# SCHEDULE 4

# STANDARDS

# Schedule 4 (*Standards*)

## 1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

| | |
|---|---|
| **"Accessibility Statement"** | means the assessment statement required to be published pursuant to the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018; |
| **"Pre-existing Devices"** | means the electronic monitoring devices provided by the Incumbent Suppliers and deployed as at the Effective Date in the field with Device Wearers until the end of their Monitoring Requirement; |
| **"Standards Hub"** | the Government's open and transparent standards adoption process as documented at http://standards.data.gov.uk/; |
| **"Suggested Challenge"** | a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub; and |
| **"UKCA"** | means UK Conformity Assessed. |

## 2 GENERAL

2.1 In this Schedule, the Supplier shall ensure that all relevant obligations are passed through, as appropriate, to its Key Sub-contractors and it shall manage those obligations as its own.

2.2 Throughout the Term, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Authority's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.

2.3 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Authority's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.

2.4 Where Standards referenced conflict with each other or with Good Industry Practice, then where there is a conflict between Standards the later published Standard shall prevail and where there is a conflict

between Standards and Good Industry Practice, Good Industry Practice shall prevail unless the relevant Standard in question is mandatory under Law. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

## 3 TECHNOLOGY AND DIGITAL SERVICES PRACTICE

3.1 The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at https://www.gov.uk/service-manual/technology/code-of-practice.html.

## 4 OPEN DATA STANDARDS & STANDARDS HUB

4.1 The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.

4.2 Without prejudice to the generality of Paragraph 2.3, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution where there is a requirement under this Contract or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at http://standards.data.gov.uk/). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government's IT infrastructure and the suggested open standard.

4.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

## 5 TECHNOLOGY ARCHITECTURE STANDARDS

5.1 The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with the following:

(a) Open Group Architecture Framework 9.2 or any successor thereof for all service designs;

(b) Business Process Modelling Notation (BPMN) 2.0 or any successor thereof for process designs and models;

(c) Unified Modelling Language (UML) 2.5 or any successor thereof for any and all systems designs; and

(d) Good Industry Practice.

5.2 Initial technical architecture documentation will be required in the agreed format and as per the Implementation Plan approved by the Authority.

5.3 Subsequent changes and developments to the technical architecture and associated documentation shall be managed, as necessary, through the Authority's assurance and governance processes.

## 6 ACCESSIBLE DIGITAL STANDARDS

6.1 The Supplier shall comply with (or with equivalents to):

(a) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA;

(b) the European standard for digital accessibility, EN 301549; and

(c) ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

6.2 The Supplier must ensure that any websites and mobile applications provided and/or developed in the provision of the Services comply with the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018, including:

(a) meeting accessibility standards; and

(b) publishing an Accessibility Statement.

## 7 SERVICE MANAGEMENT SOFTWARE & STANDARDS

7.1 Subject to Paragraphs 2 to 4 (inclusive), the Supplier shall use and maintain relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:

(a) ITIL v4;

(b) ISO/IEC 20000-1 2018 "Information technology — Service management – Part 1";

(c) ISO/IEC 20000-2 2019 "Information technology — Service management – Part 2";

(d) ISO 10007: 2017 “Quality management systems – Guidelines for configuration management”; and

(e) ISO 22313:2020 “Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301” and, ISO/IEC 27031:2011 and ISO 22301:2019.

7.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including without limitation ITILv4 practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management.

## 8 SUSTAINABILITY

8.1 The Supplier warrants that it has obtained relevant Environment Management System ("**EMS**") certified to ISO 14001 or an equivalent certification from a UKAS accredited body or equivalent accredited body and shall comply with and maintain certification requirements throughout the Term. Where the Supplier has not obtained ISO 14001 or equivalent certification upon the Service Commencement Date they shall warrant to achieve such accreditation no later than eighteen (18) months from the first Operational Service Commencement Date.

8.2 The Supplier shall proactively deliver the Services having regard to the Authority’s commitment to, and need for, operational delivery that minimises the environmental impact of such delivery and in compliance with the Annex to this Schedule.

8.3 The Supplier shall consider the impact of climate change on the delivery of the Services and, as a minimum, shall give consideration to such factors within its Service Continuity Plan developed pursuant to Paragraph 2 of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning).

8.4 The Supplier shall comply with the environmental requirements set out in Schedule 8 (*Supplier Solution*).

## 9 SOCIAL VALUE

9.1 The provisions of this Paragraph 9 are without prejudice to the Supplier’s obligations under Clause 35 (*Compliance*).

9.2 The Supplier shall proactively ensure that it and its Key Sub-Contractors undertake activities which demonstrate:

(a) understanding of the modern slavery risks and issues relevant to the contract and the workforce;

(b) measures to identify, mitigate and manage modern slavery risks relating to the contract and how these will be implemented;

(c) that their respective contract workforces:

(i) has access to an independent democratic trade union or other forms of worker representation;

(ii) has access to grievance mechanisms to report incidents or suspected incidences of modern slavery relating to the contract through whistleblowing and reporting, including:

(A) receive induction on workplace rights.

(B) has access to modern slavery training; and

(d) practices for the contract which mitigate and manage modern slavery risks including:

(i) pre-employment checks;

(ii) recruitment practices and workplace conditions;

(iii) training and education - raising awareness and training employees and staff employed in the supply chain about modern slavery; and

(iv) how these risks flow down the supply chain and are monitored.

9.3 As a minimum, the Supplier shall, in alignment with the Authority's commitment to promoting social value, seek to ensure it performs the Services in accordance with Part 3 of Schedule 8 (*Supplier Solution*).

9.4 The Supplier shall report, in a format agreed with the Authority, upon each anniversary of the Effective Date (or as otherwise reasonably requested for the purposes of wider Cabinet Office reporting) against the social value requirements below:

| **Social Value theme** | **Reporting requirement** |
|---|---|
| Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce. | Number and Percentage of all companies in the supply chain under the contract to have committed to the five foundational principles of good work. |

| | |
|---|---|
| | Number of staff completing modern slavery-related training and education events and courses. |
| | % completion of annual modern slavery training (rolling) |

## 10 PUBLIC SECTOR EQUALITY DUTY

10.1 The Supplier shall support the Authority in fulfilling the Authority's Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that the Supplier fulfils its obligations under the Contract in a way that seeks to:

(a) eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

(b) advance:

(i) equality of opportunity; and

(ii) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, gender, sexual orientation, and marriage and civil partnership) and those who do not share such protected characteristic.

10.2 The Supplier shall ensure that it fulfils its obligations under the Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

10.3 In delivering the Service, the Supplier will comply with the Authority's equality, diversity and inclusion requirements the prevailing version of which can be found at Civil Service Diversity and Inclusion Strategy 2022-2025 (publishing.service.gov.uk).

10.4 In addition to its obligations under the Equality Act 2010, the Supplier shall take account of the neurodiversity needs of the Authority's staff, stakeholders and Device Wearers in performing the Services.

## 11 ELECTRONIC MONITORING DEVICES

11.1 From 31 December 2024, the Supplier must ensure that all new Devices must be UKCA marked. By exception, and where agreed in advance by the Authority in writing, the Supplier may until 31 December 2027 affix the UKCA marking on an accompanying document or label; thereafter all new Devices must be UKCA marked. For the avoidance of doubt, any Pre-existing Devices with the CE mark are permitted until their end of life.

11.2 In addition to the requirements in Paragraph 11.1, the Supplier shall ensure that the new Devices shall also comply with the following; (or subsequent versions thereof):

(a) BS EN 71-1:2011 Sections 8.11, 8.12 and 3.15;

(b) Electromagnetic Compatibility Regulations 2016;

(c) ETSI EN300 2201-1;

(d) EN 301 489-1;

(e) EN 301 489-3;

(f) Low Voltage Directive (LVD 2014/35/EU);

(g) BS EN 62479:2010;

(h) RoHS Directive (2011/65/EU);

(i) the restriction of the use of certain hazardous substances in electrical and electronic equipment regulations 2012;

(j) IEC 60950-1 or, if withdrawn in the United Kingdom as part of the IEC Standards withdrawal in the wider EU, IEC 62368-1;

(k) BS EN 62133:2017;

(l) Waste Electrical and Electronic Equipment Directive (EC Directive 2012/19/EU);

(m) for all Fitted Devices, IP67 as a minimum;

(n) BS10008; and

(o) ANSI/NIST-ITL 2011/AN-2013.

11.3 The Supplier shall ensure that the Devices meet the required physical attributes and standards set out in Device section of Schedule 2 (Services Description) in addition to the following:

(a) when the clearance between the edges of lapped joints exceeds 0.7mm the edge of the Device shall comply with BS EN71-1:2011 for sharp edges. For the avoidance of doubt, exposed screws, rivets, or other fastenings shall be free from burrs or sharp edges;

(b) Devices shall become detached at a load between 500N and 600N. Devices shall not become easily detached during normal day-to-day use;

(c) Devices shall have strap lengths which can fit both children (over the age of twelve) and adults. If longer Straps are required, these shall be supplied on request with Clips fitted; and

(d) both Strap ends shall lock into different sides of the Device with no tail.

11.4 The Supplier shall supply ergonomically designed Devices which fit securely at all times, other than when exposed to Device Wearer interference.

## 12 GENERAL OPERATIONAL STANDARDS

12.1 The Supplier warrants that it has obtained ISO 9001 certification from an accredited body and shall comply with and maintain such certification requirements throughout the Term. Where the Supplier has not obtained ISO 9001 certification upon Effective Date, it must achieve such accreditation no later than twelve (12) months from the first Operational Service Commencement Date.

12.2 The Supplier warrants that it either has obtained ISO 44001 certification or shall, as a minimum, work within the spirit of such principles with the Authority, the Authority's stakeholders, and with other suppliers, whether sub-contracted or otherwise, connected with the delivery of electronic monitoring services throughout the Term.

## 13 HARDWARE SAFETY STANDARDS

13.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:

(a) any hardware required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;

(b) any audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;

(c) any laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and

(d) any apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.

13.2 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied

under this Contract in accordance with the relevant health and safety regulations.

## 14 SUPPLIER CODE OF CONDUCT

14.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

*https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf*

14.2 The Authority expects to meet, and expects the Supplier and Subcontractors to meet, the standards set out in that Code.

## ANNEX 1: SUSTAINABILITY

### 1 DEFINITIONS

1.1 In this Annex, the following definitions shall apply:

| | |
|---|---|
| **"Permitted Item"** | means those items which are permissible under this Contract to the extent set out in Table B of this Annex; |
| **"Prohibited Items"** | means those items which are not permissible under this Contract as set out at Table A of this Annex; |
| **"Sustainability Reports"** | written reports to be completed by the Supplier containing the information outlined in Table C of this Annex; |
| **"Waste Hierarchy"** | means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:<br>(a) Prevention;<br>(a) Preparing for re-use;<br>(b) Recycling;<br>(c) Other Recovery; and<br>(d) Disposal. |

### 2 ENVIRONMENTAL REQUIREMENTS

2.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.

2.2 In performing its obligations under the Contract, the Supplier shall:

(a) demonstrate 'low carbon' resource efficiency, including minimising the use of resources and responding promptly to the Authority's reasonable questions. This shall include reducing and minimising carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the workforce are recruited and emissions from offices and on-site equipment;

(b) prioritise waste management in accordance with the Waste Hierarchy as set out in Law;

(c) be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken from the Supplier's premises by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law;

(d) ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal; and

(e) in circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency; minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment.

2.3 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority (where the anticipated Charges in any Contract Year are above REDACTED per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish within six (6) months from Effective Date, and subsequently maintain and re-publish, a credible Carbon Reduction Plan in accordance with PPN 06/21.

2.4 The Supplier shall not provide to the Authority Goods or Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.

2.5 The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Contract unless:

(a) it is a Permitted Item; or

(b) the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Services.

2.6 The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Services.

2.7 The Supplier shall ensure that any Services are designed, sourced and delivered in a manner which is environmentally and socially responsible.

2.8 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority:

(a) demonstrate that the whole life cycle impacts (including end of use) associated with the Services that extend beyond direct operations into that of the supply chain have been considered and reduced;

(b) minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems; and

(c) achieve continuous improvement in environmental performance.

2.9 The Supplier shall inform the Authority within one (1) Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked.

2.10 The Supplier shall support the Authority in its commitment to the Government Greening Commitments by:

(a) undertaking a baseline exercise within the six (6) month period following the first Operational Services Commencement Date and producing a roadmap and action plan, including targets, within one (1) further month, demonstrating how the Supplier will progress towards a net zero delivery model throughout the life of the Contract;

(b) preventing any ICT equipment used within and during the Services from going to landfill;

(c) using an asset log to demonstrate 100% traceability of ICT, including Monitoring Equipment, throughout the Contract; and

(d) utilizing renewable energy and/or carbon neutral suppliers in the delivery of the Services.

2.11 The Supplier shall meet the applicable Government Buying Standards applicable to Services which can be found online at:

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

## 3 REPORTING REQUIREMENTS

3.1 Notwithstanding Paragraph 3.2 below, the Supplier shall comply with reasonable requests by the Authority for information evidencing compliance:

(a) with Paragraphs 2.1 to 2.5 and 4 of this Annex within fourteen (14) days of such request; and

(b) with Paragraphs 2.2, 2.3 and 2.6 to 2.11 of this Annex within thirty (30) days of such request.

provided that such requests are limited to no more than two (2) per Contract Year.

3.2 The Supplier shall complete the Sustainability Report in relation its provision of the Services under this Contract and provide the Sustainability Report to the Authority on the date and frequency outlined in Table C of this Annex.

**TABLE A – PROHIBITED ITEMS**

| | |
|---|---|
| **The following consumer single use plastics are Prohibited Items:** | **Catering**<br><br>a. Single use sachets e.g. coffee pods, sauce sachets, milk sachets<br>b. Take away cutlery<br>c. Take away boxes and plates<br>d. Cups made wholly or partially of plastic<br>e. Straws<br>f. Stirrers<br>g. Water bottles |
| | **Facilities**<br><br>a. Single use containers e.g. hand soap, cleaning products<br>b. Wipes containing plastic |
| | **Office Supplies**<br><br>a. Plastic envelopes<br>b. Plastic wrapping for brochures<br>c. Paper or card which is bleached with chlorine |
| | **Packaging**<br><br>a. Single use plastic packaging from deliveries where avoidable e.g. shrink-wrapped packaging from office supplier or facilities products.<br>b. Single use carrier bags |
| **Authority specific Prohibitions** | None |
| **Project specific Prohibitions** | None |

**TABLE B – PERMITTED ITEMS**

| | |
|---|---|
| **Authority Permitted Items** | None |
| **Project Specific Permitted Items** | None |

**TABLE C – SUSTAINABILITY REPORTS**

| Sustainability Report Name | Content of Report | Frequency of Report |
|---|---|---|
| **Sustainability - General** | a. the key sustainability impacts identified;<br>b. sustainability improvements made;<br>c. actions underway or planned to reduce sustainability impacts;<br>d. contributions made to the Authority's sustainability policies and objectives, including but not limited to carbon footprint data associated with the Services;<br>e. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Supplier's operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and<br>f. risks to the Service and Subcontractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks. These shall be updated, as appropriate, in the Service Continuity Plan. | On the anniversary of the first Operational Service Commencement Date |
| **Waste created** | By type of material the weight of waste categories by each means of disposal in the Waste Hierarchy with separate figures for disposal by incineration and landfill. | On the anniversary of the first Operational Service Commencement Date |
| **Waste permits** | Copies of relevant permits and exemptions for waste, handling, storage and disposal. | On the anniversary of the first Operational Service Commencement |

| | | |
|---|---|---|
| | | Date and within ten (10) Working Days of any change or renewal to license or exemption to carry, store or dispose waste |
| **Recycled waste** | By type of material the weight or volume of recycled equipment | On the anniversary of the first Operational Service Commencement Date |
| **Greenhouse Gas Emissions** | Detail the Scope 1 and Scope 2 GHG emissions associated with the delivery of the Contract including, but not limited to, manufacturing activity.<br><br>Scope 3 emissions to be reported as required (Optional)<br><br>Emissions reporting should be in accordance with established best practice and internationally accepted standards.<br><br>Greenhouse gas reporting from emissions sources (Scope 1, Scope 2 and Scope 3), and specific activities as requested by the Authority. This may include activities such as transportation, energy use and waste disposal. | On the anniversary of the first Operational Service Commencement Date |
| **Water Use** | Volume in metres cubed. | On the anniversary of the first Operational Service Commencement Date |
| **Transport Use** | a. miles travelled by transport and fuel type in delivery of the Services<br>b. resulting Green House Gas (GHG) emissions using agreed Conversion Factors | On the anniversary of the first Operational Service Commencement Date |

| | | |
|---|---|---|
| **Materials (i.e. electronic monitoring devices and base units)** | Materials usage, including:<br>a. type of material used;<br>b. quantity or volume of material used; and<br>c. amount of recycled/recovered material used | On the anniversary of the first Operational Service Commencement Date |