dated October 2018]
- 27.13 The Authority may, at any time on not less than thirty (30) Business Days' notice, subject to the Change Control Procedure, revise this Clause by replacing it with any applicable controller to processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement). [CCN 30 dated October 2018]
- 27.14 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than thirty (30) Business Days' notice to the Contractor, subject to the Change Control Procedure, amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office which is binding on the provision or receipt of the Services.
- 27.15 The Contractor shall provide certificates of destruction to the Authority in relation to any personal data that it destroys. These certificates shall be signed by a member of the Contractor staff with suitable legal and commercial authority.

#### **Data processed for law enforcement purposes**

- 27.16 In relation to the telephone conversations between prisoners and third parties using the Services and System ("**Conversations**"), Personal Data contained in, and call records generated in connection with, such Conversations the Contractor shall:
- 27.16.1 maintain audit logs for its processing operations in respect of:
- (a) collection;
  - (b) alteration;
  - (c) consultation;
  - (d) disclosure (including transfers); and
  - (e) erasure,
- 27.16.2 ensure that:
- (a) the logs of consultation make it possible to establish the date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
  - (b) the logs of disclosure make it possible to establish the date and time of, the disclosure; and the identity of the recipients of the data; and
  - (c) the logs can be made available to the Information Commissioner's Office on request;
- (together the "**Logs**")

- 27.16.3 use the Logs only to:
- (a) verify the lawfulness of processing;
  - (b) assist with self-monitoring by the Authority or (as the case may be) the Contractor, including the conduct of internal disciplinary proceedings;
  - (c) ensure the integrity of Personal Data; and
  - (d) assist with criminal proceedings. [CCN 30 dated October 2018]

**Clause 27A Modern Slavery** [CCN 24 dated March 2018]

27A.1 The Contractor undertakes, represents and warrants that:

- 27A.1.1 it shall comply with the Modern Slavery Act 2015 (as updated from time to time); [CCN 24 dated March 2018]
  - 27A.1.2 it has not knowingly been and is not knowingly engaged in any practices involving the use of child labour, forced labour, the exploitation of vulnerable people, or human trafficking, including any activity or practice that would constitute an offence under s.1, s.2 and s.4 of the Modern Slavery Act 2015 (as updated from time to time), if carried out in the UK ("**slavery and human trafficking**"), and it has in place and operates processes to diligently assess for evidence of such practices; [CCN 24 dated March 2018]
  - 27A.1.3 it has not been notified that it is subject to an investigation by the UK Police or Crown Prosecution Service or any other appropriate authority relating to an alleged offence or prosecution under the Modern Slavery Act 2015 (as updated from time to time); [CCN 24 dated March 2018]
  - 27A.1.4 it is not aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged offence or prosecution under the Modern Slavery Act 2015 (as updated from time to time); [CCN 24 dated March 2018]
  - 27A.1.5 its personnel and subcontractors are paid in compliance with all applicable employment laws and minimum wage requirements; and [CCN 24 dated March 2018]
  - 27A.1.6 it will take reasonable steps to prevent slavery and human trafficking in connection with the Contractor's business.[CCN 24 dated March 2018]
- 27A.2 The Contractor shall provide reasonable assistance to demonstrate to the Authority that the representations and warranties given above are true and accurate. [CCN 24 dated March 2018]
- 27A.3 The Contractor agrees to respond to all reasonable requests for information, having regard to that information which is publicly available from the Contractor, required by the Authority for the purposes of completing the Authority's annual anti-slavery and human trafficking statement as required by the Modern Slavery Act 2015 (as updated from time to time). [CCN 24 dated March 2018]
- 27A.4 In addition to any other rights of audit that the Authority has under this Agreement or any Schedule to this Agreement, the Contractor will permit the Authority and its third party representatives (at the Authority's own cost), on reasonable notice during normal business

hours, but without notice if there are reasonable grounds to suspect an instance of slavery and human trafficking in connection with the operation of this Agreement to access the Contractor's records and any other information held at the Contractor's premises and to meet with the Contractor's personnel and Sub-contractors (as the case may be) and more generally to audit the Contractor's compliance with its obligations relating to slavery and human trafficking. The Contractor shall give all reasonable necessary assistance to the conduct of such audits during the term of this Agreement. This Paragraph shall be subject always to any reasonable duty of confidentiality that the Contractor has entered in to with any other party. [CCN 24 dated March 2018]

- 27A.5 The Contractor shall promptly notify the Authority in writing if it becomes aware or has reason to believe that it, or any of its personnel or Sub-contractors working in connection with this Agreement have breached or potentially breached any of the Contractor's obligations under this Section 27A. Such notice to set out full details of the circumstances subject to any reasonable confidentiality obligations to which the Contractor is otherwise bound, concerning the breach or potential breach of Contractor's obligations. [CCN 24 dated March 2018]
- 27A.6 Any instances of slavery and human trafficking contrary to the Modern Slavery Act 2015 which prove to be directly connected to the Contractor (or its personnel and/or Sub-contractors) will entitle the Authority to immediately terminate the Agreement. [CCN 24 dated March 2018]

**Clause 27B Compliance with Bribery Act [CCN 24 dated March 2018]**

- 27B.1 The Contractor represents, warrants and undertakes that it shall and shall procure that any person associated with the Contractor who is performing services in connection with this Agreement (an "**Associate**") comply with all applicable Law relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**"). [CCN 24 dated March 2018]
- 27B.2 Without limiting Section 27B.1, the Contractor represents warrants and undertakes that it and its Associate shall have in place and adhere to and comply with policies and protocols regarding bribery, fraudulent acts, and or any other corrupt practices and: [CCN 24 dated March 2018]
- 27B.2.1 provide any information reasonably required by the Authority from time to time in relation to ensuring compliance by the Contractor of the Relevant Requirements; [CCN 24 dated March 2018]
- 27B.2.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; [CCN 24 dated March 2018]
- 27B.2.3 have and maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; [CCN 24 dated March 2018]
- 27B.2.4 report to the Authority any request or demand for any undue financial or other advantage of any kind that is knowingly received by the Contractor or its Associate in connection with the performance of this Agreement; and [CCN 24 dated March 2018]
- 27B.2.5 have processes in place to record and effectively manage conflicts of interest including a requirement for any public official who might be working for the



Contractor to declare and register any potential conflicts. [CCN 24 dated March 2018]

- 27B.3 Breach of this Clause 27B shall be deemed a material breach of this Agreement [CCN 24 dated March 2018].
- 27B.4 For the purposes of this Clause 27B Associate includes any Sub-contractor of the Contractor. [CCN 24 dated March 2018]
- 27B.5 For the purposes of this Clause 27B, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with the definition of the Bribery Act 2010 (and any guidance issued for the Bribery Act 2010) [CCN 24 dated March 2018]

## **28. Publicity**

- 28.1 Except with the written consent of the other party neither party shall make any press announcements or publicise this Agreement in any way.
- 28.2 Both parties shall take all reasonable steps to ensure the observance of the provisions of Clause 28.1 by all their servants, employees, agents and consultants. The Contractor shall take all reasonable steps to ensure the observance of the provisions of Clause 28.1 by its Sub-contractors.
- 28.3 Notwithstanding the provisions of Clause 28.1, either party shall be entitled to publicise this Agreement in accordance with any legal or quasi legal obligation upon them, including, but without limitation, obligations under the General Agreement on Tariffs and Trade, Agreement on Government Procurement and any mandatory government policy relating to transparency in commercial or procurement matters.
- 28.4 Where reasonably required by the Authority, the Contractor shall acknowledge its involvement with the Authority under this Agreement by including references, acknowledgements, or attributions, including the use of the Authority's name or logo in any document, literature, advertisement, notice or other publicity produced in relation to this Agreement. The Services delivered shall, at the discretion of the Authority be described under the name or logo of HM Prison and Probation Service ("HMPPS") use of the name or logo in or on publicity material including, but not limited to premises' fascia signs, letterheads, leaflets and brochures produced in relation to this Agreement.
- 28.5 The Contractor shall not make any use of the Authority's name or logo in any way (except as required or permitted by any provision of this Agreement) except with the prior written consent of the Authority which, if given, may be subject to conditions.

## **29. Official Secrets Acts**

- 29.1 The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons engaged on any work in connection with this Agreement have notice that these statutory provisions apply to them and will continue so to apply after the expiry or termination of this Agreement.
- 29.2 Notwithstanding the generality of Clause 29.1, the provisions of Clause 14 shall operate without prejudice to and be read subject to the application of the Official Secrets Acts 1911 to 1989.

### **30. Corrupt Gifts and Payments of Commission**

- 30.1 Save for commissions due under Schedule 8 hereto the Contractor shall neither:
- 30.1.1 offer or give or agree to give any person on Her Majesty's Service any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this Agreement or any other Agreement with Her Majesty's Service or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement; nor
  - 30.1.2 enter into this Agreement if in connection with it commission has been paid or agreed to be paid to any person on Her Majesty's Service by the Contractor or on the Contractor's behalf or to the Contractor's knowledge, unless before this Agreement is made particulars of any such commission and of the terms and conditions of any Agreement for the payment thereof have been disclosed in writing to the Authority.
- 30.2 In the event of any breach of this Clause 30 by the Contractor or by anyone employed by the Contractor or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by anyone employed by the Contractor or acting on behalf of the Contractor under the Bribery Act 2010 in relation to this or any other Agreement for Her Majesty's Service, the Authority may summarily terminate this Agreement by notice in writing to the Contractor. Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and provided always that the Authority may recover from the Contractor the amount or value of any such gift, consideration or commission.
- 30.3 The decision of the Authority shall be final and conclusive in any dispute, difference or question arising in respect of:
- 30.3.1 the interpretation of this Clause (except so far as the same may relate to the amount recoverable from the Contractor under Clause 30.2 in respect of any loss resulting from such termination of this Agreement); or
  - 30.3.2 the right of the Authority under this Clause 30 to terminate this Agreement; or
  - 30.3.3 the amount or value of any such gift, consideration or commission.

### **31. Contractor's Personnel**

- 31.1 The Authority reserves the right under this Agreement to refuse to admit to any Establishments occupied by or on behalf of the Crown any person employed or engaged by the Contractor, or by a Sub-contractor, whose admission would be, in the opinion of the Authority, undesirable.
- 31.2 If and when directed by the Authority, the Contractor shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with the performance of this Agreement to any Establishments occupied by or on behalf of the Crown, specifying the capacities in which they are concerned with this Agreement and giving such other particulars as the Authority may reasonably require.
- 31.3 If and when directed by the Authority, the Contractor shall secure that any person employed or engaged by the Contractor or by a Sub-contractor, who is specified in the direction or is

one of a class of persons who may be so specified, shall sign a statement that he understands that the Official Secrets Acts 1911 to 1989 apply to him both during the term of and after the expiry or termination of this Agreement.

- 31.4 The Contractor's representatives, engaged within the boundaries of an Establishment, shall 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 at that Establishment and when outside that Establishment. Save that the Contractor's representatives shall only be obliged to comply with any local or temporary (or both) rules or regulations advised to them in writing as in force for the time being.
- 31.5 If the Contractor shall fail to comply with Clause 31.2 and if the Authority (whose decision shall be final and conclusive) shall decide that such failure is prejudicial to the interests of the State and if the Contractor does not comply with the provisions of Clause 31.2 within a reasonable time of written notice so to do then the Authority may deny access to the relevant Establishments to the Contractor its servants, agents and Sub-contractors which shall not be treated as a Force Majeure or as entitling the Contractor to delay or postpone any work or services or to extend any time limits set under this Agreement.
- 31.6 The decision of the Authority as to whether any person is to be refused admission to any Establishments occupied by or on behalf of the Crown and as to whether the Contractor has failed to comply with Clause 31.2 shall be final and conclusive.

## **32. Discrimination**

- 32.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or any statutory modification or re-enactment thereof relating to discrimination in employment.
- 32.2 The Contractor shall take all reasonable steps to ensure the observance of the provisions of Clause 32.1 by all servants, employees, agents and consultants of the Contractor and all Sub-contractors.

## **33. Force Majeure**

- 33.1 For the purposes of this Agreement the expression "**Force Majeure**" shall mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) acts of God, riots, war or armed conflict, acts of terrorism, acts of Government, local government or regulatory bodies, fire, flood, or other disaster but excluding any industrial dispute relating to the Contractor or its staff or any other failure in the Contractor's supply chain caused by the Covid-19 pandemic or the United Kingdom's exit from the EU. Such cause will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions by the relevant party its agents and employees.
- 33.2 Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.
- 33.3 If either of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

- 33.4 It is expressly agreed that any failure by the Contractor to perform or any delay by the Contractor in performing its obligations under this Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Contractor shall have entered into any contract, supply arrangement or sub-contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.
- 33.5 Any delay to the Implementation Plan resulting from a Force Majeure event will result in an equivalent extension to the duration of the Implementation Plan and may extend the Minimum Period, if agreed by both parties.
- 33.6 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure under this Clause 33.

#### **34. Transfer and Sub-Contracting**

- 34.1 This Agreement is personal to the Contractor. Subject to the provisions of Clause 27.11 (Protection of Personal Data) to the extent that the relevant sub-contract involves the appointment of a Sub-processor. The Contractor shall not assign, novate, sub-contract or otherwise dispose of this Agreement or any part thereof without the previous consent in writing of the Authority, such consent not to be unreasonably withheld or delayed. In the event that such consent is given the Authority shall require and the Contractor shall procure that the assignee or Sub-contractor shall execute an appropriate deed of adherence confirming the obligations of the assignee or Sub-contractor to comply with and fulfil all the obligations of the Contractor arising under this Agreement. [CCN 30 dated October 2018]
- 34.2 Except where such rights or obligations involve the Processing of Personal Data, the Contractor may assign its rights or obligations (or both) to a subsidiary or Holding Company, or a subsidiary of that Holding Company, all as defined by Section 1159 of the Companies Act 2006 as amended without consent provided that it notifies the Authority that it has done so. [CCN 30 dated October 2018]
- 34.3 The Authority shall be entitled to:
- 34.3.1 assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any department, office or agency of the Crown provided that any such assignment, novation, sub-contracting or other disposal shall not increase the burden of the Contractor's obligations or adversely affect the Contractor's rights pursuant to this Agreement; or
  - 34.3.2 novate this Agreement to any other body established by the Crown, under statute or contracted substantially to perform any of the functions that previously had been performed by any department, office or agency of the Crown, save that in the event of the Authority or its successor contracting with a third party for the operation of its telecommunications or information technology requirements (or both) novation of this Agreement to such a third party shall be subject to the prior written agreement of the Contractor not to be unreasonably withheld or delayed.
- 34.4 Notwithstanding the generality of Clause 34.3 any change in the legal status of the Authority such that it ceases to be a department, office or agency of the Crown shall not affect the validity of this Agreement. In the event of the Establishment or a successor to the Authority, this Agreement shall bind and inure to the benefit of any such successor to the Authority.

- 34.5 So far as is consistent with the Contractor's security policies, the Contractor shall:
- 34.5.1 subject to Clause 34.7, advertise on Contracts Finder all new Sub-contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of twenty five thousand pounds (£25,000) that arise during the Extension Term;
  - 34.5.2 within ninety (90) days of awarding a Sub-contract to a Sub-contractor following the publication of a notice under Clause 34.5.1, update the notice on Contracts Finder with details of the successful Sub-contractor;
  - 34.5.3 monitor the number, type and value of the Sub-contract opportunities placed on Contracts Finder advertised and awarded during the Extension Term;
  - 34.5.4 provide reports on the information at Clause 34.5.3 to a Authority in the format and frequency as reasonably specified by the Authority; and
  - 34.5.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 34.6 Each advert referred to at Clause 34.5.1 above shall provide a full and detailed description of the Sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.
- 34.7 The obligation at Clause 34.5 shall only apply in respect of Sub-contract opportunities arising during the Extension Term.
- 34.8 Notwithstanding Clause 34.5.1, the Authority may by giving its prior written approval, agree that a Sub-contract opportunity is not required to be advertised on Contracts Finder.

## **35. Continuity**

- 35.1 Subject to Clause 33, the Contractor is entirely responsible for ensuring the continuity of the working of the System and Services as specified in this Agreement. This applies to equipment and services supplied both by the Contractor and by the Contractor's Sub-contractors. The Contractor is not responsible for any failure of the working of the System or the Service which is due to the negligence or default of the Authority.

## **36. Modifications**

### **36.1 Principles**

- 36.1.1 Where either party wishes to change any aspect of this Agreement, such change may only be made in accordance with the Change Control Procedure as set out at Clause 36.2.
- 36.1.2 Neither party will unreasonably withhold its agreement to any change.
- 36.1.3 Until such time as the change is made in accordance with this Change Control Procedure, each party will, unless otherwise agreed in writing, continue to perform its obligations under this Agreement as if the request or recommendation had not been made.
- 36.1.4 Any discussions which may take place between the Contractor and the Authority in connection with a request or recommendation before the authorisation of a

resultant change to this Agreement will be without prejudice to the rights of either party.

36.2 Procedure

36.2.1 A written request for an amendment by either party will be submitted to the other party in the form of two copies of a change control note (also known as a "CCN").

36.2.2 Each change control note will contain:

- (a) the title of the change;
- (b) a sequential number agreed by both parties;
- (c) the originator and date of the request or recommendation for the change;
- (d) the reason for the change;
- (e) full details of the change including any specifications;
- (f) the price, if any, of the change;
- (g) a timetable for implementation together with any proposals for acceptance of the change;
- (h) a schedule of payments if appropriate;
- (i) details of the likely impact, if any, of the change on other aspects of this Agreement;
- (j) the date of expiry of validity of the change control note; and
- (k) provision for signature by both parties.

36.2.3 For each change control note submitted the receiving party will, within the period of the validity of the change control note:

- (a) evaluate the change control note; and, as appropriate:
- (b) request further information;
- (c) arrange for the two copies of the change control note to be signed by the receiving party; or
- (d) notify the originator of the rejection of the change control note.

36.2.4 If the Contractor considers that a response to a change control note would necessitate significant allocation of resources, the Contractor will notify the Authority accordingly and, on agreement by the Authority, the Contractor will make a proposal for a paid study of the cost and implications of producing the requested change. Pending the Authority's acceptance of that proposal the Contractor will be relieved of its obligation to produce such a change control note.

- 36.2.5 A change control note signed by a duly authorised representative of the Contractor and by a duly authorised representative of the Authority will constitute an amendment to this Agreement.
- 36.3 Where changes are agreed under the Change Control Procedure, then the Contractor shall prepare and provide to the Authority a draft of the updated and consolidated version of this Agreement at least once every twelve (12) months, which shall incorporate all changes made to the consolidated Agreement since the last version. The parties shall jointly review the proposed updated draft and agree it as soon as reasonably practicable (such agreement not to be unreasonably withheld or delayed).
- 37. Severability**
- 37.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Authority and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.
- 38. Waiver**
- 38.1 The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.
- 38.2 A waiver of any Default shall not constitute a waiver of any subsequent Default.
- 38.3 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 39. Rights to use Land or Accommodation or Assets [CCN 33 dated February 2019]**
- 39.1 Any land or accommodation (including temporary buildings) or elements of the System comprising Authority Assets [CCN 33 dated February 2019] made available to the Contractor by the Authority in connection with this Agreement shall be made available to the Contractor free of charge and shall be used by the Contractor solely for the purpose of performing this Agreement. The Contractor shall have the non-exclusive use of such land or accommodation or elements of the System comprising Authority Assets [CCN 33 dated February 2019] as licensee and shall (in the case of land or accommodation) vacate the same forthwith upon the termination or expiry of this Agreement or at such earlier date as the Authority may determine,
- 40. Issues of Government Property and Responsibility for Stock Accuracy**
- 40.1 Any Government Property issued in connection with the Agreement (hereinafter called "**Issued Property**") shall remain the property of the Authority and shall be used in the execution of the Agreement and for no other purpose whatsoever, without the prior approval of the Authority.
- 40.2 The Contractor shall be responsible for the safe custody and storage of Issued Property and shall be responsible for all loss thereof or damage thereto which arises from the act or neglect of the Contractor its servants, agents and Sub-contractors until delivered in accordance with

the Authority's instructions. Deterioration in Issued Property resulting from its normal and proper use in the execution of the Agreement shall not be deemed to be loss or damage (except insofar as the deterioration is attributed to any misuse, lack of care or want of maintenance by the Contractor). Except as hereinafter provided the Contractor shall not be liable for loss or damage to the Issued Property arising from:

- 40.2.1 aircraft or other aerial devices or objects dropped therefrom, including pressure waves caused by aircraft or such devices where travelling at sonic or supersonic speeds;
- 40.2.2 ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
- 40.2.3 the radioactive, toxic, explosive or other hazard properties of any nuclear assembly or nuclear component thereof;
- 40.2.4 riot, civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power;
- 40.2.5 Queen's enemy risks (within the definition of that expression contained in 15(1)(a) of the War Risks Insurance Act 1939 as for the time being in force):  
or
- 40.2.6 the negligence of the Authority, its servants or agents, or wilful destruction by prisoners.

Provided that the Contractor shall be so liable to the extent that any of the aforementioned risks are covered by his existing insurance.

- 40.3 The Contractor shall maintain complete records of receipt and use or disposal of Issued Property or of any special equipment, tools, material, instruments, etc as instructed by the Authority. The Authority may determine the form of the records and the extent of the information to be recorded therein and shall require the Contractor to comply with an approved stock recording scheme. The records shall be subject to audit by the Authority and by the Comptroller and Auditor General and shall also be available to authorised representatives of the Authority for inspection or extraction of information. The records shall be retained for a period of five (5) years after the Contractor's responsibilities under this Agreement have been discharged.
- 40.4 Instructions for the return or disposal of defective or deficient Issued Property shall be issued by the Authority and such property shall not be at the risk of the Contractor once it has been delivered in accordance with the Authority's instructions.
- 40.5 Neither the Contractor, nor any Sub-contractor, nor any other person, shall have a lien on Issued Property, whether paid for by or charged against the Contractor or not, for any sum due to the Contractor, Sub-contractor or any other person, and the Contractor shall take all such steps as may be reasonably necessary to ensure that the title of the Authority, and the exclusion of any such lien are brought to the notice of all persons dealing with any Issued Property.

#### **41. Liability for Claims**

- 41.1 Not used
- 41.2 Not used



- 41.3 Accidents to the Contractor's representatives or agents which ordinarily require to be reported in accordance with the Health and Safety at Work Act 1974, shall be reported to the Governor so that the Inspector of Factories may be informed.

## **42. Law and Jurisdiction**

- 42.1 This Agreement shall be interpreted according to the Laws of England and Wales and subject to the exclusive jurisdiction of the English Courts to which both parties hereby submit.
- 42.2 This Agreement is binding on the Authority and its successors and assignees and the Contractor and the Contractor's successors and permitted assignees.

## **43. Dispute Resolution**

[CCN 1/10 dated February 2010]

- 43.1 Any dispute must be raised in writing with the Authority's or Contractor's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Authority and the Contractor will use reasonable endeavours to resolve any dispute as follows: [CCN 1/10 dated February 2010]
- 43.1.1 a dispute which has not been resolved by the Authority's or Contractor's representative within fourteen (14) days of being raised may be referred by the Contractor or Authority to the first level by written notice to the other; and [CCN 1/10 dated February 2010]
- 43.1.2 if the dispute is not resolved at the first level within fourteen (14) days of referral, the Authority or the Contractor may refer the dispute to the second level by written notice to the other. [CCN 1/10 dated February 2010]

The Authority's and Contractor's representatives at the first and second levels are as set out below:

### **Contractor**

**REDACTED**

### **Authority**

**REDACTED**

- 43.2 If the dispute is not resolved after the procedures detailed in Clause 43.1 have been followed then, if the Authority and the Contractor agree, the dispute will be settled by mediation in accordance with the procedures specified by the Dispute Resolution Service – Chartered Institute of Arbitrators ("**DRS-CiArb**"). If the dispute is referred to a mediator:-
- 43.2.1 the mediator will be appointed by agreement of the Authority and the Contractor. If the Authority and the Contractor fail to agree within seven (7) days of a proposal by one party, the mediator will be appointed by DRS-CiArb; and
- 43.2.2 all negotiations on the dispute and any agreement reached will be kept confidential. [CCN 1/10 dated February 2010]

Nothing in this Clause 43.2 shall prevent the Authority or the Contractor from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Agreement. [CCN 1/10 dated February 2010]

#### **44. Conduct of Claims**

44.1 Each party which is the subject of an indemnity under this Agreement (the "**Indemnified party**") agrees that:

- 44.1.1 it shall as soon as reasonably practicable inform the other party (the "**Indemnifying party**") of any claim or liability of which it has notice;
- 44.1.2 it shall not make any admission as to liability or agree to any settlement of or compromise any claim; and
- 44.1.3 the Indemnifying party shall, at its own expense, be entitled to have the conduct of or settle all negotiations and proceedings arising from any claim and the Indemnified party shall, at the Indemnifying party's request and reasonable expense, give the Indemnifying party all reasonable assistance in doing so. [CCN 1/10 dated February 2010]

#### **45. Entire Agreement**

2. [CCN 1/10 dated February 2010]

- 45.1 This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto. [CCN 1/10 dated February 2010]
- 45.2 This Agreement may be amended only with the written Agreement of both parties. [CCN 1/10 dated February 2010]
- 45.3 This Agreement supersedes all previous contracts between the parties for the provision of payphones at the Establishments and all such contracts are terminated with effect from the date of this Agreement. Until replaced, any payphones previously installed by the Contractor under earlier contracts will remain installed subject to the terms of such earlier contracts. [CCN 1/10 dated February 2010]

#### **46. Third Party Rights**

- 46.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**Signed** on the date first above mentioned

by an authorised representative  
for and on behalf of  
**British Telecommunications plc**

by an authorised representative  
for and on behalf of  
**The Secretary of State for Justice, acting as part  
of the Crown**

.....  
**REDACTED**

.....  
**REDACTED**

.....  
**REDACTED**

.....  
**REDACTED**

.....  
**REDACTED**

.....  
**REDACTED**

## Schedule 1 Interpretations

The expressions set out below shall have the meanings ascribed thereto:

**"Acceptance Criteria"** means the criteria for acceptance specified in Schedule 5.

**"Acceptance Date"** means the day within the initial or any extended Acceptance Procedures Period when all the Acceptance Criteria are met and the Acceptance Procedures are recorded as successful.

**"Acceptance Procedures"** means the Inspections, Acceptance Criteria and Workload Trials specified in Schedule 5.

**"Acceptance Procedures Period"** means the period (specified in Schedule 5) within which the Acceptance Procedures must be performed.

**"Additional Extension Period"** means each of the following four periods: (i) the period commencing on the CCN Effective Date and ending on 31 May 2023; (ii) the period of one (1) year commencing on 1 June 2023 and ending on 31 May 2024; and (iii) the period of one (1) year commencing on 1 June 2024 and ending on 31 May 2025; and (iv) the period of one (1) year commencing on 1 June 2025 and ending on 31 May 2026.

**"Additional Period"** means the period from CCN Effective Date until 31 May 2026.

**"Agreement"** means this agreement, comprised of the Clauses and the Schedules hereto.

**"Allowed List"** means the telephone numbers to which a prisoner has permitted access via the System.

**"Applicable System"** means the Contractor's Applicable System as defined in Annex A to the Contractor's licence granted by the Secretary of State for Trade and Industry to British Telecommunications plc under Section 7 of the Telecommunications Act 1984.

the **"Authority"** means the Secretary of State for Justice, acting as part of the Crown. For practical purposes all matters relating to the day to day supervision of the performance of the Contractor shall rest with Prisoner Administration Group during the installation period thereafter by the Prison Service Information Technology Services Management Group ("**PSITSMG**") or its successor.

**"Authority Assets"** has the meaning given in Schedule 14 (Exit Management). [CCN 33 dated February 2019]

**"Authority Existing IPR"** means any and all IPRs that are owned by or licensed to either the Authority and which are or have been developed independently of the Agreement (whether prior to the Additional Period or otherwise).

**"Authority's Responsibilities"** means the responsibilities of the Authority listed in Schedule 9.

**"Baseline Profit"** means **REDACTED**

**"Bedwatch Mobile"** means the secure mobile service implemented as part of the Proposed Solution which records calls centrally at the Contractor's hosting site in Manchester and Wolverhampton.

**"Business Day"** means any day other than a Saturday, Sunday or public holiday in England and Wales. [Added CCN 12 dated December 2015]

**"Call pre-announcement"** means an announcement made at the beginning of the call.

**"CCN Effective Date"** means the date on which CCN 100 becomes effective.

**"Central Site(s)"** means either or both of the Contractor's primary and back-up sites operated by the Contractor from the Contractor's premises for the purpose of managing the System and as further described at Schedule 2 Paragraph 5.

**"Change Control Procedure"** means the procedure for modifying this Agreement set out in Clause 36 (Modifications). [CCN 30 dated October 2018]

**"Change-over"** means the activities carried out within an Establishment, from the time that the existing cardphones are deactivated to when the System is made operational [CCN 14/99 dated 15 February 2000].

**"Charges"** means the charges set out in Schedule 8.

**"Code"** means the "Supplier Code of Conduct v2", February 2019 ([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)) as updated or replaced from time to time.

**"Commercially Sensitive Information"** means the information listed in Schedule 26 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature which the Contractor has indicated to the Authority.

**"Confidential Information"** means all information designated as such by either party in writing together with all other information which relates to the business, affairs, Products, developments, trade secrets, Know-How, personnel, customers and suppliers of either party or information which may reasonably be regarded as the confidential information of the disclosing party.

the **"Contractor"** means the person who by the Agreement undertakes to render such work for the Authority as is provided by the Agreement and, where the Contractor is an individual or a partnership, the expression shall include the personal representatives of that individual or of the partners, as the case may be and the expression shall also include any person to whom the benefit of the Agreement may be assigned by the Contractor with the prior consent of the Authority.

**"Contractor Profit"** means REDACTED

**"Contractor's Software"** means the Software provided by the Contractor as listed in the Software Register.

**"Contracts Finder"** means the Government's publishing portal for public sector procurement opportunities.

**"Controller"** has the meaning given in the GDPR. [CCN 30 dated October 2018]

**"Contractor Existing IPR"** means the IPR in the Contractor provided PIN phone platform and associated server infrastructure that is located in REDACTED (ii) the IPR in the Contractor provided PIN phone software providing the PIN phone functionality and which resides REDACTED (iii) the IPR in the Contractor provided PIN phone software providing the administration functionality used by Authority staff to manage prisoner PIN phone accounts which is accessed via the Contractor provided on site administration terminals; and (iv) all Low Level Design documentation specific to the provision, installation, operation, support and maintenance of the PIN phone platform infrastructure, PIN phone Software and PIN phone functionality in each case excluding the Establishment Low Level Design.

**"Contractor Personnel"** means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor engaged in the performance of its obligations under this Agreement. [CCN 30 dated October 2018]

**"Conversations"** has the meaning given in Clause 27.16. [CCN 30 dated October 2018]

**"Covid Mobile 2"** means the secure mobile service implemented during Covid-19 **REDACTED**.

**"Data"** means all information, text, drawings, diagrams, recordings, transcripts, images or sounds which are embodied in any electronic or tangible medium, and which are supplied by or in respect of which access is granted to the Contractor by the Authority under this Agreement. The data will be the sole property of the Authority.

**"Data Breach"** has the meaning given in the GDPR. [CCN 30 dated October 2018]

**"Data Loss Event"** means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any personal Data Breach. [CCN 30 dated October 2018]

**"Data Protection Impact Assessment"** means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data. [CCN 30 dated October 2018]

**"Data Protection Legislation"** means (i) the GDPR, the UK GDPR and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy. [CCN 30 dated October 2018]

**"Data Subject"** has the meaning given in the GDPR. [CCN 30 dated October 2018]

**"Data Subject Access Request"** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data. [CCN 30 dated October 2018]

**"Default"** means any breach of the obligations of either party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either party, its employees, agents or Sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such party is liable to the other.

**"Deliverable"** means anything delivered or to be delivered under the Agreement excluding the System and Documentation but including any reports, manuals and other documentation.

**"Documentation"** means the documentation listed in Schedule 3.

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

**"DPA 2018"** means Data Protection Act 2018. [CCN 30 dated October 2018]

**"EBIT"** means earnings before interest and tax as calculated in accordance with generally accepted accounting practices and standards and in a manner which is generally consistent where appropriate with the way in which the Contractor calculates contractual profit and loss within its corporate and public sector business unit.

**"Effective Date"** means the same date as the CCN Effective Date.

**"EIRs"** means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such regulations.

**"Electricity Supply"** means the electrical provision detailed in Schedule 6.

**"Eligible Expenditure Items"** means any items relevant to the Agreement including services, call rate reductions, equipment and assets including installation, ongoing costs and professional services.

**"Establishment"** means the Establishments listed in Schedule 12.

**"Establishment Low Level Design"** means a detailed design and description of the overall architecture of the System comprising all component parts insofar as it relates to the Establishments. For the avoidance of doubt, the Establishment Low Level Design does not include the PIN phone System Software;

**"Estate"** means all Establishments over which the Authority has control.

**"Ethical Wall Agreement"** means an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Annex 3 to this Schedule 14 (Exit Assistance).

**"Existing IPR"** means the Authority Existing IPR and Contractor Existing IPR as relevant.

**"Exit Plan"** means the plan produced and updated by the Contractor in accordance with Paragraph 6 of Schedule 14 (Exit Management). [CCN 12 dated December 2015]

**"Exit Services"** means the services and activities to be performed by the Contractor pursuant to Schedule 14 (Exit Management) (including, for clarity, the services performed under Paragraphs 4.1 (Registers), 5 (Obligations on Re-Tendering of Services) and 7 (Termination Obligations) and Annex 1 of Schedule 14 (Exit Management) and the Exit Plan. [Added CCN 12 dated December 2015]

**"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 or any relevant Central Government Body in relation to such Act.

**"Functionality"** means the functionality specified in Schedule 5.

**"GDPR"** means the General Data Protection Regulation (*Regulation (EU) 2016/679*). [CCN 30 dated October 2018]

**"General Anti-Abuse Rule"** means

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

**"Global list"** means a list of telephone numbers allowed to all prisoners in all Establishments (e.g. Samaritans, National Helplines etc).

**"Global local list"** means a list of telephone numbers allowed to all prisoners in a particular Establishment (e.g.: Citizens Advice Bureau).

**"Good Industry Practice"** means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws.

**"Halifax Abuse Principle"** means the principle explained in the CJEU Case C-255/02 *Halifax* and others.

**"Handset"** means the System robust telephone instrument including keypad and display.

**"Hardware"** means the hardware listed in the Hardware register.

**"Hardware Register"** means full and accurate records to be maintained by the Contractor in relation to the Hardware installed by the Contractor at the Establishments during the term of this Agreement, the Register being sufficiently detailed to enable the Authority to locate and accurately identify each individual item of Hardware supplied in accordance with this Agreement.

**"Helpdesk"** means the helpdesk provided by the Contractor for the Authority.

**"High Level Design"** means the high-level description of the overall architecture of the System comprising a brief description of all component parts, excluding the PIN phone System Software.

**"Implementation Period"** REDACTED

**"Implementation Plan"** means the implementation plan listed in Schedule 5.

**"Insurances"** means the insurances as set out in Annex 1 to Schedule 25 (Insurance Requirements) and any other insurances as may be required by applicable Law.

**"In-Cell Telephony"** means telephone handsets installed within prison cells for the sole purpose of making calls via the Contractor's System.

**"In-Cell Telephony Prison"** means an Establishment that has had the PIN phone system provided in every cell and is recognised by the PIN phone Project Board as such. [CCN 24 dated March 2018]

**"In-Cell Payphone"** means a handset provided for use in an Establishment cell and connected to the PIN phone platform. [CCN 24 dated March 2018]

**"Independent Advisor"** means a mutually acceptable independent and recognised third party appointed by the Contractor to undertake a benchmarking exercise. At the time of the appointment the Independent Advisor must have no conflict of interest in its dealings with the parties, whether as a result of being a direct competitor of the Contractor or otherwise. [CCN 1/10 dated February 2010]

**"Information"** means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form).

**"Information Security and Assurance"** means the Authority's policies described in Schedule 11.



**"Inspection"** means an inspection specified in Schedule 5 and comprising of an examination of a Product, the System or a Deliverable for completeness and absence of cosmetic and mechanical deficiencies.

**"Installation Acceptance Criteria"** means the criteria for acceptance specified in Schedule 5.

**"Installation Acceptance Date"** means the final day of the initial or any extended Installation Acceptance Procedures Period, if the Authority have not notified the Contractor in writing of any discrepancies to the Installation Acceptance Criteria.

**"Installation Acceptance Procedures Period"** means the period as specified in Schedule 5.

**"Installation Acceptance Procedures"** means the Inspections and Acceptance Criteria specified in Schedule 5.

**"Installation Date"** means the date when the Change-over is completed.

**"Intellectual Property Rights" or "IPRs"** means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

**"IP Completion Exit Day"** shall have the meaning in the European Union (Withdrawal Agreement) Act 2020 European Union (Withdrawal) Act 2018.

**"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, 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 Contractor is bound to comply. [CCN 30 dated October 2018]

**"Live"** means the point from which the parties agree in writing that an Establishment is operating as an In-Cell Telephony Prison. [CCN 24 dated March 2018]

**"Losses"** solely in relation to Clause 12.2A means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, claims, proceedings, costs and other expenses including fines, interest and penalties, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, legal and other professional fees and expenses; [CCN 30 dated October 2018]

**"Low Level Design"** means a detailed design and description of the overall architecture of the System comprising all component parts, excluding the PIN phone System Software and is for the Contractor's sole use and shall not be disclosed to the Authority.

**"Mobile Phone"** means mobile handsets provided by the Authority for the sole purpose of making calls via the PIN phone secure mobile service

**"New IPR"** means:

- (a) IPR in items developed or created by the Contractor or any Sub-contractor (or by a third party on behalf of the Contractor or Sub-contractor) specifically for the purposes of this Agreement and updates and amendments of these items; and
- (b) IPR in or arising as a result of or in connection with the performance of the Contractor's obligations under this Agreement and all updates and amendments to the same; and  
includes:
- (c) database schema, the High Level Design and the Establishment Low Level Design; and
- (d) IPRs in or to procedures, methods and Know-How concerning the provision of the Service (all as may be modified and upgraded from time to time); but

excludes the Contractor's Existing IPR.

**"Occasion of Tax Non-Compliance"** means

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

**"Parent Company"** means any company which is the ultimate Holding Company of the Contractor or any other company of which the ultimate Holding Company of the Contractor is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Contractor or which is engaged in the same or similar business to the Contractor. The term "Holding Company" shall have the meaning ascribed by Section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

**"Personal Data"** has the meaning given in the GDPR. [CCN 30 dated October 2018]

**"PIN"** means the number allocated by the System to a prisoner which allows him/her to access the System.

**"PINcredits"** means the telephone units purchased by the prisoners to use for their own telephone calls.

**"PIN phone Project Board" or "Board"** has the meaning given to it in paragraph 13 of Schedule 8.

**"Prisoner Number"** means the unique number allocated to the prisoner by the Authority.

**"Processor"** has the meaning given in the GDPR.[CCN 30 dated October 2018]

**"Products"** means the Hardware and Software listed in the Hardware and Software Registers.

**"Property"** means tangible property and does not include the System or any part thereof before it has been accepted in accordance with this Agreement.

**"Proposed Solution"** means those aspects of the System comprising of:

(a) In-Cell Telephony;

(b) Mobile Phones;

(c) the IP network; and

(d) any enhancements to the System delivered at any time through the additional functional requirements set out in Annex A to Schedule 2 (System Requirements) or the Contractor Fund established under Paragraph 11 of Schedule 8.

**"Protective Measures"** means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it. [CCN 30 dated October 2018]

**"Quantum"** means a business re-engineering project under the terms of the Government's Private Finance Initiative. It is a partnership with the private sector to provide HMPPS with new business processes and information technology infrastructure to support its future work.

**"Relevant Tax Authority"** means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

**"Replacement Contractor"** has the meaning given in Schedule 14 (Exit Management). [CCN 33 dated February 2019]

**"Replacement Services"** has the meaning given in Schedule 14 Exit Management). [CCN 33 dated February 2019]

**"Request for Information"** means a request for information under the FOIA or the EIRs.

**"Security Working Group"** means a body constituted of representatives of both the Authority and the Contractor authorised by the parties to manage all security issues relating to this Agreement and empowered to resolve all security disputes.

**"Service(s)"** means a payphone service for prisoners and includes training, system support, maintenance and fault response as specified in Schedule 3.

**"Software"** means the Contractor's Software, the Specially Written Software and the Third-Party Software.

**"Software Register"** means full and accurate records to be maintained by the Contractor in relation to the Software installed by the Contractor at the Establishments during the term of this Agreement, the Register being sufficiently detailed to enable the Authority to locate and accurately identify each individual item of Software supplied in accordance with this Agreement.

**"Source Code"** means Software in eye-readable form and in such form that it can be compiled or interpreted into equivalent object code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such Software.

**"Specially Written Software"** means any Software written by or on behalf of the Contractor for the Authority and supplied to the Authority hereunder.

**"Specified Assets"** means assets installed to provide in cell telephony in new houseblocks at existing Establishments after 1 October 2023.

**"Sub-contract"** means any contract or agreement (or proposed contract or agreement) between the Contractor (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Contractor (or the Sub-contractor) all or any part of the Services or facilities or services which includes the processing of Personal Data under this Agreement. [CCN 30 dated Oct 2018]

**"Sub-contractor"** means any third party with whom:

- (a) the Contractor enters into a Sub-contract; or
- (b) a third party under (a) above enters into a Sub-contract,

or the servants or agents of that third party. [CCN 30 dated Oct 2018]

**"Sub-processor"** means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement. [CCN 30 dated Oct 2018]

**"System"** means the combination of the Hardware and the Software and equipment (including Authority's Assets, as relevant) [CCN 33 dated February 2019] operating together as the prisoner Payphone Service and forming part of the Applicable System and includes:

- (a) the Wing Phones;
- (b) In-Cell Telephony;
- (c) Mobile Phones;
- (d) the IP network; and
- (e) any enhancements to the System delivered at any time through the additional functional requirements set out in Annex A to Schedule 2 (System Requirements) or the Contractor Fund established under Paragraph 12 of Schedule 8.

For the purposes of this Agreement a reference to the System includes a reference to any part of the System.

**"System Acceptance Criteria"** means the criteria for acceptance specified in Schedule 2.

**"System Acceptance Procedures"** means the Inspections, Acceptance Criteria and Workload Trials specified in Schedule 2.

**"System Administrator"** means the administrator being a member of the Authority's staff appointed to liaise with the Contractor under the terms of this Agreement.

**"System Operational Date"** means June 1<sup>st</sup> 2001.

**"System Security Policy" or "SSP"** means the Authority's policy statement, as agreed with the Contractor, describing the security standards for the System.

**"Termination Charges"** means the payments made in accordance with Clause 15.6.

**"Tested Period"** means the total of each of: (i) the first and second Additional Extension Periods (the **"first Tested Period"**); (ii) the first, second and third Additional Extension Period (the **"second Tested Period"**); and (iv) the first, second, third and fourth Additional Extension Period (the **"third Tested Period"**).

**"Third-Party Software"** means any Software in which the Intellectual Property Rights are owned by a third-party which is supplied by the Contractor hereunder and licensed as listed in the Software Register.

**"Transition Period"** means a period, not exceeding twelve (12) months from the termination of this Agreement for any reason, for removal of the System and the Service in accordance with a programme to be agreed by the parties (such agreement not to be unreasonably withheld or delayed) and in default of agreement a reasonable programme.

**"Transparency Report"** means a report provided by the Contractor under Clause 14A.7.

**"UK GDPR"** means the GDPR as transposed into the national laws of the United Kingdom, and for the purposes of this Agreement references to the GDPR and its provisions shall be construed as references to the UK GDPR and its corresponding provisions.

**"Unilink"** means the Authority's Content Management System 'CMS' provider. [CCN 53 dated 18 February 2022]

**"Unit"** means a unit of Hardware.

**"Use"** means the right of the Authority to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display) or otherwise to utilise the Software for purposes of processing the Authority's data and operating the System. To the extent permitted by law, such right of Use shall not include the right to reverse assemble, reverse compile, decode or otherwise translate the Contractor's Software, Specially Written Software and the Third-Party Software.

**"Wing Phone"** means an existing, fixed telephone located in the communal areas of an Establishment. [CCN 24 dated March 2018]

## Schedule 2      The System

### 1.      Overview

- 1.1      The Contractor shall provide a centrally managed networked system for the provision and control of telephone calls from prisoners (PIN phone system). The system shall be operated on a pre-paid basis entirely financed by the sale of telephone units.
- 1.2      The Contractor shall maintain a list of all software deployed (Software Register).
- 1.3      The Contractor shall maintain a list of all hardware deployed (Hardware Register). For the avoidance of doubt, the hardware register shall contain in respect of each item of hardware the information required by Paragraph 4.1 of Schedule 14 (Exit Management).
- 1.4      Legacy Solution Overview

The Legacy Solution is based upon ISDN30 and ISDN2 for both telephony and data connectivity to REDACTED.

The solution consists REDACTED Call recording servers record all calls made by prisoners, except those calls that are exempt from recording.

If an outside agency needs to listen to a call recording, REDACTED

When a prisoner makes a call from either a wing phone, mobile phone or in-cell phone it connects to the REDACTED

- The prisoner's PIN number.
- The telephone number is allowed to be dialled by that prisoner.
- The prisoners account has sufficient credit to make a call.

If these criteria are met, the call is connected over ISDN30 directly to the end recipient. Calls are recorded and can be listened to in real-time or later.

A user administration suite is provided as part of the solution for HMPPS staff to administer prisoner accounts and listen to calls. The application currently only runs on the Contractor's provided administration workstations provided in each prison.

#### Solution Components / Assets

The component parts of the Legacy Solution comprise the following:-

##### 1.4.1      Central Platform

The central platform is hosted in REDACTED. It comprises server hardware, PIN phone application software and call recording storage. All assets are owned by the Contractor and would be retained by the Contractor at the end of the Agreement.

#### 1.4.2 BT Network Services

The Legacy Solution uses ISDN30 and ISDN2 the Contractor's network services to provide call and data connectivity between the central platform and each of the Establishments. The Contractor provides ISDN services on a rental basis. Openreach, in accordance with their agreement with OFCOM, is ceasing all ISDN services in the UK in a phased approach (the exact date will be dependent on each individual service, service option and location), with all services to be ceased by the end of 2025. **REDACTED**

#### 1.4.3 Establishment Infrastructure

PIN phone infrastructure is installed at each Establishment comprising:

- **REDACTED**

Please refer to separate inventory of assets broken down on an Establishment by Establishment basis. These Establishment infrastructure assets could be transferred to the Authority upon Agreement exit in accordance with the exit schedule in the Agreement.

#### 1.5 Proposed Solution Overview

The proposed Contractor's prison PIN phone Service will **REDACTED** They will replace the legacy ISDN30 and ISDN2 services, which are nearing end of life and service cessation by Openreach. **REDACTED**

**REDACTED**

When implemented, following the necessary legislative changes, The enhancements to the service will provide the ability for approved Authority and HMPPS staff or third parties to access call recordings from any approved location, mitigating the current overhead caused by call recordings only being available at each Establishment.

The administration suite will also be enhanced so it can be hosted on Contractor, Authority and HMPPS provided workstations as required. This will remove the legacy 'swivel chair' activities currently experienced by administration users.

**REDACTED**.

#### Solution Components / Assets

The component parts of the Legacy Solution comprise the following:-

##### 1.5.1 The Contractor's Central Platform

**REDACTED**

##### 1.5.2 Network Services

**REDACTED**.

##### 1.5.3 Establishment Infrastructure

PIN phone infrastructure at each Establishment will include re-use of some legacy assets and the provision of new assets:

- **REDACTED**

Please refer to separate inventory of assets broken down on an Establishment by Establishment basis (the Register referred to in Schedule 14 (Exit Management)).

#### 1.6 Migration from Legacy Solution to Proposed Solution

The Contractor will build and test the Proposed Solution prior to any Establishment being migrated to it. The migration plan will be agreed, documented and managed in the project plan.

Establishments will be migrated over an agreed migration window where both the legacy platform and proposed platform will be operated in parallel for the entire duration of the migration window.

#### 1.7 On-Site Call Recording

The Contractor recognises the Authority requirement for call recordings **REDACTED**

**REDACTED**

## 2. Central Site

2.1 The System shall include a central site, providing a resilient platform that is scaleable in line with the Authority's PIN phone requirements. A fall-back site shall be provided, in a geographically separate location, which offers full disaster recovery facilities as detailed in Annex B of this Schedule. These server sites will be protected by an uninterruptible power supply (UPS).

2.2 Back-up and archiving facilities shall be provided. Archiving shall be an automatic and transparent process [Amended by CCN 03 dated June 2011]

2.2A **REDCATED**

2.2B **REDACTED**

2.2C The Authority shall be responsible for ensuring prisoner data is accurate and the status is up to date on the PIN Phone System. [CCN 03 dated June 2011]

2.2D The Contractor will automatically delete all prisoner data including audit logs held against "inactive" accounts which have remained in an "inactive" state for six (6) years. [CCN 03 dated June 2011]

2.2E The Contractor will delete all appropriate data during the first week of each month. Once data is deleted from the PIN database it cannot be retrieved. [CCN 03 dated June 2011]

2.3 The servers shall be located **REDACTED**.

2.4 The Central Site shall be connected to the Contractor's Helpdesk and shall be located only in the United Kingdom.



### 3. **Local Site**

#### 3A **The Legacy Solution**

- 3A.1 The Legacy Solution shall be installed at each Establishment in Schedule 12 (local site). Each local site shall contain Phones, local switches, recording functionality and PCs to support voice monitoring and administration.
- 3A.2 All Hardware shall be capable of operating in normal office accommodation. However the Establishment communications and switching equipment must be located in a secure lockable room with access arrangements covered within the System Security Policy.

#### 3B **The Proposed Solution**

- 3B.1 The Proposed Solution shall be installed at each Establishment in Schedule 12 (local site). Each Establishment shall contains Phones **REDACTED**. All Hardware shall be capable of operating in normal office accommodation. However the Establishment communications and switching equipment must be located in a secure lockable room with access arrangements covered within the System Security Policy.

#### 3.1 **Handsets**

- 3.1.1 Legacy Solution Handsets shall be installed at each Establishment. **REDACTED**
- 3.1.2 Proposed Solution: The existing Handsets will be retained. **REDACTED**

#### 3.2 **Legacy PIN phone Local Switch**

- 3.2.1 **REDACTED**
- 3.2.2 **REDACTED**
- 3.2.3 **REDACTED**
- 3.2.4 **REDACTED**

#### 3.3 **Legacy Recording and Monitoring Equipment**

- 3.3.1 **REDACTED** The Contractor may select any appropriate equipment for the purpose but the Authority retains a right to reject any such selection before or during System Acceptance (such right not to be unreasonably exercised).
- 3.3.2 Legacy recording equipment shall be provided at no cost to the Authority and shall allow retrieval of Conversations. The Authority shall be responsible for the provision of consumables associated with the recording equipment (e.g. tapes).

#### 3.4 **Proposed Central Telephony management**

- 3.4.1 Calls will be routed from each Establishment using **REDACTED**
- 3.4.2 The central platform will **REDACTED**
- 3.4.3 **REDACTED**
- 3.4.4 **REDACTED**

### 3.5 Proposed Recording and Monitoring Equipment

- 3.5.1 The Contractor will replace REDACTED
- 3.5.2 The proposed recording and monitoring equipment will be located REDACTED
- 3.5.3 The Contractor will make the recordings available to all Establishments REDACTED
- 3.5.4 REDACTED Access to recordings will
- 3.5.5 Recordings will REDACTED

### 3.6 Personal Computers

- 3.6.1 Personal Computers (PCs) for on-site administration shall be connected REDACTED.
- 3.6.2 REDACTED
- 3.6.3 The Contractor will provide the ability for the PIN phone administration application and call monitoring to be operated from the Authorities devices.
- 3.6.4 REDACTED.
- 3.6.5 REDACTED.

### 3.7 Legacy Printers

- 3.7.1 Printers of an appropriate size and specification will be provided for hard copy output and shall be associated with these PCs. REDACTED.
- 3.7.2 REDACTED.
- 3.7.3 As the Pin Phone Administration application is migrated onto the Authorities devices the need for the Contractor supplied printers will be retired over a period of time to be agreed between the parties. REDACTED
- 3.7.4 REDACTED.

## 4. Wide Area Network

- 4.1 REDACTED
- 4.2 REDACTED
- 4.3 REDACTED.

## 5. Responsibilities

### 5.1 Security

- 5.1.1 REDACTED
- 5.1.2 REDACTED

## **5.2 Equipment**

The Agreement shall ensure that all PIN phone equipment designed to be accessible by the prisoner shall be robust and resist tampering.

## **5.3 Functionality**

The contractor shall ensure the system meets the minimum functional requirements set out in Annex A of this schedule

## **5.4 Disaster Recovery**

An example of the Disaster Recovery Plan is attached at Schedule 27. The Contractor shall follow these plans in the event of a System disaster and shall develop and update the plan in agreement with the Authority (subject to Clause 36) at twelve (12) month intervals.

## **5.5 Data Input**

5.5.1 The Contractor shall undertake at a central location using fully trained staff the initial creation of each prisoner's record on the System from information provided by the Establishments. Discussion on the creation of the records shall begin from the date of this Agreement and a date agreed with the Authority for the work to begin. The work of creating the records shall be completed during the installation of the System at each Establishment. The parties will agree a template of requirements covering each data entry field.

5.5.2 Migration to the proposed platform will not require any data changes by the Authority

5.5.3 The System Administrator will print the PIN numbers generated from the initial centralised record creation and undertake to circulate them to prisoners within the Establishment. The System Administrator at each Establishment shall enter subsequent prisoners' records on the System, following the initial creation of prisoners' records by the Contractor. When a prisoner is added to the System his or her account information and PIN number shall be printed on a special form which prints the prisoner's name and Prisoner Number on the outside and the PIN number on the inside.

5.5.4 After the initial creation of each prisoner's record, the Authority shall be responsible for the maintenance of data within the system and the management of recording medium.

## **6. System Acceptance Testing**

System acceptance testing shall be carried out in accordance with the procedures set out in Annex C of this schedule or as agreed between the parties.

## **7. Technical Refreshment**

7.1 **REDACTED**

7.2 For all services supplied as part of this Agreement, costs associated with single European currency conversion shall be borne by the Contractor.

- 7.3 The Contractor undertakes to modify the System where this is necessary as a result of telecommunications industry numbering plan changes.
- 7.4 Subject to Clause 36, the Contractor undertakes to comply with and update the System as a result of regulatory changes or requirements where applicable.
8. **Efficiency improvements:** [CCN 1/10 dated February 2010]
- 8.1 The Contractor has proposed a number of efficiency improvements during the period 1 June 2010 to 31 May 2016. The Authority and the Contractor shall agree in accordance with Paragraph 10 of Schedule 8 whether to undertake one or more of the efficiency investments shown in Paragraphs 8.2 to Paragraph 8.6 of this Schedule. Where applicable, both parties shall agree a System Acceptance Criteria in accordance with Schedule 2 Annex C. [CCN 1/10 dated February 2010]

Automatic PIN credit application:

- 8.2 The Contractor shall provide a method of automating the PINcredit administration saving prison personnel entering the data manually. **REDACTED**

Legal Services Directory

- 8.3 The Contractor will introduce a directory of legal numbers obtained from the Law Society. The Contractor will be responsible for obtaining and updating the legal numbers from the Law Society on a monthly basis. Following the introduction of the directory when a call is made from the System the number dialled will be searched for within this directory, if the number being dialled is included within the directory the call will not be recorded. [CCN 1/10 dated February 2010]

Transcription player [CCN 1/10 dated February 2010]

**REDACTED**

Data Extraction [CCN 1/10 dated February 2010]

- 8.4 The data extract application will allow the Authority to select and download data relating to calls made, **REDACTED**
- 8.5 **REDACTED**
- 8.6 **REDACTED**.

## **Annex A to Schedule 2 System Requirements**

### **Functional Requirements**

#### **1. Prisoner Calls**

1.0.1 All calls shall be pre-paid except any free phone numbers allowed by the System. Only free phone numbers agreed by the Contractor and the Authority shall be accessible from the System.

1.0.2 Prisoners shall input the required telephone number and their PIN. REDACTED

1.0.3 Prisoners shall be able to obtain their current System account balance without charge REDACTED

#### **1.1 Call Authorisation**

1.1.1 The System shall store lists of allowed or barred calls at Estate (all sites), Establishment and prisoner levels. REDACTED

1.1.2 Prisoner access to the System may be restricted only to Allowed List. Alternatively prisoners' calls may be restricted by means of the Establishment and Estate barred lists only.

1.1.3 The System shall prevent prisoners dialling numbers not on their Allowed List or numbers otherwise barred by the Estate, or Establishment barred lists. A table of nationally barred numbers shall be maintained by the Authority to apply to all Establishments and all calls to these numbers shall be barred

1.1.4 The System shall permit the Authority to limit the length of calls and the minimum time between successive completed calls.

1.1.5 If for any reason a prisoner's call is denied, a voice prompt shall inform the prisoner of the reason.

#### **1.2 Call Scheduling**

1.2.1 The System shall deny prisoners access to the System except at authorised times by a global and prison calling schedule facility.

1.2.2 REDACTED

1.2.3 REDACTED

#### **1.3 Call Pre-Announcements**

1.3.1 The System shall be capable of having a configurable facility to issue a Call pre-announcement recorded message to the call recipient prior to connection of the call. [amended by CCN 54 dated July 2021]

1.3.2 The wording for Call pre-announcement shall be provided by the Authority. Following agreement of the initial script of the Call pre-announcement, should the Authority request changes to the agreed scripts, such costs shall be borne by the Authority subject to agreement by the parties. [amended by CCN 54 dated July 2021]

- 1.3.3 The Call pre-announcement shall be played on every call made to all social numbers on controlled number lists. [amended by CCN 54 dated July 2021]
- 1.3.4 No Call pre-announcement shall be played to the called party associated with legal / privileged numbers on controlled number lists. [added by CCN 54 dated July 2021]
- 1.3.5 The System shall not allow the calling party to speak to the called party until the call has been accepted. [added by CCN 54 dated July 2021]
- 1.3.6 The System shall not allow the calling party or called party to bypass or skip the Call pre-announcement. [added by CCN 54 dated July 2021]
- 1.3.7 Once a call has been answered by the called party, the System shall immediately begin playing the Call pre-announcement. The cost of Call pre-announcement shall be borne by the Contractor. [added by CCN 54 dated July 2021]
- 1.3.8 Prison call rates shall commence and will be chargeable following completion of the Call pre-announcement. [added by CCN 54 dated July 2021]
- 1.3.9 The Call pre-announcement shall play in English language only, with the exception of Establishments in Wales where the Call pre-announcement shall play in English and Welsh language. [added by CCN 54 dated July 2021]

#### **1.4 Call Progress**

- 1.4.1 Once a call has been answered the keypad on the prisoner's telephone shall be disabled with the exception of calls made to certain numbers agreed between the Authority and the Contractor.
- 1.4.2 The System shall provide a dial tone or voice prompt to the telephone within a reasonable time once the receiver is lifted off the hook.
- 1.4.3 The System shall take a maximum of ten (10) seconds to process a call, from the last digit dialled from the telephone keypad until the last digit is sent to the Public Telephone Network.
- 1.4.4 The System shall provide a maximum ring time of sixty (60) seconds, for all calls. The amount of ring time may be adjusted with the agreement of the Authority.
- 1.4.5 The System shall provide notification to a prisoner of the call status (i.e. ringing, busy). This notification may either be in the form of ringing or busy tones or appropriate messages at ringing intervals.
- 1.4.6 The System shall not allow a prisoner to obtain a second dial tone without hanging up the telephone after the first call.

#### **1.5 Call Logging**

- 1.5.1 The details of every call made by a prisoner shall be automatically logged and stored **REDACTED**

## 1.6 Incoming Calls

- 1.6.1 The System shall bar all incoming calls in the Legacy Solution only, except for the new functionality as described in Schedule 2 (System).

## 2. Monitoring and Recording

2.1 REDACTED

2.2 REDACTED

2.3 Staff shall be able to listen to the call whilst it is in progress.

2.4 The System must be configurable not to record calls to telephone numbers specified by the Authority.

2.5 The recording equipment shall be capable of simultaneously monitoring and recording any prisoners' Conversations.

2.6 Call recordings shall be held on locally on-site for ninety (90) days and then automatically deleted. The Authority may retain recordings for longer than ninety (90) days by inputting the Prisoner Number, authorisation reference and expiry date to the 'Assign Warrants' functionality on the PIN System to retain the call recording for longer than the ninety (90) day period. Call recordings will be automatically deleted after the warrant date expires. The Authority can amend the warrant details and expiry date.

2.7 REDACTED

## 3. Systems Administration

### 3.1 Access Security

- 3.1.1 Access security to the data entry terminals shall be controlled by user name and password structured to give different rights at a minimum of five (5) levels.

### 3.2 Prisoner Account Management

3.2.1 The System shall identify individual prisoners by REDACTED

3.2.2 The Contractor shall create REDACTED

3.2.3 A prisoner's PIN data and account balance shall be transferable to a new Establishment by the System Administrator . The System Administrator at the new Establishment will have to positively accept the transferred account before telephone calls can be made on the PIN system at the new Establishment.

3.2.4 Not used.

3.2.5 The System shall permit the Authority to suspend a prisoner's account in periods of a whole day.

3.2.6 The System Administrator shall generate a new PIN if an existing number is compromised or mislaid.

3.2.7 The System Administrator shall be able to view a prisoner's existing PIN.

### 3.3 **Call Authorisation**

- 3.3.1 The system will allow the maintenance of the allowed and barred lists.
- 3.3.2 Minimum and maximum credit allowances shall be set as required at national, local, prisoner category and prisoner levels.
- 3.3.3 **REDACTED**.

## 4. **Systems Interfaces**

- 4.1 The Contractor will agree with the Authority a standard interface specification between the System and the Authority's Prisoners Earnings and Expenditure System (PIES) and **REDACTED**. Each party will bear its own costs in interfacing the Software and the Authority's systems.
- 4.2 The Contractor shall agree with the Authority the data that is required from the **REDACTED** system and the data format for the transmission. The Authority must approve the data and the data format.
- 4.3 The Contractor shall, subject to Clause 36 and agreement on costs, be prepared to work with the Authority and its suppliers and partners to ensure that in the longer term the System would interface with the final Quantum solution.
- 4.4 The Contractor would subject to Clause 36 and agreement on costs, be prepared to work with the Authority to interface with whichever commissary system the Authority decides to implement.

## 5. **Reporting Requirements**

The System shall provide the following reports. The content of these reports shall be agreed by the Contractor and the Authority.

### 5.1 **Call Records Report**

Produces a list of call records within a specified start date and end date ranges.

### 5.2 **Daily Call Report**

Provides a daily sum of call charges, call count and duration for all calls made.

### 5.3 **Account Statement Report**

This report shall provide a comprehensive report of a prisoner's PIN account transactions. This shall be similar to a typical bank statement, having a separate line for each transaction, beginning with an account balance and shall include a running balance after each transaction. The statement shall include a beginning and ending balance.

### 5.4 **Account Transfers Report**

The System shall be capable of reporting to the Security Working Group central terminal which accounts have been transferred. It shall also provide this report of accounts transferred and received for System Administrators located in individual Establishments.



### 5.5 Frequently Dialed Number Report

Lists all telephone numbers meeting the user input parameters of number of times dialled within a specified time frame.

### 5.6 Suspended Accounts Report

Lists all PIN accounts, which have been suspended.

### 5.7 Controlled Numbers Report

This report lists prisoners who are authorised to call a specific telephone number.

### 5.8 Controlled Numbers Report

The System shall be capable of producing a report, which lists all telephone numbers, which are listed on more than one prisoner's PIN account.

## Additional Functional Requirements (Proposed Solution)

In addition to the services and functionality provided by the Legacy Solution, the Authority has the following additional requirements, which will be delivered within the Additional Period:

- Authority Requirement 1

*The ability to access the platform from MOJ/Quantum workstations to remove the current swivel chair activity between the Contractor and HMPPS systems. Also want more accessibility (more locations which aren't prisons) to the platform which today isn't possible* REDACTED

The Contractor confirms that the proposed platform can deliver this functionality. The new application will be web based to allow it to be device agnostic. The Contractor proposes that the Authority host the application on a Quantum work station or a Authority Prison Service provided tablet / device. To enable this the Contractor and the Authority need to agree the design for network interconnectivity between the Contractor's Pin phone network and the Authority Quantum networks:

The Contractor will require the Authority to manage the network changes on their platform side whilst the Contractor will undertake all necessary changes on our networks. The Contractor will also work with information assurance teams to address the required approvals and design changes.

The Contractor will make the application available from the legacy administration PC's at the Authority's Establishments.

REDACTED

Based on the design detailed above this functionality will be delivered within the concession model and will not attract a usage charge.

REDACTED

- Authority Requirement 2

*Into cell calling and Establishment to Establishment (scheduled & securely). Have a need to allow families who are in prison to contact each other.*

The Contractor will deliver this service in accordance with agreed Implementation Plan **REDACTED**

**REDACTED**

**REDACTED** The calls will be subject to the usual monitoring capabilities of the platform, including live monitoring and recordings available for playback.

**REDACTED**

Implementing the feature in this way will reduce the administration overhead on Authority Prison Service staff in two ways; firstly, they will not be required to escort prisoners to a secure room to make these calls. Additionally, when prisoners move cells or prison, there is no additional administration activity for Authority Prison Service staff to update these details.

The feature also mitigates security concerns around identification. **REDACTED**

**REDACTED** charges will be applied for the two-way call, at the standard national rates for both parties and will consume credit from their existing PIN phone accounts.

- Authority Requirement 3

*Introduce the ability to provide controlled incoming calls for approved 3rd parties such as the Samaritans and DWP. This excludes friends and families.*

This service is seen as a further enhancement of the solution proposed for Authority Requirement 2. **REDACTED**

**REDACTED**.

**REDACTED** The party making the incoming call would be charged on a pence per minute (PPM) basis at a rate to be agreed between the parties prior to the functionality being made operational.

**REDACTED**

- Authority Requirement 4

*Service to be enhanced to provide voice mail service for external approved contacts to leave messages which can be picked up by prisoners at a suitable time.*

The Contractor has a technical solution to deliver this functionality. **REDACTED**

**REDACTED**

- Authority Requirement 5

*Provide prison staff with the ability to send broadcast messages / voicemail to prisoners in their cells. Staff should be able to record a message or messages and play to all prisoners or tailor specific messages to individual prisoners (like 1471).*

**REDACTED**

This functionality will be delivered within the concession model and will not attract a prisoner usage charge.

- Authority Requirement 6

*Cell to cell calls for prisoner mentors.*

Calls into cells is already provided for Authority Prison Service staff at many sites as part of the Legacy Solution. This will be enhanced to enable prisoner mentor calls. The Contractor will implement additional configuration and security controls in accordance with the agreed Implementation Plan that will allow Authority Prison Service staff to manage the service and allocate prisoner access as appropriate.

**REDACTED**

Regardless of the option selected this functionality will be delivered within the concession model and will not attract a prisoner usage charge.

**REDACTED**

- Authority Requirement 7

*Text messaging –* **REDACTED**

The Contractor will provide the text message functionality in accordance with the agreed Implementation Plan. **REDACTED**

**REDACTED**

- Authority Requirement 8

*Additional mobile phone enhancements – Following on from the benefits seen from secure mobile phones deployed during Covid, the Authority would like to explore further uses in specialist locations. e.g. prisoner attending external hospital. In addition, the Authority requires that the existing Covid Mobile 2 services be provided under the terms of the concession model.*

The secure mobile service delivered during COVID 19 can be enhanced to deliver additional benefits, for example, external hospital visits.

**REDACTED**

Bedwatch Mobile

The Contractor will provide a Bedwatch Mobile solution and maintain the associated **REDACTED**

The Bedwatch Mobile service will be provided under the concession model for a maximum of **REDACTED**

The Bedwatch Mobile service provided by the Contractor under the concession model **REDACTED**

The Bedwatch Mobile service will be delivered in accordance with the Implementation Plan agreed between the parties or a separate agreement via the Change Control Procedure.

**REDACTED**

## **Annex B to Schedule 2 Systems Disaster Recovery Plan**

The Contractor and Authority will agree a Disaster Recovery Plan, which details the processes that will be activated in the event of there being a disaster that affects the System.

A disaster is defined as:

- the complete loss of all System capability from a single Establishment which is not fully recoverable within twenty four (24) hours; or
- the complete loss of the Central Site from which service is irrecoverable within twenty four (24) hours.

The priorities for disaster recovery in order of importance are:

**REDACTED**

### **Disaster Recovery Escalation**

The decision to implement the Disaster Recovery Plan would rest with the Authority on advice supplied by the Contractor relating to the specific incident.

## **Annex C to Schedule 2 System Acceptance**

### **1. System Acceptance Procedures**

- 1.1 Prior to implementation of the PIN phone System the Contractor will invite the Authority to conduct System Acceptance Procedures in a test environment in accordance with the System Acceptance Criteria below.
- 1.2 The Contractor shall provide the media and all other consumables required for the performance of the Acceptance Procedures.
- 1.3 If on completion of the System Acceptance Procedures the System Acceptance Criteria have been recorded as successful, the Authority shall confirm this in writing to the Contractor. Acceptance shall not be prevented by any failure of the Authority to complete its activities.
- 1.4 Any discrepancies to the System Acceptance Criteria will be recorded together with corrective actions and rectification dates.

### **2. System Acceptance Criteria**

- 2.1 The System Acceptance Criteria shall be as agreed by both parties.

**Annex D to Schedule 2 Not used**

**Annex E to Schedule 2 Mobile 2 Server Solution** [CCN 44 dated 18 November 2020]

1. **REDACTED**.
2. **REDACTED**.
3. **REDACTED**

**Service Levels**

1. For the avoidance of doubt Schedule 4 'Service Levels' shall apply to the **REDACTED**

**Assets**

1. **REDACTED**.

**Delivery**

1. **REDACTED**.
2. The Contractor shall prioritise Establishments in accordance with Annex 1.
3. The Contractor will provide weekly reports for tracking progress and will join meetings with the Authority when requested.

## **Annex 1 List of Establishments**

**REDACTED**



## **Schedule 3      The Services**

### **1.      Introduction**

- 1.1      The Service is a payphone service for prisoners in the Establishments. The Service additionally provides the Authority with information, facilities and control over payphone calls made from the System as described in Schedule 2.
- 1.2      The Service includes all support, maintenance, fault repair and training for the System as described in this Schedule 3.
- 1.3      The Service shall be performed only in the United Kingdom.

### **2.      System Support**

- 2.1      The Contractor shall support, oversee and manage the System. The support shall be provided by competent and appropriately qualified engineers in the areas of hardware, software, system upgrade and developments.

### **3.      Helpdesk**

- 3.1      For the duration of this Agreement the Contractor shall supply a dedicated Helpdesk. The Helpdesk shall be a focal point for any aspect of the System and shall be the single point of contact for all the support processes, i.e. system difficulties experienced by staff, system faults, fault progress, and management information.
- 3.2      The Helpdesk will be the single point of contact for any other requests from the Authority relating to the System e.g. additional installation or equipment moves, once initial installation has been completed. The Helpdesk will be staffed by appropriately trained and knowledgeable personnel based in the United Kingdom.
- 3.3      Contact shall be made via a freephone number which must be available seven (7) days per week including Public and Bank Holidays between the hours of 8am and 10pm. The Helpdesk hours may be reviewed with the agreement of both parties subject to Clause 36. Outside the Helpdesk hours the Contractor shall provide alternative telephone numbers for emergency purposes.
- 3.4      The Contractor shall provide an alternative site in the event that the Helpdesk is not available for a period of more than thirty (30) minutes in any one (1) day. The alternative site will record details and have the ability to escalate faults subsequent to the recovery of the Helpdesk.

### **4.      Fault Reporting and Progression**

- 4.1      All faults shall be reported by the Establishment to the Helpdesk. The Contractor shall respond:

**4.1.1      REDACTED**

- 4.2      All visits to Establishments will be by prior arrangement including an appointed time for arrival and the provision by the Establishment of appropriate escorts.

**4.3      REDACTED**

**4.4      REDACTED**

**5. Maintenance**

- 5.1 The Contractor shall at its own cost maintain the System throughout the term of this Agreement.
- 5.2 The Contractor shall compile and maintain detailed service records for the System and of visits to each Establishment. The Contractor will make available service records as reasonably requested by the Authority.

**6. Training**

- 6.1 The Contractor shall at its own cost supply on-site training during installation of the System at each Establishment. The Contractor shall supply up to thirty (30) hours of on-site training in the operation and use of the System per Establishment at a time to be agreed between the Contractor and the Governor of the Establishment to a level reasonably acceptable to the Authority. Certificates of attendance will be provided to all of the Authority's staff who complete the training.
- 6.2 The training provided under Paragraph 6.1 above will include assessed accreditation for 2 people per Establishment to allow the Authority to provide ongoing cascade training within the Establishments.
- 6.3 The Contractor shall work with the Authority to help deliver such refresher training and training of new staff members or for new functions of the System as shall be agreed from time to time as being reasonably required.

**7. Documentation**

- 7.1 The Contractor shall at its own cost supply the following Documentation during the installation of the System at each Establishment and shall up-date the Documentation in line with software updates/upgrades to the System:
- 7.1.1 training documentation in such quantities as the parties shall agree (and in default of Agreement, 10 copies per Establishment);
  - 7.1.2 data entry template, in such quantities as the parties shall agree (and in default of Agreement, 10 copies per Establishment);
  - 7.1.3 A System user manual for Establishment staff, which will be made available via workstations in order to provide the latest version at all times. Guidance will be provided to Establishment staff during training on how to make best use of this form of user manual.

**8. Additional Services [CCN 11 dated March 2014]**

**8.1 Export Report**

The parties have agreed that the Contractor shall develop and roll out the new export report at no cost to the Authority [CCN 11 dated March 2014]

**8.2 HMP Northumberland**

At no cost to the Authority, the Contractor shall remove the PIN system from HMP Northumberland upon receipt of written notice from the Authority that this is required. [CCN 11 dated March 2014]

### 8.3 **In-Cell Site Surveys**

- 8.3.1 The Contractor shall undertake In-Cell Telephony site surveys at the following Establishments:
  - 8.3.1.1 HMP Isis,
  - 8.3.1.2 HMP Pentonville
  - 8.3.1.3 HMP The Mount [CCN 11 dated March 2014]
- 8.3.2 The Contractor shall absorb the full cost of co-ordinating and undertaking the site surveys at the establishments referred to in Paragraph 8.3.1. Upon completion of the surveys the Contractor shall submit to the Authority a commercial proposal for supply of In-Cell Telephony at each Establishment. [CCN 11 dated March 2014]

### 8.4 **Upgrade PIN Export Player to Windows 8**

The Contractor shall, at no cost to the Authority upgrade the existing PIN export player to Windows 8 [CCN 11 dated March 2014]

### 8.5 **Development Work – Export of Multiple Call Recordings**

- 8.5.1 The Contractor shall at no cost to the Authority undertake the following:
- 8.5.2 Undertake development work facilitating the export of multiple calls
- 8.5.3 The Contractor shall upgrade the application to allow call recordings to be exported DVD as well as in existing CD format [CCN 11 dated March 2014]

### 8.6 **Call Diversion Detection Pilot**

- 8.6.1 At no cost to the Authority the Contractor shall investigate the feasibility of identifying instances of call diversion taking place from a PIN phone. [CCN 11 dated March 2014]
- 8.6.2 The Authority shall co-operate fully in respect of all reasonable requests made by the Contractor the provision of data and other information reasonably required to implement the pilot. [CCN 11 dated March 2014]

## **Annex A to Schedule 3 Secure Projects and Changes [CCN 51 dated Sept 2021]**

### **Secure Projects and Changes**

1. The parties, working together in a secure environment, have on occasion a requirement to agree changes to the Agreement with additional information security requirements (the "**Secure Amendments**"). A change may be identified as a Secure Amendment due to the project being allocated a particular Security Classification or any other reason as identified by the Authority. In such instances, the parties have agreed that these changes must be stored securely and separately to the rest of the Agreement. For the purposes of general reference, the parties shall update the table in Schedule 23 with the relevant high-level details to record:
2. For each respective Secure Amendment, the Authority Commercial Representative, Authority Business Single Point of Contact and the Contractor representative shall each retain a copy of the signed Secure Amendment if permitted by the Authority's Security Classification.
3. In order for any person not named in Table 1 to gain access to a Secure Amendment, they are to contact the named representative from their respective organisation, who will follow all due process in ensuring that the appropriate information security protocols have been followed to allow further sharing of the Secure Amendment.

**Annex B3 Unilink integration** REDACTED [CCN 53 dated 18 February 2022]

The purpose of this Annex B3 is to extend the automation of specific PIN phone information and activities with the Unilink CMS system REDACTED

**Service Scope**

The solution design detailed below relates to Unilink REDACTED

REDACTED

**Attachment 1 to Annex B3 of Schedule 3**

**REDACTED**

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**Annex C to Schedule 3 Application of Anti-pick and Firestopping** [CCN 38 dated 5 February 2020]

**Background**

The Authority requires the application of Anti-Pick sealant to each cell at the sites listed in Annex 1.

**REDACTED** For the full, detailed scope, please see Scope of Works in Annex 2.

**Charges**

**REDACTED** Pricing breakdown is set out in Annex 1.

**Survey**

**REDACTED**

**Stoppages and Delays**

**REDACTED**

## **Annex 1**

### **REDACTED Annex 2 - Scope of Works – Anti-Pick and Firestopping**

#### **Anti-Pick**

Anti-Pick is required to be installed within cells, any containment which have been installed  
**REDACTED**

**REDACTED**

#### **Firestopping**

**REDACTED**

#### **Mobilisation, Establishment Facilities and Establishment Management**

The Contractor will appoint a Project Manager responsible for the day to day running of the project with the Authority's onsite SPOC.

Roll out plan to be agreed by both parties following 420 meetings.



## **Annex D to Schedule 3 Automated PIN Phone Project [CCN 43 dated 30 October 2020]**

The purpose of this Annex D is to provide the Establishments (Annex 1) with a cloud integration application to upload call recording files from the PIN phone system into HMPPS centralised platform REDACTED.

REDACTED

For the avoidance of doubt the Contractor shall be responsible for the maintenance and support of the solution until the end of the Extension Term.

### **Service Levels**

1. For the avoidance of doubt Schedule 4 'Service Levels' service level agreement shall apply to the cloud integration application and firewalls. Schedule 4, Para. 3.1. shall be amended to allow the Authority's Service Desk to contact the Contractors Helpdesk to report faults relating to this solution.

### **Assets**

REDACTED

### **Delivery**

3. The Contractor will assign a project manager who will work alongside The Authority's project manager to carry out the end to end project management from project initiation to final sign off and acceptance from The Authority. This will include tracking progress through project meetings and weekly reports.

REDACTED

5. The Contractor will conduct a pilot trial with the Authority at an Establishment to be agreed by both parties, to test the following:

6. REDACTED Following sign off of pilot site, the Contractor will install and commission REDACTED

### **Timescales**

REDACTED

### **Financial Impact**

REDACTED

### **Payment milestones**

REDACTED



### Annex 1 - List of Establishments

No.	Prison	Address	Postcode
1.	<b>HMP NORTHUMBERLAND</b>	Morpeth, Northumberland	NE65 9XG
2.	<b>HMP ISLE OF WIGHT</b>	55 Parkhurst Road, Newport, Isle of Wight	PO30 5RS
3.	<b>HMP ALTCOURSE</b>	Higher Lane, Fazakerley, Liverpool	L9 7LH
4.	<b>HMP/YOI ASKHAM GRANGE</b>	Askham Richard, York	YO23 3FT
5.	<b>HM YOI AYLESBURY</b>	Bierton Road, Aylesbury	HP20 1EH
6.	<b>HMP BEDFORD</b>	St. Loyes Street, Bedford	MK40 1HG
7.	<b>HMP BERWYN</b>	139 Bridge Road Wrexham Industrial Estate Wrexham	LL13 9QE
8.	<b>HMP BELMARSH</b>	Western Way, Thamesmead, London	SE28 OEB
9.	<b>HMP BIRMINGHAM</b>	Winson Green Road, Birmingham	B18 4AS
10.	<b>HMP/ YOI BRINSFORD</b>	New Road, Featherstone, Wolverhampton	WV10 7PY
11.	<b>HMP BRISTOL</b>	19 Cambridge Road, Horfield, Bristol	BS7 8PS
12.	<b>HMP BRIXTON</b>	Jebb Avenue, London	SW2 5XF
13.	<b>HMP BUCKLEY HALL</b>	Buckley Hall Road, Rochdale, Lancs	OL12 9DP
14.	<b>HMP BULLINGDON</b>	PO Box 50, Bicester, Oxon	OX25 1WD
15.	<b>HMP BRONZEFIELD</b>	Woodthorpe Road, Ashford, Surrey	TW15 3JZ
16.	<b>HMP BURE</b>	Jaguar Drive, Scottow, Norwich	NR10 5GB
17.	<b>HMP / RC CARDIFF</b>	Knox Road, Cardiff,	CF24 0UG
18.	<b>HMP CHANNINGS WOOD</b>	Denbury, Newton Abbott, Devon	TQ12 6DW
19.	<b>HMP / YOI CHELMSFORD</b>	200 Springfield Road, Chelmsford, Essex	CM2 6LQ
20.	<b>HMP COLDINGLEY</b>	Shaftesbury Road, Bisley, Woking, Surrey	GU24 9EX
21.	<b>HMP COOKHAM WOOD</b>	Sir Evelyn Road, Rochester, Kent	ME1 3LU

<b>No.</b>	<b>Prison</b>	<b>Address</b>	<b>Postcode</b>
22.	<b>HMP DARTMOOR</b>	Princetown, Yelverton, Devon,	PL20 6RR
23.	<b>HM YOI DEERBOLT</b>	Bowes Road, Barnard Castle, County Durham	DL12 9BG
24.	<b>HMP DOWNVIEW</b>	Sutton Lane, Sutton, Surrey	SM2 5PD
25.	<b>HMP / YOI DRAKE HALL</b>	Eccleshall, Staffordshire,	ST21 6LQ
26.	<b>HMP DURHAM</b>	Old Elvet, Durham,	DH1 3HU
27.	<b>HMP / YOI EAST SUTTON PARK</b>	Sutton Valence, Maidstone, Kent	ME17 3DF
28.	<b>HMP / YOI EASTWOOD PARK</b>	Church Avenue, Falfield, Wotton-under-Edge, Gloucestershire	GL12 8DB
29.	<b>HMP HIGHPOINT NORTH (formerly HMP Edmunds Hill)</b>	Stradishall, Newmarket, Suffolk	CB8 9YN
30.	<b>HMP ELMLEY</b>	Church Road, Eastchurch, Sheerness, Kent	ME12 4DZ
31.	<b>HMP ERLESTOKE</b>	DEVIZES, Wiltshire,	SN10 5TU
32.	<b>HMP / YOI EXETER</b>	New North Road, Exeter, Devon	EX4 4EX
33.	<b>HMP FEATHERSTONE</b>	New Road, Featherstone, Wolverhampton	WV10 7PU
34.	<b>HMP / YOI FELTHAM</b>	Bedfont Road, Feltham, Middlesex	TW13 4ND
35.	<b>HMP FORD</b>	Ford Road, Arundel, West Sussex	BN18 0BX
36.	<b>HMP / YOI FOREST BANK</b>	Agecroft Road, Salford	M27 8FB
37.	<b>HMP FOSTON HALL</b>	Foston, Derby, Derbyshire	DE65 5DN
38.	<b>HMP FRANKLAND</b>	Brasside, Durham	DH1 5YD
39.	<b>HMP FULL SUTTON</b>	Full Sutton, York	YO41 1PS
40.	<b>HMP GARTH</b>	Ulnes Walton Lane, Leyland, Preston	PR26 8NE (for directional purposes use post code PR26 8LW)
41.	<b>HMP GARTREE</b>	Gallow Field Road, Market Harborough, Leicestershire	LE16 7RP

<b>No.</b>	<b>Prison</b>	<b>Address</b>	<b>Postcode</b>
42.	<b>HMP GRENDON</b>	Grendon Underwood Aylesbury, Bucks	HP18 0TL
43.	<b>HMP / YOI GUYS MARSH</b>	Shaftesbury, Dorset,	SP7 0AH
44.	<b>HMP HAVERIGG</b>	North Lane, Millom, Cumbria	LA18 4NA
45.	<b>HMP HEWELL</b>	Hewell Lane, Redditch, Worcestershire	B97 6QS
46.	<b>HMP HIGH DOWN</b>	High Down Lane, Sutton, Surrey	SM2 5PJ
47.	<b>HMP HIGHPOINT</b>	Stradishall, Newmarket, Suffolk	CB8 9YG
48.	<b>HM YOI HINDLEY</b>	Gibson Street, Bickershaw, Wigan, Lancashire	WN2 5TH
49.	<b>HMP HOLLESLEY BAY</b>	Woodbridge, Suffolk	IP12 3JW
50.	<b>HMP HOLME HOUSE</b>	Holme House Road, Stockton- On- Tees, Cleveland	TS18 2QU
51.	<b>HMP HULL</b>	Hedon Road, Hull	HU9 5LS
52.	<b>HMP / YOI HUNTERCOMBE</b>	Huntercombe Place, Nuffield, Henley-On-Thames, Oxfordshire	RG9 5SB
53.	<b>HM YOI ISIS</b>	Western Way, Thamesmead	SE28 0NZ
54.	<b>HMP KIRKHAM</b>	Freckleton Road, Kirkham, Preston, Lancashire	PR4 2RN
55.	<b>HMP KIRKLEVINGTON GRANGE</b>	Yarm, Cleveland,	TS15 9PA
56.	<b>HMP / YOI LANCASTER FARMS</b>	Stone Row Head, Off Quernmore Road, Lancaster, Lancashire	LA1 3QZ
57.	<b>HMP LEEDS</b>	2 Gloucester Terrace, Armley, LEEDS, West Yorkshire	LS12 2TJ
58.	<b>HMP LEICESTER</b>	116 Welford Road, Leicester, Leicestershire	LE2 7AJ
59.	<b>HMP / YOI LEWES</b>	Brighton Road, Lewes, East Sussex	BN7 1EA
60.	<b>HMP LEYHILL</b>	Wotton-Under-Edge, Gloucestershire	GL12 8BT
61.	<b>HMP LINCOLN</b>	Greetwell Road, Lincoln	LN2 4BD

<b>No.</b>	<b>Prison</b>	<b>Address</b>	<b>Postcode</b>
62.	<b>HMP LINDHOLME</b>	Bawtry Road, Hatfield Woodhouse, Doncaster	DN7 6BW
63.	<b>HMP LITTLEHEY</b>	Perry, Huntingdon, Cambridgeshire	PE28 0SR
64.	<b>HMP LIVERPOOL</b>	68 Hornby Road, Liverpool	L9 3DF
65.	<b>HMP LONG LARTIN</b>	Shinehill Lane, South Littleton, Evesham, Worcestershire	WR11 8TZ
66.	<b>HM YOI LOW NEWTON</b>	Brasside, Durham	DH1 5YA
67.	<b>HMP MAIDSTONE</b>	36 County Road, Maidstone, Kent	ME14 1UZ
68.	<b>HMP MANCHESTER</b>	1 Southall Street, Manchester	M60 9AH
69.	<b>HMP HATFIELD</b>	Thorne Road, Hatfield, Doncaster, South Yorkshire	DN7 6EL
70.	<b>HMP / YOI MOORLAND CLOSED</b>	Bawtry Road, Hatfield Woodhouse, Doncaster, South Yorkshire	DN7 6BW
71.	<b>HMP THE MOUNT</b>	Molyneaux Avenue, Bovingdon, Hemel Hempstead, Hertfordshire	HP3 0NZ
72.	<b>HMP / YOI NEW HALL</b>	Dial Wood, Flockton, Wakefield, West Yorkshire	WF4 4XX
73.	<b>HMP NORTH SEA CAMP</b>	Croppers Lane, Freiston, Boston, Lincolnshire	PE22 0QX
74.	<b>HMP / YOI NORWICH</b>	Knox Road, Norwich, Norfolk	NR1 4LU
75.	<b>HMP NOTTINGHAM</b>	Perry Road, Sherwood, Nottingham, Nottinghamshire	NG5 3AG
76.	<b>HMP OAKWOOD</b>	Oak Road, Featherstone, Wolverhampton, West Midlands	WV10 7QD
77.	<b>HM YOI ONLEY</b>	Willoughby, Rugby, Warwickshire	CV23 8AP
78.	<b>HMP PENTONVILLE</b>	Caledonian Road, London	N7 8TT
79.	<b>HM YOI PORTLAND</b>	104 The Grove, Portland, Dorset	DT5 1DL
80.	<b>HMP PETERBOROUGH</b>	Saville Road, Peterborough	PE3 7PD
81.	<b>HMP / YOI PRESCOED</b>	Coed-y-Paen, Pontypool, Monmouthshire	NP14 0TB

<b>No.</b>	<b>Prison</b>	<b>Address</b>	<b>Postcode</b>
82.	<b>HMP PRESTON</b>	2 Ribbleson Lane, Preston, Lancashire	PR1 5AB
83.	<b>HMP RANBY</b>	Retford, Nottinghamshire	DN22 8EU
84.	<b>HMP RISLEY</b>	Warrington Road, Risley,	WA3 6BP
85.	<b>HMP ROCHESTER</b>	1 Fort Road, Rochester, Kent	ME1 3QS
86.	<b>HMP RYE HILL</b>	Willoughby, Nr. Rugby, Warwickshire	CV23 8SZ
87.	<b>HMP SEND</b>	Ripley Road, Send, Woking, Surrey	GU23 7LJ
88.	<b>HMP SPRING HILL</b>	Grendon Underwood, Aylesbury, Bucks	HP18 0TL
89.	<b>HMP STAFFORD</b>	54 Gaol Road, Stafford, Staffordshire	ST16 3AW
90.	<b>HMP STANDFORD HILL</b>	Church Road, Eastchurch, Isle of Sheppey, Kent	ME12 4AA
91.	<b>HMP STOCKEN</b>	Stocken Hall Road, Stretton, Nr Oakham, Rutland	LE15 7RD
92.	<b>HMP / YOI STOKE HEATH</b>	Warrant Road, Stoke Heath, Market Drayton, Shropshire	TF9 2JL
93.	<b>HMP / YOI STYAL</b>	Styal Road, Wilmslow, Cheshire	SK9 4HR
94.	<b>HMP SUDBURY</b>	Ashbourne / Derbyshire	DE6 5HW
95.	<b>HMP SWALESIDE</b>	Brabazon Road, Eastchurch, Isle of Sheppey, Kent	ME12 4AX
96.	<b>HMP SWANSEA</b>	200 Oystermouth Road, Swansea	SA1 3SR
97.	<b>HMYOI SWINFEN HALL</b>	The Drive, Swinfen, Lichfield, Staffordshire	WS14 9QS
98.	<b>HM YOI THORN CROSS</b>	Arley Road, Warrington, Cheshire	WA4 4RL
99.	<b>HMP USK</b>	Coed-y-Paen, Pontypool, Monmouthshire	NP14 0TB
100.	<b>HMP WAKEFIELD</b>	5 Love Lane, Wakefield, West Yorkshire	WF2 9AG
101.	<b>HMP WANDSWORTH</b>	PO Box 757, Heathfield Road, Wandsworth, London	SW18 3HS

<b>No.</b>	<b>Prison</b>	<b>Address</b>	<b>Postcode</b>
102.	<b>HMP/YOI WARREN HILL</b>	Grove Road, Hollesley, Nr Woodbridge, Suffolk	IP12 3BF
103.	<b>HMP WAYLAND</b>	Griston, Thetford, Norfolk	IP25 6RL
104.	<b>HMP WEALSTUN</b>	Church Causeway, Thorp Arch, Wetherby, West Yorkshire	LS23 7AZ
105.	<b>HMP / YOI WERRINGTON</b>	Ash Bank Road, Werrington, Stoke-On-Trent, Staffordshire	ST9 ODX
106.	<b>HMP / YOI WETHERBY</b>	York Road, Wetherby, West Yorkshire	LS22 5ED
107.	<b>HMP WHATTON</b>	New Lane, Whatton, Nottinghamshire	NG13 9FQ
108.	<b>HMP WHITEMOOR</b>	Longhill Road, March, Cambridgeshire	PE15 0PR
109.	<b>HMP WINCHESTER</b>	Romsey Road, Winchester, Hampshire	SO22 5DF
110.	<b>HMP HUMBER</b>	4 Sands Lane, Everthorpe, Brough, East Yorkshire	HU15 2JZ
111.	<b>HMP WOODHILL</b>	Tattenhoe Street, Milton Keynes, Buckinghamshire	MK4 4DA
112.	<b>HMP WORMWOOD SCRUBS</b>	Du Cane Road, London	W12 OAE
113.	<b>HMP WYMOTT</b>	Ulnes Walton Lane, Leyland Preston, Lancashire	PR26 8LW
114.	<b>HMP HATFIELD LAKES</b>	Lancaster drive, Lindholme, Hatfield	DN7 6DQ
115.	<b>HMP PARC</b>	Heol Hopcyn John, Bridgend, South Wales	CF35 6AP
116.	<b>HMP THE VERNE</b>	Portland, Dorset	DT5 1EQ



## Annex 2 – Installation timeline

REDACTED

## **Schedule 4      Service Levels**

### **1.      Service Level Categories**

1.1      Service levels shall be measured quarterly across all Establishments. Service levels shall be measured in two categories:

1.1.1          serviceability, i.e. the percentage of time Units are in service; and

1.1.2          fault response.

1.2      Faults are classified into Service-affecting and non Service-affecting as follows:

1.2.1          Service-affecting faults are those faults which result in a loss of service that cannot be circumvented. For example, a complete component failure with no back-up; and

1.2.2          non Service-affecting faults are those faults which result in a loss of service that can be circumvented. For example by the use of a backup or alternative facility where the fault has no adverse impact on Service.

### **2.      Serviceability**

2.1      Serviceability is divided into two areas:

2.1.1          the ability of prisoners to make telephone calls using the System; and

2.1.2          information services provided by the System (as defined in Schedule 2).

Each of these areas shall be separately measured.

2.2      Serviceability shall be calculated using the following formula:

$$\frac{(N \times M) - O}{N \times M} \times 100$$

where N = Number of Units\*; and

M = total hours in the quarter ; and

O = total hours all Units are out of service in the quarter.

\*          for telephony serviceability (reference Paragraph 2.1.1 above) Units will be all Handsets installed in all Establishments in the quarter; and

\*          for information services serviceability (reference Paragraph 2.1.2 above) Units will be the total of all System work-stations, printers and recording equipment installed in all Establishments in the quarter.

2.3      The serviceability targets shall be:

<b>Category</b>	<b>Target</b>
telephony Service-affecting faults	>99%
telephony non Service-affecting faults	>95%

Category	Target
information services Service-affecting faults	>98%
information services non Service-affecting faults	>90%

### 3. **Fault Response**

- 3.1 Faults reported by Establishments to the Helpdesk shall be allocated to a category known as "Total Care" or to any equivalent successor category operated by the Contractor. The Contractor will maintain a fault response during twenty four (24) hours per day, seven (7) days per week including Public and Bank Holidays.
- 3.2 The Contractor shall respond to fault reports by:
- 3.2.1 providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Authority;
  - 3.2.2 where possible, carrying out diagnostic checks from the Contractor's premises; or
  - 3.2.3 visiting the Authority's premises where 3.2.1 and 3.2.2 do not diagnose or clear the fault.
- 3.3 Where a visit is necessary to correct a fault, the Contractor shall respond to an Establishment (or other place at which the fault can be repaired) within four (4) hours from the time of the fault being reported to the Helpdesk by the Authority.
- 3.4 Without undue delay the Contractor will take all proper steps to correct the fault by repairing or, at its option, replacing all or part of the faulty Hardware or Software.
- 3.5 The fault response target shall be:
- 3.5.1 Ninety five percent (95%) of all Service-affecting faults responded to within four (4) hours;
  - 3.5.2 Ninety five percent (95%) of all non Service-affecting faults responded to within eight (8) hours;
- in order to achieve the serviceability targets at Paragraph 2.3 above.

### 4. **Helpdesk**

- 3. The call handling target for the Helpdesk shall be:
- 4. eighty percent (80%) of calls received during Helpdesk hours will be answered within thirty (30) seconds.

### 5. **Measurement**

- 5.1 The period of time any part of the System is classified as out of service for the purposes of Paragraph 2 above shall be measured from the time when a fault is reported to the Helpdesk until the time when the fault has been repaired.

- 5.2 Any:
- 5.2.1 delays caused by events of Force Majeure; or
  - 5.2.2 restrictions imposed by the Authority delaying the Contractor from having access to the System; or
  - 5.2.3 delays caused by visit times being agreed with the Establishment;
- will be discounted from the measurement of serviceability and fault response time for the purposes of Paragraphs 2 and 3 above.
- 5.3 Each Establishment will be included in the measurement of serviceability and response time one (1) month following the relevant Acceptance Date but the Contractor will endeavour to meet the targets immediately following the relevant Acceptance Date.
- 6. Exclusions**
- 6.1 The following shall be excluded from any performance measures under this Schedule 4:
- 6.1.1 where the fault is caused by a disruption or defect in the mains power supply;
  - 6.1.2 where the fault is caused by accidental or deliberate damage to the System other than that caused by the Contractor;
  - 6.1.3 where the fault is caused by misuse or attempted misuse of the System;
  - 6.1.4 where the fault is caused by the Authority's equipment or Data;
  - 6.1.5 where the fault is in the Public Switched Telephone Network beyond the Establishment curtilage;
  - 6.1.6 where the fault is in another licensed operators' networks;
  - 6.1.7 where the fault is caused by an event of Force Majeure.
- 7. Records and Reports**
- 7.1 The Contractor will maintain records of serviceability, faults and fault response and achievement against the targets detailed in this Schedule 4.
- 7.2 The Contractor will provide the Authority with a report of serviceability and fault response quarterly.
- 8. Escalation**
- 8.1 If a dispute about serviceability or fault response arises between the parties, the parties will use their reasonable endeavours to settle the dispute in accordance with the following procedures:
- 8.1.1 a dispute which has not been settled by the Authority's representative and the Contractor's representative within seven (7) days of the matter being raised, may be escalated by either party to the project board described in Schedule 5 Paragraph 6.1.1 (the first level) by written notice to the other party;

- 8.1.2 if the dispute is not resolved at the first level within seven (7) days of escalation either party may revert to any of their rights under the terms of this Agreement.

## **Schedule 5      Implementation**

### **1.      Introduction**

#### **1.1      The Contractor shall:**

1.1.1      implement the In-Cell Telephony, Mobile Phones and IP Network aspects of the Proposed Solution at all Establishments **REDACTED**

1.1.2      **REDACTED**

1.2      An overall strategy for implementation based on the strategy at Annex A of this schedule 5 will be agreed in accordance with Paragraph 2 below and individual plans for phases of the implementation shall be agreed in accordance with Paragraph 3 below.

1.3      Successful completion of each phase of the implementation shall be measured by use of the Acceptance Procedures (Paragraph 4 below).

1.4      The implementation shall be co-ordinated by a project board (Paragraph 6.1.1 below) comprising representatives of both the Authority and the Contractor.

### **2.      Implementation Strategy**

2.1      An implementation strategy based on the strategy at Annex A of this Schedule 5 shall be agreed between the Contractor and the Authority via the project control board (Paragraph 3.4 below) to detail:

2.1.1      the scope of each phase of implementation; and

2.1.2      an overarching timetable for delivery of the implementation phases.

2.2      The Contractor shall submit a draft of the implementation strategy to the Authority for approval within four (4) weeks of commencement of the Additional Period.

2.3      Following receipt of the implementation strategy from the Contractor, the Authority shall:

2.3.1      review and comment on the draft implementation strategy as soon as reasonably practicable; and

2.3.2      notify the Contractor in writing that it approves or rejects the draft implementation strategy.

2.4      If the Authority rejects the draft implementation strategy:

2.4.1      the Authority shall inform the Contractor in writing of its reasons for its rejection; and

2.4.2      the Contractor shall then revise the draft implementation strategy (taking reasonable account of the Authority's comments) and shall re-submit a revised draft implementation strategy to the Authority for the Authority's approval.

2.5 The provisions of Paragraph 2.3 and Paragraph 2.4 shall apply again to any resubmitted draft implementation strategy, provided that either party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

2.6 If the Authority approves the draft implementation strategy then it shall become the agreed implementation strategy from the date of the Authority's notice of approval.

### **3. Implementation Plans**

3.1 Individual implementation plans for each phase of implementation as set out in and consistent with the implementation strategy shall be agreed between the Contractor and the Authority via the project control board (Paragraph 4 below) to detail:

- 3.1.1 detailed timing of all activities and owners for the implementation phase, taking account of the Authority's requirement for completion;
- 3.1.2 contact details for all of the Authority's and the Contractor's personnel connected with the project;
- 3.1.3 dissemination of information to Establishments regarding roll-out of the implementation and any roles and responsibilities that are required at an Establishment level;
- 3.1.4 production and approval of a programme to train the Authority's staff in the use of Proposed Solution.

3.2 In preparing the individual implementation plans, the Contractor must work collaboratively with all parts of the Authority.

3.3 Every individual implementation plan must contain:

- 3.3.1 specific plans for each Establishment at which that aspect of the Proposed Solution will be implemented; and
- 3.3.2 if required by the Authority, specific acceptance criteria for that plan. Where the Authority does not require specific acceptance criteria for an individual implementation plans, the System Acceptance Procedures and Installation Acceptance Procedures set out in Paragraph 4 to this Schedule 5 (Implementation) will apply to the plan.

3.4 The individual implementation plans for In-Cell Telephony and the IP network must be consistent with the outline individual implementation plans set out in Annex A.

### **4. Acceptance Procedures**

#### **4.1 General**

4.1.1 There will be two types of Acceptance Procedures used in relation to each implementation plan:

4.1.2 System Acceptance Procedures, which are detailed in Schedule 2 (The System).

4.1.3 Prior to commencement of implementation of the Proposed Solution at an individual prison, the Contractor shall request and join a meeting (the "**420 Meeting**") between the Contractor and local representatives at the prison nominated by the Authority (which may include without limit the head of security, head of health and safety, fire officer, SPOC, service delivery manager, estates manager and Governor) in order to ensure the work due to take place at an

Establishment is compliant with local requirements such as but without limit security and health and safety requirements

- 4.1.4 An outline summary of the remit and procedures for the 420 Meetings is set out in Annex B of this schedule 5.

## 4.2 Installation Acceptance Procedures

- 4.2.1 The Installation Acceptance Procedures period for each implementation phase shall be a period of ten (10) Business Days following the Installation Date of the Proposed Solution at each Establishment. This Installation Acceptance period may be extended to up to twenty (20) Business Days for the initial Establishment following Proposed Solution Acceptance, on agreement between the Authority and the Contractor. The PIN phone system will not be changed-over at any other Establishment until this first Establishment has been accepted.
- 4.2.2 At the initial Establishment following Proposed Solution Acceptance, the Authority will notify the Contractor in writing if the Installation Acceptance Criteria have been successful during the Installation Acceptance Procedures.
- 4.2.3 At all other Establishments the Contractor will advise the Establishment in writing of the Installation Date, and that the Installation Acceptance Procedures Period of ten (10) Business Days has commenced, and that the Establishment must notify the Contractor in writing within this period of any discrepancies to the Installation Acceptance Criteria. If the Contractor does not receive written notification by the end of the Installation Acceptance Procedures Period, the Installation Acceptance Criteria will be deemed successful.
- 4.2.4 At all other Establishments the Contractor will advise the Establishment in writing of the Installation Date, and that the Installation Acceptance Procedures Period of ten (10) Business Days has commenced, and that the Establishment must notify the Contractor in writing within this period of any discrepancies to the Installation Acceptance Criteria. If the Contractor does not receive written notification by the end of the Installation Acceptance Procedures Period, the Installation Acceptance Criteria will be deemed successful.
- 4.2.5 Any discrepancies to the Installation Acceptance Criteria will be recorded together with corrective actions and rectification dates.

## 5. Installation Acceptance Criteria

- 5.1 Installation Acceptance Criteria to be carried out at every Establishment following the Installation Date or as agreed as part of the Implementation Plan for each project.

Test	Installation Acceptance Criteria
Physical examination	<ol style="list-style-type: none"> <li>1. All physical elements installed as agreed at the site survey, including quantities of Hardware.</li> <li>2. Absence of mechanical defects in Hardware.</li> <li>3. Installation work complete to the reasonable satisfaction of the Authority's representative.</li> </ol>
System Features Test	<ol style="list-style-type: none"> <li>1. A random sample of System features function correctly.</li> <li>2. All workstations 'log in' to System correctly.</li> <li>3. Printers function correctly.</li> </ol>



	4. Database build complete. 5. Recording and monitoring function correctly. 6. Un-interruptible power supply functions correctly.
Telecommunications Test	1. Handsets can place telephone calls, but only within a random sample of restrictions of the System, e.g. within scheduled times, allow lists, credit restrictions, etc. 2. Handsets cannot receive incoming calls.
Training, Documentation and Processes	1. Training of HMPPS personnel at the Establishment completed. 2. System user manuals accessible to the Establishment. 3. Equipment inventory completed with one copy for the Establishment. 4. Helpdesk arrangements explained to Establishment personnel.

## 6. Project Management

### 6.1 Project Control

- 6.1.1 A project board, comprising representatives of both the Authority and the Contractor, shall be established on commencement of this Agreement. The project control board will provide the parties with recommendations in relation to the effective and efficient management of the installation of the Proposed Solution.

### 6.2 Terms of Reference

- 6.2.1 The project control board will meet on a periodic basis as determined jointly by the Authority and the Contractor during the Implementation Period. The first meeting shall take place within four (4) weeks of the date of this Agreement.
- 6.2.2 Each meeting will include an update on all aspects of the implementation of the Proposed Solution. The project control board will seek to resolve all issues, disputes and problems arising.
- 6.2.3 The project control board:
- 6.2.3.1 will be held alternately at the Contractor's and the Authority's offices, or via video conferencing software unless otherwise agreed by both parties;
  - 6.2.3.2 will be chaired alternately by the Contractor and Authority;
  - 6.2.3.3 chairing party shall be responsible for producing and distributing an agenda at least one (1) Business Day prior to the meeting and for producing and distributing minutes no later than five (5) Business Days following the meeting;

**Annex A to Schedule 5 (Outline Implementation Strategy)**

*High level IP deployment strategy*

**REDACTED**

*In-Cell investment high level plan*

**REDACTED**

## **Annex B to Schedule 5 (420 Meeting Requirements)**

### **Working times and locations**

The Contractor shall explain the proposed implementation and shall ensure that it only works in approved locations at times specified by the Establishment.

The Contractor and the Authority shall discuss any potential risks which are identified within the work locations, including without limit asbestos, working at height, or anything else that might impact on the health and safety of any individual likely to be in that location for the duration of the project.

### **Storage and use of materials/vehicles/plant**

The Contractor and the Authority shall discuss and agree:

- a suitable location for the storage of materials necessary for the provision of the Services
- arrangements for entry of vehicles onto the Establishment and if left at the Establishment, identifying a secure location for this to happen.

### **Regime disruption and impact on the daily operations of the prison**

The Contractor and the Authority shall discuss:

- Any matters arising from the Services which could have an impact on the smooth running of the Establishment, including without limit cutting off of any services, either planned or unplanned.
- The arrangements for the Contractor to work on live wings, ensuring they're managed accordingly.
- Identification of how work might impact on any other contracts on site, ensuring suitable cover is in place to allow contractors to work safely.
- Ensuring that anything that could have an impact on the physical security of the Establishment i.e. leaving ropes in ducts, leaving cables lying around etc.

### **Security clearance requirements for any contractors working on site**

The Contractor and the Authority shall discuss arrangements to ensure that:

- all relevant Contractor Personnel are cleared to the level specified by the prison, which will be no higher clearance than SC unless the parties agree otherwise.
- any conflicts of interest are identified at the earliest possible opportunity (i.e. a family member or friend is held with the prison)
- no-one is placed at risk by the project taking place and that the smooth operation of the Establishment isn't affected by the project works.

## **Schedule 6      Electrical Provision**

1.      The Authority shall make available the Electricity Supply as specified in writing by the Contractor in all locations within Establishments as the Contractor may reasonably request.
2.      HM Prison Establishments are served by a 415/240 volt, 50Hz, 3-phase 4-wire power supply. Single phase circuits of the capacity required will be made available.
3.      It will be the responsibility of the Contractor to advise the Authority, following the site survey, of power supply requirements for all equipment supplied under this Agreement.
4.      The Contractor shall be responsible for the electrical connections to be made to the System.
5.      The Contractor warrants that, at the Installation Acceptance Date, the System when operating shall not cause unacceptable electrical interference to any of the Authority's communication systems or those of any third party. For the purpose of this Clause 5 the System shall be deemed to include testing and monitoring instruments supplied under this Agreement.
6.      The Authority warrants that systems installed by the Authority, or its nominated representative/Sub-contractors, at Establishments after the Installation Date when operating shall not cause unacceptable electrical interference to the System.
7.      The Contractor shall recover the System following any service outages due to electrical surges or reduced voltages in any portion of the System. These include outages or reduced voltages due to lightning or poor electrical qualities provided from the Establishment. Should a problem be identified relating to poor electrical quality provided by an Establishment the Authority shall rectify it as soon as possible.
8.      At each Establishment the Contractor will provide an UPS for the local switch unit.
9.      The System shall be capable of recovering from a power outage automatically once power is restored.

## **Schedule 7      Invoicing Procedures And Payment Terms**

1. The Contractor appoints the Authority to act as its agent to sell PINcredits to prisoners and the Authority agrees to act as the Contractor's agent only on the terms of this Schedule.
2. Save as expressly authorised by the Contractor in this Schedule, the Authority shall not incur any liabilities on behalf of the Contractor nor pledge the Contractor's credit, nor make any representation or warranty on behalf of the Contractor.
3. Subject to Paragraph 2 of this Schedule and Clause 44 the Contractor shall indemnify the Authority against any liability incurred by reason of it being held out as the Contractor's agent. [CCN 1/10 dated February 2010]
4. Paragraph 3 of this Schedule does not apply where the Authority is in breach of its obligations under Paragraphs 1 and 2 of this Schedule.
5. The Contractor shall pay to the Authority a commission as defined in Schedule 8.
6. The Establishment or an authorised representative will enter PINcredits sold to prisoners onto the System. These entries will be recorded on the System to form a monthly report of PINcredits sold by the Establishment.
7. The monthly report of PINcredits sold by an Establishment will be used by the Contractor to produce a monthly invoice.
8. All invoices for PINcredits, net of commission and VAT on commission, shall be submitted to the ordering Establishment, unless otherwise agreed in writing with the Authority. The Authority shall provide the Contractor the appropriate invoicing and bank details as the Contractor may request. Invoices detailing goods and services other than PINcredits shall be submitted to the ordering Establishment/department quoting relevant document references. [CCN 1/10 dated February 2010]
9. The Establishment/department shall pay valid invoices within thirty (30) days of receipt.
10. The Authority shall notify the Contractor immediately when shortages or disputes become apparent. The invoice shall be queried where:
  - 10.1 it is unclear;
  - 10.2 it is incorrectly priced;
  - 10.3 it lacks sufficient detail;
  - 10.4 the goods or service were not satisfactory on original receipt and remedial action is being taken.
11. Where invoices may have been paid, though later queried, the Authority shall seek reimbursement if for any reason a credit note cannot be offset against a further supplies invoice within three (3) calendar months.
12. The Contractor shall refund any PINcredits remaining unused by the Establishments at the end of the Agreement period, at the purchase price net of **REDACTED** and VAT on commission.
13. **REDACTED**.

## **Schedule 8 Commercial Tariff And Financial Terms**

### **Definitions** [CCN 02/10 dated March 2010]

#### **1. Commission**

1.1 REDACTED

1.1.1 REDACTED

1.1.2 REDACTED.

1.2 REDACTED

1.3 REDACTED

1.4 REDCATED

1.5 REDACTED

1.6 REDACTED

#### **2. REDACTED Charging REDACTED**

2.1 Not used

2.1A Not used

2.1B Not used

2.2 REDACTED

2.3 REDACTED

REDACTED

2.5 REDCATED

2.6 REDACTED

#### **3. Additional Functionality** [CCN 02 dated 16 August 2011]

3.1 Any changes to the operating parameters of the system as baselined at Acceptance Date shall be subject to the Change Control Procedure detailed in Clause 36 (Modifications). In the event that changes are Contractor led there will be no cost to the Authority. Where changes are Authority led, any price implications for the Authority will be detailed in the change note in accordance with Clause 36.2.2.

#### **4. Charges For additional relocation of Handsets and Hardware**

4.1 REDACTED

4.2 REDACTED

4.3 When an additional Handset is required, the Contractor will supply and install REDACTED metal trunking and metal conduit (up to an aggregated rate of 16 metres for each Handset

installed at an Establishment) as may be required between the network termination point and the Handset including conduit elbows. This covers drilling for conduit (bore diameters of 0.6mm and 15mm) in walls up to 30cm thick constructed of soft brick or breeze but excluding engineering brick or reinforced structures. For other materials and greater thickness the Contractor may make a charge for the installation which will be determined and agreed between the Contractor's Project Manager and the Authority's Project Officer or his/her deputy at the time of or following the site survey. The Contractor will be responsible for and the cost of simple making good, i.e. repairing minor damage to brick and plaster walls resulting from drilling work during the installation of the Handsets and associated conduit, trunking and ducting using plaster, cement and brick materials to achieve a plaster finish ready for paintwork.

- 4.4 Where metal trunking and/or metal conduit is required in excess of an aggregated rate of 16 metres for each Handset installed at an Establishment the Contractor **REDACTED** This rate includes drilling for conduit (bore diameters of 0.6mm and 15mm) in walls up to 30cm thick constructed of soft brick or breeze but excluding engineering brick or reinforced structures. For other materials and greater thickness the Contractor may make a further charge for the installation which will be agreed between the Contractor's Project Manager and the Authority's Project Officer or his deputy subsequent to the site survey. Although the Authority will be responsible for the costs of making good the Contractor will be responsible for simple making good, i.e. repairing minor damage to brick and plaster walls resulting from drilling work during the installation of the conduit, trunking and ducting, using plaster, cement and brick materials to achieve a plaster finish ready for paintwork. The cost of such making good will be determined as part of the site survey. [CCN 1/10 dated February 2010]
- 4.5 Where ducting is required the Contractor may charge for the provision of such ducting and making good as stated in the specification and if so the following charges (excluding VAT) (per metre) will apply:

**REDACTED**

- 4.6 All brick/stone work will be made good, i.e. repairing damage to brick and plaster walls resulting from drilling work during the installation of the ducting, using plaster, cement and brick materials, to achieve a plaster finish ready for paintwork. The cost of such making good will be included with the cost of ducting and determined as part of the site survey.
- 4.7 If the Authority requires the relocation of existing Hardware, the Contractor will charge the Authority a time related charge plus a charge for the provision of additional conduit. **REDACTED**
- 4.8 The Contractor may change the above charges in this Paragraph 4 in-line with changes in the retail price index (RPI) annually on prior written notice to the Authority.

## 5. **Transition Rebate**

**REDACTED** The Contractor will carry this out to compensate for the possibility of partially used phonecards, which will not be refunded.

## 6. **New Establishments**

- 6.1 The provision of the Service to any new Establishment(s) over and above those listed at Schedule 12 will be subject to agreement between the parties subject to Clause 36.
- 6.2 The basis for the maximum number of Handsets installed at a new Establishment will be:



Wing phones – 1:20 prisoners

In-Cell Telephony – 1:1 cell

7. **Additional Charges**

7.1 The Authority will (if the Contractor so requires) pay the Contractor's charges for the time expended in visiting Establishments and the time and materials expended in repairing or attempting to repair faults:

7.1.1 where the Contractor responds to a fault and no fault is found to exist; or

7.1.2 where due to the act or default of the Authority the Contractor is unable to gain access to repair a fault.

7.2 The Contractor shall carry out installation work under this Agreement during the hours 0830-1630 Monday to Friday inclusive, excluding public and bank holidays ("**Normal Working Hours**"). Where, at the Authority's request, the Contractor carries out any work outside of Normal Working Hours, the Authority shall pay the Contractor's published time related charges for such work.

7.3 The Contractor agrees to carry out the Change-over at the following Establishments outside Normal Working Hours, at no additional charge to the Authority: Full Sutton, Frankland, Long Lartin, Whitemoor, Wakefield and Belmarsh. [CCN 14/99 dated February 2000]

7.4 Purchase of additional DVD back up. The Contractor will provide free of charge and in exchange of each tape, a DVD backup terminal. This CCN enables sites to purchase additional DVD tapes **REDACTED** [CCN 03/07 dated March 2007]

7.5 Retention of call enabling facility on individual prisoner accounts whilst in transfer and release. Retained PIN phone protection whilst a prisoner account is in transfer or release from prison [CCN 05/04 dated November 2004]

8. **Benchmarking** [CCN 1/10 dated February 2010]

8.1 With effect from 1 June 2012 and for the remainder of the Agreement the Authority may ask the Contractor to conduct a benchmarking exercise on the call charge tariffs set out in this Agreement. The Authority may invoke this option by notifying the Contractor in writing no earlier than 1 June 2012 [CCN 02 Dated 16 August 2011]

8.2 The benchmarking exercise will provide an analysis that enables the Authority to assess whether the call charge tariffs in this Agreement continue to be Value for Money. The term "Value for Money" will mean, given the service quality, investment and service levels provided by the Contractor in relation to those available in a comparable market and the Authority's overall requirement for Services, whether the call charge tariffs materially exceed pricing levels that would be appropriate for market conditions current at the time of the benchmarking exercise. [CCN 1/10 dated February 2010]

8.3 The Contractor will, at its own expense, appoint an Independent Advisor to conduct the benchmarking exercise. The Contractor will notify the Authority of the proposed Independent Advisor for their approval, such consent not to be unreasonably withheld or delayed. If the parties cannot agree on the appointment of the Independent Advisor the matter shall be referred to Clause 43 (**Dispute Resolution**). [CCN 1/10 dated February 2010]

- 8.4 The Independent Advisor shall be asked to undertake the benchmarking exercise provided that the comparison exercise shall take into account the following:
- 8.4.1 charges for comparable services elsewhere taking due recognition of the overall quality of service provided and the extent to which the services used for comparison are similar to the Services. This will include, but not be limited to:
    - 8.4.1.1 the service levels of any comparable services equivalent to those provided by the Contractor; and
    - 8.4.1.2 the geographical distribution, availability and location of the Services
    - 8.4.1.3 the scope of alternative services;
    - 8.4.1.4 the terms and conditions under which the Services are provided;
    - 8.4.1.5 the extent to which value added services are provided by the Contractor and by any alternative service providers;
    - 8.4.1.6 the extent to which investment is made in technology, software and hardware to deploy the services by the Contractor and by any alternative service providers;
  - 8.4.2 any changes to the Agreement pursuant to Clause 36 (Modifications)
  - 8.4.3 any agreed changes pursuant to Paragraph 1.6 of Schedule 8.
  - 8.4.4 any agreed changes pursuant to Paragraph 9 of Schedule 8.
  - 8.4.5 exceptional changes to the market. [CCN 1/10 dated February 2010]
- 8.5 The Authority and the Contractor will agree prior to the commencement of the benchmarking exercise the criteria and sources of data that will allow clear conclusions to be drawn and fully explained at the end of the exercise. The Independent Advisor will confirm to the Authority and the Contractor the criteria to be tested and the sources of data to be used. Both parties acknowledge that they will act reasonably in agreeing the scope of the benchmarking activities. [CCN 1/10 dated February 2010]
- 8.6 The Authority and the Contractor will make available to the Independent Advisor those parts of the Agreement (and other agreed documentation) necessary for the advisor to conduct a benchmarking exercise. The supply of such information will not constitute a breach of the confidentiality provisions in Clause 14 (Confidentiality) of the Agreement. [CCN 1/10 dated February 2010]
- 8.7 The Contractor will ensure the Independent Advisor will enter into an appropriate confidentiality undertaking. The Independent Advisor will not release information that has been provided in confidence by one party to the other. [CCN 1/10 dated February 2010]
- 8.8 The parties acknowledge and agree that the results of the comparison exercise will be disclosed by the Independent Advisor to both parties. [CCN 1/10 dated February 2010]

### **Results of Benchmarking**

- 8.9 If the benchmarking exercise results in a recommendation that the call charge tariffs in this Agreement continue to represent Value for Money, the Agreement will not be amended. [CCN 1/10 dated February 2010]

- 8.10 If the benchmarking exercise results in a recommendation that the call charge tariffs in this Agreement do not represent Value for Money, then the Authority and the Contractor will negotiate in good faith to amend the Agreement to ensure that the call charge tariffs in this Agreement, or those parts thereof referred to in the report by the Independent Advisor, represent value for money in line with the recommendations of the benchmarking exercise. [CCN 1/10 dated February 2010]
- 8.11 The parties will conclude negotiations within three (3) months of the submission of the report by the Independent Advisor unless otherwise agreed. If the parties are unable to reach agreement the matter shall be referred to Clause 43 (Dispute Resolution.) [CCN 1/10 dated February 2010]
- 8.12 Both parties agree to be bound by the outcome of the Dispute Resolution process. [CCN 1/10 dated February 2010]
- 8.13 The parties shall consider the benchmarking exercise results and whether the de-minimis principle is applicable. The parties shall also discuss and, where necessary review the results of a benchmarking exercise that appear to be spurious. [CCN 1/10 dated February 2010]

#### **Future exercises**

- 8.14 For subsequent benchmarking assessments after the initial exercise has been conducted the Authority may request in writing further exercises twelve (12) months after either the previous exercise has determined the call charges are value for money or the date of any changes to the call charges resulting from a recommendation in a previous benchmarking exercise, whichever is the later. [CCN 1/10 dated February 2010]
- 8.15 Notwithstanding anything set out in this Paragraph 8 each party acknowledges and agrees that the call charges as at signature of CCN 1/10 represent Value for Money. [CCN 1/10 dated February 2010]
9. **Cost transparency (Discretionary Investment)** [CCN 1/10 dated February 2010]
- 9.1 With effect from 1 June 2011 and for the remainder of the Agreement the Contractor has proposed a series of non essential system upgrades and non essential hardware replacements as part of its investment in the Services. At the date of signature of CCN 1/10 the components comprise:
- 9.1.1 the replacement of the remaining operational type 1A Handsets in all Establishments with the new type 2 Handsets
  - 9.1.2 the replacement of PCs used for administrative purposes in Establishments.
  - 9.1.3 the replacement of printers used for administrative purposes in Establishments.
  - 9.1.4 the replacement of the Impact Printers used in Establishments.
- 9.2 The Contractor will share its proposals for ongoing investment in the items listed in Paragraph 9.1 above with the Authority. The proposal from the Contractor will include the estimated benefits of the investment to the Authority, the expected consequences of not making the investment and the charges should the Authority subsequently require the investment The Authority may request that the Contractor undertakes only part of an investment or that no investment should be made in any such item. [CCN 1/10 dated February 2010]

- 9.3 The Authority acknowledges and agrees that the level of financial disclosure in any proposal shall be at a total cost level for a maximum of three (3) headings of hardware, software and services. The following worked example sets out the intended disclosure-

**REDACTED**

The Contractor will not be obliged to disclose any books of account, recovery rates, profit levels or margins, nor will it be required to show sub-contractors costs or offer any audit rights

- 9.4 The Authority may also request in writing that the investment the Contractor would have made in an item shown in Paragraph 9.1 but is not taken as set out in Paragraph 9.2 above is instead used to meet the Authority's objectives on prisoner welfare which may include but not be limited to a temporary or permanent reduction in call tariffs.
- 9.5 For the avoidance of doubt, whilst it is noted that installation and ongoing costs may be incurred in different financial years, any services shall be netted off against the Contractor Fund as a total cost in the financial year in which the service is approved in accordance with Paragraph 10 [amended CCN 39 dated March 2020]
- 9.6 When Paragraph 9.5 has applied and subsequently the non essential investment diverted by the Authority into prisoner welfare becomes an essential investment the Authority shall request the change in accordance with Clause 36 and the Contractor shall be entitled to charge the Authority for the essential services to be delivered. [CCN 1/10 dated February 2010]
- 9.7 If Paragraphs 9.2 to 9.6 above apply the impact of the decision and the Authority's decision making process shall be taken into account if Paragraph 8 of Schedule 8 (Benchmarking) applies. [CCN 1/10 dated February 2010]
- 9.8 Nothing in this Paragraph 9 shall preclude or restrict the Contractor from undertaking essential investment or maintenance replacements to fulfil its Service obligations under this Agreement. [CCN 1/10 dated February 2010]
10. **Efficiency Gains** [CCN 1/10 dated February 2010]
- 10.1 The Contractor has proposed a number of efficiency improvements to the Authority subject to the agreement of an implementation timetable from 1 June 2010 for items "10.1.1" to "10.1.4" below and mutual agreement for implementation for items "10.1.5" and "10.1.6". At the date of signature of CCN 1/10 the efficiency improvements comprise:

- 10.1.1 An automated PINcredit system.
- 10.1.2 The introduction of a Legal Services Directory.
- 10.1.3 the introduction of a transcription player
- 10.1.4 The introduction of a Data Extraction Application
- 10.1.5 A trial of cordless Handsets in one Establishment for a period of up to six (6) months
- 10.1.6 Not used

all are more fully described in Schedule 2 [CCN 1/10 dated February 2010]

10.2 In accordance with the Contractor's proposed implementation table the Contractor will inform the Authority of its assessment of the benefit of proceeding with the improvement and an indication of the investment the Contractor is making. [CCN 1/10 dated February 2010]

10.3 The Authority acknowledges and agrees that the level of financial disclosure in any proposal shall be at a total cost level for a maximum of three (3) headings of hardware, software and services. The following worked example sets out the intended disclosure:

**REDACTED**

10.4 The Contractor will not be obliged to disclose any books of account, recovery rates, profit levels or margins, nor will it required to show Sub-contractors costs or offer any audit rights [CCN 1/10 dated February 2010]

10.5 Following notification under Paragraph 10.2 and 10.3 the Authority shall notify the Contractor in writing if the efficiency improvement is accepted or declined. [CCN 1/10 dated February 2010]

10.6 If the improvement is declined in accordance with Paragraph 10.4 the Contractor will provide a credit to the Authority to the value of the investment The Contractor had outlined. The credit will be applied at the end of the Contractor's financial year in which the implementation was scheduled. [CCN 1/10 dated February 2010]

10.7 When Paragraph 10.4 has applied and subsequently the Authority wishes to proceed with the efficiency improvement the Authority shall request the change in accordance with Clause 36 and the Contractor shall be entitled to charge the Authority for the improvement to be delivered. [CCN 1/10 dated February 2010]

## 11. The Contractor Fund

11.1 **REDACTED** the Contractor commits to provide services where required by the Authority to the maximum value of **REDACTED** of installation, and ongoing costs which includes but is not limited to design, equipment, services and professional services, combined as approved by the PIN phone Project Board in accordance with Paragraph 12 below (the "**Contractor Fund**").

11.2 The Contractor Fund shall be available from CCN 100 Effective Date until **REDACTED**

11.3 The Contractor Fund can only be used on Contractor products and services to assist the Authority in the rapid deployment of In-Cell Telephony or other PIN phone services agreed by the parties through the PIN phone Project Board in accordance with Paragraph 12 below.

11.4 The Contractor will present a financial report to the PIN phone Project Board (the "**Board**") for each service that requires approval by the Board. The financial report will include a bottom up cost build by the Contractor having conducted a survey prior to starting any work to ensure that the total cost is accurately documented prior to being considered and, where appropriate, approved by the Board. The parties may agree to adjust the cost build as installation work progresses and costs vary, where not foreseen through the survey or where the Authority requirements change. However, no additional work can take place or additional costs be incurred by the Contractor until any such adjustment is approved by the Board, in accordance with the Change Control Procedure set out in Clause 36.2 of the Agreement and as referenced in Paragraph 11.5 below.

- 11.5 For each approved service provided by the Contractor to the Authority, the Contractor will issue the Authority with an invoice or statement which will set out the services rendered for the full value (the "**Contractor Cost**"), REDACTED
- 11.6 Subject to Clause 15 (Termination) and any other termination right of the Authority under this Agreement, where an approved service is provided, the Authority agrees that the duration of that service shall not end prior to the last day of the Extension Term. The Contractor Fund shall in no event exceed REDACTED. Any approved service spend over and above that shall be payable to the Contractor by the Authority subject to the Change Control Procedure (as set out in Clause 36.2).
- 11.7 Not used.
- 11.8 REDACTED
- 11.9 REDACTED
12. **The PIN Phone Project Board**
- 12.1 The Board will meet each quarter. The purpose of the Board is to decide when and how the Contractor Fund will be spent and to manage the spending of the Contractor Fund. For clarity, the Authority shall decide which prisons require the deployment of In-Cell Telephony or other PIN phone services and the Board shall jointly decide the service(s) to be invested in, the associated spend and timescales.
- 12.2 The Contractor shall present to the Board a formal proposal in writing for each individual request for services to be provided to the Authority to be set off against the Contractor Fund.
- 12.3 The Board may elect to approve or reject any request provided by the Contractor. If approved, the request shall be implemented subject to the Change Control Procedure set out at Clause 36.2 of the Agreement. If approved, the amount will be netted off against the Contractor Fund with effect from the signature date of the CCN calling off the relevant services.
- 12.4 In the event that a CCN calling off services in respect of the Contractor Fund is required to be varied, that CCN will be varied in accordance with Clause 36.2 of the Agreement and the parties will agree any 'reallocation' of sums to or from the Contractor Fund in respect of any works which the parties agree are no longer to proceed or are to proceed, having been amended.
- 12.5 The Board shall consist of three representatives from each of the Contractor and the Authority and shall be chaired alternatively by the Contractor and the Authority unless otherwise agreed. The parties shall document all decisions and take detailed minutes of all meetings of the Board.
- 12.6 In the event that the Board cannot agree on a decision ("**Fund Dispute**") then, within ten (10) Business Days after the meeting of the Board, the Fund Dispute will be escalated to the In-Cell Telephony Project Lead for the Authority and the Account Director for the Contractor. If the parties are not able to agree at that level of escalation, then the matter shall be referred for dispute resolution (Clause 43 of the Agreement).
- 12.7 The Contractor shall report to the Board at each meeting the then current level of Contractor Cost as reflected in the CCNs that have been signed by the parties and invoices or statements submitted to the Authority at zero value for the Contractor Fund.

13. **Profit Certificate and Share**

13.1 Within three (3) months following the end of each Tested Period, the Contractor shall provide to the Authority a written REDACTED (the "Certificate") REDACTED. An example of the Certificate and hypothetical calculations used to generate it (for illustrative purposes only) is at Annex 2. The Certificate shall confirm whether the Contractor Profit for the Tested Period which has just ended is either:

13.1.1 REDACTED

13.1.2 REDACTED

13.2 REDACTED

13.3 REDACTED:

13.3.1 REDACTED

13.3.2 REDACTED

13.3.3 REDACTED

13.4 REDACTED:

## Attachment to Schedule 8

### 1. Provision of Additional PIN phones

- 1.1 This attachment sets out the process by which Establishments can obtain additional Wing Phones from the Contractor.
- 1.2 Additional Wing Phones will be provided as part of the managed payphone service. **REDACTED** (This amount will be averaged out from the Establishment's total revenue from all PIN phones). The Contractor accepts that there is a need for Wing Phones to be located in some areas where this level of revenue will not be met, such as segregation units and hospital wings. The Contractor will generally accede to requests for Wing Phones in these areas. [CCN 1/10 dated February 2010]
- 1.3 Where new houseblocks are being constructed, the Contractor will grant new PIN phones at no cost to the Establishment on a ratio of 1:1 as per Paragraph 1.7 below.
- 1.4 Requests for additional PIN phone(s) which do not meet the criteria outlined above, the Authority may wish to consider meeting the costs of new PIN phone(s) as set out in the table below. These charges are shown net of value added tax and will be subject to an annual review by the Contractor. The Contractor will carry out a site survey prior to installation to identify if there is a requirement for the provision of ducting, fibre, point to point cabling, or conduit. The Contractor will notify the Authority of any additional costs prior to the commencement of any installation work.

**REDACTED**

- 1.6 Requests for additional PIN phones should be submitted by fax or email to the Contractor's Helpdesk
- 1.7 Where the Authority is constructing new houseblocks and units at existing Establishments detailed in Schedule 12, the Contractor will provide, install and maintain the hardware needed for the provision of In-Cell Telephony at its own cost under the concession model.

The following lists out the typical items of hardware that may be required.

- **REDACTED**

**REDACTED**

### 2. Hardware prices

- 2.1 The following table sets out prices of typical items of hardware that may be required in pursuance of Schedule 8 Paragraph 4.2. These prices are exclusive of VAT and are stated as at 4th February 2010 and subject to review annually on the anniversary of the System Operational Date (1st June 2001). All installations are subject to a satisfactory site survey being conducted. [CCN 1/10 dated February 2010]

**REDACTED**



**Annex 1** [Added by CCN 48 dated June 2021]

These tariffs apply to all Establishments [Added by CCN 48 dated June 2021]

Contractor shall apply VAT to the call tariffs at the prevailing rate and debit calls made by prisoners on a VAT inclusive basis. [Added by CCN 48 dated June 2021]

The parties recognise that the international call charges in CCN 02 and CCN 41 were deleted and replaced by the Covid-19 rates in CCN 48. These call charges shall continue in force for the Extension Term.

The parties also acknowledge that the Contractor paid the Authority the sum of money described in E. of CCN 02.

**Rates**

[Added by CCN 48 dated June 2021]

<b>CALL TARIFFS</b> Type of call	Pence per minute inc VAT	
Calls to UK fixed lines	3.10	pence during the week midnight Sunday to midday Friday
	2.75	pence during the weekend midday Friday to midnight Sunday
Calls to UK mobiles	6.88	pence during the week midnight Sunday to midday Friday
	4.50	pence during the weekend midday Friday to midnight Sunday

[Added by CCN 48 dated June 2021]

<b>Country</b>	<b>Rate</b> (pence per minute inc VAT)
Afghanistan	28.95
Albania	12.94
Algeria	12.94
Andorra	10.84
Angola	28.95
Anguilla	14.51
Antarctica Australian Territory	28.95
Antigua & Barbuda	14.51
Antilles (Netherlands)	20.74
Argentina	24.30
Armenia	20.74
Aruba	20.74
Ascension Island	28.95
Australia	12.94

<b>Country</b>	<b>Rate (pence per minute inc VAT)</b>
Austria	10.84
Azerbaijani Republic	24.30
Azores	10.84
Bahamas	14.51
Bahrain	20.74
Bangladesh	20.74
Barbados	14.51
Belarus	24.30
Belgium	10.20
Belize	20.74
Benin	24.30
Bermuda	14.51
Bhutan	28.95
Bolivia	28.95
Bosnia-Herzegovina	13.84
Botswana	24.30
Brazil	24.30
Brunei Darussalam	28.95
Bulgaria	12.94
Burkina Faso	28.95
Burundi	28.95
Cambodia (Kingdom of)	28.95
Cameroon	24.30
Canada	10.84
Canary Islands	10.84
Cape Verde	28.95
Cayman Islands	14.51
Central African Republic	28.95
Chad	28.95
Chatham Islands	13.84
Chile	24.30
China	28.95
Christmas Island	13.54
Cocos Islands	12.94

<b>Country</b>	<b>Rate (pence per minute inc VAT)</b>
Colombia	28.95
Comoros	24.30
Congo	28.95
Cook Islands	28.95
Costa Rica	24.30
Cote d'Ivoire	24.30
Croatia	12.94
Cuba	28.95
Cyprus	10.84
Czech Republic	10.84
Denmark	10.20
Diego Garcia	28.95
Djibouti	28.95
Dominica	14.18
Dominican Republic	14.51
East Timor	28.95
Ecuador	28.95
Egypt	24.30
El Salvador	24.30
Equatorial Guinea	28.95
Eritrea	24.30
Estonia	24.30
Ethiopia (Federal Democratic Republic of)	24.30
Falkland Islands	28.95
Faroe Islands	10.84
Fiji	28.95
Finland	10.84
France	10.20
French Guiana	28.95
French Polynesia	28.95
Gabon	24.30
Gambia	24.30
Georgia	20.74
Germany	10.20

<b>Country</b>	<b>Rate (pence per minute inc VAT)</b>
Ghana	24.30
Gibraltar	10.84
Greece	10.84
Greenland	28.95
Grenada (inc Carriacou)	14.51
Guadeloupe	20.74
Guam	28.95
Guatemala	24.30
Guinea	28.95
Guinea Bissau	28.95
Guyana	20.74
Haiti	20.74
Honduras	24.30
Hong Kong	12.94
Hungary	10.84
Iceland	12.94
India	20.74
Indonesia	28.95
Iran	24.30
Iraq	24.30
Ireland (Republic of)	8.06
Israel	24.30
Italy (inc. Vatican City)	10.84
Jamaica	12.41
Japan	16.91
Jordan	24.30
Kazakhstan	24.30
Kenya	24.30
Kiribati	28.95
Korea PDR (North)	28.95
Korea Republic (South)	28.95
Kuwait	20.74
Kyrgyz Republic	24.30
Laos	28.95

<b>Country</b>	<b>Rate (pence per minute inc VAT)</b>
Latvia	24.30
Lebanon	24.30
Lesotho	24.30
Liberia	24.30
Libya	12.94
Liechtenstein	10.20
Lithuania	24.30
Luxembourg	10.20
Macao	28.95
Macedonia	12.94
Madagascar	28.95
Madeira	10.84
Malawi (The Republic of)	24.30
Malaysia	16.91
Maldives	28.95
Mali	28.95
Malta	10.84
Marshall Island	28.95
Martinique	20.74
Mauritania	28.95
Mauritius	24.30
Mayotte	24.30
Mexico	28.95
Micronesia	28.95
Moldova	20.74
Monaco	10.84
Mongolia	28.95
Montserrat	15.08
Morocco	14.18
Mozambique	28.95
Myanmar (formerly Burma)	28.95
Namibia	24.30
Nauru	28.95
Nepal	28.95

<b>Country</b>	<b>Rate (pence per minute inc VAT)</b>
Netherlands	10.20
New Caledonia	28.95
New Zealand	12.94
Nicaragua	24.30
Niger	28.95
Nigeria	21.71
Niue	28.95
Norfolk Island	28.95
Northern Marianas	28.95
Norway	10.84
Oman	20.74
Pakistan	18.83
Palau (The Republic of)	28.95
Panama	24.30
Papua New Guinea	28.95
Paraguay	24.30
Peru	24.30
Philippines	28.95
Pitcairn Islands	28.95
Poland	10.84
Portugal	10.84
Puerto Rico	14.51
Qatar	20.74
Reunion	28.95
Rodriguez Islands	24.30
Romania	24.30
Ross Island	14.51
Russia	24.30
Rwandese Republic	28.95
Samoa (US)	28.95
Samoa (Western)	28.95
San Marino	10.84
Sao Tome & Principe	27.23
Saudi Arabia	20.74

<b>Country</b>	<b>Rate (pence per minute inc VAT)</b>
Senegal	24.30
Serbia & Montenegro	10.84
Seychelles	24.30
Sierra Leone	24.30
Singapore	12.94
Slovak Republic	10.84
Slovenia	12.94
Solomon Islands	28.95
Somalia	24.30
South Africa	24.30
Spain (inc the Balearic Islands)	10.84
Sri Lanka	20.74
St Helena	14.51
St Kitts & Nevis (formerly St Christopher	14.51
St Lucia	14.51
St Pierre & Miquelon	14.51
St Vincent & the Grenadines	14.51
Sudan	24.30
Suriname	24.30
Swaziland	24.30
Sweden	10.20
Switzerland	10.20
Syria	24.30
Taiwan	28.95
Tajikistan	24.30
Tanzania	24.30
Thailand	28.95
Togolese Republic (The)	24.30
Tokelau	28.95
Tonga	28.95
Trinidad & Tobago	14.51
Tristan da Cunha	28.95
Tunisia	13.24
Turkey	10.50

<b>Country</b>	<b>Rate (pence per minute inc VAT)</b>
Turkmenistan	24.30
Turks & Caicos Is	14.51
Tuvalu	28.95
Virgin Islands (UK)	14.51
Virgin Islands (US)	14.51
Uganda	24.30
Ukraine	24.30
United Arab Emirates	20.74
Uruguay	24.30
USA	10.84
Uzbekistan	24.30
Vanuatu	28.95
Vatican City (Italy)	10.84
Venezuela	24.30
Vietnam	28.95
Wallis & Futuna	28.95
Yemen	24.30
Democratic Republic of the Congo (formerly Zaire)	28.95
Zambia	24.30
Zimbabwe	24.30

**REDACTED**



## **Annex 2**

### **Certificate and calculation examples**

**REDACTED**

**The below figures are purely illustrative and for information purposes only and do not represent any aspect of this Agreement.**

**REDACTED**

REDACTED

REDACTED

**Note the below calculation, including all figures, is for illustrative purposes and do not relate in any way to this Agreement.**

**REDACTED**

REDACTED

REDACTED

## **Schedule 9      Authority's Responsibilities**

1. The Authority shall take all reasonable steps to prevent unauthorised access to the System.
2. The Authority shall notify faults in the System to the Helpdesk as soon as is reasonably practicable.
3. The Governor of each Establishment shall be responsible for supplying to the Contractor a list of telephone numbers for each prisoner for input and will be responsible for the reasonable resolution of any problems arising if prisoners have supplied incorrect numbers.
4. The System Administrator shall be responsible for flagging Prisoner Numbers on the Allowed List, which are not to be recorded.
5. Each Establishment shall be responsible for notifying the Contractor of a central contact point for all queries.
6. Each Establishment shall be responsible for agreeing a time with the Contractor for each engineering site visit.
7. The Authority shall pay the Contractor's charges at the rates to be agreed from time to time for work done by the Contractor in connection with temporary or permanent removal and re-installation or re-siting or re-positioning of any phone at the Authority's request, unless otherwise previously agreed between the Authority and the Contractor in writing.
8. The Authority shall clean the phones to the reasonable satisfaction of the Contractor. Cleaning materials used shall comply with the Health and Safety at Work Act 1974 and shall not cause damage to the phones.
9. The Authority shall be responsible for providing such consumable supplies (e.g. floppy disks, data cartridges, printer ribbons, listing paper etc) as may be required.
10. The Authority shall comply with and discharge the Authority's security responsibilities as detailed in Schedule 11.
11. The signing of CCN 24 will continue to progress provision of affordable and accessible telephony within prisons. The Authority recognises that the Contractor Fund will increase the use of In-Cell Payphones in prisons and help deliver the benefits to prisoners that come with increased access to friends and family, including improved rehabilitation. Benefits observed at prisons with more access to telephony include general improvement in behaviour, reduced number of adjudications and less incidents of violence. [CCN 24 dated March 2018]
12. In-Cell Telephony accessibility has increased call volumes at pilot sites and the Authority would expect similar increases across the Estate as In-Cell Telephony is rolled out further. The Authority will undertake a comprehensive information exercise to promote to Governors and prisoners the benefits of In-Cell Telephony and provide direct guidance to Governors on how more money can be spent by prisoners within these policies. [CCN 24 dated March 2018]

**13. REDACTED**



**Schedule 10    Not Used**

## Schedule 11 Information Security and Assurance

### 1. Definitions

In this Schedule, the following definitions shall apply:

**"Data Destruction"** Data destruction is the process of erasing or otherwise destroying data or information whether in physical form (such as printed paper) or stored on virtual/electronic or physical mediums such as, but not limited to, tapes and hard disks; the purpose is to render data completely irretrievable and inaccessible, and therefore void.

**"Incident Report"** A formal document outlining a series of events and/or statements in relation to a Security Incident. The document includes, but is not limited to, coverage of the timeline of the incident, commencing with initial awareness, and concluding at the later of remediation or incident closure; contact details for all actors, stakeholders, and interested parties (including police and police reference numbers, etc.); any geographic details (location of affected devices, etc.); a list of all losses or exposures (data files lost or compromised, etc.); a detailed account of all remedial activity taken; a detailed account of planned remedial activity, with an associated timeline; an assessment of the root cause or causes; an assessment of incident severity; an assessment of consequences; and any other supporting documentation and technical evidence not already addressed.

**"National Cyber Security Centre (NCSC)"** The NCSC is the UK's authority on cyber security.

**"Processing / 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.

**"Security Incident"** The deliberate, accidental or inadvertent access of a system by an unauthorised person, or unauthorised alteration of a system's functionality.

**"Application Programming Interface" or "API"** In general terms, it is a set of clearly defined methods of communication among various components.

### 2. Purpose

- 2.1 This Schedule conveys the spirit and principles of the minimum information security requirements required of the Contractor by the Authority while the Contractor, its Sub-contractors, Sub-processors and supply-chain are in possession of, or maintains access to, Authority Data, information or systems.
- 2.2 Due to the constant nature of evolving informational risk threats, these requirements convey principles in lieu of an exhaustive and complete description of all possible definable requirements. The Contractor is required to create and maintain a proportional and holistic approach to information security in order to appropriately safeguard Authority materials, including Contractor generated data or information, in relation to the fulfilment of this Agreement.
- 2.3 Due to the constant nature of evolving information risk and associated standards and guidance, a non-exhaustive list correct at the time of creation is included within Annex A to this Schedule 11 the Contractor must review and comply with these policies throughout its provision of the Services throughout the term of this Agreement.

- 2.4 The Contractor must continuously review and improve its approach to information security and any products or services supplied, maintained or monitored as part of this contract, to ensure any associated controls or defences are appropriate, modern, current and proportional, in order to adequately protect and assure data or information at any point in time.
- 2.5 The Contractor must take all reasonable measures to ensure it (and any Sub-contractors and Sub-processors) creates and maintains an adequate information security posture, fully compliant with this schedule.
- 2.6 In the event of any inconsistency in the provisions of the standards, guidance and policies, the party that identifies the inconsistency shall notify the other party's Representative of such inconsistency immediately upon becoming aware of the same, and the Authority's Representative shall, as soon as practicable, advise the Contractor of which provision the Contractor shall be required to comply with.
- 2.7 The Contractor shall at all times apply the principles of least privilege, least access and need to know.
- 2.8 The provisions of this Schedule 11 (Information Security and Assurance) apply in addition to any other provisions of the Agreement and take precedence over those provisions in the case of any inconsistency.
3. **Governance**
- 3.1 The Contractor shall create as required prior to the processing of Authority Data, and thereafter maintain, an adequate and robust information security governance regime.
- 3.2 Within three (3) months of the start of the Extension Term, the Contractor shall prepare and submit to the Authority a draft plan for approval in accordance with Paragraph 3.5.8, prior to go live, a fully developed, complete and up-to-date which shall comply with for the management of information security which shall comply with the requirements of Paragraph 3.5 and ISO/IEC 27001 certification (and any agreed equivalent replacement certification) recognised by the British Standards Institution and be consistent with the guidance documents listed in the Annex to this Schedule 11 (Information Security and Assurance) ("**Information Security Management Plan**") . Within six (6) months of the start of the Extension Term, the Contractor shall submit its final Information Security Management Plan to the Authority for approval.
- 3.3 The Contractor shall have in place and shall maintain suitably scoped ISO27001 compliance supported by suitably scoped and qualified independent technical validations and associated remediations including regular penetration testing of the System.
- 3.4 The parties acknowledge that the purpose of the Information Security Management Plan is to ensure a mature, modern and holistic organisational approach to security under which the specific requirements of this Agreement will be met.
- 3.5 The Information Security Management Plan shall:
- 3.5.1 comply with the ISO/IEC 27001 and ISO/IEC 27002 certifications (or any agreed equivalent replacement certifications) recognised by the British Standards Institution;
- 3.5.2 identify the necessary delegated organisational roles and the individuals filling those roles, defined for those responsible for ensuring this Schedule is complied

with by the Contractor, and the Contractor shall update the Authority within 24 hours of any change;

- 3.5.3 detail the process for managing any security risks from Sub-contractors and third parties authorised by the Authority with access to the Services, processes associated with the delivery of the Services, the Authority premises, the Establishments, the Contractor System, the Authority System (to extent that it is under the control of the Contractor) and any technology (IT), Information and data (including the Authority Confidential Information and the Authority Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services. This shall include Service Levels, Mean Times To Recover, Patching schedules and responses to notifications of vulnerabilities;
  - 3.5.4 unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Authority premises, the Establishments, the Contractor System, the Authority System (to the extent that it is under the control of the Contractor) and any IT, Information and data (including the Authority Confidential Information and the Authority Data) to the extent used by the Authority or the Contractor in connection with this Agreement or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
  - 3.5.5 set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Schedule;
  - 3.5.6 demonstrate that the Contractor System has minimised the Authority and Contractor effort required to comply with this Schedule through consideration of available, appropriate and practicable commodity services (for example, the use of commodity 'platform as a service' offerings from the UK HMG Crown Commercial Services G-Cloud catalogue);
  - 3.5.7 be structured in accordance with ISO/IEC 27001 and ISO/IEC 27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
  - 3.5.8 be written in plain English; in language which is readily comprehensible to the staff of the Contractor and the Authority engaged in the Services and shall reference only documents which are in the possession of the parties or whose location is otherwise specified in this Schedule.
- 3.6 If the Information Security Management Plan submitted to the Authority pursuant to Paragraph 3.2 is approved by the Authority, it shall be adopted by the Contractor immediately and thereafter operated and maintained in accordance with this Schedule.
  - 3.7 If the Information Security Management Plan is not approved by the Authority, the Contractor shall, at the Contractor's expense:
    - 3.7.1 amend it within 10 (ten) Business Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval.

- 3.7.2 The parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 (fifteen) Business Days (or such other period as the parties may agree in writing) from the date of its first submission to the Authority.
- 3.7.3 If the Authority does not approve the Information Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure.
- 3.7.4 No approval to be given by the Authority pursuant to this Paragraph 3.6 may be unreasonably withheld or delayed. However any failure to approve the Information Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 3.5 shall be deemed to be reasonable.
- 3.8 Approval by the Authority of the Information Security Management Plan pursuant to Paragraph 3.6 or of any change or amendment to the Information Security Management Plan shall not relieve the Contractor of its obligations under this Schedule.
- 3.9 The Information Security Management Plan and ISO/IEC 27001 certification (and any agreed equivalent replacement certification) must have an adequate scope to encompass all possible methods, locations and personnel that may be utilised in the processing of Authority materials.
- 3.10 The Information Security Management Plan scope must include applicable Authority security policies including, but not limited to: malware policies, software patching policies and password standards.
- 3.11 The Information Security Management Plan and ISO/IEC 27001 certification (and any agreed equivalent replacement certification) must be evidenced to the Authority on demand, including but not limited to, statements of scope and applicability, risk management plans and documentation and any other related artefacts.
- 3.12 The Contractor shall ensure there is always a named person and/or role from the Contractor, who is accountable for the Contractor's information risk and security management and the Contractor should notify the Authority of any change within twenty four (24) hours. The named individual must be trained and empowered to take action necessary to safeguard the Authority's data without undue recourse to others.
- 3.13 The Authority retains rights to audit the Contractor's information security posture at any time and the Contractor will provide relevant certifications, information, data and artefacts applicable to the same on demand, including but not limited to, physical access for the purposes of audit to locations used to process Authority Data Subject to scheduling and adequate notice periods being provided by the Authority to the Contractor. Audit rights shall be limited to those locations, system, services and products that are dedicated to the provision of the Services. This shall exclude the Contractor's standard products and shared services and the locations from which they are provided.
- 3.14 Security must be embedded in all service management processes and tools, including but not limited to, change management, incident management, and other service management artefacts as described within ISO/IEC 20000 (and any agreed equivalent replacement certification).
- 3.15 The Contractor's organisation, including but not limited to, Systems and personnel used or involved in the fulfilment this Agreement, must adhere to all applicable Laws or Regulation,

including but not limited to, the Official Secrets Act 1989 and Data Protection Legislation and comply with the relevant provisions of this Agreement.

- 3.16 Contractor Systems must notify all users to read and accept the terms and conditions of the System, upon system registration, authentication or re-validation.
- 3.17 The Information Security Management Plan shall be fully reviewed and updated by the Contractor at least annually to reflect:
  - 3.17.1 emerging changes in Good Industry Practice;
  - 3.17.2 any change or proposed change to the IT environment, the Services and/or associated processes;
  - 3.17.3 any new perceived or changed security threats; and
  - 3.17.4 any reasonable change in requirement requested by the Authority.
- 3.18 The Contractor shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Information Security Management Plan at no additional cost to the Authority.
- 3.19 Subject to Paragraph 3.19, any change which the Contractor proposes to make to the Information Security Management Plan (as a result of a review carried out pursuant to Paragraph 3.16, an Authority request or otherwise) shall be subject to the Change Control Procedure and shall not be implemented until approved in writing by the Authority.
- 3.20 The Authority may, where it is reasonable to do so, approve and require changes or amendments to the Information Security Management Plan to be implemented on timescales faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Agreement.
- 3.21 The Contractor shall attend any 420 meetings the Authority may require to discuss and agree working and security arrangements with the Establishment's governor and staff.
- 4. **The Security Working Group**
  - 4.1 The Contractor shall set up a Security Working Group ("SWG") to consider security matters relevant to the delivery of the Service.
  - 4.2 The SWG will comprise representatives from the Authority, the Contractor and, where appropriate the Contractor's Sub-contractor.
  - 4.3 The Contractor shall agree the terms of reference for the SWG with the Authority.
  - 4.4 The Contractor shall set the agenda and distribute it to the Authority at least five (5) Business Days prior to the meeting, produce the minutes and no later than five (5) Business Days following the meeting, distribute the minutes to the Authority;
  - 4.5 The Contractor shall define an appropriate process for escalation and resolution of security issues involving the SWG for agreement with the Authority's Information Security and Assurance team.
  - 4.6 The SWG shall meet quarterly.

## 5. **Assurance**

- 5.1 The Contractor shall comply with the UK Government Security Classifications Policy in order to recognise government classification and handling markings and ensure the appropriate level of information security and information management required by the same.
- 5.2 The Contractor shall ensure that any technology developed or utilised for fulfilment of this Agreement, will be developed, reviewed and where appropriate proportionally remediated, in line with Good Industry Practice including professional certified independent technical security testing (such as Green Light CHECK Scheme) or as approved by the Authority against application source code and associated underlying infrastructure, and where possible utilise and align with the Open Standards for Government.
- 5.3 Professional certified independent technical security testing must include, but not be limited to, the Open Web Application Security Project ("**OWASP**") 'Top 10'.
- 5.4 The Contractor may not utilise Authority materials or Authority Systems for purposes other than those permitted by this Agreement and take all proportional measures to ensure the same.
- 5.5 The Contractor must not store or Process any Authority materials outside of the United Kingdom without the prior written consent of the Authority.

## 6. **Access, Authorisation, Authentication And Audit**

- 6.1 The Contractor Systems, including those controlling access to physical locations, must have auditable authorisation, authentication and access control based on least privilege, and aligned appropriately to the business and individual user requirements.
- 6.2 The Contractor Systems must ensure logical separation between purposes and zones of trust, for example, establishing and enforcing logical delineation between Contractor Systems involved in the delivery of the Services and development environments used to iterate and improve the Contractor Systems involved in the delivery of the Services. Such separation must include, but not be limited to, the unique credentials and the prohibition of the use of Authority materials for non-service fulfilment (for example, testing) purposes unless authorised in advance by the Authority in writing.
- 6.3 The Contractor's access to the Authority Systems must be limited to only Systems, services and Contractor Personnel directly required for the performance of the Services in accordance with the terms of this Agreement.
- 6.4 Where Contractor access to Authority Systems uses or depends upon API credentials (such as providing a token or other credential for use during authentication, authorisations, or access control to an API endpoint), Contractor shall use industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed and during storage.

## 7. **Risk Assessment & Management**

- 7.1 The Contractor must undertake risk assessment(s) of any component, including but not limited to systems, services, personnel, physical locations and supply chain (including all Sub-contractors and Sub-processors), utilised or otherwise involved in the provision of the Services.
- 7.2 Holistic risk assessment(s) must support the Contractor's Information Security Management System and proactively recommend appropriate additional controls to be proportionally

implemented to continuously refresh and improve the Contractor's information security regime.

- 7.3 Subject to paragraph 7.4 below, the Contractor must disclose risk assessment findings on request to the Authority.
- 7.4 The Contractor shall not be obliged to share risk assessments relating to its standard products or shared services used in the operation of System or the storage or handling of the Authority's data provided that if and to the extent that any such assessment identifies any such risks then the Contractor shall resolve such risks as soon as reasonably practicable (reflecting the severity of the risk) and shall promptly provide to the Authority:
  - 7.4.1 reasonable details of the nature of the risk;
  - 7.4.2 reasonable details of the remediation plans in place or being implemented to resolve the risk together with the timescales for such plans; and
  - 7.4.3 regular updates on the steps taken to remedy the risk and confirmation once it is resolved.

## 8. **Awareness & Training**

- 8.1 Contractor Personnel must be provided with adequate and relevant security-related education, training and awareness and include, but not be limited to, technical, physical and procedural security.
- 8.2 Education, training and awareness courses or certifications must be completed by all Contractor Personnel utilised in the direct or indirect performance of the Services at least once in every contracted year.
- 8.3 In particular, awareness and training materials must include and address items found or highlighted in the risk assessments carried out with regard to the Contractor's provision of Services to the Authority.
- 8.4 The Contractor shall ensure that all Contractor's or Sub-contractors' staff holding operational user accounts on Authority systems comply with Authority security training requirements including annual information assurance training.
- 8.5 The Contractor shall ensure that all Contractor's and Sub-contractors' staff who have access to personal data, including staff in their supply chain if appropriate, undergo a session of information risk awareness training on induction and annually thereafter.

## 9. **Personnel Security**

- 9.1 The Contractor warrants that all Contractor Personnel are assured to the UK Government Baseline Personnel Security Standard (BPSS) prior to the ability to directly, or indirectly, access or influence Authority Systems or Authority materials.
- 9.2 The Contractor must ensure that all Contractor Personnel that will have access to and the ability to delete or alter significant volumes of data stored on or relating to the System are vetted to at least Security Check (SC) level.
- 9.3 Additional Contractor Personnel clearances or vetting may be required and will be determined and notified by the Authority on a case-by-case basis from time-to-time.



- 9.4 The cost of additional Contractor Personnel clearances or vetting is the responsibility of the Contractor and the sponsorship for the same is the responsibility of the Authority.
- 9.5 The Contractor shall advise the Authority when any Contractor's and Sub-contractors' staff have their security clearance removed or expired and not renewed and the Authority will provide a risk management decision.
- 9.6 The Contractor shall ensure that all users and relevant Contractor's and Sub-contractors' staff return all of the Contractor's and the Authority's Information and assets on termination of employment.
- 9.7 The Contractor shall ensure that all users and relevant Contractor's and Sub-contractors' staff have all of the Contractor's and the Authority's support environment access rights revoked on termination of employment.
- 10. Technical Security**
- 10.1 The Contractor warrants that all Contractor Systems or Authority Systems utilised directly, or indirectly in the performance of the Services are configured and maintained in accordance with corresponding vendor best practices or as superseded by Good Industry Practice, including but not limited to vulnerability and patch management through an aggressive and timely patching regime and security-related change control to avoid regression or introduction of negative security changes.
- 10.2 The Contractor must continuously review technical security measures to ensure any appropriate, applicable and proportional changes are applied in response to, and in accordance with, changes to government and industry guidance.
- 10.3 Technical security standards, policies and guidance should align to UK National Cyber Security Centre ("NCSC") publications and guidance wherever possible. The Authority reserves the right to request information on, and audit, the same.
- 10.4 The Contractor must ensure technical solutions and services adopt and fully comply with modern connectivity and cryptographic standards after applicable guidance and standards have been updated, including but not limited to, implementing iterations to in-transit encryption such as Transport Layer Security ("TLS") and Internet Protocol Security ("IPSec") and at-rest encryption.
- 11. Operational Security & Incident Management**
- 11.1 The Contractor must, at the Authority's request, deliver all or specified logs from systems they control, that contain Authority data, to a location specified by the Authority in as near real time as the system can achieve. These logs must not be altered or filtered any more than is necessary in order to extract them to the Authority's designated location.
- 11.2 The Contractor must have a robust testing strategy, including regular vulnerability assessments and penetration tests. The outcomes of these tests, insofar as they apply to systems containing and/or handling the Authority's data, must be shared with the Authority and taken into account when implementing and updating the Information Security Management Plan. The Contractor shall not be obliged to share the outcome of vulnerability assessments and penetration tests with the Authority for its standard products or shared service used in the provision of the overall service provided that if and to the extent that any such assessments and/or tests identify any risks to the operation of System or the storage or handling of the Authority's data then the Contractor shall:

- 11.2.1 take steps to resolve the matter in accordance with NCSC check green scheme standards;
- 11.2.2 promptly provide to the Authority:
- 11.2.3 reasonable details of the nature of the risk identified by the assessment and/or test;
- 11.2.4 reasonable details of the remediation plans in place or being implemented to resolve the risk together with the timescales for such plans; and
- 11.2.5 regular updates on the steps taken to remedy the risk and confirmation once it is resolved.
- 11.3 The Contractor must conduct continuous vulnerability, security, penetration testing. The findings are used to produce, and implement, security improvement plans to address fully any issues raised by the same.
- 11.4 Information security related monitoring must be carried out in line with modern best practices and as required by both risk assessment findings and the Contractor's Information Security Management System.
- 11.5 The Contractor must create and maintain adequate forensic readiness capability to facilitate independent review(s) of information security events or incidents. Such readiness must include, but not be limited to, granular access control data, technical network traffic data and a detailed timeline of system or user events per security event or incident.
- 11.6 The Contractor must inform the Authority if there is reasonable suspicion and/or confirmation of a negative security event or Data Breach that directly or indirectly processes Authority Material or Authority Systems, within twenty four (24) hours of awareness.
- 11.7 The Contractor must inform the Authority of a press release or Contractor notification of a vulnerability within twenty four (24) hours, unless contracts with said Contractor preclude it.
- 11.8 The Contractor must provide the Authority with an Incident Report following remediation to any Security Incident demonstrating timescales of events from detection through to recovery.
- 12. **Data Destruction**
- 12.1 The Authority requires the Contractor to ensure that Data Destruction has been adequately completed at the natural end and/or termination of Agreement and/or end of the Extension Term.
- 12.2 The Contractor shall take all reasonable commercial measures to ensure Data Destruction is an irrevocable action to prevent the reconstitution of data from any individual or aggregate source, including archives, backups or 'cloud' storage:
  - 12.2.1 through the revocation or otherwise destruction of decryption keys and/or decryption mechanisms in order to render data inaccessible or otherwise void through the use of modern cryptography and/or;
  - 12.2.2 data overwriting methods consisting of at least 3 (three) complete overwrite passes of random data and/or;

- 12.2.3 paper cross-shredding methods to satisfy at least the DIN 66399 Level 4 standard with a maximum cross cut particle surface area 160 (one hundred and sixty) millimetres squared with a maximum strip width of 6 (six) millimetres
- 12.3 The Contractor shall notify the Authority when data destruction has taken place, including the final date by which such destruction shall be complete in the case of scheduled data destruction or natural data management lifecycles such as through automated backup or disaster recovery systems.
- 12.4 Where data cannot be immediately destroyed, access control methods must be put in place to limit completely any ability for data retrieval or Processing until data destruction is completed.
- 12.5 The Contractor shall provide evidence of data destruction on request from the Authority, including but not limited to, copies of third-party data destruction certificates, copies of internal policy and process documents in relation to data management and data destruction.
- 12.6 The Contractor shall notify the Authority within twenty four (24) hours of identification of unsuccessful or incomplete data destruction.
- 13. **Business Continuity**
- 13.1 In addition to the Contractor's obligations under Schedule 27 (Business Continuity and Disaster Recovery Plan), where applicable, the Contractor shall appropriately backup and/or archive Authority Data and any data arising from the Services at least once every twenty four (24) hours.
- 13.2 The Contractor shall ensure that any data backup or archiving locations meet the information security requirements of the original data source, system or service.
- 13.3 The Contractor shall ensure that the backup systems and resulting backup data copies are adequately resistant from tamper, corruption or otherwise negative influence, such as (but not limited to) virulent malware manipulating both source and backup data copies in the same event.
- 13.4 The Contractor shall - not less than quarterly - test and assure that backup and archival systems are viable, for the PIN phone application and database, including but not limited to, a data and system restoration test to validate that restoration of the backup and archival systems are fully functional as designed and required by the Contractor's business continuity policies and plans. The Contractor will also verify that no back-up is retained beyond the expiry or earlier termination of this Agreement.

## Annex A to Schedule 11 (Information Security and Assurance)

The list below is a non-exhaustive list of standards and guidance location(s) the Contractor is required to review and appropriately consider and integrate into their Services and Information Security Management Plan.

This list is supplementary to, or may be superseded by, other published commercial best practices/guidance, NCSC guidance or Authority guidance/instructions.

This list is correct at the time of issue and may be revised from time to time

Guidance & Policies	Location
Ministry of Justice Data Sharing Principles	<a href="#">link</a>
Ministry of Justice Security Guidance	<a href="#">link</a>
APIs and System Integration Standard	<a href="#">link</a>
Email security Standard	<a href="#">link</a>
Digital Service Standard	<a href="#">link</a>
Open Standards for Government	<a href="#">link</a>
UK HMG Technology Code of Practice	<a href="#">link</a>
Minimum Cyber Security Standard	<a href="#">link</a>
ISO/IEC 20000	<a href="#">link</a>
ISO/IEC 27001	<a href="#">link</a>
ISO/IEC 27002	<a href="#">link</a>
National Cyber Security Centre (guidance)	<a href="#">link</a>
National Cyber Security Centre (risk management)	<a href="#">link</a>
National Cyber Security Centre (CHECK scheme)	<a href="#">link</a>
National Cyber Security Centre (end-user device reset procedures)	<a href="#">link</a>

National Cyber Security Centre (secure sanitisation of storage media)	<a href="#"><u>link</u></a>
National Cyber Security Centre (Cloud Security Principle 2: Asset Protection and Resilience - Data Destruction)	<a href="#"><u>link</u></a>
Payment Card Industry Data Security Standard (Data Destruction)	<a href="#"><u>link</u></a>
Government Security Classifications	<a href="#"><u>link</u></a>
Security Policy Framework	<a href="#"><u>link</u></a>

## Schedule 12 List of Establishments

The following is accurate and updated as at the date of the amendment to the Agreement.

It is acknowledged that the Agreement shall be extended to include new Establishments nominated by the Authority within the life time of the Agreement at no cost to the Authority.

It is further understood that due to its operational requirements, the Authority may also necessitate the closure of some of the Establishments which may require the removal of the System and associated Services. This will be without penalty to the Authority.

The parties acknowledge that CCN 1.07 added HMP Kennet as an Establishment for the purposes of this Schedule however HMP Kennet no longer received the services in Schedule 12 due to the Establishment no longer being in use.

The parties acknowledge that CCN 06/06 was for the addition of PIN phone terminal sites at 5 St Martins Terrace, Canterbury, Kent CT1 1QB; National Dog and Technical Support Group, The Bungalow, The Drive, Swinfen, Staffordshire, WS14 9QS and Room 601 and 604 (where 2 terminals are located) HM Prison Service Headquarters, Cleland House, Page Street, London SW1P 4LN. As at 30 August 2022, the parties acknowledge that that only the PIN phone terminal at The Bungalow currently exists.

Table added by [CCN 50 July 2021]

no	Prison	Address	Postcode	Telephone
1	HMP/YOI ASKHAM GRANGE	Askham Richard, YORK,	YO23 3FT	(01904) 772000
2	HMYOI AYLESBURY	Bierton Road, AYLESBURY,	HP20 1EH	(01296) 444000
3	HMP BEDFORD	St. Loyes Street, BEDFORD,	MK40 1HG	(01234) 373000
5	HMP BELMARSH	Western Way, Thamesmead, LONDON	SE28 0EB	(020) 8331 4400
4	HMP BERWYN	Wrexham Industrial Estate, Wrexham	LL13 9QE	(01978) 523000
6	HMP BIRMINGHAM	Winson Green Road, BIRMINGHAM	B18 4AS	(0121) 345 2500
7	HMP/YOI BRINSFORD	New Road, Featherstone, WOLVERHAMPTON,	WV10 7PY	(01902) 532450
8	HMP BRISTOL	19 Cambridge Road, Horfield, BRISTOL,	BS7 8PS	(0117) 980 8100
9	HMP BRIXTON	P O Box 369, Jebb Avenue, LONDON	SW2 5XF	(020) 8588 6000
10	HMP BUCKLEY HALL	Buckley Farm Lane, ROCHDALE,	OL12 9DP	(01706) 514300
11	HMP BULLINGDON	P O Box 50, BICESTER, Oxon,	OX25 1WD	(01869) 353100
12	HMP BURE	Jaguar Drive, Scottow, Norwich	NR10 5GB	(01603) 326 000
13	HMP/RC CARDIFF	Knox Road, CARDIFF,	CF24 0UG	(029) 2043 3100

14	HMP CHANNINGS WOOD	Denbury, NEWTON ABBOTT, Devon	TQ12 6DW	(01803) 814600
15	HMP/YOI CHELMSFORD	200 Springfield Road, CHELMSFORD, Essex	CM2 6LQ	(01245) 272000
16	HMP COLDINGLEY	Bisley, WOKING, Surrey,	GU24 9EX	(01483) 804300
17	HMP COOKHAM WOOD	ROCHESTER, Kent,	ME1 3LU	(01634) 202500
18	HMP DARTMOOR	Princetown, YELVERTON, Devon,	PL20 6RR	(01822) 892000
19	HMYOI DEERBOLT	Bowes Road, BARNARD CASTLE, County Durham,	DL12 9BG	(01833) 633200
20	HMP DOWNVIEW	Sutton Lane, SUTTON, Surrey,	SM2 5PD	(020) 8929 3300
21	HMP/YOI DRAKE HALL	ECCLESHALL, Staffordshire,	ST21 6LQ	(01785) 858100
22	HMP DURHAM	Old Elvet, DURHAM,	DH1 3HU	(0191) 332 3400
23	HMP/YOI EAST SUTTON PARK	Sutton Valence, MAIDSTONE, Kent	ME17 3DF	(01622) 845000
24	HMP/YOI EASTWOOD PARK	Falfield, WOTTON-UNDER-EDGE, Gloucestershire,	GL12 8DB	(01454) 382100
25	HMP ELMLEY	Church Road, EASTCHURCH, Sheerness, Kent,	ME12 4AY	(01795) 882100
26	HMP ERLESTOKE	DEVIZES, Wiltshire,	SN10 5TU	(01380) 814250
27	HMP/YOI EXETER	New North Road, EXETER, Devon	EX4 4EX	(01392) 415650
28	HMP FEATHERSTONE	New Road, Wolverhampton, Staffs	WV10 7PU	(01902) 703000
29	HMP/YOI FELTHAM	Bedfont Road, FELTHAM, Middlesex,	TW13 4ND	(020) 8844 5000
30	HMP FORD	ARUNDEL, West Sussex,	BN18 0BX	(01903) 663000
31	HMP FOSTON HALL	Foston, DERBY, Derbyshire,	DE65 5DN	(01283) 584300
32	HMP FRANKLAND	Brasside, DURHAM,	DH1 5YD	(0191) 332 3000
33	HMP FULL SUTTON	Full Sutton, YORK,	YO41 1PS	(01759) 375100
34	HMP GARTH	Ulnes Walton Lane, Leyland, PRESTON, Lancashire,	PR26 8NE	(01772) 443300
35	HMP GARTREE	Gallow Field Road, MARKET HARBOROUGH, Leicestershire,	LE16 7RP	(01858) 436600
36	HMP GRENDON	Grendon Underwood, AYLESBURY, Bucks,	HP18 0TL	(01296) 443000
37	HMP/YOI GUYS MARSH	SHAFTESBURY, Dorset,	SP7 0AH	(01747) 856400
38	HMP HATFIELD MAIN	Thorne Road, Hatfield, Doncaster, South Yorkshire	DN7 6EL	(01405) 746 500

39	HMP HATFIELD LAKES	HMP/YOI Hatfield (Lakes site) Lancaster Drive Lindholme Doncaster South Yorkshire	DN7 6FA	01302 524 600
40	HMP HAVERIGG	MILLOM, Cumbria,	LA18 4NA	(01229) 713000
41	HMP HEWELL	REDDITCH, Worcs,	B97 6QQ	(01527) 552000
42	HMP HIGH DOWN	Sutton Lane, SUTTON, Surrey,	SM2 5PJ	(020) 8722 6300
43	HMP/YOI HIGHPOINT NORTH (formerly called Highpoint Prison and Edmunds Hill Prison)	Stradishall, NEWMARKET, Suffolk,	CB8 9YN	(01440) 823100
44	HMP / YOI HIGHPOINT SOUTH	HMP Highpoint Stradishall Newmarket Suffolk	CB8 9YG	(01440) 823100
45	HMYOI HINDLEY	Gibson Street, Bickershaw, WIGAN, Lancashire,	WN2 5TH	(01942) 855000
46	HMP HOLLESLEY BAY	WOODBIDGE, Suffolk,	IP12 3JW	(01394) 412400
47	HMP HOLME HOUSE	Holme House Road, STOCKTON-ON-TEES, Cleveland,	TS18 2QU	(01642) 744000
48	HMP HULL	Hedon Road, HULL,	HU9 5LS	(01482) 282200
49	HMP HUMBER	4 Sans Lane Everthorpe, Brough, East Yorkshire	MK4 4DA	
50	HMP/YOI HUNTERCOMBE	Huntercombe Place, Nuffield, HENLEY-ON-THAMES, Oxfordshire,	RG9 5SB	(01491) 643100
51	HMYOI ISIS	Western Way, London	SE28 0FB	0203 356 4000
52	HMP ISLE OF WIGHT	Cissold Road, Newport	PO30 5NX	(01983) 634000
53	HMP KIRKHAM	Freckleton Road, PRESTON, Lancashire,	PR4 2RN	(01772) 675400
54	HMP KIRKLEVINGTON GRANGE	YARM, Cleveland,	TS15 9PA	(01642) 792600
55	HMP/YOI LANCASTER FARMS	Far Moor Lane, Stone Row Head, off Quernmore Road, LANCASTER,	LA1 3QZ	(01524) 563450
56	HMP LEEDS	Armley, LEEDS, West Yorkshire,	LS12 2TJ	(0113) 203 2600
57	HMP LEICESTER	Welford Road, LEICESTER,	LE2 7AJ	(0116) 2283000
58	HMP/YOI LEWES	Brighton Road, LEWES, East Sussex,	BN7 1EA	(01273) 405100



59	HMP LEYHILL	WOTTON-UNDER-EDGE, Gloucestershire,	GL12 8HL	(01454) 264000
60	HMP LINCOLN	Greetwell Road, LINCOLN,	LN2 4BD	(01522) 663000
61	HMP LINDHOLME	Bawtry Road, Hatfield Woodhouse, DONCASTER,	DN7 6EE	(01302) 848700
62	HMP LITTLEHEY	Perry, HUNTINGDON, Cambridgeshire,	PE28 0SR	(01480) 333000
63	HMP LIVERPOOL	68 Hornby Road, LIVERPOOL,	L9 3DF	(0151) 530 4000
64	HMP LONG LARTIN	South Littleton, EVESHAM, Worcestershire,	WR11 5TZ	(01386) 835100
65	HMYOI LOW NEWTON	Brasside, DURHAM,	DH1 3YA	(0191) 376 4000
66	HMP MAIDSTONE	36 County Road, MAIDSTONE, Kent,	ME14 1UZ	(01622) 775300
67	HMP MANCHESTER	Southall Street, MANCHESTER,	M60 9AH	(0161) 8175600
68	HMP/YOI MOORLAND	Bawtry Road, Hatfield Woodhouse, DONCASTER, South Yorkshire,	DN7 6BW	(01302) 523000
69	HMP MORTON HALL	Swinderby, Lincoln	LN6 9PT	(01522) 666700
70	HMP/YOI NEW HALL	Dial Wood, Flockton, WAKEFIELD, West Yorkshire,	WF4 4AX	(01924) 844200
71	HMP NORTH SEA CAMP	Freiston, BOSTON, Lincolnshire,	PE22 0QX	(01205) 769300
72	HMP/YOI NORWICH	Mousehold, NORWICH, Norfolk,	NR1 4LU	(01603) 708600
73	HMP NOTTINGHAM	Perry Road, Sherwood, NOTTINGHAM,	NG5 3AG	(0115) 872 3000
74	HMYOI ONLEY	Willoughby, RUGBY, Warwickshire,	CV23 8AP	(01788) 523400
75	HMP PENTONVILLE	Caledonian Road, LONDON,	N7 8TT	(020) 7023 7000
76	HMYOI PORTLAND	Easton, PORTLAND, Dorset,	DT5 1DF	(01305) 825600
77	HMP/YOI PRESCOED	Coed-y-Paen, Pontypool, Gwent,	NP14 0TD	(01291) 672231
78	HMP PRESTON	2 Ribbleson Lane, PRESTON, Lancashire,	PR1 5AB	(01772) 444550
79	HMP RANBY	RETFORD, Nottinghamshire,	DN22 8EU	(01777) 862000
80	HMP RISLEY	Risley, WARRINGTON, Cheshire,	WA3 6BP	(01925) 733000
81	HMP ROCHESTER	1 Fort Road, ROCHESTER, Kent	ME1 3QS	(01634) 838100
82	HMP SEND	Ripley Road, Send, WOKING, Surrey,	GU23 7LJ	(01483) 471000
83	HMP SPRING HILL	Grendon Underwood, AYLESBURY, Bucks,	HP18 0TH	(01296) 443000
84	HMP STAFFORD	54 Gaol Road, STAFFORD,	ST16 3AW	(01785) 773000

85	HMP STANDFORD HILL	Church Road, EASTCHURCH, Sheerness, Kent,	ME12 4AA	(01795) 884500
86	HMP STOCKEN	Stocken Hall Road, STRETTON, Nr Oakham, Rutland	LE15 7RD	(01780) 485100
87	HMP/YOI STOKE HEATH	Stoke Heath, MARKET DRAYTON, Shropshire,	TF9 2JL	(01630) 636000
88	HMP/YOI STYAL	Styal, WILMSLOW, Cheshire,	SK9 4HR	(01625) 553000
89	HMP SUDBURY	Ashbourne, DERBYSHIRE,	DE6 5HW	(01283) 584000
90	HMP SWALESIDE	Barbazon Road, EASTCHURCH, Sheerness, Kent,	ME12 4AX	(01795) 884100
91	HMP SWANSEA	200 Oystermouth Road, SWANSEA, West Glamorgan,	SA1 3SR	(01792) 485300
92	HMYOI SWINFEN HALL	Swinfen, LICHFIELD, Staffs,	WS14 9QS	(01543) 484000
93	HMP THE MOUNT	Molyneux Avenue, Bovington, HEMEL HEMPSTEAD,, Herts	HP3 0NZ	(01442) 836300
94	HMP THE VERNE	Portland, Dorset	DT5 1EQ	(01305) 825000
95	HMYOI THORN CROSS	Arley Road, Appleton Thorn, WARRINGTON, Cheshire,	WA4 4RL	(01925) 605100
96	HMP USK	47 Maryport Street, USK, Gwent,	NP15 1XP	(01291) 671600
97	HMP WAKEFIELD	5 Love Lane, WAKEFIELD, West Yorkshire,	WF2 9AG	(01924) 246000
98	HMP WANDSWORTH	PO Box 757, Heathfield Road, LONDON,	SW18 3HS	(020) 8588 4000
99	HMP/YOI WARREN HILL	WOODBIDGE, Suffolk,	IP12 3JW	(01394) 412400
100	HMP WAYLAND	Griston, THETFORD, Norfolk,	IP25 6RL	(01953) 858100
101	HMP WEALSTUN	WETHERBY, West Yorkshire,	LS23 7AZ	(01937) 848500
102	HMP/YOI WERRINGTON	Werrington, STOKE-ON-TRENT, Staffordshire,	ST9 0DX	(01782) 463300
103	HMP/YOI WETHERBY	York Road, WETHERBY, West Yorkshire,	LS22 5ED	(01937) 544200
104	HMP WHATTON	14 Cromwell Road, NOTTINGHAM,	NG13 9FQ	(01949) 859200
105	HMP WHITEMOOR	Longhill Road, MARCH, Cambs,	PE15 0PR	(01354) 602350
106	HMP WINCHESTER	Romsey Road, WINCHESTER, Hampshire,	SO22 5DF	(01962) 723000
107	HMP WOODHILL	Tattenhoe Street, MILTON KEYNES, Bucks,	MK4 4DA	(01908) 722000
108	HMP WORMWOOD SCRUBS	PO Box 757, Du Cane Road, LONDON,	W12 0AE	(020) 8588 3200
109	HMP WYMOTT	Ulnes Walton Lane, Leyland, PRESTON,	PR26 8LW	(01772) 444000



**Schedule 13    Not used**

## **Schedule 14    Exit Management [CCN 12 December 2015]**

### **1.        DEFINITIONS [CCN 12 December 2015]**

1.1        In this Schedule the following terms have the meanings shown next to them.

<b>"Authority Assets"</b>	the Authority's materials, the Authority's infrastructure and any other Data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services; [CCN 12 December 2015]
<b>"Exit Information"</b>	has the meaning given in Paragraph 5.1; [CCN 12 December 2015]
<b>"Exit Manager"</b>	the person appointed by each party pursuant to Paragraph 2.2 for managing the parties' respective obligations under this Schedule; [CCN 12 December 2015]
<b>"Net Book Value"</b>	the net book value of the applicable Relevant Asset(s), calculated by deducting the cumulative depreciation from the asset value. The asset will be depreciated over the Additional Period beginning from the date of installation;
<b>"Partial Termination"</b>	the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clauses 15.1 – 15.4 and 15.6A (Termination by the Authority) or otherwise by mutual agreement by the parties;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 4.1.1, and the Software Register and Hardware Register; and the register of Authority Assets referred to in Schedule 21 (In-Cell Telephony Phase 4 Prisons) [CCN 33 dated February 2019] [CCN 12 December 2015]
<b>"Replacement Services"</b>	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination of this Agreement (or part of this Agreement), whether those services are provided by the Authority internally and/or by any third party; [CCN 12 December 2015]
<b>"Replacement Contractor"</b>	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority); and [CCN 12 December 2015]

<b>"Relevant Assets"</b>	all assets which are located within Establishments and exclusively used and owned by the Contractor to provide the Services in accordance with this Agreement including Hardware but excluding the Authority Assets. [CCN 12 December 2015]
<b>"Transferable Assets"</b>	those of the Relevant Assets used by the Contractor or a Sub-contractor which are used exclusively in the provision of the Services, which are capable of legal transfer to the Authority;
<b>"Transferable Contracts"</b>	the Sub-contracts, licences for Contractor's Software, licences for Third-Party Software or other agreements which are necessary to enable the Authority or any Replacement Contractor to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation
<b>"Transferring Contracts"</b>	has the meaning given in Paragraph 10.2.3

## 2. **EXIT SERVICES** [CCN 12 December 2015]

- 2.1 From the start of the Additional Period and for the remainder of the Extension Term, the Authority may request, and the Contractor shall provide, the Exit Services. The Authority shall have an option (exercisable on written notice to the Contractor at any time up to twenty (20) Business Days prior to the end of the Additional Period) to extend the period it receives the Services and Exit Services beyond the end of the Additional Period provided that such extension shall not extend for more than twelve (12) months after the end of the Additional Period (such extended period shall be referred to as the **"Exit Period"**). During the Exit Period, the Contractor shall continue to provide the Services (on a business as usual basis) until the first Establishment is transferred to a Replacement Contractor and then continuing (on a wind down basis) in respect of those Establishments which have not yet transferred to a Replacement Contractor. The Authority shall have the right to terminate its requirement for the Services and Exit Services during the Exit Period by serving not less than twenty (20) Business Days' written notice upon the Contractor to such effect. [CCN 12 December 2015]
- 2.2 Each party shall, at its own cost, appoint a person for the purposes of managing the parties' respective obligations under this Schedule and provide written notification of such appointment to the other party within ten (10) Business Days of the start of the Additional Period. The time devoted by each Exit Manager to performing their obligations under this Schedule during the Additional Period shall be proportionate to the number of Establishments being migrated to a Replacement Contractor and shall become a full-time role as specified in the Exit Plan or as agreed by the parties. The Contractor's Exit Manager shall be responsible for ensuring that the Contractor and its employees, agents and Sub-contractors comply with this Schedule. The Contractor shall ensure that its Exit Manager has the requisite authority (subject to internal Contractor approvals and the Contractor shall ensure that the Exit Manager does not act without authority and/or obtaining applicable approvals) to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this Schedule. The parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each party's compliance with it. [CCN 12 December 2015]

- 2.3 Both Exit Managers shall report to a governance board jointly chaired by the parties. Each party shall also appoint a suitably senior manager with requisite authority to sit on the governance board. The governance board will: [CCN 12 December 2015]
- 2.3.1 meet at least monthly and at times and locations agreed by the parties, including by teleconference; and [CCN 12 December 2015]
  - 2.3.2 review transition progress, provision of the Exit Services and deal with any exit and transition matters escalated to it. [CCN 12 December 2015]
- 2.4 The Contractor shall use all reasonable endeavours to reallocate resources so as to provide the Exit Services without additional costs to the Authority.
- 2.5 In the case of any Partial Termination, including termination of any Service:
- 2.5.1 all of the provisions of this Schedule 14 shall apply in respect of any terminated Services (with the necessary changes); and
  - 2.5.2 each party shall continue to fulfil its obligations in relation to any remaining parts of the Agreement until the end of the Extension Term subject to the Authority's further right to terminate any parts of the Agreement and/or Services.
3. **EXIT CHARGES** [CCN 12 December 2015]
- 3.1 Subject to Paragraphs 3.3 and 3.4, the Contractor shall charge the Authority for provision of the Exit Services in accordance with the rate card set out in Annex 2 of this Schedule. [CCN 12 December 2015]
- 3.2 The Contractor shall prepare and include as part of the Exit Plan a full and detailed resource estimate for performance of all Exit Services. [CCN 12 December 2015]
- 3.3 Upon request by the Authority the Contractor shall where possible prepare a fixed price estimate for providing the Exit Services in respect of all Establishments and/or for each particular Establishment. [CCN 12 December 2015]
- 3.4 The Authority may elect to, in respect of each Establishment, either receive the Exit Services in accordance with the rate card set out in Paragraph 3.1 or the fixed price under Paragraph 3.2. If the Authority elects to receive the Exit Services in respect of one or more Establishments on a fixed rate under Paragraph 3.2 it shall not be required to pay charges in excess of the estimate set out in the Exit Plan (provided that if the scope or timing of the Exit Services is changed and this results in a change to the costs of such Exit Services, the parties shall agree acting reasonably an update to the Exit Plan. [CCN 12 December 2015]
4. **REGISTERS** [CCN 12 December 2015]
- 4.1 The Contractor shall:
- 4.1.1 without prejudice, and in addition, to its obligations under Clause 2.2, where not already included in the Hardware Register and Software Register, create and maintain a complete and accurate register of [CCN 12 December 2015]:
    - 4.1.1.1 all Relevant Assets, detailing their: [CCN 12 December 2015]
      - (a) make, model and asset number;
      - (b) Ownership; [CCN 12 December 2015]

- (c) Net Book Value and the depreciation policy applied by the Contractor in respect of that asset class; [CCN 12 December 2015]
  - (d) expected Net Book Value at the end of the Extension Term. For the avoidance of doubt, any Relevant Asset within the scope of Paragraph 8 of this Schedule 14 (Exit Management) will have an expected Net Book Value at the end of the Extension Term of £0;
  - (e) physical location of each Relevant Asset at the relevant Establishment; and [CCN 12 December 2015]
  - (f) use (including technical specifications where available); and [CCN 12 December 2015]
- 4.1.1.2 subject to any confidentiality restrictions that the Contractor may have, names of all sub-contracts and other relevant agreements (including but not limited to relevant maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services; [CCN 12 December 2015]
- 4.1.1.3 the High Level Designs and Low Level Designs of all infrastructure related to provision of the Services and copies of all site surveys conducted by the Contractor of Authority Premises in connection with the provision of the Services;
- 4.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Contractor provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Contractor to understand how the Contractor provides the Services and to enable the smooth transition of the Services with the minimum of disruption; [CCN 12 December 2015]
- 4.1.3 where not already agreed at that stage, agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and [CCN 12 December 2015]
- 4.1.4 at all times keep the Registers up to date, in particular in the event that Relevant Assets, sub-contracts or other relevant agreements are added to or removed from the Services. [CCN 12 December 2015]
- 4.2 The Contractor warrants and represents that the Register is a complete and accurate register of the Relevant Assets and that the information about the Relevant Assets required to be detailed under Paragraphs 4.1.1.1(a) to 4.1.1.1(f) (inclusive) is complete and accurate. [CCN 12 December 2015]
- 5. **OBLIGATIONS ON RE-TENDERING OF SERVICES** [CCN 12 December 2015]
- 5.1 On reasonable notice at any point during the Extension Term the Contractor shall provide to the Authority and/or its potential Replacement Contractors (subject to the potential Replacement Contractors entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Contractors undertaking due diligence: [CCN 12 December 2015]



- 5.1.1 a copy of the Registers, updated by the Contractor up to the date of delivery of such Registers; [CCN 12 December 2015]
- 5.1.2 an inventory of the Data described in Paragraph 7.2 that is in the Contractor's possession or control [CCN 12 December 2015];
- 5.1.3 details of end dates of any third party contracts and licences, particularly as regards charges, termination, assignment and novation subject to any confidentiality obligations that the Contractor may have with its Sub-contractors; [CCN 12 December 2015]
- 5.1.4 a list of on-going and/or threatened disputes in relation to the provision of the Services; [CCN 12 December 2015]
- 5.1.5 to the extent permitted by applicable law, all information relating to transferring Contractor employees required to be provided by the Contractor under this Agreement; and [CCN 12 December 2015]
- 5.1.6 such other material and information as the Authority shall reasonably require [CCN 12 December 2015],

(together, the "**Exit Information**"). [CCN 12 December 2015]

- 5.2 The Contractor acknowledges that the Authority may, with the prior written consent of the Contractor (such consent not to be unreasonably withheld, delayed or conditioned), disclose the Contractor's Confidential Information to an actual or prospective Replacement Contractor or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement. [CCN 12 December 2015]

The Contractor shall [CCN 12 December 2015]:

- 5.2.1 notify the Authority within five (5) Business Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and [CCN 12 December 2015]
- 5.2.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Business Days of a request in writing from the Authority. [CCN 12 December 2015]
- 5.3 The Contractor shall ensure that the Exit Information is accurate and complete in all material respects. The Contractor shall use reasonable endeavours to ensure that the Exit Information is of a level of detail that would reasonably enable a third party to: [CCN 12 December 2015]
  - 5.3.1 prepare an informed offer for those Services; and [CCN 12 December 2015]
  - 5.3.2 not be disadvantaged in any subsequent procurement process compared to the Contractor (if the Contractor is invited to participate). [CCN 12 December 2015]
- 5.4 Upon request by the Authority the Contractor shall enter into an Ethical Walls Agreement in relation to the Contractor's involvement in any re-procurement of the Services by the Authority. The commencement and expiry dates of the Ethical Walls Agreement shall be as detailed in that agreement. [CCN 12 December 2015]

- 5.5 Without prejudice to the Contractor's other obligations under this Schedule, the Contractor shall reasonably co-operate with and assist the Authority with its obligations to ensure a "level playing field" in any re-procurement, including by assisting the Authority with supplier engagement. [CCN 12 December 2015]
6. **EXIT PLAN**[CCN 12 December 2015]
- 6.1 Upon the Authority's request at any time (subject to the Authority providing reasonable notice) the Contractor shall ensure that its representatives requested by the Authority (including the Exit Manager) attend one or more meetings with the Authority, a potential Replacement Contractor or the Replacement Contractor and such other relevant representatives of the Authority in order to discuss: [CCN 12 December 2015]
- 6.1.1 the content and development of an Exit Plan (including the matters described in Paragraph 6.5); [CCN 12 December 2015]
- 6.1.2 planning (including likely timescales) for migration of the Services and exit by the Contractor [CCN 12 December 2015];
- 6.1.3 the Exit Services the Contractor will be required to provide; and/or [CCN 12 December 2015]
- 6.1.4 any other relevant business raised by any party in attendance. [CCN 12 December 2015]
- 6.2 Subject to a meeting under Paragraph 6.1 first taking place, the Contractor shall within twenty (20) Business Days of the Authority requesting an Exit Plan from the Contractor (or within such other time period agreed by the parties) deliver to the Authority an Exit Plan which: [CCN 12 December 2015]
- 6.2.1 sets out the Contractor's proposed methodology for achieving an orderly transition of the Services from the Contractor to the Authority and/or its Replacement Contractor on the expiry or termination of this Agreement; and [CCN 12 December 2015]
- 6.2.2 is of a standard which would be reasonably expected from a leading supplier of services similar to the Services. [CCN 12 December 2015]
- 6.3 The parties shall use all reasonable endeavours to agree the contents of the Exit Plan (acting reasonably). If the parties are unable to agree the contents of the Exit Plan within twenty (20) Business Days of its submission, then such dispute shall be resolved in accordance with Clause 43 (Dispute Resolution). [CCN 12 December 2015]
- 6.4 Until the contents of the Exit Plan are finalised in accordance with Paragraph 6.3, the Contractor shall provide the Exit Services: [CCN 12 December 2015]
- 6.4.1 so as to achieve an orderly transition of the Services (in the form they were delivered immediately prior to the commencement of the provision of the Exit Services) from the Contractor to the Authority and/or its Replacement Contractor on the expiry or termination of this Agreement; and [CCN 12 December 2015]
- 6.4.2 in accordance with the principles set out in this Schedule (including but not limited to providing such of the services set out in Annex 1 as the Authority may require). [CCN 12 December 2015]

- 6.5 The Exit Plan shall set out, as a minimum and to the extent applicable: [CCN 12 December 2015]
- 6.5.1 how the Exit Information is obtained; [CCN 12 December 2015]
  - 6.5.2 the management structure to be employed during both transfer and cessation of the Services; [CCN 12 December 2015]
  - 6.5.3 the management structure to be employed during the transition to a Replacement Contractor; [CCN 12 December 2015]
  - 6.5.4 a detailed description of both the transfer and cessation processes, including a timetable; [CCN 12 December 2015]
  - 6.5.5 how the Services will transfer to the Replacement Contractor and/or the Authority, including but not limited to details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Contractor or its Sub-contractors (where applicable); [CCN 12 December 2015]
  - 6.5.6 the scope of the Exit Services that may be required for the benefit of the Authority (including but not limited to such of the services set out in Annex 1 as are applicable); [CCN 12 December 2015]
  - 6.5.7 a timetable and critical issues for providing the Exit Services; [CCN 12 December 2015]
  - 6.5.8 how the Exit Services would be provided; [CCN 12 December 2015]
  - 6.5.9 procedures to deal with requests made by the Authority and/or a Replacement Contractor for staffing information pursuant to Schedule 15 (Staff Transfer); and [CCN 12 December 2015]
  - 6.5.10 how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Contractor to the Replacement Contractor and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the period of transition, [CCN 12 December 2015]

including for each of the above, as relevant, a breakdown for each Establishment.

- 6.6 The parties acknowledge that [CCN 12 December 2015]:
- 6.6.1 the migration of the Services from the Contractor to the Authority and/or its Replacement Contractor may be phased, such that certain of the Services (such as particular or parts of Establishments) are handed over before others; [CCN 12 December 2015]
  - 6.6.2 the Replacement Contractor shall be entitled to commence work, including installing equipment and wiring and performing testing, in those Establishments which are still receiving Services from the Contractor; and [CCN 12 December 2015]
  - 6.6.3 notwithstanding Paragraph 6.6.1 the Replacement Contractor shall not commence providing live services (other than testing) in respect of part of an Establishment

until the provision of Services at that part of the Establishment by the Contractor has ceased (that is, there will not be parallel live service provision (other than testing) any part of an Establishment). The parties shall set out and agree (such agreement not to be unreasonably withheld or delayed) the scope of any parallel live services at an Establishment in the Exit Plan. [CCN 12 December 2015]

6.7 For the purposes of the testing referred to in Paragraph 6.6.3:

6.7.1 such testing includes the provision of full live services;

6.7.2 such testing of live services shall take place over a maximum period of six (6) weeks in one (1) Establishment during the final three (3) months of the Additional Period; and

6.7.3 the detailed design, process, implementation and support of the testing activities shall be agreed by the parties using the Change Control Procedure.

6.8 Without prejudice to the Exit Plan, the Contractor shall as a contingency measure remain able to provide the Services in respect of each Establishment for two (2) weeks after the agreed termination date for each Establishment and upon the Authority's request continue to provide Services at that Establishment for up to an additional two (2) weeks after the agreed termination date (or for such longer period as the parties agree). [CCN 12 December 2015]

6.9 Upon the Authority giving notice to terminate Services to one or more Establishments or to terminate this Agreement as a whole, or upon request by the Authority, the Contractor shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Contractor shall submit the revised Exit Plan to the Authority for review. Within twenty (20) Business Days following submission of the revised Exit Plan, the parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the parties are unable to agree the contents of the revised Exit Plan within that twenty (20) Business Day period, such dispute shall be resolved in accordance with Clause 43 (Dispute Resolution). [CCN 12 December 2015]

## 7. **TERMINATION OBLIGATIONS**

7.1 The Contractor shall comply with all of its obligations contained in the Exit Plan. [CCN 12 December 2015]

7.2 The Authority may at any time (subject to Paragraph 7.2.3 up until the end of the Extension Term) request and the Contractor shall provide as soon as reasonably practicable (and no later than ten (10) Business Days after such request unless the Authority otherwise agrees in writing) in electronic form, in a universal format and on such media as the Authority reasonably requests a complete and uncorrupted version of all Data in the Contractor's possession or control which is: [CCN 12 December 2015]

7.2.1 personal data (as defined in UK GDPR) of a prisoner; [CCN 12 December 2015]

7.2.2 data relating to telephone calls (including call meta-data); [CCN 12 December 2015]

7.2.3 recordings of telephone calls (in which case the Contractor shall provide such recordings for as long as the Contractor retains them, which shall not be less than ninety (90) days after it ceases providing the Services); and/or [CCN 12 December 2015]

- 7.2.4 stored in an electronic form and is readily accessible by the Contractor, [CCN 12 December 2015]
- 7.2.5 and ensure that such Data is transferred to such location(s) as reasonably required by the Authority in compliance with all applicable laws and regulations. [CCN 12 December 2015]
- 7.3 Subject to Paragraph 7.2, on the date the Contractor ceases providing the Exit Services in accordance with Paragraph 2.1 (or earlier if this does not adversely affect the Contractor's performance of the Services and the Exit Services and its compliance with the other provisions of this Schedule), the Contractor shall: [CCN 12 December 2015]
  - 7.3.1 cease to use the Data; [CCN 12 December 2015]
  - 7.3.2 subject to Paragraph 2.2 of Schedule 2 (The System) and any other express requirements inconsistent with this Paragraph 7, erase from any computers, storage devices and storage media that are to be retained by the Contractor on such date as notified by the Authority in advance all Data and promptly certify to the Authority that it has completed such deletion; [CCN 12 December 2015]
  - 7.3.3 return to the Authority such of the following as is in the Contractor's possession or control: [CCN 12 December 2015]
    - 7.3.3.1 all copies of the Authority's Software and any other software licensed by the Authority to the Contractor under this Agreement; [CCN 12 December 2015]
    - 7.3.3.2 all materials (if any) created by the Contractor under this Agreement in which the IPRs are owned by the Authority including but not limited to the Deliverables; [CCN 12 December 2015]
    - 7.3.3.3 any parts of the IT environment and any other equipment which belongs to the Authority; and [CCN 12 December 2015]
    - 7.3.3.4 any items that have been on-charged to the Authority, such as consumables, [CCN 12 December 2015]
    - 7.3.3.5 (e) Any Authority Assets [CCN 33 dated February 2019]
  - 7.3.4 vacate any Authority premises; [CCN 12 December 2015]
  - 7.3.5 provide reasonable access upon reasonable notice from the Authority during normal working hours to the Authority and/or the Replacement Contractor for up to twelve (12) months after expiry or termination to: [CCN 12 December 2015]
    - 7.3.5.1 such information relating to the Services as remains in the possession or control of the Contractor; and [CCN 12 December 2015]
    - 7.3.5.2 such members of the Contractor's personnel as have been involved in the design, development and provision of the Services and who are still employed by the Contractor, provided that the Authority and/or the Replacement Contractor shall pay for the Contractor's personnel's time in accordance with the rate card set out in Annex 2 of this Schedule. [CCN 12 December 2015]

- 7.4 On the date the Contractor ceases providing the Exit Services in accordance with Paragraph 2.1 (or earlier if this does not adversely affect the Contractor's performance of the Services (including the Exit Services) and its compliance with the other provisions of this Schedule), each party shall return to the other party (or if requested, destroy or delete) all Confidential Information of the other party and shall certify that it does not retain the other party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services or Exit Services or for statutory compliance purposes or other express requirements of this Agreement. [CCN 12 December 2015]
- 7.5 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Contractor or granted by the Contractor to the Authority in relation to the Services shall be terminated with effect from the date on which the Contractor ceases providing the Exit Services in accordance with Paragraph 2.1. [CCN 12 December 2015]
8. **ASSETS** [CCN 12 December 2015]
- 8.1 During the Extension Term, if the Contractor reasonably considers that investment in new equipment or assets (that will upon installation in an Establishment become Relevant Assets) of more than **REDACTED** per contract for such equipment or assets is required in order to maintain the quality of the Services it shall notify the Authority and provide it with details (including proposed costs and a business case) for the proposed investment in order for the Authority to approve or reject such investment by the Contractor. Subject to Paragraph 8.2, the Contractor shall not make an investment described in this Paragraph 8.1 without the Authority's approval. The Contractor shall demonstrate to the Authority that its proposed investment is: [CCN 12 December 2015]
- 8.1.1 good value for money and the most economically efficient option; and [CCN 12 December 2015]
- 8.1.2 reasonably considered to be essential and involves a like-for-like replacement of broken or end-of-life assets (being where continued maintenance is considered uneconomic relative to buying a new asset). [CCN 12 December 2015]
- 8.2 The Authority shall within twenty (20) Business Days after receiving the details of the investment under Paragraph 8.1 at its discretion either: [CCN 12 December 2015]
- 8.2.1 approve the Contractor's spending proposal; or [CCN 12 December 2015]
- 8.2.2 reject the Contractor's spending proposal, in which case the Contractor shall submit a proposal to make such investment in accordance with the Change Control Procedure in Clause 36.2, under which the parties will discuss whether: [CCN 12 December 2015]
- 8.2.2.1 Service Levels should be relaxed to account for deterioration in performance of the Services from the Contractor forgoing the proposed investment; and/or [CCN 12 December 2015]
- 8.2.2.2 the Authority should pay the Contractor the revenue shortfall or cost overspend arising due to the Contractor forgoing the proposed investment. [CCN 12 December 2015]
- 8.3 If:

- 8.3.1 the Authority rejects the spending proposal under Paragraph 8.2.2; and [CCN 12 December 2015]
  - 8.3.2 the Contractor fails to provide the Services in accordance with the Service Levels or there is a degradation in the Contractor's performance of the Services; and [CCN 12 December 2015]
  - 8.3.3 the Contractor can demonstrate that the failure or degradation under Paragraph 8.3.2 would not have occurred but for Authority's rejection of the spending proposal, the Contractor shall not be treated as being in breach of this Agreement. [CCN 12 December 2015]
- 8.4 Notwithstanding any other provision of this Agreement, upon termination of each Establishment and on termination or expiry of this Agreement as a whole the Contractor shall have no obligation to: [CCN 12 December 2015]
- 8.4.1 remove any of its assets or equipment from the Establishments and/or dispose of them under the Waste Electric and Electronic Equipment Regulations 2013; and/or [CCN 12 December 2015]
  - 8.4.2 make good for any Relevant Assets sold to the Authority. [CCN 12 December 2015]
9. **CONTRACTOR PERSONNEL** [CCN 12 December 2015]
- 9.1 The Authority and Contractor agree and acknowledge that in the event of the Contractor ceasing to provide the Services or part of them for any reason, Schedule 15 (Staff Transfer) shall apply. [CCN 12 December 2015]
  - 9.2 The Contractor shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Contractor. [CCN 12 December 2015]
  - 9.3 The Contractor shall give the Authority and/or the Replacement Contractor at a time to be agreed between the parties acting reasonably, reasonable access to the Contractor's personnel to present the case for transferring their employment to the Authority and/or the Replacement Contractor. [CCN 12 December 2015]
- The Contractor shall immediately notify the Authority or, at the direction of the Authority, the Replacement Contractor of any period of notice given by the Contractor or received from any person referred to in the staffing information, regardless of when such notice takes effect. [CCN 12 December 2015]
10. **ASSETS, SUB-CONTRACTS AND SOFTWARE**
- 10.1 Following notice of termination or Partial Termination of this Agreement and during the period that the Contractor provides Exit Services, the Contractor shall not, in respect of the terminated Services, without the Authority's prior written consent:
    - 10.1.1 terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the charges;

- 10.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing assets or acquire any new assets; or
  - 10.1.3 terminate, enter into or vary any licence for software in connection with the Services.
- 10.2 Following notice of termination or Partial Termination of this Agreement the Authority shall provide written notice to the Contractor setting out:
- 10.2.1 which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Contractor in respect of the terminated Services ("**Transferring Assets**");
  - 10.2.2 which, if any, of the Relevant Assets that are not Transferable Assets the Authority and/or the Replacement Contractor requires the continued use of; and
  - 10.2.3 which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Contractor (the "**Transferring Contracts**"),
- in order for the Authority and/or its Replacement Contractor to provide the Services from the expiry of the Exit Services. Where requested by the Authority and/or its Replacement Contractor, the Contractor shall provide all reasonable assistance to the Authority and/or its Replacement Contractor to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Contractor requires to provide the Services or Replacement Services.
- 10.3 In respect of each Establishment and with effect from a date agreed by the parties for each Establishment (which shall not be later than the date on which a Replacement Contractor commences provision of Replacement Services at such Establishment), the Contractor shall sell and the Authority and/or its nominated Replacement Contractor may buy, the Transferring Assets for a consideration equal to:
- 10.3.1 £1 in respect of the Transferring Assets in all Establishments where those Transferring Assets were:
    - 10.3.1.1 installed before 1 October 2023
    - 10.3.1.2 form part of the IP Network at an Establishment; or
    - 10.3.1.3 purchased using the Contractor Fund established under Paragraph 12 of Schedule 8.
  - 10.3.2 Net Book Value in respect of all other Transferring Assets except where:
    - 10.3.2.1 a Termination Charge is payable by the Authority to the Contractor for termination of Services provided using such Transferring Assets, in which case, payment for such Transferring Assets shall be included within such Termination Charge provided that, in relation to any Specified Assets, the consideration shall include any residual Net Book Value not paid for as part of the Termination Charge; or
    - 10.3.2.2 the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Agreement, in which case the Authority shall pay the Contractor the



Net Book Value of the Transferring Asset less the amount already paid through the Charges.

- 10.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Contractor (as applicable) on transfer (being the date agreed by the parties under Paragraph 10.3), and title to the Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) on payment for the same.
- 10.5 The Contractor warrants, represents and undertakes that as at the date agreed by the parties under Paragraph 10.3 all Transferring Assets are compliant with all applicable law relating to health and safety within prisons and in relation to prisoners.
- 10.6 Where the Contractor is notified in accordance with Paragraph 10.2.1 that the Authority and/or the Replacement Contractor requires continued use of any Relevant Assets that are not Transferable Assets, the parties shall as soon as reasonably practicable agree appropriate commercial terms for the Authority and/or the Replacement Contractor to continue to use those assets.
- 10.7 The Contractor shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Contractor of the Transferring Contracts. The Contractor shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.
- 10.8 The Authority shall:
  - 10.8.1 accept assignments from the Contractor or join with the Contractor in procuring a novation of each Transferring Contract; and
  - 10.8.2 once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Contractor, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Contractor does the same.
- 10.9 The Contractor shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Contractor has been effected.
- 10.10 The Contractor shall indemnify the Authority (and/or the Replacement Contractor, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Contractor) pursuant to Paragraph 10.6 both:
  - 10.10.1 in relation to any matters arising prior to the date of assignment or novation of such Sub-contract; and
  - 10.10.2 in relation to any matters arising after the date of assignment or novation of such Sub-contract where the loss, liability or cost arises as a result of the Contractor's failure to comply with Clause 6 (Licences To Use The Software) and/or Clauses 12A (Intellectual Property Rights).

**Annex 1 to Schedule 14** [CCN 12 dated December 2015]

**1. Scope of the Exit Services** [CCN 12 dated December 2015]

- 1.1 The Exit Services to be provided by the Contractor shall include such of the following services as the Authority may specify: [CCN 12 dated Dec 2015]
- (a) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Contractor; [CCN 12 dated December 2015]
  - (b) delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the twelve (12) month period immediately prior to the commencement of the Exit Services in respect of the relevant Establishment); [CCN 12 dated December 2015]
  - (c) providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Exit Services in respect of the relevant Establishment; [CCN 12 dated December 2015]
  - (d) with respect to work in progress as at the end of the Additional Period, documenting the current status and stabilising for continuity during transition; [CCN 12 dated December 2015]
  - (e) providing the Authority with any problem logs which have not previously been provided to the Authority; [CCN 12 dated December 2015]
  - (f) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and implementing these such that they are appropriate for the continuation of the Services between the end of the Additional Period and the end of the Extension Term; [CCN 12 dated December 2015]
  - (g) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas; [CCN 12 dated December 2015]
  - (h) agreeing with the Authority a handover plan for all of the Contractor's security responsibilities under the Agreement; [CCN 12 dated December 2015]
  - (i) assisting in the execution of a parallel operation until the effective date of expiry or termination of this Agreement or Services at the relevant Establishment; [CCN 12 dated December 2015]
  - (j) in respect of the maintenance and support of the System, providing historical performance data for the previous twelve (12) month period; [CCN 12 dated December 2015]
  - (k) assisting in the execution of a parallel operation of the maintenance and support of the Contractor's System by the Replacement Contractor until the end of the Extension Term or as otherwise specified by the Authority (provided that these Services shall end on a date no later than the end of the Extension Term); [CCN 12 dated December 2015]

- (l) ensuring that it does not unreasonably obstruct or hinder the implementation activity of the Replacement Contractor; [CCN 12 dated December 2015]
- (m) providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services; [CCN 12 dated December 2015]
- (n) answering all reasonable questions from the Authority and/or the Replacement Contractor regarding the Services subject to the confidentiality obligations referred to in this Agreement; [CCN 12 dated December 2015]
- (o) agreeing with the Authority and/or the Replacement Contractor a plan for the migration of the Data described in Paragraph 7.2 to the Authority and/or the Replacement Contractor; [CCN 12 dated December 2015]
- (p) providing access to the Authority and/or the Replacement Contractor during the Extension Term for a period not exceeding six (6) months after the date on which the Contractor ceases providing Exit Services under Paragraph 2.1 for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Contractor: [CCN 12 dated December 2015]
  - (i) to information and documentation relating to the transferring Services that is in the possession or control of the Contractor or its Sub-contractors (and the Contractor agrees and shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and [CCN 12 dated December 2015]
  - (ii) following reasonable notice and during the Contractor's normal business hours, to members of the Contractor's personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Contractor or its Sub-contractors; and [CCN 12 dated December 2015]
- (q) knowledge transfer services, including: [CCN 12 dated December 2015]
  - (i) transferring all training material and providing appropriate training to those Authority and/or Replacement Contractor staff responsible for internal training in connection with the provision of the Services; [CCN 12 dated December 2015]
  - (ii) providing for transfer to the Authority and/or the Replacement Contractor of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and [CCN 12 dated December 2015]
  - (iii) providing the Contractor and/or the Replacement Contractor with access to such members of the Contractor's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Contractor or its Sub-contractors. [CCN 12 dated December 2015]
- (r) any reasonable assistance which is necessary to allow the Services to continue without interruption following any Partial Termination, termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility and conduct of the Services to the Authority and/or its Replacement Contractor

- 1.2 To facilitate the transfer of knowledge from the Contractor to the Authority and/or its Replacement Contractor, the Contractor shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Contractor. [CCN 12 dated December 2015]
- 1.3 The information which the Contractor shall provide to the Authority and/or the Replacement Contractor pursuant to Paragraph 1.11.1(q) shall include: [CCN 12 dated December 2015]
- (a) copies of up-to-date procedures and operations manuals;
  - (b) product information;
  - (c) agreements with third party Contractors of goods and services which are to be transferred to the Authority and/or the Replacement Contractor;
  - (d) key support contact details for third party Contractor Personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule;
  - (e) information regarding any unresolved faults as at the date on which the Contractor ceases providing the Exit Services under Paragraph 2.1;
  - (f) details of physical and logical security processes and tools which will be available to the Authority; and
  - (g) any relevant interface information.
- 1.4 The Contractor shall grant any agent or personnel (including employees, consultants and Contractors) of the Replacement Contractor and/or the Authority access, during business hours and upon reasonable prior written notice, to any Contractor sites or premises (if applicable) for the purpose of effecting a prompt knowledge transfer provided that: [CCN 12 dated December 2015]
- (a) any such agent or personnel (including employees, consultants and Contractors) having access to any Authority pursuant to this Paragraph 1.4 shall:
    - (i) sign a confidentiality undertaking in favour of the Contractor (in such form as the Contractor shall reasonably require); and
    - (ii) during each period of access comply with the security, systems and facilities operating procedures of the Contractor relevant to such Authority and that the Authority deems reasonable. [CCN 12 dated December 2015]

**Annex 2 of Schedule 14 Exit (of CCN 12): Average Monthly Revenue**

**REDACTED**

**Annex 3 of Schedule 14 Exit Charges [CCN 12 dated December 2015]**

**Contractor's Rate Card**

**REDACTED**

**Annex 4 of Schedule 14 Exit Charges: Ethical Wall Agreement template**



**[THE AUTHORITY]**

**and**

**[THE COUNTERPARTY]**

**ETHICAL WALLS AGREEMENT**

This Agreement is dated [ ] 20[ ]

**Between**

- (1) [INSERT NAME OF AUTHORITY] (the "Authority") [acting on behalf of the Crown] of [insert Authority's address]; and
- (2) [NAME OF COUNTERPARTY] a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Counterparty's registered address] (the "Counterparty").

together the "Parties" and each a "Party".

**BACKGROUND**

- A. The Authority is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Regulations. The purpose of this document Agreement is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the procurement.
- B. The Authority is conducting a procurement exercise for the [supply/purchase] of [insert details of project/goods/services] (the "Purpose").
- C. The parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Counterparty does not obtain an unfair competitive advantage over other Bidders.

**IT IS AGREED:**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 The following capitalised words and expressions shall have the following meanings in this agreement and its recitals:

"**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 of that body corporate from time to time;



**“Bid Team”** means any Representatives of the Counterparty and/or its Affiliates connected to the preparation of an ITT Response;

**“Central Government Body”** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:

- a) Government Department;
- b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c) Non-Ministerial Department; or
- d) Executive Agency;

**“Conflicted Personnel”** means any Representatives of the Counterparty and/or its Affiliates who have or have had access to information which creates or may create a conflict of interest;

**“Contract”** means any contract between the Authority and:

- (a) the Counterparty;
  - (b) any of the Counterparty’s Affiliates;
  - (c) where relevant, any Representatives of the Counterparty and/or its Affiliates; and/or
  - (d) any other Third Party,
- relating to the subject matter of the Purpose;

**“Control”** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **“Controls”** and **“Controlled”** shall be interpreted accordingly;

**“Effective Date”** means the date of this Agreement as set out above;

**“ITT”** means an invitation to submit tenders issued by the Authority as part of an ITT Process;

**“ITT Process”** means, with regard to the Purpose, the relevant procedure provided for in the Procurement Regulations as amended, which the Authority has elected to use to select a contractor, together with all relevant information, correspondence and/or

documents issued by the Authority as part of that procurement exercise, all information, correspondence and/or documents issued by the bidders in response together with any resulting contract;

**“ITT Response”** means the tender submitted or to be submitted by the Counterparty or an Affiliate [(or, where relevant, by an Other Bidder)] in response to an ITT;

**“Other Bidder”** means any other bidder or potential bidder that is not the Counterparty or any Affiliate that has taken or is taking part in the ITT Process;

**“Parties”** means the Authority and the Counterparty;

**“Professional Advisor”** means a supplier, subcontractor, advisor or consultant engaged by the Counterparty and/or its Affiliates in relation to the Purpose;

**“Procurement Regulations”** means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.) (EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016 and the Concession Contracts Regulations 2016 as amended.

**“Procurement Process”** means the period commencing on the earlier of (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of (i) the publication by the Authority of all contract award notices that result from the ITT Process; or (ii) the abandonment or termination of the ITT Process as notified by the Authority.

**“Purpose”** has the meaning given to it in recital B to this Agreement;

**“Representative”** refers to a person's officers, directors, employees, advisers (including Professional Advisors), agents and, where the context admits, providers or potential providers of finance to the Counterparty or any Affiliate in connection with the ITT Process and the representatives of such providers or potential providers of finance; and

**“Third Party”** means any person who is not a Party, including Other Bidders, their Affiliates and or their Representatives.

- 1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.

- 1.3 Reference to the disclosure of information, or provision of access, by or to the Authority or the Counterparty includes disclosure, or provision of access, by or to the representatives of the Authority or Representatives of the Counterparty (as the case may be).
- 1.4 Reference to persons includes legal and natural persons.
- 1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.
- 1.7 Reference to any gender includes any other.
- 1.8 Reference to writing includes email.
- 1.9 The terms “associate”, “holding company”, “subsidiary”, “subsidiary undertaking” and “wholly owned subsidiary” have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words ‘holds a majority of the voting rights’ shall be changed to ‘holds 30% or more of the voting rights’, and other expressions shall be construed accordingly.
- 1.10 The words “include” and “including” are to be construed without limitation.
- 1.11 The singular includes the plural and vice versa.
- 1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

## **2 ETHICAL WALLS**

- 2.1 In consideration of the sum of £1 payable by the Authority to the Counterparty, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

### **Conflicts of Interest**

- 2.2 The Counterparty shall:
  - 2.2.1 take all appropriate steps to ensure that neither the Counterparty nor its Affiliates and/or Representatives are 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 Counterparty or its Affiliates or Representatives and the duties owed to the Authority under any Contract or pursuant to an open and transparent ITT Process; and

- 2.2.2 acknowledges and agrees that a conflict of interest may arise in situations where the Counterparty or an Affiliate intends to take part in the ITT Process and, because of the Counterparty's, its Affiliate's and/or their Representatives relationship with the Authority under any Contract, the Counterparty, its Affiliates and/or Representatives have or have had access to information which could provide the Counterparty and/or its Affiliates with an advantage and render unfair an otherwise genuine and open competitive ITT Process.
- 2.3 Where there is or is likely to be a conflict of interest or the perception of a conflict of interest of any kind in relation to the ITT Process, the Counterparty shall take such steps that are necessary to eliminate the conflict of interest to the Authority's satisfaction, including (but not limited to) one or more of the following:
  - 2.3.1 not assigning any of the Conflicted Personnel to the Bid Team at any time;
  - 2.3.2 providing to the Authority a complete and up to date list of the Conflicted Personnel and the Bid Team and reissue such list upon any change to it;
  - 2.3.3 ensuring that no act or omission by itself, its Representatives, its Affiliates and/or its Affiliate's Representatives results in information of any kind or in any format and however so stored:
    - (a) about a Contract, its performance, operation and all matters connected or ancillary to it; and/or
    - (b) which would or could in the opinion of the Authority confer an unfair advantage on the Counterparty in relation to its participation in the ITT Process,becoming available to the Bid Team;
  - 2.3.4 ensuring that confidentiality agreements that flow down the Counterparty's obligations in this Agreement are entered into as necessary between the Authority and the Counterparty, its Affiliates, their Representatives, and/or any

Conflicted Personnel, and between any other parties necessary in a form to be approved by the Authority;

- 2.3.5 physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
- 2.3.6 providing regular training to its Representatives, its Affiliates and/or its Affiliates Representatives to ensure it is complying with this Agreement;
- 2.3.7 monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement to ensure adherence to the ethical wall arrangements;
- 2.3.8 ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
- 2.3.9 complying with any other action as the Authority, acting reasonably, may direct.

#### **Notification of Conflicts of Interest**

2.4 The Counterparty shall:

- 2.4.1 notify the Authority immediately of all perceived, potential and/or actual conflicts of interest that arise or have arisen;
- 2.4.2 submit in writing to the Authority full details of the nature of the conflict including (without limitation) full details of the risk assessments undertaken, the impact or potential impact of the conflict, the measures and arrangements that have been established and/or are due to be established to eliminate the conflict and the Counterparty's plans to prevent future conflicts of interests from arising; and
- 2.4.3 seek the Authority's approval thereto,

which the Authority shall have the right to grant, grant conditionally or deny (if the Authority denies its approval the Counterparty shall repeat the process set out in clause 2.4 until such time as the Authority grants approval or the Counterparty withdraws from the ITT Process).

**IN STRICTEST CONFIDENCE**

- 2.5 The Counterparty will provide, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.2 and 2.3 as reasonably requested by the Authority.
- 2.6 The Authority reserves the right to require the Counterparty to demonstrate the measures put in place by the Counterparty under Clauses 2.2 and 2.3.
- 2.7 The Counterparty acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Authority of the adequacy of such measures and does not discharge the Counterparty of its obligations or liability under this Agreement.

**Exclusion from the ITT Process**

- 2.8 Where, in the reasonable opinion of the Authority, there has been any breach by the Counterparty of Clause 2.2, Clause 2.3 or Clause 2.4, the Authority shall be entitled to exclude the Counterparty or any of its Affiliates and/or Representatives from the ITT Process, and the Authority may, in addition to the right to exclude, take such other steps as it deems necessary.
- 2.9 The actions of the Authority pursuant to Clause 2.8 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

**Bid Costs**

- 2.10 In no event shall the Authority be liable for any bid costs incurred by:

2.10.1 the Counterparty or any Affiliate or Representative; or

2.10.2 any Third Party,

as a result of any breach of this Agreement by the Counterparty, Affiliate or Representative, including, without limitation, where the Counterparty or any Affiliate or Representative, or any Third Party are excluded from the ITT Process.

**Specific Remedies**

- 2.11 The Counterparty acknowledges and agrees that:

2.11.1 neither damages nor specific performance are adequate remedies in the event of its breach of the obligations in Clause 2; and

2.11.2 in the event of such breach by the Counterparty of any of its obligations in Clause 2 which cannot be effectively remedied the Authority shall have the right to terminate this Agreement and the Counterparty's participation in the ITT Process.

### **3 SOLE RESPONSIBILITY**

3.1 It is the sole responsibility of the Counterparty to comply with the terms of this Agreement. No approval by the Authority of any procedures, agreements or arrangements provided by the Counterparty, its Affiliate or their Representatives to the Authority shall discharge the Counterparty's obligations.

### **4 WAIVER AND INVALIDITY**

4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.

4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

### **5 ASSIGNMENT AND NOVATION**

5.1 Subject to Clause 5.2 the Parties shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.

5.2 The Authority may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

5.2.1 any Central Government Body; or

5.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and

5.2.3 the Counterparty shall, at the Authority's request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 5.

5.3 A change in the legal status of the Authority such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

## **6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

6.1 A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement but this does not affect any right remedy of any person which exists or is available otherwise than pursuant to that Act.

## **7 TRANSPARENCY**

7.1 The parties acknowledge and agree that the Authority is under a legal duty pursuant to the Procurement Regulations to run transparent and fair procurement processes. Accordingly, the Authority may disclose the contents of this Agreement to Other Bidders (and/or potential Other Bidders) for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

## **8 NOTICES**

8.1 Any notices sent under this Agreement must be in writing.

8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:



<b>Manner of Delivery</b>	<b>Deemed time of service</b>	<b>Proof of service</b>
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1 <sup>st</sup> Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

8.3 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 this Agreement:

	<b>Counterparty</b>	<b>Authority</b>
<b>Contact</b>		
<b>Address</b>		

Email		
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- 8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

## 9 WAIVER AND CUMULATIVE REMEDIES

- 9.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

## 10 TERM

- 10.1 Each Party's obligations under this Agreement shall continue in full force and effect for period of [ ] years from the Effective Date/[or for the period of the duration of the Procurement Process]

## 11 GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Authority

Name:

Signature:

Position in Authority:

Signed by the Counterparty

Name:

Signature:

Position in Counterparty:

**Schedule 15 Staff Transfer** [CCN 12 December 2015]

**1. DEFINITIONS AND INTERPRETATION**

In this Schedule except where the context otherwise requires) the following words and expressions will have the following meanings:

<b>"Employee Information"</b>	<b>Liability</b> means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of the Regulations.
<b>"Liability" / "Liabilities"</b>	includes all awards, compensation, costs, expenses, losses, liabilities, damages, claims, proceedings, awards, fines, orders, demands, actions, payments by way of settlement, penalties, tribunal awards and other liabilities (including legal and other professional fees and expenses on an indemnity basis) whenever or howsoever arising or brought.
<b>"Potential Relevant Employees"</b>	those personnel who are or were at the relevant time as the context requires employees of the Contractor or any Sub-contractor and who are or were assigned to the provision of the Services or a relevant part of the Services for the purposes of the Regulations.
<b>"Regulations"</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) as amended and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive (Council Directive 77/187/EEC as amended by Council Directive 98/50 EEC and consolidated in Council Directive 2001/23/EEC ) into English law.
<b>"Replacement Contractor"</b>	means any alternative service provider appointed by the Authority to perform the Services the same as or similar to the Services or any part of the Services after the Transfer Date and includes and includes any Sub-contractor thereof.
<b>"Relevant Transfer"</b>	means a relevant transfer of an undertaking or service provision change for the purposes of the Regulations.
<b>"Relevant Employees"</b>	means those persons listed in a schedule to be agreed by the parties prior to the Transfer Date who it is agreed were employed by the Contractor (and/or any Sub-contractor)

wholly and/or mainly in the Services immediately before the Transfer Date.

**"Services"**

as defined in Schedule 1 (Interpretations) of the Agreement.

**"Transfer Date"**

means the date or dates on which there is a transfer of responsibility for the provision of the Services or part of the Services between the Contractor and the Authority and/or a Replacement Contractor (as the case may be) pursuant to the terms of this Agreement.

**"Transferring Employee"**

means those Relevant Employees whose employment transfers to the Authority or a Replacement Contractor pursuant to a Relevant Transfer on the termination or expiry of the Services or this Agreement or any part thereof or whose employment would have so transferred but for an objection by such Relevant Employee to becoming employed by the Authority or Replacement Contractor as a result of an actual or anticipatory detrimental change to such Relevant Employee's working conditions or terms and conditions of employment by the Authority or Replacement Contractor.

**2. TRANSFER OF RELEVANT EMPLOYEES**

- 2.1 The parties acknowledge and agree that where all or part of the Services cease to be provided by the Contractor (or by a Sub-contractor of the Contractor) for any reason and where all or part of the Services continue to be provided by the Authority or a Replacement Contractor, there may be a transfer of the Relevant Employees to the Authority or a Replacement Contractor for the purposes of the Regulations. If there is a Relevant Transfer, the employment of the Relevant Employees shall transfer to the Authority or a Replacement Contractor in accordance with the Regulations with effect from the Transfer Date.
- 2.2 Save where the parties reasonably believe that there will be no Relevant Transfer, the parties shall co-operate in agreeing a list of Relevant Employees prior to the Transfer Date, and where there will be a Relevant Transfer, shall co-operate in seeking to ensure the smooth and orderly transfer of the Relevant Employees to the Authority and/or the Replacement Contractor.
- 2.3 Save where the parties reasonably believe that there will be no Relevant Transfer, the Contractor shall promptly and fully co-operate with the reasonable requests of the Authority relating to any administrative tasks necessary to deal with the pension aspects of any transfer of Relevant Employees to the Authority or a Replacement Contractor.

**3. PROVISION OF INFORMATION AND WARRANTIES**

**3.1 From the earliest of:**

- 3.1.1 The date which is twelve (12) months prior to the expiry of the term of this Agreement;
- 3.1.2 Notice being served by either party to terminate this Agreement;
- 3.1.3 Receipt by the Contractor of notification from the Authority that it intends to initiate a tender or procurement process in relation to the Services or any of them

**3.2 The Contractor shall, within twenty one (21) days of any written request from the Authority, provide and shall procure that any Sub-contractor shall provide such information to the Authority as the Authority shall reasonably request regarding Potential Relevant Employees who, are at the date of the request, wholly or mainly assigned to the Services (or relevant part) on an anonymised basis in order to enable the Authority and/or any potential Replacement Contractor to assess whether there is likely to be a Relevant Transfer, who is likely to transfer, and/or the impact of any Relevant Transfer and the costs of a Relevant Transfer including role, proportion of assignment to Services, start date, date of birth, salary and other remuneration, incentives, benefits, pension, leave entitlements, severance or redundancy entitlements, terms and conditions of employment, collective representation, collective agreements and actual or threatened claims or disputes. All information provided shall be complete and accurate in all material respects. The Authority may, subject to Data Protection Legislation, use such information for the purpose of any tender or procurement process.**

**3.3 The Contractor agrees to provide the Employee Liability Information to the Authority (or, where relevant, the Replacement Contractor) at such time or times as are required by the Regulations, and, at the time of providing such Employee Liability Information, the Contractor shall warrant that the Employee Liability Information:**

- 3.3.1 is complete and accurate at the time it is provided to the Authority;
- 3.3.2 will be updated to take account of any changes to such information, as required by the Regulations.

**4. MEETING WITH EMPLOYEE REPRESENTATIVES**

**4.1 During the period of twelve (12) months preceding the expiry of this Agreement or after the Authority has given notice to terminate this Agreement, the Contractor shall enable and assist the Authority and such other persons reasonably required by as the Authority to communicate with and meet the Potential Relevant Employees and their trade union or other employee representatives.**

**4.2 Any such communications or meetings pursuant to Paragraph 4.1 of this Schedule 15 will only be carried out with the involvement and agreement of the contractor.**

**5. FINANCIAL INFORMATION AND HR RECORDS**

**5.1 Where there is a Relevant Transfer, within five (5) Business Days after the Transfer Date, the Contractor shall, on request by the Authority, provide to the Authority and/or any Replacement Contractor;**

- 5.1.1 updated financial details for the Relevant Employees whose employment or contract of employment transfers under the Regulations. Such financial details shall include sums payable in respect of each such Relevant Employee relating to the following:
  - 5.1.2 salary and benefits;
  - 5.1.3 Home address and bank details;
  - 5.1.4 PAYE and National Insurance contributions, other deductions, tax codes and other payroll information; and
  - 5.1.5 miscellaneous costs (for example, training grants and staff loans).
- 5.2 copies of such extracts from the Relevant Employees whose employment or contract of employment transfers under the Regulations' personal files and/or such other employment records as are relevant and necessary for the continued employment of such Relevant Employees.
6. **RESTRICTIONS**
- 6.1 The Contractor undertakes to the Authority that, during the six (6) months prior to the expiry of this Agreement or, if earlier, at any time after notice has been served to terminate this Agreement and in respect of that part of the Services which will cease to be provided by the Contractor (or any Sub-contractor of the Contractor) at the Transfer Date (the "**Affected Services**" for the purposes of this Paragraph), the Contractor shall not (and shall procure that any Sub-contractor shall not) without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- 6.1.1 amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement) (including, for the avoidance of doubt, pay) of any Potential Relevant Employees (other than where such amendment or variation has previously been agreed between the Contractor and the Potential Relevant Employees in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services or where such amendment is both in the ordinary course of business and applicable to the Contractor's staff generally rather than specifically targeted at Potential Relevant Employees);
  - 6.1.2 materially amend or vary pension, retirement and death benefits provided for or in respect of any Potential Relevant Employee, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced unless this is a change in the ordinary course of business, unrelated to the transfer of the Services and applicable to the Contractors' staff generally rather than specifically targeted at Potential Relevant Employees;
  - 6.1.3 terminate or give notice to terminate the employment or engagement of any Potential Relevant Employees (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
  - 6.1.4 transfer away, remove, reduce or vary the involvement of any of the Potential Relevant Employees from or in the provision of the Affected Services (other than where such transfer or removal: (i) was planned as part of the individual's career

development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (PROVIDED THAT any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services)); and/or

- 6.1.5 recruit or bring in any new or additional individuals to provide the Affected Services who were not already involved in providing the Affected Services prior to the relevant period, unless those individuals are legitimately required in order to maintain the Service.

**7. APPORTIONMENTS AND PAYMENTS**

- 7.1 The Contractor shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including without limitation all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to, but not including, the Transfer Date (including any relevant proportion of any bonuses, commission or holiday pay which are payable after the Transfer Date but attributable in whole or in part to the period on or before the Transfer Date) and the Contractor will indemnify the Authority (both for itself and any Replacement Contractor) against any costs, claims, liabilities and expenses (including reasonable legal expenses) incurred or suffered by the Authority and/or any Replacement Contractor in respect of the same.
- 7.2 The Authority will be responsible for, or shall procure that the Replacement Contractor shall be responsible for, all emoluments and outgoings in respect of the Transferring Employees (including without limitation all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period on or after the Transfer Date (including any relevant proportion of any bonuses, commission or holiday pay which are payable on or before the Transfer Date but which are attributable in whole or in part to the period after the Transfer Date), and will indemnify the Contractor (both for itself and any Sub-contractor of the Contractor) against any costs, claims, liabilities and expenses (including reasonable legal expenses) incurred or suffered by the Contractor or any Sub-contractor of the Contractor in respect of the same.

**8. NON-SOLICITATION**

- 8.1 The Contractor undertakes to the Authority that, in the period of twelve (12) months after the relevant Transfer Date (or such other period as the parties may agree in writing), it shall not (and shall procure that any Sub-contractor shall not) solicit (or procure that any other employer solicits) any individuals who were Relevant Employees from the Authority or from any Replacement Contractor without the Authority's or any new Replacement Contractor's prior written consent. This provision shall not prevent the Contractor or any Sub-contractor from employing any Authority or Replacement Contractor Personnel who have made an unsolicited response to a general recruitment advertisement published by or on behalf of the Contractor or any Sub-contractor.

**9. INDEMNITIES**

- 9.1 The Contractor shall indemnify the Authority (both for itself and for any Sub-contractor of the Contractor) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Authority and/or Replacement Contractor in connection with or as a result of:-



- 9.1.1 any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, religion or belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Authority or a Replacement Contractor in respect of any Transferring Employee on or after the Transfer Date;
  - 9.1.2 any failure by the Authority or a Replacement Contractor to comply with its obligations under Regulation 13 of the Regulations;
  - 9.1.3 any claim (including any individual entitlement of a Transferring Employee under or consequent on such claim) by any trade union or other body or person representing the Transferring Employees arising from or connected with any failure by the Authority or a Replacement Contractor to comply with any legal obligation to such trade union, body or person in respect of any period on or after the Transfer Date;
  - 9.1.4 any claim arising from any change or proposed change to the terms and conditions of employment or working conditions of the Transferring Employees on or after their transfer to the Authority or a Replacement Contractor on the Transfer Date (including but not limited to any claims arising pursuant to Regulation 4(9) or 4(11) of the Regulations); and/or
  - 9.1.5 any change of identity of employer occurring by virtue of the Regulations and/or this Agreement being significant and detrimental to any of the Transferring Employees.
- 9.2 The Authority shall indemnify the Contractor (both for itself and for any Sub-contractor of the Contractor) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred in connection with or as a result of:-
- 9.2.1 any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, religion or belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Authority or a Replacement Contractor in respect of any Transferring Employee on or after the Transfer Date;
  - 9.2.2 any failure by the Authority or a Replacement Contractor to comply with its obligations under Regulation 13 of the Regulations;
  - 9.2.3 any claim (including any individual entitlement of a Transferring Employee under or consequent on such claim) by any trade union or other body or person representing the Transferring Employees arising from or connected with any failure by the Authority or a Replacement Contractor to comply with any legal

obligation to such trade union, body or person in respect of any period on or after the Transfer Date;

9.2.4 any claim arising from any change or proposed change to the terms and conditions of employment or working conditions of the Transferring Employees on or after their transfer to the Authority or a Replacement Contractor on the Transfer Date (including but not limited to any claims arising pursuant to Regulation 4(9) or 4(11) of the Regulations); and/or

9.2.5 any change of identity of employer occurring by virtue of the Regulations and/or this Agreement being significant and detrimental to any of the Transferring Employees.

9.3 The Authority may in its discretion assign the benefit of the indemnities set out in this Paragraph 9 to the Replacement Contractor.

## 10. OTHER TRANSFERRING EMPLOYEES

10.1 If it is found or alleged that the employment of any person other than the Relevant Employees transfers to the Authority or a Replacement Contractor on or after the Transfer Date pursuant to the Regulations:

10.1.1 the Authority shall notify the Contractor, or shall procure that the Replacement Contractor notifies the Contractor of that finding or allegation as soon as reasonably practicable after becoming aware of it;

10.1.2 in consultation with the Authority, the Contractor shall within seven (7) days of becoming aware of that allegation or finding make that person a written offer of employment to commence immediately on the same terms and conditions as that person was employed prior to the transfer (actual or alleged), and under which the Contractor agrees to recognise that employee's prior service with the Contractor (or, where applicable, its Sub-contractor) and the Authority shall give all reasonable assistance requested by the Contractor to persuade that person to accept the offer;

10.1.3 the Authority or Replacement Contractor may, within twenty eight (28) days after becoming aware of that finding or allegation, if that person is still an employee of the Authority or the Replacement Contractor and has not accepted an offer of employment with the Contractor and resigned their alleged employment with the Authority or Replacement Contractor, dismiss that person; and

10.1.4 the Contractor shall indemnify and keep indemnified the Authority (both for itself and a Replacement Contractor) against costs, liabilities and expenses (including reasonable legal expenses) which the Authority and/or the Replacement Contractor may suffer or incur in relation to:

10.1.4.1 any dismissal in accordance with Paragraph 10.1.3; and

10.1.4.2 in relation to any such person who is dismissed in accordance with Paragraph 10.1.3, the employment of that person up to the date of such dismissal and;

10.1.4.3 any other claim brought by that person in each case relating to any period prior to the alleged transfer date and/or any failure to comply with the Regulations.

10.2 In the event that the TUPE Regulations do not apply to some or all of the Potential Relevant Employees on termination of all or part of the Services for any reason because of steps taken by the Authority to avoid a transfer under the TUPE Regulations, including but not limited to fragmenting the Services or gradually reducing and then transferring the Services over a period of time then the Authority shall, and shall procure that any Replacement Contractor shall, make offers of employment to those Potential Relevant Employees who are wholly or mainly assigned to the Services (or part thereof), on terms that are broadly equivalent to their existing terms as at the Transfer Date. If such offers are not accepted, all Liabilities in relation to such Potential Relevant Employees will remain with the Contractor or its subcontractor (save for any Liabilities arising out of such offers by the Authority or Replacement Contractor). If such offers are accepted, the Authority or Replacement Contractor, as the case may be, will then become responsible for all Liabilities in relation to such Potential Relevant Employees arising or occurring on or after the date on which their employment with the Authority or Replacement Contractor commences; and the Contractor or its subcontractors will, where reasonable, consent to the Potential Relevant Employees leaving without working their full notice period.

**Schedule 16 In-Cell Cabling System and IP network** [added CCN 13 dated March 2016]

**Definitions**

In this Schedule the following terms have the meanings shown next to them.

**"Charges"** means the Charges for the Service as set out in the Charges Schedule

**"Effective Date"** has the meaning given to it at Paragraph 11.1

**"Equipment"** means all hardware and cabling to be supplied

**"Minimum period"** means 31 May 2016 to June 2018

**"Service"** means the services or part of the services specified in the Service Schedules

**"The Proposal"** means the Contractor's proposal for the provision of networked services dated 15 January 2018

**"Working Hours"** means Monday to Friday 9am to 17.30 excluding bank holidays and public holidays

**1. Background**

- 1.1 Schedule 16 sets out the contractual framework for the provision of an in-cell Category 5 cabling system and associated IP network infrastructure to the Establishment.

**2. Minimum Period of Service**

- 2.1 There shall be no Minimum Period in relation to this Service.
- 2.2 The early termination provisions as set out in Paragraph 15.5A of the Agreement and Schedule 14 shall not apply to the services provided in Schedule 16.

**3. Charges**

- 3.1 Details of the Charges are set out in the Charges Schedule.
- 3.2 All Charges raised and invoiced by the Contractor will be payable within thirty (30) days.

**4. Survey**

- 4.1 All Charges are subject to survey. If any Site survey carried out by the Contractor reveals that additional work is required to enable provision of the Service, or additional work is required to enable provision of the Service, the Contractor reserves the right to raise additional Charges.

**5. Access**

- 5.1 The Authority will grant the Contractor all necessary access to Establishment so that the Contractor can commence works, subject to the Authority's security requirements. Any failure on the part of the Authority to provide access may result in the application of further Charges.

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- 5.2 The Authority will make all required security clearance available as required to enable the provision of the Service including security passes and ID for individuals attending an Establishments.

**6. Working Hours**

- 6.1 Unless otherwise states within this Schedule 16 or agreed between the parties, all works will be undertaken within normal Working Hours.

**7. Health and Safety**

- 7.1 The Authority shall notify the Contractor of any health and safety hazards of which it becomes aware, in accordance with Clause 26 of this Agreement.
- 7.2 In the event that the Contractor locates hazardous substances during the course of provision of the Service the Contractor will notify the Authority. Responsibility for the removal of such substances remains at all times with the Authority. Further Charges may be applied in circumstances where delays to the Implementation Plan occur as a result of removal.

**8. Equipment**

- 8.1 Delivery of the Equipment will be made during Working Hours.
- 8.2 The Authority will inform the Contractor in writing of any damage to any of the Equipment or any other discrepancy in the Equipment delivered, within five (5) Business Days from the date of delivery.
- 8.3 The Authority will follow the Contractor's instructions when returning Equipment.
- 8.4 The Contractor's entire liability for incomplete or damaged Equipment will be to replace the Equipment at its own expense, save where the damage is caused by any act or omission of the Authority.
- 8.5 Until it has paid for the Equipment, the Authority will:
- 8.5.1 Keep the Equipment safe and only use it in accordance with any Instructions the Contractor may give;
  - 8.5.2 Not move the Equipment or any part of it from the Establishments;
  - 8.5.3 Only use or allow the Equipment to be used for any purpose for which it is designed;
  - 8.5.4 Not make any alterations or attachments to the Equipment with the Contractor's prior written consent. If the Contractor gives consents, any alteration or attachments will become part of the Equipment;
  - 8.5.5 Not sell, charge, assign, transfer or dispose of or part with possession of the Equipment or any part of it;
  - 8.5.6 Not allow any lien, encumbrance or security interest of over the Equipment, nor pledge the credit of the Contractor for the repair of the Equipment or otherwise;

- 8.5.7 Not claim to be the owner of the Equipment even if the Equipment is fixed to the Establishments;
- 8.6 Risk passes to the Authority on delivery of the Equipment, but the Authority will not be responsible for any loss or damage that is caused by the Contractor's negligence.
- 9. **Limitations**
  - 9.1 For the purposes of the Service which neither party is liable to the other for any of the following types of loss or damage whether direct, indirect or consequential, howsoever arising under or in connection with the Service or any part of it; loss of revenue; loss of goodwill, loss destruction or corruption of data.
- 10. **Implementation Plan**
  - 10.1 The Implementation Plan(s) (where appropriate) for the provision of services at the Establishment will be agreed between the parties prior to installation.
- 11. **Effective Date**
  - 11.1 The parties have agreed that CCN 13 will commence on the date that it is signed and dated.

**Service Schedule 1**  
**Cabling and Data Cabinets**

**Definitions**

In this Service Schedule the following terms have the meanings shown next to them.

"Acceptance Tests" has the meaning given to it at Paragraph 9 of Schedule 5

**The Contractor's Obligations****1. Cabling**

- 1.1 The Contractor shall install to the Establishment(s) category 5e cabling as set out in Table 1 below – [CCN 13a – 1 June 2016]

Blocks	Wings	No of Cells	No of Twin Outlets in Cells	No of Twin Outlets for /Kiosk/ WIFI/ Biometrics	Total Twin Outlets
A	2	112	112	12	124
B	2	112	112	12	124
C	2	112	112	12	124
D	2	112	112	12	124
E	2	96	96	8	104
F	1	40	40	4	44
G	1	36	36	7	43
H	1	40	40	2	42
J	1	30	60	5	65
K	1	30	60	5	65
L	1	30	60	5	65
M	1	30	60	5	65
N	1	30	60	5	65
New Kitchen	0	0	0	2	2
New Build Gym	0	0	0	2	2
Education	0	0	0	5	5
Workshop	0	0	0	46	46
Gym	0	0	0	3	3
OMU	0	0	0	15	15
Chapel & Security	0	0	0	7	7
New Seg/Health Care	1	16	16	4	20
Old SEG	0	0	0	4	4
Visitor-Reception	0	0	0	8	8
Visitor Centre	0	0	0	1	1
Main Kitchen	0	0	0	2	2
Farms & Gardens	0	0	0	2	2
Admin Gatehouse	0	0	0	5	5
Admin	0	0	0	14	14
		<b>826</b>	<b>976</b>	<b>214</b>	<b>1190</b>

- 1.2 All copper cable supplied and installed will be Category 5e UTP LSF/OH
- 1.3 Within each data cabinet the cables will be terminated to Category 5e RJ45 patch panels.

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- 1.4 A cable management panel will be installed for each 48 ports of patching.
  - 1.5 The proposed overall cabling methodology for each house block will be provided in accordance with the Proposal.
  - 1.6 All containment and RJ45 outlets will be surface mounted. If the Authority requires containment or RJ45 outlets to be flush mounted further charges may apply.
  - 1.7 For the twin outlets for the kiosk/Wi-Fi Biometrics the final run from the main route containment to the outlet locations will be installed in new metal conduit as required. [CCN 13a – 1 June 2016]
  - 1.8 The twin outlets for the kiosk/Wi-Fi Biometrics will be located at low level. [CCN 13a – 1 June 2016]
  - 1.9 Works (including drilling where necessary) will be carried out Monday to Friday 7.00am to 21.00pm excluding Bank and Public Holidays, exact working hours within the times to be agreed. [CCN 13a – 1 June 2016]
  - 1.10 Cabling within the kitchens and part of the workshops will be undertaken outside Working Hours (evening and weekends) to be agreed. [CCN 13a – 1 June 2016]
2. **Data Cabinets**
- 2.1 The Contractor shall supply to the Establishment(s) data cabinets as set out in Table 2. [CCN 13a – 1 June 2016]

Table 2.

Blocks	Location	Type	Size	Qty
A	CR Stairwell Grd Floor Alpha Spur	Free Standing	27U 800mm(w) x 600mm(d) IP Rated	1
A	CR Stairwell Grd Floor Bravo Spur	Free Standing	27U 800mm(w) x 600mm(d) IP Rated	1
B	CR Stairwell Grd Floor Alpha Spur	Free Standing	27U 800mm(w) x 600mm(d) IP Rated	1
B	CR Stairwell Grd Floor Bravo Spur	Free Standing	27U 800mm(w) x 600mm(d) IP Rated	1
C	CR Stairwell Grd Floor Alpha Spur	Free Standing	27U 800mm(w) x 600mm(d) IP Rated	1
C	CR Stairwell Grd Floor Bravo Spur	Free Standing	27U 800mm(w) x 600mm(d) IP Rated	1
D	CR Stairwell Grd Floor Alpha Spur	Free Standing	27U 800mm(w) x 600mm(d) IP Rated	1
D	CR Stairwell Grd Floor Bravo Spur	Free Standing	27U 800mm(w) x 600mm(d) IP Rated	1
E	Loft Space	Free Standing	27U 800mm(w) x 600mm(d)	1
F	Main Office	Free Standing	21U 800mm(w) x 600mm(d)	1
G	First Floor Store Room	Wall Mount	18U 500mm Removeable Sides	1
H	First Floor Store Room above Plant Room	Free Standing	18U 800mm (w) x 600mm (d)	1
J	Loft Space	Free Standing	21U 800mm(w) x 600mm(d)	1
K	Loft Space	Free Standing	21U 800mm(w) x 600mm(d)	1
L	Loft Space	Free Standing	21U 800mm(w) x 600mm(d)	1
M	Loft Space	Free Standing	21U 800mm(w) x 600mm(d)	1
N	Loft Space	Free Standing	21U 800mm(w) x 600mm(d)	1
New Kitchen	Switch Room	Wall Mount	9U 500mm Removeable Sides	1
New Build Gym	Office	Wall Mount	9U 500mm Removeable Sides	1
Education	First Floor IT Room	Free Standing	42U 800mm(w) x 800mm(d)	1
Workshop	Workshop 17	Free Standing	18U 800mm (w) x 600mm (d)	1
Workshop	Workshop 4	Free Standing	18U 800mm (w) x 600mm (d)	1
Gym	Feed from Cabinet in G Wing	N/A	N/A	N/A
OMU	Ground Floor Store Room	Wall Mount	9U 500mm Removeable Sides	1
Chapel & Security	Feed from Cabinet in OMU	N/A	N/A	N/A
New Seg/Health Care	First Floor General Store	Wall Mount	18U 500mm Removeable Sides	1
Old SEG	Feed from Cabinet in Reception	N/A	N/A	N/A
Visitor-Reception	Plant room of walkway	Free Standing	18U 800mm (w) x 600mm (d)	1
Visitor Centre	Plant room	Wall Mount	6U 500mm Removeable Sides	1
Main Kitchen	Office	Wall Mount	6U 500mm Removeable Sides	1
Farms & Gardens	Office	Wall Mount	6U 500mm Removeable Sides	1
Admin Gatehouse	Feed from Cabinet in PIN Room	N/A	N/A	N/A
Admin	Feed from Cabinet in PIN Room	N/A	N/A	N/A
				28



- 2.2 Each cabinet will be supplied complete with:
- (i) Tray Kits
  - (ii) PDU and connectors appropriate for the Service with cable management
- 2.3 Where a wall mounted cabinet has been proposed these will be 2-part 500mm deep cabinets. This is subject to survey. If the dept is not sufficient further Charges may apply.
- 2.4 The Contractor will supply and install new power supplies to the new data cabinets. This will be provided by either extending an existing cabinet spur to the new cabinet location (where they are adjacent) or running in a new spur from an existing spare way on an existing distribution board for the new cabinet locations. [CCN 13a – 1 June 2016]
- 2.5 All power requirements will be subject to final survey and installed to NIE/EIC specifications and approved by the Authority. [CCN 13a – 1 June 2016]
3. **Implementation Plan**
- 3.1 The Implementation Plan for the provision of the Services at the Establishment(s) will be submitted to the Authority for agreement prior to installation.

**Authority Obligations**

4. **General Requirements**
- 4.1 The Authority will provide marked-up plans detailing the exact outlet positions in each cell prior to commencement of the installation.
- 4.2 Save as stated in Schedule 16 or as otherwise agreed, further charges may be incurred if the Contractor and/or its contractors are required to move fixed furniture which involves more than two persons or any furniture that requires dismantling/special lifting equipment or is contained within storerooms or storage areas.
- 4.3 The Authority is to provide safe access and escorts in accordance with the Implementation Plan.
- 4.4 Additional charges may apply in relation to any failure by the Authority to comply with the Implementation Plan.
- 4.5 A secure central area shall be set aside for storage space for use by the Contractor throughout the implementation
- 4.6 A cell within the working area of each block and within the immediate vicinity of the Contractors works will be made available by the Authority to the Contractor for the duration of the implementation.
- 4.7 The Authority will ensure that all underground ducts are free from obstruction and have sufficient space capacity.
5. **Data Cabinets**
- 5.1 The Authority will ensure that each cabinet is supplied with a suitable power supply and earthing point.

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- 5.2 The Authority will ensure that each cabinet is mounted adjacent to the existing cabinet in each location and that space and access is made available by the Authority.
- 5.3 Provision of the space for each data cabinet will be the responsibility of the Authority with final locations to be agreed prior to installation.
- 6. **Block G**
- 6.1 The Authority will supply a lift/cherry picker to undertake high level works associated with this block.
- 7. **Decanting**
- 7.1 the Authority agrees to decant cells for the purpose of providing the Service in accordance with the number of cells agreed in the Implementation Plan. It is hereby agreed for the purposes of the Implementation Plan that:
  - 7.1.1 On completion of a wing the Authority will move prisoners back into the completed cells and decant the next wing/block within a maximum period of two (2) days; and
  - 7.1.2 Sixty cells will be decanted at a time
  - 7.1.3 In relation to block G it is agreed that the entire block will be decanted during the installation
- 8. **Electricity**
- 8.1 All electrical works and provision of power supply for the purpose of providing the Service are the responsibility of the Authority.
- 9. **Acceptance**
- 9.1 Acceptance Tests will be carried out by the Contractor to ensure the Service is ready for use.
- 9.2 The Contractor will notify the Authority seven (7) days prior to the commencement of the Acceptance Test.
- 9.3 The Contractor will submit tests plans and method statements for the Acceptance Tests prior to commencements of the Acceptance Test.
- 9.4 Testing will be carried out once sufficient cables have been installed and be undertaken on a rolling basis in accordance with the Implementation Plan.
- 9.5 Test results will be forwarded via CD submitted in MS ExlSG and the test Equipment manufacturers' software.
- 9.6 All completed tests or series of tests will be signed and dated by those responsible for the testing.
- 9.7 All test results will identify the serial number of the test Equipment used to perform the test.

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- 9.8 Any faults identified during the testing will be recorded, fixed and re-tested at no additional cost to the Authority, save where the faults identified result from acts or omission of the Authority.
- 9.9 Acceptance of the Service by the Authority will take place on the earliest of:
- (a) The date when the Contractor informs the Authority that the Service has passed the Acceptance Test and is ready for use
  - (b) The date when the Authority begins to use the Service; or
  - (c) Where the Authority delays installation, ten (10) Business Days from the scheduled date for installation.
-

**Service Schedule 2**  
**Provision of IP Network**

**Definitions**

In this Service Schedule the following terms have the meanings shown next to them.

"LLD" means Low Level Design

"LAN" means Local Area Network

**The Contractor's Obligations**

**1. Service Overview**

1.1 The scope of the works is to provide a Low Level IP Network Design and commission and install an IP network.

**2. Low Level Design**

2.1 The Contractor shall provide the LLD as follows:

2.2 The parties shall attend an initial project meeting in order to:

- Review design / hardware requirements and technical options/considerations;
- Agree timescales;
- Define responsibilities;
- Conduct a risk management process overview;
- Develop and acceptance criteria;
- Agree the Change Control Procedure;
- Produce a Project Monitoring, Communication & Reporting Schedule.

2.3 The parties shall attend the required number of design workshop and agree a Low Level Design approach. The following areas will be discussed:

- IP addressing structure
- Hostnames
- Access, usernames/passwords
- User groups;
- VLANS;
- SSID's, open & hidden;

- Authentication to the network via 802.1X, MAB or AD (where applicable) on a per device basis;
- Server's/applications in use locally and remotely;
- Firewall configuration as it relates to trusted/untrusted;
- Level of QoS to be applied locally to given services/applications (voice/Data);
- 2SNMP settings required by our support teams, providing them with the correct level of access;

- 2.4 Upon agreement of the Low Level Design approach, the Contractor shall produce the LLD.
- 2.5 The Contractor will prepare up to a maximum of two (2) design iterations of the LLD. Additional charges will apply for any additional design iterations requested by the Authority.
- 2.6 The Contractor will generate the network ready for Use testing schedule which will be used for pre-stage factory acceptance testing and systems acceptance testing following successful migration of Service to the new infrastructure.
- 2.7 The test plan is based on the Contractor's standard NRFU testing methodologies. Additional Charges will apply in respect of any requirement to complete Authority specified test plans
- 2.8 The Contractor shall undertake offsite pre-staging of all Equipment included in the LLD.
- 2.9 Following successful completion of the pre-staging the unrestricted LLD and configuration templates will be transferred to the Authority.
- 2.10 The Contractor will transpose the Authority's environment specific information into the documents and configuration templates.

### 3. **Equipment**

- 3.1 The Contractor shall supply and install the following Equipment: [CCN 13a – 1 June 2016]  
**REDACTED**
- 3.2 The Contractor will be responsible for the physical patching between the device port and local in cabinet patch panel. The Contractor will not be responsible for patching of in-cell ports to endpoint devices.
- 3.3 The Contractor will not be responsible for configuration of devices for which it has not quoted as part of the Service or for onward connectivity to Authority networks.
- 3.4 Visibility and control of applications running across the network is not supplied and therefore not supported.
- 3.5 The Contractor has assumed that there are no PoE requirement within the neMork core.

### 4. **Commissioning**

- 4.1 The Contractor shall undertake the following:

- 4.1.1 Configuration of **REDACTED** to make use of 802.1x technology. This obligation is, at all times, subject to the Authority's compliance with the requirements of Clause 6.1.
- 4.1.2 TACACS enablement to allow device administrator authentication and logging when the network device CLI is accessed.
- 4.1.3 Integration of ISE with the sites active directory server (if applicable).
- 4.2 Configuration of wireless LAN controller to include adding 41 x 1602I wireless access points integration between wireless LAN controller and **REDACTED** for authentication.
- 4.3 Configuration of the **REDACTED** to the specification to be agreed with the Authority. Firewall performance will not exceed <1Gbps.
- 5. Hardware Break-Fix**
- 5.1 The Contractor shall provide a whole unit replacement on failure, save where that failure Is due to the acts and omissions of the Authority. The service encompasses the following components:
- Replacement spare Equipment will be held securely by the **REDACTED** technical support team;
  - Any configuration Is backed up by the monitoring and management tool and will be applied to the replacement Equipment at the Contractor's secure off-site location;
  - A specialised secure transportation team within the Contractor will securely ship the configured replacement to site;
  - A field engineer will receive the replacement and replace the failed device;
  - The failed device will be securely disposed of, and spares will be replenished.
- 6. Authority Obligations**
- 6.1 The Authority shall provide a master list of grouped MAC addresses that will be granted access (grouping here denoting phones, client end devices/PCs or printers which can then be authenticated and dynamically assigned into a given VLAN).
- 6.2 The Authority will supply any fibre connections to the standard as set out in the Proposal Clause 10.3 "LAN Solution – Fibre" (a)-(d).
- 6.3 The Authority will prepare the Establishment in accordance with the Contractor's reasonable instructions and in particular the requirements contained within the Proposal Clause 10.3 "LAN Solution – Environment/deployment" (a) — (j) and "LAN equipment" (a)-(f).
- 6.4 Serviceability of any local Authority application/service, pre or post the installation of the design and verification of application functionality is the responsibility of the Authority.
-

### Service Schedule 3 Wireless Network

#### **Definitions**

In this Service Schedule the following terms have the meanings shown next to them.

"WLAN" means local area network

#### **The Contractor's Obligations**

##### **1. Service Overview**

- 1.1 The scope of the works is to provide a WLAN delivering differing 802.11n Service Set Identifiers (SSID's) within the association areas.

##### **2. Equipment**

- 2.1 The Contractor shall supply and install the following Equipment licence:

**REDACTED**

##### **3. Access Points/Wireless LAN Controller**

- 3.1 The Contractor shall configure the wireless LAN controller
- 3.2 The Contractor shall deploy a **REDACTED** dedicated Unified Wireless Network consisting of **REDACTED** service access points provisioned where required locally at the access layer.
- 3.3 Each access point, once installed, will be terminated via its own dedicated VLAN trunked Category 5 feed back into the servicing PoE enabled access layer switch.
- 3.4 The positioning and number of access points, and V\Wireless LAN controller is subject to survey and LLD.

**Charges Schedule**

**REDACTED** \_\_\_\_\_



**Annex 1 to Schedule 16** [CCN 13a – dated 1 June 2016]

**Cabling Methodology**

1. This supersedes previous cabling methodologies provided

1.1 Blocks A, B, C & D = 448 cells (112 per block)

**REDACTED**

All cells will have one twin Cat5e outlets.

1.2 Block E = 96 Cells

**REDACTED**

1.3 Block F = 40 Cells

**REDACTED**

1.4 Block G = 36 Cells

**REDACTED**

1.5 Block H = 40 Cells

**REDACTED**

1.6 1.6. Block J, K, L, M & N = 30 Dual Occupancy Cells Per Block (2 x dual outlets per cell)

**REDACTED**

1.7 New Segregation/Health Care = 16 Cells

**REDACTED**

1.8 Kiosk/WiFi & Biometrics

**REDACTED**

2. Fibre Links within Blocks A,B,C &D

**REDACTED**

3. Fibre Backbone — H Block

**REDACTED**

4. Cabinet Power

Supply and install new power supplies to the new cabinets. These will be either extending an existing cabinet spur to the new cabinet location (where they are

adjacent) or running in a new spur from an existing spare way on an existing distribution board for new cabinet locations.

All power requirements will be subject to final survey and installed to NIE/EIC specifications and approved by HMP Wayland estates department.

**REDACTED**

## Schedule 17 In-Cell Telephony

The parties acknowledge that prior to the Additional Period, this Agreement contained the details of In-Cell Telephony services that the Contractor was to provide to the Authority at the below Establishments (pursuant to numerous CCNs) within Schedules 17, 18 and 19. These In-Cell Telephony services have concluded in the below Establishments and therefore the parties have agreed to remove the relevant details that were incorporated into this Agreement via the multiple CCNS (also detailed below).

### List of Establishments

- HMP & YOI Rochester (CCN 04 dated 09 January 2012; CCN 07 dated 6 September 2012; CCN 08 dated 14 November 2012);
- HMP Wayland (CCN 13 dated July 2016; CCN 14a dated 29 November 2016; CCN 14b dated 7 June 2017);
- HMP Berwyn (CCN 127 dated September 2016);
- HMP Wandsworth; HMP Highdown; HMP Durham; HMP Kirlevington Grange; HMP Holme House (collectively known as the "**Phase 2 Prisons**") (CCN 16 dated 13 December 2016);
- HMP Aylesbury, HMP Bristol, HMP Chelmsford, HMP Eastwood Park, HMP Exeter, HMP Guys Marsh, HMP Leeds, HMP Liverpool, HMP Manchester, HMP Moorland, HMP Nottingham, HMP Swaleside (collectively known as the "**Phase 3 Prisons**") (CCN 23 dated December 2017 and CCN 24 dated 8 March 2018);
- HMP Eastwood Park; HMP Nottingham (CCN 23 dated 24 November 2017); and
- HMP YOI Wetherby; HMP Aylesbury; HMP Bristol; HMP Manchester; HMP Swaleside (CCN 25 dated 14 February 2018).

**Schedule 18   Not Used**

**Schedule 19   Not Used**

**Schedule 20 Processing, Personal Data and Data Subjects [CCN 30 dated October 2018]**

1. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
2. Any such further instructions shall be incorporated into this Schedule, subject to the Change Control Procedure.

<p><b>The subject matter and duration of the Processing:</b></p>	<p>For the Service:</p> <ul style="list-style-type: none"> <li>Personal Data relating to prisoners in relation to Conversations, Personal Data contained in, and call records generated in connection with, such Conversations</li> </ul> <p>For the purposes of administering the Agreement:</p> <ul style="list-style-type: none"> <li>Personal Data relating to the Authority's staff, contractors, Sub-contractors, consultants or other employees</li> </ul> <p>For the Service:</p> <ul style="list-style-type: none"> <li>the duration of the Processing shall be the term of this Agreement and, in respect of the retention of records containing Personal Data, any further period for the retention of such records as may be specified in the Agreement.</li> </ul> <p>For the purposes of administering the Agreement:</p> <ul style="list-style-type: none"> <li>the duration of the Processing shall be up to six (6) Months after the expiry or termination of the Agreement.</li> </ul>
<p><b>The subject matter, nature and purpose of the Processing:</b></p>	<p>For the Service:</p> <ul style="list-style-type: none"> <li>recording and storage of Conversations</li> <li>analysis of use of the Services and associated traffic data for purposes of management reporting to the Authority</li> <li>storage of account information to provide telephony service</li> </ul> <p>For the purposes of administering the Agreement:</p> <ul style="list-style-type: none"> <li>storage of identifying information and contact information of Authority employees in order to provide support services</li> <li>use of each party's representatives' details for the purpose of administration and management of the Agreement</li> </ul>

<p><b>The type of Personal Data being Processed:</b></p>	<p>For the Service:</p> <ul style="list-style-type: none"> <li>• in relation to prisoners: prisoner pin number, name, account information, call records, dialled numbers, and if the prisoner is released on licence</li> </ul> <p>For the purposes of administering the Agreement:</p> <ul style="list-style-type: none"> <li>• in relation to Authority staff, contractors, Sub-contractors, consultants or other employees, contact information: name, business email address, business telephone number held for the purposes of administering the Service and supplying the System</li> </ul>
<p><b>The categories of Data Subjects:</b></p>	<p>For the Service:</p> <ul style="list-style-type: none"> <li>• Prisoners</li> </ul> <p>For the purposes of administering the Agreement:</p> <ul style="list-style-type: none"> <li>• Authority staff, contractors, Sub-contractors, consultants or other employees</li> </ul>
<p><b>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</b></p>	<p>For the Service:</p> <ul style="list-style-type: none"> <li>• the plan for return and destruction of data shall be as specified in this Agreement</li> </ul> <p>For the purposes of administering the Agreement:</p> <ul style="list-style-type: none"> <li>• the plan for return and destruction of data shall be as specified in this Agreement</li> </ul>

## Schedule 21 In-Cell Telephony Phase 4 Prisons

### PART 1: GENERAL TERMS

#### 1. Scope and interpretation

1.1 This Schedule applies to the provision of In-Cell Telephony at the Establishments set out in Annex 1 (Phase 4 Prisons) (the "**Phase 4 Prisons**").

1.2 In this Schedule the following terms have the meanings shown next to them.

**"Additional Charges"** means the additional charges as set out in Annex 2, which may be payable to the Contractor pursuant to Paragraph 4.1.1 (Access) and/or Paragraph 6.1.2 (Health and Safety) of Part 1 of this Schedule;

**"Deliver"** means hand over of the Phase 4 Assets to the Authority at the address and on the date specified in the PO (or otherwise in writing by the Authority) which includes unloading and any other specific arrangements agreed in accordance with Paragraph 6 of Part 2 of this Schedule and "Delivered" and "Delivery" are construed accordingly;

**"Effective Date"** means date upon which CCN 33 is countersigned by the Authority

**"Implementation Plan"** has the meaning given in Paragraph 8 of Part 1 of this Schedule;

**"In-Cell Payphones"** means Duet 210 handsets, each will

- (a) have the metal plate removed from the phone base; and
- (b) include holes for screw fixings filled with "Epoxy resin";

**"Minimum Period"** means the period from the Effective Date for the term of the Agreement

**"Payment Cap"** has the meaning given in Paragraph 3.1.4 of Part 1 of this Schedule;

**"Phase 4 Assets"** means the assets and equipment, including Hardware to be provided by the Contractor pursuant to this Schedule which will form an operating part of the System, as listed in Annex 2;

**"Phase 4 In-Cell Telephony Services"** means the Services to be delivered by the Contractor pursuant to this Schedule, including Delivery of Phase 4 Assets;

**"Registers"** has the meaning given in Schedule 14 (Exit Management)



<b>"Service Cap"</b>	has the meaning given in Paragraph 3.1.4 of Part 1 of this Schedule;
<b>"Sign Off Criteria"</b>	means the sign off criteria set out in the sign off/evidence section of Annex 2, and in the case of the 2 <sup>nd</sup> fix phase (as described in Annex 2) shall include the criteria set out in the physical examination section of the table at Paragraph 3.1.1 of Schedule 5 (Implementation); and
<b>"Working Hours"</b>	means the working hours agreed by the parties for each Establishment, this will be either seven and a half (7.5) or eight (8) hours per day, Monday to Friday between the hours of 7.30am and 5.30pm excluding bank holidays and public holidays.

- 1.3 If there is a conflict between (i) this Schedule and the remaining provisions of this Agreement, then in respect of the Phase 4 In-Cell Telephony Services this Schedule shall take precedence; and (ii) the main body of this Schedule and the Annexes, the provisions in the main body of this Schedule shall take precedence.

**2. Minimum Period of Service**

- 2.1 The Contractor shall provide the Phase 4 In-Cell Telephony Services at the Phase 4 Prisons for the Minimum Period.
- 2.2 Subject to Paragraphs 3.1.3 and 3.1.5 below, the Contractor shall use reasonable endeavours to complete the Phase 4 In-Cell Telephony Services and Delivery of Phase 4 Assets set out in Annex 2 (Schedule of Works) on or before 31 March 2019

**3. Charges**

- 3.1 The Contractor shall invoice the Authority pursuant to this Schedule as follows:
- 3.1.1 Charges for Phase 4 Assets shall be as set out in Annex 2 (Schedule of Works) to this Schedule. The Contractor may invoice for relevant Phase 4 Assets upon Delivery of the Phase 4 Assets to the appropriate Establishment.
- 3.1.2 Charges for installation Phase 4 In-Cell Telephony Services shall be calculated on a per Establishment or per cell phased basis as set out in Annex 2 (Schedule of Works) to this Schedule. The Contractor may invoice for installation Phase 4 In-Cell Telephony Services delivered upon written confirmation from the Authority that the applicable Sign Off Criteria have been met.
- 3.1.3 The Authority shall only be required to pay for work completed in accordance with Paragraphs 3.1.1 and 3.1.2 above on or before 31 March 2019. In accordance with Paragraph 3.1.4 below, prior to the Contractor incurring any costs relating to any chargeable Phase 4 In-Cell Telephony Services performed beyond this date the parties shall agree whether or not to proceed with the work and if it is to proceed, how the work will be funded
- 3.1.4 The parties acknowledge that the Authority is only authorised to make payments for the Phase 4 In-Cell Telephony Services of up to **REDACTED** (the "**Payment Cap**") Accordingly and notwithstanding the amounts set out in Annex 2

- (a) the total Charges payable by the Authority pursuant to this Schedule (including, for the avoidance of doubt, any Additional Charges) shall in no event exceed the Payments Cap, and
- (b) the Contractor shall only provide chargeable Phase 4 In-Cell Telephony Services (including Delivery of Phase 4 Assets) with a value up to the Payment Cap (the "**Services Cap**") [CCN 37 dated July 2019]

3.1.5 Should the Contractor become aware that it is able to Deliver chargeable Phase 4 In-Cell Telephony Services beyond the Services Cap on or before 31 March 2019, it shall promptly notify the Authority and the parties shall in good faith seek to agree an amendment to this Schedule to increase the Services Cap and Payment Cap.

3.2 For the avoidance of doubt, the provisions of Schedule 7 (Invoicing Procedures and Payment Terms), including Paragraphs 9, 10 and 11, shall apply to invoicing under this Schedule.

#### 4. **Access**

4.1 Subject to the provisions of this Agreement including Clause 31, the Authority will:

4.1.1 grant the Contractor reasonably necessary access to Phase 4 Prisons so that the Contractor can perform the Phase 4 In-Cell Telephony Services. Any failure on the part of the Authority to provide access may result in the application of Additional Charges and/ or delay to the provision of the Service, subject to the provisions of Paragraph 10 of this Part 1 below; and

4.1.2 make required security clearance reasonably available as required to enable the provision of the Phase 4 In-Cell Telephony Services including security passes and ID for individuals attending the Phase 4 Prisons.

#### 5. **Working Hours**

Unless otherwise stated within this Schedule or agreed between the parties, all works will be undertaken within Working Hours.

#### 6. **Health and Safety**

6.1 Without prejudice to the provisions of this Agreement including Clause 26:

6.1.1 each party shall notify the other of any health and safety hazards of which it becomes aware, in accordance with Clause 26; and

6.1.2 if the Contractor locates hazardous substances during the course of provision of the Phase 4 In-Cell Telephony Services the Contractor will notify the Authority. Responsibility for the removal of such substances remains at all times with the Authority. Additional Charges may be applied in circumstances where delays to the Implementation Plan occur as a result of removal, subject to agreement between the parties and to the provisions of Paragraph 10 of this Part 1 below.

#### 7. **Limitations**

7.1 For the purposes of the Phase 4 In-Cell Telephony Services set out in Annex 2, neither party is liable to the other for any of the following types of loss or damage whether direct, indirect

or consequential, howsoever arising under or in connection with such Services: loss of revenue; loss of goodwill; or loss, destruction or corruption of data.

8. **Implementation Plan**

- 8.1 An implementation plan for the provision of the Phase 4 In-Cell Telephony Services is attached at Annex 2 and may be subject to change by the mutual agreement of the parties in writing from time to time (the "**Implementation Plan**").

9. **Ownership of assets**

- 9.1 The Authority shall own the Phase 4 Assets provided by the Contractor pursuant to this Schedule in accordance with Paragraph 6 of Part 2 of this Schedule, and such assets shall form part of the System and be Authority Assets.

10. **Additional Charges and delays**

- 10.1 In the circumstances set out in Paragraphs 4.1.1 and 6.1.2 of this Part 1 above:

- 10.1.1 the Contractor shall use reasonable endeavours to minimise both delays and any amounts to be applied as Additional Charges;
- 10.1.2 Additional Charges shall be limited to amounts the Contractor incurs in accordance with Annex 2 as a direct result of the circumstances set out in Paragraphs 4.1.1 and 6.1.2 of this Part 1; and
- 10.1.3 Additional Charges shall be subject to and not exceed the caps set out in Annex 2, and in no event shall the total Additional Charges payable pursuant to this Schedule exceed the aggregate cap set out in Annex 2.

11. **Acceptance**

- 11.1 Acceptance of the System and Deliverables provided pursuant to this Schedule shall take place following completion of installation of the Phase 4 Assets at each Establishment, or as otherwise required by the Authority. The Acceptance Criteria shall be as set out in Schedule 5 (Implementation), Paragraph 3.1.1. The Contractor shall advise the Authority in writing that the relevant part of the System and/or Deliverables are ready for acceptance. The Authority will undertake acceptance testing and notify the Contractor in writing (i) if the Installation Acceptance Criteria have been successfully met (in which case the date on which the Authority provides such notice in writing shall be the applicable Acceptance Date), and/or (ii) if there are any discrepancies to the Installation Acceptance Criteria or other faults in the System or Deliverables. Any discrepancies and faults will be recorded and fixed by the Contractor within ten (10) Business Days of the notice from the Authority, at no cost to the Authority. If the Contractor fails to correct such discrepancies or faults within the ten (10) Business Days, the Authority shall have the right to either accept such part of the System or Deliverable as the Authority may decide, or, without prejudice to its other rights and remedies, to extend the period during which the Contractor shall correct the discrepancy and/or fault (at no cost to the Authority).

## **Part 2: The Phase 4 In-Cell Telephony Services**

### **1. Contractor obligations**

- 1.1 The Contractor shall provide the Phase 4 In-Cell Telephony Services and Deliver Phase 4 Assets at the Establishments set out in Annex 1 [CCN 39 dated 19 March 2020]

### **2. Authority obligations**

- 2.1 The Authority shall be responsible for using reasonable endeavours to ensure that at least fifty percent (50%) of the In-Cell Payphones are put into use by the Authority [CCN 39 dated 19 March 2020]

### **3. Not Applicable** [CCN 39 dated 19 March 2020]

### **4. Maintenance and Faults**

- 4.1 Subject to Paragraphs 4.2 and 4.3 below, the Contractor shall provide and maintain the elements of the System installed pursuant to this Schedule in accordance with Schedule 3 (The Services) and Schedule 4 (Service Levels), and with the exception of Paragraphs 6 and 7 to Schedule 3 which do not apply to the Phase 4 In-Cell Telephony Services, for the Minimum Period and Paragraph 6.1.4 of Schedule 4 (Service Levels) which shall not apply where the equipment is a Phase 4 Asset.
- 4.2 If any faults are due to a faulty In-Cell Payphone the Authority shall change the In- Cell Payphone and not report the fault to the Contractor's Helpdesk. All faulty In-Cell Payphones shall be kept by the Authority for inspection by the Contractor. The Contractor shall provide a buffer stock of ten percent (10%) In-Cell Payphones for this purpose. This stock shall be used for faulty units and not for instances of vandalism or misuse. The buffer stock shall be held on-site at the relevant Establishment. Without prejudice to Clause 17, it is the responsibility of the Authority to ensure safe keeping and inform the Contractor when the buffer stock needs replenishing.
- 4.3 The Contractor's obligations as set out in this Paragraph 4 (Maintenance and Faults) above are subject at all times to the Contractor having responsibility for management of the network which supports the In-Cell Telephony. Should responsibility for management of the network change for any reason whatsoever (and this Agreement has not terminated) the parties shall agree appropriate adjustments to this Paragraph 4 via the Change Control Procedure set out at Clause 36.

### **5. Replacement In-Cell Payphones**

The cost of a replacement In-Cell Payphone shall be **REDACTED** such price including Delivery to the Phase 4 Prisons. This rate is valid until 31st March 2020. For the avoidance of doubt, this replacement charge is only applicable where the Authority requests additional replacement In-Cell Payphones for reasons of vandalism, mis-use (or other circumstances in which the Authority is responsible for the costs of replacement of an In-Cell Payphone pursuant to Paragraph 6.4 below) or because additional volumes are required by the Authority, over and above the buffer stock described in Paragraph 4.2.

6. **Delivery, Title and Risk** [CCN 39 dated 19 March 2020]
- 6.1 Without prejudice to any other rights or remedies of the Authority, title and risk In the Phase 4 Assets shall pass to the Authority when Delivery is complete (including off-loading and stacking). Accordingly:
- 6.1.1 notwithstanding such passing of risk:
- (a) the Contractor shall be responsible for and make good at its own cost all loss of or damage to the Phase 4 Assets which arises from any act or omission of the Contractor or Its servants, agents or sub- contractors; and
  - (b) the Contractor shall maintain the Phase 4 Assets in accordance with Paragraph 4 of this Part 2, including (without limitation) correcting faults (including (without limitation) all faults arising by reason of the manufacture and/or installation of the Phase 4 Assets) by repairing or replacing any faulty Phase 4 Asset, at no charge to the Authority;
- 6.1.2 without limiting its obligations under Paragraph 4 of this Part 2, the Contractor shall pass through to the Authority without charge the benefit of all manufacturers warranties in respect of the Phase 4 Assets; and
- 6.1.3 subject to Paragraphs 6.1.1 and 6.1.2 in this Part 2 above the parties acknowledge and agree that the circumstances described at Clause 17 of the Agreement may not be the sole circumstances in which the Authority is liable for the cost of making good any loss of the Phase 4 Assets.
- 6.2 The issue by the Authority of a receipt note for Delivery of the Phase 4 Assets does not constitute any acknowledgement of the condition, quantity or nature of those Phase 4 Assets or the Authority's acceptance of them
- 6.3 The Contractor warrants, represents and undertakes that the Phase 4 Assets are free from defects, are of satisfactory quality, conform with specification supplied by or on behalf of the Contractor and are fit for purpose. If the Phase 4 Assets do not comply with these requirements then, without limiting any of Its other rights or remedies implied by statute or common law, the Authority may request the Contractor, free of charge, to deliver substitute Phase 4 Assets within the timescales specified by the Authority and/or to require the Contractor, free of charge, to repair or replace the rejected Phase 4 Assets.
- 6.4 The Contractor warrants that at the date of Delivery it has full clear and unencumbered title to all the Phase 4 Assets and that It has full and unrestricted right, power and authority to sell, transfer and deliver all of the Phase 4 Assets to the Authority.
- 6.5 Where agreed by the parties subject to Clause 36 (Modifications) or where required in accordance with Schedule 14 (Exit Management) responsibility for the maintenance and management of the Phase 4 Assets shall pass to the Authority or the Replacement Contractor (as appropriate). The Contractor warrants, represents and undertakes that at such transfer date (i) the Phase 4 Assets are compliant with all applicable law relating to health and safety within prisons and in relation to prisoners; and (ii) the Contractor shall (where possible) pass to the Authority or the Replacement Contractor (as appropriate) without charge the benefit of all manufacturers warranties in relation to the Phase 4 Assets.
- 6.6 Not used

- 6.7 All assets provided by this CCN 47 have been delivered to the Authority and no further assets are outstanding.
- 6.8 Each party will at the request of the other party at its own cost do everything necessary to give the other the full benefit of this Paragraph 6, including (without limitation) use of the Phase 4 Assets by the Authority to receive Replacement Services.
- 7. **Registers**
- 7.1 Solely in relation to this Schedule, the Contractor shall be responsible for maintaining a complete and accurate Register of the Authority Assets set out in Annex 2 - Phase 4 Assets detailing their: make, model and asset number, the duration of the manufacturer/relevant Hardware supplier warranty, the Establishment to which they are Delivered by the Contractor and use (including technical specifications where available).

**Annex 1 to Schedule 21**

**Phase 4 Prisons completed pursuant to CCN 47**

**Summary**

**REDACTED**

**Annex 2 to Schedule 21** [deleted by CCN 39]



**Schedule 22 In-Cell Telephony Morton Hall** [added by CCN 50 dated July 2021]**HMP Morton Hall**

The conditions of this Schedule are specific to the provision of Services at HMP Morton Hall, Swinderby, Lincoln, LN6 9PT. Where there is a conflict between the Agreement and CCN 50, then CCN 50 shall take precedence.

**1. The Services and Hardware**

1.1 The Contractor will provide the Authority with the Services consisting of In-Cell Telephony, wing phones, workstations and System Hardware as listed in Paragraph 1.3.

1.2 The Contractor will provide the Services into the following areas at HMP Morton Hall as per the table below:

Wing/Block	No of Cells	Staff to Cell Outlets	Wing PIN phones
Torr	48	1	2
Sharman	73	1	3
Johnson	72	1	3
Fry	80	1	4
Windsor	80	1	4
CSU & Health	6	3	1
Admin	0	4	0
OMU/Security/SO /Property	0	11	0
Orderly	0	2	0
Activities	0	2	0
Control ( Gatehouse	0	0	0
Total	359	27	17

1.3 The Contractor shall provide the following Hardware;

PIN phone System Hardware	
REDACTED	REDACTED

**2. Cabling Requirements**

2.1 The Contractor shall provide and install Fibre and CAT 6 cabling into the areas listed in Paragraph 1.2. In line with the Authority's specification for In-Cell Telephony the Contractor shall provide a dual outlet to the consolidation point within the riser with both Cat 6 cables terminated within the riser and the data cabinet, One cable will then be installed into each cell from one port of the consolidation point, the other port left for future use.

2.2 The cabling scope of works shall be carried out as specified in the cabling scope of works within the proposal for the provision of the PIN phone System and In-Cell Telephony into Morton Hall dated 26<sup>th</sup> June 2021

3. **Anti-Pick**

- 3.1 The Contractor shall apply Sikudur 33 Antipick to the in-cell trunking, conduit and backbox with the cells. The application of Sikudur Antipick is not required on any landing areas

4. **Firestopping**

- 4.1 Upon completion of works all new penetrations created in risers and within cells will be fire sealed by the Contractor with a suitably rated sealant. Material data sheets to be provided before commencement of works for approval. All holes will be created at a minimum dimension to ensure the minimum of sealant is required. Any existing penetrations used by this project which were not previously fire stopped must be made good by fire stopping. Fire stopping must comply with relevant requirements of LCPB / LPS 1531 / Building Regulations (Regulation 7) & Approved Document B & Chapter 10 of the infrastructure guide. At the end of the project & as part of the project closure meeting the supplier must provide "Self Certification" in the form of an email stating that the fire stopping complies with the above regulations.

5. **Charges**

**REDACTED**

- 5.1 The Services will commence following completion of the installation works at the Establishments.

6. **Installation**

- 6.1 The Contractor shall endeavour to complete the installation activities for the Service at HMP Morton Hall within twenty one (21) weeks of installation commencement subject to the Authority at the Establishment shall be undertaken between Monday to Friday ( excluding public and bank holidays) between the hours of 08:30 hours and 16:30 hours.
- 6.2 The Authority shall be responsible for permitting the Contractor access to the Establishment in order to install the Service in accordance with the implementation plans that are to be agreed between the parties.
- 6.3 The Services will commence following completion of the installation works at the Establishments.

7. **Maintenance and Faults**

- 7.1 The Contractor shall provide and maintain the elements of the System installed pursuant to this Schedule in accordance with Schedule 3 (the Services) and Schedule 4 (Service Level).

8. **Delivery, Title and Risk**

- 8.1 **REDACTED**

**REDACTED**

8.2.1 **REDACTED**

8.2.2 **REDACTED**

- 8.3 **REDACTED**

- 8.4 The contractor warrants that it has full and clear unencumbered title to all hardware, and it has unrestricted right, power and authority to sell, transfer and deliver hardware to the Authority.
- 8.5 Where agreed by the parties subject to Clause 36 (Modifications) or where required with Schedule 14 (Exit Management) responsibility for the maintenance and management of the hardware shall pass to the Authority or the Replacement Contractor (as appropriate). The Contractor warrants, represents and undertakes that such transfer date (i) the hardware are compliant with applicable law relating to health and safety within prisons and in relation to prisoners; and (ii) the Contractor shall (where possible) pass to the Authority or the Replacement Contractor (as appropriate) without charge the benefits of all manufacturers warranties in relation to hardware.
- 9. **Registers**
  - 9.1 Solely in relation to this Schedule, the Contractor shall be responsible for maintaining a complete and accurate Register, of the hardware and Authority Assets, detailing their make, model and asset number, the duration of the manufacturers/ relevant hardware supplier warranty, (including any technical specification where available)

**Schedule 23    Sensitive Terms**

This Schedule 23 contains the Secure Amendments as described in Annex A to Schedule 3. The classified version of Schedule 23 to this Agreement has been initialled on 30 September 2022 by a representative of the Contractor and is hereby incorporated by reference into this Agreement

## Schedule 24 Corporate Social Responsibility

### 1. Definitions

In this Schedule 24, the expressions set out below shall have the meanings ascribed thereto:

**"Government Buying Standard"** means a UK Government buying standard included at <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs> as replaced or updated from time to time.

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

### 2. Supplier Code of Conduct

- 2.1 The Contractor must comply with, and ensure that its Sub-contractors comply with, the provisions of the Code.
- 2.2 The Contractor acknowledges that the Authority may have additional requirements in relation to corporate social responsibility. The Contractor must comply, and ensure that its Sub-contractors comply, with such corporate social responsibility requirements as the Authority may notify to the Contractor from time to time.

### 3. Equality

- 3.1 The Contractor must, so far as practicable, fulfil its obligations under this Agreement in a way that seeks to:
  - 3.1.1 eliminate discrimination, harassment or victimisation of any kind;
  - 3.1.2 advance equality of opportunity and foster good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### 4. Modern Slavery, Child Labour and Inhumane Treatment

- 4.1 The Contractor:
  - 4.1.1 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
  - 4.1.2 warrants that 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 offenses anywhere around the world;
  - 4.1.3 must not use, must not allow its Sub-contractors to use, forced, bonded or involuntary prison labour;
  - 4.1.4 must not require, and must ensure that any Sub-contractor does not require, any Contractor Personnel to lodge deposits or identify papers with their employer;

**IN STRICTEST CONFIDENCE**

- 4.1.5 must allow, and ensure that any Sub-contractors allow, Contractor Personnel to leave their employment after giving reasonable notice;
- 4.1.6 must make reasonable enquires to ensure that its officers, employees and subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 4.1.7 must have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015;
- 4.1.8 must include in its contracts with Sub-contractors anti-slavery and human trafficking provisions;
- 4.1.9 must implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a contract;
- 4.1.10 must ensure that its slavery and human trafficking statement prepared under section 54 of the Modern Slavery Act (as from time to time updated or replaced) complies with all statutory guidance applicable at the time the statement is prepared and published in any registry operated by the UK government for such statements.
- 4.1.11 must not use, and must not allow its Sub-contractors or Contractor Personnel to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment, verbal abuse, or other forms of intimidation of its employees or subcontractors;
- 4.1.12 must not use, or allow its Sub-contractors to use, child or slave labour;
- 4.1.13 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-contractors to the Authority and the Modern Slavery Helpline.

**5. Income Security**

**5.1 The Contractor shall:**

- 5.1.1 pay and ensure that Sub-contractors pay Contractor Personnel wages and benefits for a standard working week that meet, at a minimum, national legal standards in the country of employment;
- 5.1.2 provide, and ensure that Sub-contractors provide, all Contractor Personnel with written and understandable information about their wages and employment conditions before they commence employment;
- 5.1.3 provide, and ensure that Sub-contractors provide, all Contractor Personnel with written and understandable information about the particulars of their wages for the pay period concerned each time that they are paid;
- 5.1.4 not make deductions, and ensure that Sub-contractors do not make deductions, from wages:
  - 5.1.4.1 as a disciplinary measure

- 5.1.4.2 except where permitted by law; or
- 5.1.4.3 without expressed permission of the worker concerned;
- 5.1.5 record, and ensure that all Sub-contractors record, all disciplinary measures taken against Contractor Personnel; and
- 5.1.6 engage Contractor Personnel, and ensure that Sub-contractors engage Contractor Personnel, under a recognised employment relationship established through national law and practice.

## **6. Working Hours**

### **6.1 The Contractor shall:**

- 6.1.1 ensure that the working hours of Contractor Personnel comply with national laws, and any collective agreements;
- 6.1.2 that the working hours of Contractor Personnel, excluding overtime, shall be defined by contract, and shall not exceed forty eight (48) hours per week unless the individual has agreed in writing;
- 6.1.3 ensure that use of overtime used responsibly, taking into account:
  - 6.1.3.1 the extent;
  - 6.1.3.2 frequency; and
  - 6.1.3.3 hours worked;by individuals and by the Contractor Personnel as a whole;

### **6.2 The total hours worked in any seven (7) day period by any individual member of the Contractor Personnel shall not exceed sixty (60) hours, except where covered by Paragraph 6.3 below.**

### **6.3 The working hours of any individual member of the Contractor Personnel may exceed sixty (60) hours in any seven (7) day period only in exceptional circumstances where all of the following are met:**

- 6.3.1 this is allowed by national law;
- 6.3.2 where applicable, this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- 6.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 6.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

### **6.4 All Contractor Personnel shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.**

## **7. Sustainability**

**IN STRICTEST CONFIDENCE**

- 7.1 The Contractor shall comply with any Government Buying Standard applicable to the Services.



## **Schedule 25 Insurance Requirements**

### **1. OBLIGATION TO MAINTAIN INSURANCES**

- 1.1 Without prejudice to its obligations to the Authority under this Agreement, including its indemnity and liability obligations, the Contractor shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Contractor shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are:
  - 1.3.1 of good financial standing;
  - 1.3.2 appropriately regulated;
  - 1.3.3 regulated by the applicable regulatory body and is in good standing with that regulator; and
  - 1.3.4 except in the case of any Insurances provided by an affiliate of the Contractor, of good repute in the international insurance market.
- 1.4 The Contractor shall ensure that the public and products liability policy shall contain an indemnity to principals Clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Agreement and for which the Contractor is legally liable.

### **2. GENERAL OBLIGATIONS**

- 2.1 Without limiting the other provisions of this Agreement, the Contractor shall:
  - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Contractor is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

**3. FAILURE TO INSURE**

- 3.1 The Contractor shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Contractor has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority will notify the Contractor and give the Contractor a reasonable opportunity to investigate and, if required, take steps to ensure its Insurances complies with this Agreement.
- 3.3 In the event that the Contractor fails to comply with Paragraph 3.2 above, the relevant Authority may elect (but shall not be obliged), following written notice to the Contractor to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.

**4. EVIDENCE OF INSURANCES**

- 4.1 The Contractor shall upon request by the Authority, provide its standard form, to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contractor of any of its liabilities and obligations under this Agreement.

**5. CANCELLATION**

- 5.1 Subject to Paragraph 6.2, the Contractor shall notify the Authority in writing at least five (5) Business Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 5.2 Without prejudice to the Contractor's obligations under Paragraph 4, Paragraph 6.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

**6. INSURANCE CLAIMS, PREMIUMS AND DEDUCTIBLES**

- 6.1 In the event that the Authority receives a claim relating to or arising out of the Services and/or this Agreement, the Contractor shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 6.2 The Contractor shall maintain a register of all claims under the Insurances in connection with this Agreement and shall allow the Authority to review such register at any time.
- 6.3 Where any Insurance requires payment of a premium, the Contractor shall be liable for and shall promptly pay such premium.
- 6.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

### **Annex 1: Required Insurances**

Professional indemnity insurance with cover (for a single event or a series of related events and in the annual aggregate) of not less than **REDACTED** ;

Public liability insurance with cover (for a single event or a series of related events) of not less than **REDACTED** and

Employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than **REDACTED**

**Schedule 26    Commercially Sensitive Information**

<b>No.</b>	<b>Date</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>
1	Commencement of the Extension Term.	Security Management Plan	Extension Term plus two (2) years.
2	Commencement of the Extension Term.	Implementation Plan(s).	Extension Term.
3	Commencement of the Extension Term.	Test specifications / Plans / Reports provided by the Contractor.	Extension Term.
4	Commencement of the Extension Term.	Information produced by the Contractor in connection to the Dispute Resolution process.	Extension Term plus two (2) years.
5	Commencement of the Extension Term.	Exit Plan(s) provided by the Contractor.	Extension Term.
6	Commencement of the Extension Term.	BC/DR Plan provided by the Contractor.	Extension Term.
7	Commencement of the Extension Term.	The outcome, including any written reports, of any audits conducted.	Extension Term.
8	Commencement of the Extension Term.	Any information submitted by the Contractor, or contained in any change control documents, in each case which falls within the categories of information already set out in this table.	Determined by the category of the information, as agreed in each change control note.
9	Commencement of the Extension Term.	The Contractor's Proposal including technical information, High Level Designs, Low Level Designs and Establishment Low Level Designs.	Extension Term.
10	Commencement of the Extension Term.	Charges applicable during the Extension Term other than the aggregate total Agreement or the published call rates available to prisoners only.	Extension Term plus two (2) years.

**Schedule 27 Business Continuity and Disaster Recovery Plan** **REDACTED**