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Electronic Monitoring Collaboration Agreement

(1) THE MINISTRY OF JUSTICE
(2) SERCO LIMITED
(3) G4S MONITORING TECHNOLOGIES LTD

Dated 27 OCtober 2023

DLA PIPER

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This Collaboration Agreement is made on 27 October 2023

Parties

(1) **THE SECRETARY OF STATE FOR JUSTICE** (the "**MoJ**"); and

(2) Each **EM SUPPLIER** that, in each case, has separately executed this Collaboration Agreement or a valid Accession Letter in the form set out in Schedule 6 (*Accession*) of this Collaboration Agreement.

Background

A MoJ has, as part of its Electronic Monitoring Expansion and Future Service Programme ("**EMFS**"), engaged certain EM Suppliers to deliver various elements of the EMFS.

B MoJ also has existing arrangements in place with EM Suppliers in respect of the delivery of certain EM services (**"Existing EM Services"**).

C In order to promote the seamless delivery of EMFS, the Parties have recognised the need to work together collaboratively on the terms set out in this Collaboration Agreement.

Agreed terms

1 Purpose

1.1 Each Party recognises that collaborative working will be key to the successful delivery of the EMFS. Whilst each Party has its own individual skills, capabilities and expertise, each Party acknowledges that in order to maximise the likelihood of success of the required EM Services, a level of reliance on the other Parties (to a greater or lesser extent) is required in order to support delivery of its contractual obligations. Accordingly, in consideration of the mutual obligations of the Parties set out in this Collaboration Agreement, each Party agrees to comply with the provisions set out herein.

1.2 The Parties acknowledge and agree that MoJ's requirements for collaboration of its EM Supplier base, as set out in this Collaboration Agreement, are driven by MoJ's operational strategic objectives, which are as follows:

(a) **grow confidence in community supervision** – EM will be a robust and meaningful option for courts, police and probation to enhance and improve compliance with community requirements;

(b) **help rehabilitate monitored persons to reduce the risk of reoffending and improve public protection** – monitored persons have the space, structure and incentives to change behaviour and greater clarity of detection for non-compliance;

(c) **integrate electronic monitoring into the work of partner agencies (especially probation) to enhance the management of offenders**;

(d) **deliver electronic monitoring as an intelligent, data driven service** – MoJ, the police, courts and stakeholders know what works to deliver MoJ's strategic aims; and

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(e) **deliver an effective, value for money and flexible electronic monitoring service** – continuously improve and innovate EM to meet MoJ's strategic aims and respond to changes in offending,

(together the **"Strategic Objectives"**). Each of the Strategic Objectives are further detailed in the MoJ business case and other documentation in respect of EMFS.

1.3 The EM Suppliers further acknowledge and agree that the Strategic Objectives are likely to be updated from time to time by MoJ and as such MoJ's approach to collaboration shall evolve accordingly. Any changes to this Collaboration Agreement shall be dealt with in accordance with Clause 12. All references in this Collaboration Agreement to the Strategic Objectives shall be to such Strategic Objectives as may be updated from time to time.

1.4 The purpose of this Collaboration Agreement is to facilitate and encourage collaborative working by:

(a) outlining certain Collaborative Behaviours that each Party will demonstrate when complying with their obligations under their respective Services Agreements and this Collaboration Agreement;

(b) outlining specific collaborative activities that the Parties will undertake (these activities distinguish between operational collaboration and strategic collaboration); and

(c) describing how Collaborative Behaviours will be monitored and measured and, where necessary, follow-up action in relation thereto facilitated.

1.5 The Parties acknowledge and agree that each EM Supplier shall enter into or accede to (as appropriate) this Collaboration Agreement:

(a) as and when such EM Supplier enters into a Services Agreement in respect of EMFS (as appropriate); or

(b) as and when a supplier of Existing EM Services agrees to enter into this Collaboration Agreement.

It is further acknowledged and agreed, therefore, that, initially, this Collaboration Agreement may only be entered into as between MoJ and a single EM Supplier. Notwithstanding this, such EM Supplier shall comply with each of the provisions of this Collaboration Agreement that are applicable to it, having regard to the number of EM Suppliers appointed by MoJ at that time.

1.6 The EM Suppliers may, if they so wish, enter into separate ways of working arrangements or agree specific terms of reference which outline, in greater detail, how the EM Suppliers will work with one another in respect of the delivery of the EM Services (which may include, for example, details of where each EM Supplier is to be situated, preferred locations for meetings, identified points of contact, processes for dealing with any behavioural issues, communications policies etc) provided such terms in no way vary or conflict with the terms of this Collaboration Agreement or the EM Suppliers' respective Services Agreements. There is no obligation on the EM Suppliers to put such arrangements in place, however if the EM Suppliers choose to do so, the EM Suppliers shall share a copy of the relevant ways of working/terms of reference documentation that has been agreed between the EM Suppliers with MoJ as soon as reasonably practicable following their agreement, together with any updates to the same that may be made from time to time.

2 Collaborative Behaviours

2.1 All Parties commit to adopting and displaying (and shall so adopt and display) the collaborative principles and behaviours set out in the Committed Behaviours Document (which will, for the

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sake of completeness, be signed by each Party on entry into the Collaboration Agreement). This obligation shall commence for each Party as soon as the Party has entered into or acceded to (as appropriate) this Collaboration Agreement.

2.2 The Parties acknowledge and agree that the Committed Behaviours Document may be updated from time to time in accordance with the provisions of Clause 12.

3 Operational collaboration

3.1 Operational collaboration focuses on those collaborative activities required to ensure successful day to day delivery of the EMFS.

Implementation

3.2 Each Party recognises that part of the success of the provision of the EM Services will hinge on the willingness of each Party to interact proactively, flexibly and collaboratively with other Parties to deliver on objectives, identify issues and work to meet the resolution of such issues.

3.3 The EM Suppliers shall work together to ensure that their respective Implementation Plans are cognisant of and consistent with each other's Implementation Plans. Without prejudice to the foregoing, each EM Supplier shall, upon the request of MoJ and/or another EM Supplier, review, contribute to and discuss an EM Supplier's Implementation Plan with the relevant EM Supplier and/or MoJ.

3.4 The Parties acknowledge and agree that the FMS Supplier is required, pursuant to the terms of its Services Agreement, to produce an Overarching Project Implementation Plan. The other EM Suppliers shall provide such information as the FMS Supplier may require to assist it in the production of the same. In the event that an EM Supplier makes any changes to its own Implementation Plan, it shall ensure that such changes are consistent, and in alignment, with the provisions of the Overarching Project Implementation Plan.

3.5 The Parties further acknowledge and agree that the FMS Supplier is also required, pursuant to the terms of its Services Agreement, to produce an overarching test strategy and test plan(s) for the delivery of the EM Services. The EM Suppliers shall each ensure that their respective test strategies and test plans are cognisant of and consistent with the overarching test strategy and test plan(s).

3.6 Each Party recognises that it will not always be possible to comprehensively prescribe every requirement at the outset and that circumstances will change and issues will arise throughout Implementation.

Dependencies and Interface management

3.7 The Parties recognise that the EM Services as a whole are collectively comprised of elements to be delivered by each EM Supplier and certain activities for which responsibility is retained by MoJ. Without prejudice to the requirements set out in the Services Agreements in respect of Implementation, the Parties acknowledge and agree that there shall be a dependencies register which shall set out:

(a) those obligations which each EM Supplier will be required to and shall deliver upon and following entry into its Services Agreement (which shall, for the avoidance of doubt, apply both during Implementation (in respect of EMFS) and thereafter (during the remainder of the Term)) to facilitate the overall delivery of the EM Services; and

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(b) the specific responsibilities of and activities to be undertaken by MoJ to facilitate the overall delivery of the EM Services,

(the **"Dependencies Register"**).

3.8 The first Dependencies Register is set out in Schedule 4 (*Dependencies Register*) of this Collaboration Agreement.

3.9 The Parties acknowledge and agree that each time that a new EM Supplier is appointed by MoJ, the Dependencies Register may need to be updated to reflect the involvement of such new EM Supplier in the provision of the EM Services. Accordingly, each EM Supplier agrees that (subject to the provisions of Clause 3.10 below) it shall work together with MoJ and each other EM Supplier to refresh and update the Dependencies Register promptly, as required, following the appointment of each new EM Supplier.

3.10 The FMS Supplier (once appointed) will manage and maintain an up-to-date version of the Dependencies Register. When a new supplier of EM Services becomes a Party to this Collaboration Agreement, the FMS Supplier (once appointed) will update the Dependencies Register to reflect any consequential changes that might be required.

3.11 Each EM Supplier will be responsible for liaising with the other relevant Parties in connection with the achievement of each dependency that is applicable to it as listed in the Dependencies Register.

3.12 If a Party identifies a requirement for a new dependency or believes a change is required to a dependency (it being acknowledged and agreed that it is likely that there will be a need for a change to the dependencies at the end of Implementation as the EM Services then move into live running), then that Party will raise the need for the new dependency or change (as appropriate) as soon as it is able to with the Parties' Collaboration Leads and then at the next scheduled Change Delivery Board. Where the Change Delivery Board determines:

(a) a Bilateral Change is required, the relevant Parties will follow the Change Control Procedure under the relevant Services Agreement; or

(b) a Multi Party Change is necessary, the Parties will follow the Multi Party Change Control Procedure accordingly.

3.13 From the Commencement Date, progress against, and achievement of each of the dependencies listed in, the Dependencies Register will be reviewed monthly (and more frequently, as required) at meetings of the Service Delivery Board in order to (amongst other things) provide each of the Parties with an early view of potential delays in the delivery of Milestones and to allow the Parties to work collaboratively to limit any impact of any issues to other Parties.

3.14 Each Party will report to the other Parties fortnightly, and again by no later than five Working Days before the next scheduled meeting of the relevant board (referred to in Clause 3.13 above) on the status of the dependencies that are assigned to it in the Dependencies Register, identifying any forecast delays. The Parties shall work collaboratively to resolve any potential delays and/or problems in achieving any dependency.

3.15 The Parties acknowledge and agree that they are required under the terms of the relevant Services Agreements to provide or integrate with certain Interfaces. The EM Interface Schema in Schedule 3 provides an overview of the relevant Interfaces applicable to the EM Services. Within the EM Interface Schema, the column titled:

(a) "Who will present the data" lists the Party responsible for providing data to an Interface

(b) "Who will consume it" lists the Party responsible for providing Interfaces;

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(c) "How frequently will it need to be accessed" outlines how often such input/output is expected;

(d) "What type of information would be included" outlines the expected information to be provided as an input or output; and

(e) "End state expectation" outlines the method in which the Interface is to be fulfilled.

Transfer of staff

3.16 Each EM Supplier acknowledges and agrees that they have obligations to MoJ in respect of the transfer of staff pursuant to the Employment Regulations as further detailed in their respective Services Agreements. Each EM Supplier agrees to work with other EM Suppliers, to the extent required, in order to effect the smooth transfer of staff in accordance therewith.

Shared Performance Indicators

3.17 The EM Suppliers acknowledge and agree that whilst MoJ has elected, as at the Commencement Date, not to include any shared performance indicators (being performance indicators that each EM Supplier needs to achieve in order for all of the EM Suppliers to achieve the relevant performance indicator (**"Shared Performance Indicator"**)) in this Collaboration Agreement and/or the Services Agreements, MoJ may consider the potential for the introduction of the same in the future.

3.18 In the event that MoJ does elect to introduce any Shared Performance Indicators following the Commencement Date:

(a) the parties shall agree the extent of any such Shared Performance Indicators through the Multi Party Change Control Procedure; and

(b) the provisions of Clauses 3.19 and 3.20 shall apply.

3.19 Where Shared Performance Indicators are introduced by MoJ pursuant to and in accordance with Clause 3.18, the Parties acknowledge and agree that the provisions that deal with compliance with such Shared Performance Indicators and the consequences of failing to comply with such Shared Performance Indicators shall, in each case, be set out in the relevant Services Agreements.

3.20 Adopting the Collaborative Behaviours:

(a) the EM Suppliers will work together to achieve any and all Shared Performance Indicators. Each EM Supplier will proactively inform the other EM Supplier(s) of any issues which might prevent them from delivering their element of a Shared Performance Indicator and resolve those issues promptly and effectively; and

(b) MoJ will carry out any specific Authority Responsibilities which relate to the services measured by any Shared Performance Indicators.

Change control

3.21 The Parties recognise that changes to the EM Services are inevitable as MoJ's requirements evolve over time, for example in response to new technologies, policies or legislation. This will demand flexibility and responsiveness from the Parties.

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3.22 To that end, the Parties have agreed to a Multi Party Change Control Procedure. In complying with their respective obligations under the Multi Party Change Control Procedure, each Party will:

(a) avoid using Change as an excuse to re-open negotiations or to remedy unfavourable positions;

(b) be flexible, transparent, benefit focussed and cost conscious in response to Change;

(c) work together collaboratively to inform, impact and resolve Change in the most cost effective manner; and

(d) wherever possible seek to absorb Change within existing resources and arrangements before resorting to formal contractual action.

Dealing with Service Issues

3.23 The Services Agreements set out a number of processes for the remediation of any Service Issues which arise in the delivery of the EM Services. The EM Suppliers recognise that particular Service Issues may require them to work together to resolve those Service Issues and as such each EM Supplier commits to adopting a 'fix first, find fault later' approach to dealing with Service Issues, including but not limited to the following activities:

(a) prompt notification of Service Issues to MoJ and to (as appropriate) the MDSS Supplier or the FMS Supplier (in its role as MoJ's service integrator) and, where appropriate, notification to other EM Suppliers;

(b) prioritise achieving solutions to Service Issues over seeking to blame any other parties;

(c) cultivate a 'no blame' culture when identifying and dealing with Service Issues;

(d) support and contribute to investigations by another EM Supplier and MoJ to resolve Service Issue investigations; and

(e) work with EM Suppliers (including, in respect of the MDSS Supplier and other EM Suppliers, working closely with the FMS Supplier as MoJ's service integrator) to resolve Service Issues, providing information and support as necessary.

3.24 The EM Suppliers acknowledge and agree that restoration and continuity of the EM Services is the fundamental objective of MoJ in the event of any Service Issues arising and, in respect of the EM Suppliers' obligations under Clause 3.23, the EM Suppliers are required to co-ordinate their own resource in order to work together to achieve that objective. Without prejudice to the FMS Supplier's service integration responsibilities as set out in its Services Agreement, each EM Supplier shall only be expected to bear the costs incurred in discharging its own obligations pursuant to Clause 3.23.

3.25 Where an EM Supplier is required under a Services Agreement to produce a Rectification Plan, the other EM Suppliers will on request review, contribute to and discuss that plan with the relevant EM Supplier and/or MoJ in circumstances where the performance of their EM Services may be impacted.

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4 Strategic collaboration

4.1 Strategic collaboration focuses on the ways in which the Parties can work together to deliver innovation, continuous improvement and efficiency gains.

Scene setting

4.2 MoJ shall provide to each of the EM Suppliers a high level statement of its plans, priorities and strategy for EMFS and areas that it wishes to explore in respect of service enhancement (including continuous improvement of the EM Services and potential innovations in the EMFS space) (**"MoJ Service Priorities"**) in order to support and guide the EM Suppliers in connection with their obligations set out in this Clause 4.

4.3 MoJ will provide periodic updates to the EM Suppliers on the MoJ Service Priorities (as it is acknowledged and agreed that these shall develop during the Term) in order to assist and inform strategic collaboration.

Innovation

4.4 MoJ requires that its EM Suppliers propose improvements to the EM Service during the Term, including in respect of the data, technology, research and practice that underpin the EM Service and how the Strategic Objectives and the MoJ Service Priorities might be achieved. MoJ considers these changes to be "innovations" which are to be distinguished from continuous/services improvements (incremental improvements to the EM Services during the Term). MoJ considers that innovations would include changes that:

(a) sustain a product or service through significant improvements to benefits and which may require business change (e.g. new ways to use radio frequency tagging data to assist police in the efficient apprehension of monitored persons);

(b) are disruptive, in that they bring about a significant change in how objectives are achieved (e.g. non-fitted devices); and/or

(c) are radical (e.g. by creating a new use or market and which might require a significant change to policy and/or practice. An example of this is alcohol monitoring).

4.5 Each Party will nominate a senior representative (its "**Innovation Sponsor**") to champion innovation. The Parties' Innovation Sponsors will attend meetings of the Service Delivery Board.

4.6 The EM Suppliers shall, by a date which is no later than the end of the first quarter following the first Operational Service Commencement Date, produce a plan for submission to the Service Delivery Board (which shall, as a minimum, have regard to the high level requirements set out in Clause 4.8) outlining specific joint innovation initiatives which the EM Suppliers propose to undertake (**"Joint Innovation Plan"**). In the event that there is a gap between the dates on which the first Operational Service Commencement Date applicable to the EM Suppliers occur, the first appointed EM Supplier shall produce the first version of the "Joint Innovation Plan" but that this shall be updated by a date which is no later than the end of the first quarter following the first Operational Service Commencement Date applicable to the second appointed EM Supplier to outline specific joint innovation initiatives that the EM Suppliers intend to work on together.

4.7 The Joint Innovation Plan shall include sufficient detail to enable consideration by the Service Delivery Board (as envisaged by Clauses 4.9 to 4.12 (inclusive)).

4.8 The EM Suppliers shall ensure that each Joint Innovation Plan:

(a) addresses the Strategic Objectives;

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(b) addresses the MoJ Service Priorities;

(c) takes into account and builds upon the EM Suppliers' individual innovation plans which were submitted to MoJ as part of the EM Suppliers' tender documentation;

(d) shall align with the EM Suppliers' Annual Services Improvement Plans in accordance with the provisions of Clause 4.15;

(e) independently suggests additional ideas for innovation and service improvement that may not have been considered by MoJ;

(f) sets out, at a high level, their plans for innovation and service improvement:

(i) for the next 12 month period; and

(ii) more broadly, for the remainder of the Term;

(g) is not solely focussed on technology; it should also address innovations in data, research, practice and procedure (amongst other things);

(h) seeks to cultivate innovation across a broad EM community (for example, including academics and justice system stakeholders); and

(i) takes into account and addresses MoJ's wider business plan and roadmap for electronic monitoring.

4.9 The Service Delivery Board shall have the right to provide comments to the EM Suppliers on their Joint Innovation Plan. The EM Suppliers shall consider and have due regard to any such comments and shall update the Joint Innovation Plan to address such comments.

4.10 Where the Service Delivery Board wishes to pursue a proposal that has been outlined in a Joint Innovation Plan (for example to commission a feasibility study or pilot project), it shall notify the EM Suppliers and the EM Suppliers will establish a joint innovation team to progress the proposal (using existing resources wherever possible).

4.11 MoJ will review and provide guidance to support the development of the proposal. Where a proposal is accepted by MoJ, any consequential Changes to the Services Agreement(s) will be agreed via:

(a) in the case of Bilateral Change(s), the Change Control Procedure under the relevant Services Agreements; and

(b) in the case of Multi Party Changes, the Multi Party Change Control Procedure.

4.12 The EM Suppliers shall, on a quarterly basis, provide an update to the Service Delivery Board on progress against their proposals, the effectiveness of their proposals (with appropriate reasoning) and/or any interim changes that they consider need to be made to the Joint Innovation Plan.

4.13 The EM Suppliers shall, by a date which is no later than the end of the first quarter following each anniversary of the first Operational Service Commencement Date (and more frequently should MoJ reasonably request), produce an updated Joint Innovation Plan for submission to the Service Delivery Board. Each update to the Joint Innovation Plan shall:

(a) meet the requirements set out in this Clause 4; and

(b) address any feedback and/or requests that the Service Delivery Board has provided on the Joint Innovation Plan in the preceding 12 month period.

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4.14 For the avoidance of doubt, to the extent that any Intellectual Property Rights are created as a result of the development of a proposal for innovation, the provisions of Schedule 32 (Intellectual Property Rights) of the Services Agreements shall apply.

Services Improvement

4.15 The Parties acknowledge and agree that each EM Supplier is required pursuant to the provisions of clause 8 of their respective Services Agreements to produce an annual services improvement plan (**"Annual Services Improvement Plan"**). The obligations of the EM Suppliers to consider and pursue innovation pursuant to the provisions of Clauses 4.4 to 4.13 (inclusive) of this Collaboration Agreement shall be without prejudice to that requirement and the EM Suppliers shall ensure that each Joint Innovation Plan shall align with the EM Suppliers' Annual Services Improvement Plans.

4.16 Each EM Supplier shall, upon the request of either MoJ and/or another EM Supplier, feed into and/or review and/or provide feedback on any Annual Services Improvement Plan that may be prepared in connection with the EM Services.

5 Embedding collaboration

Sub-contractors

5.1 Whilst Sub-Contractors will not be required to sign this Collaboration Agreement, it is acknowledged and agreed that the EM Suppliers shall ensure that all of their respective Key Sub-contractors (and shall use reasonable endeavours to procure that all of their other Sub-Contractors):

(a) are made aware of and agree to adopt the Collaborative Behaviours and sign the Committed Behaviours Document; and

(b) where necessary, feed into and support:

(i) (and where required, send an appropriate representative to attend) the governance meetings envisaged and required by this Collaboration Agreement;

(ii) the Multi Party Change Control Procedure;

(iii) the remediation of service delivery issues;

(iv) strategic collaboration initiatives; and

(v) any other necessary aspects of this Collaboration Agreement that require the input of Sub-Contractors.

Stakeholders

5.2 MoJ will circulate the Collaborative Behaviours to the EMFS stakeholders and each of the Service Recipients so that such EMFS stakeholders and Service Recipients:

(a) understand the basis upon which the EM Suppliers will be working together in collaboration, alongside MoJ, to deliver the EM Services; and

(b) can be encouraged to adopt the Collaborative Behaviours (or behaviours which are substantively similar) in their dealings with the EM Suppliers.

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Reference sites

5.3 Wherever an EM Supplier is asked for a reference site or referee in relation to a Comparable Project, that EM Supplier shall be obliged to include MoJ as one of its proposed reference sites or referees and MoJ agrees that it will then provide the requested response in connection with the Comparable Project. In providing its response, MoJ shall have particular regard to the relevant EM Supplier's approach to adopting the Collaborative Behaviours set out in and otherwise complying with the provisions of this Collaboration Agreement.

Industry events

5.4 Each EM Supplier will provide marketing and technical support for industry events relevant to EM Services (only where and to the extent that MoJ and the relevant EM Supplier have agreed that such support is necessary) on reasonable prior notice by MoJ to the EM Supplier.

Executive engagement

5.5 Each EM Supplier will provide the opportunity for senior executive engagement between MoJ and that EM Supplier to discuss the Collaborative Behaviours.

Secondments

5.6 The Parties shall give due and careful consideration as to whether the use of secondments (both between EM Suppliers and between MoJ and EM Suppliers) would be a mechanism through which collaboration and knowledge transfer between the Parties can be fostered and promoted. Should the Parties agree to pursue secondments, any necessary arrangements (including in respect of any costs associated with the relevant proposals) shall be agreed and clearly documented in writing between the participating Parties.

Co-location

5.7 Without prejudice to the requirements of the Services Description set out in the relevant Services Agreements, each EM Supplier shall use reasonable endeavours to provide a co-location space consisting of a number of hot desks within its facilities for staff of each of the other Parties to use. The EM Suppliers shall discuss and (subject to the provisions of Clause 5.8) agree any requirements in respect of and arrangements for co-location with the other EM Suppliers.

5.8 The EM Suppliers shall notify MoJ of any co-location proposals as soon as reasonably practicable following the development of such proposals. MoJ shall have the right to provide comments to the EM Suppliers on such proposals and the EM Suppliers shall consider and have due regard to any such comments and shall update their proposals to address such comments. The EM Suppliers shall:

(a) ensure that MoJ is notified of any final agreed co-location arrangements; and

(b) make all co-location space available for use by MoJ personnel.

6 Governance

6.1 Each Party will appoint a suitably senior lead officer who shall be accountable, and act as an escalation point, for issues related to the Collaborative Behaviours and the remainder of the obligations in this Collaboration Agreement ("**Collaboration Lead**"). The Collaboration Leads shall attend meetings of the Service Delivery Board.

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6.2 Collaboration between the Parties and in particular the adoption of the Collaborative Behaviours will be reviewed at each meeting of the Service Delivery Board (as further described in Clause 7).

6.3 The Collaboration Leads for the EM Suppliers shall:

(a) meet regularly, and at least prior to each meeting of the Service Delivery Board, to discuss collaboration and resolve any collaboration related problems;

(b) if requested by MoJ from time to time, participate in any Multi-Party Dispute Resolution Procedure, and attend meetings of appropriate Boards in relation thereto; and

(c) be listed as "Key Personnel" in the relevant Services Agreement.

6.4 MoJ may ask an EM Collaboration Lead to deal directly with an EM Supplier in place of MoJ in connection with any matters that would be deemed to be classified as an Operational Change. For the avoidance of doubt, this provision shall not authorise an EM Collaboration Lead to deal directly with an EM Supplier on any matters other than those which would be classified as an Operational Change, in respect of which MoJ retains its authority and discretion.

6.5 MoJ shall encourage and facilitate adoption of the collaboration principles and Collaborative Behaviours within the wider stakeholder community.

7 Measuring collaboration

7.1 Each Party will complete a review of its own behavioural performance and also the behavioural performance of the other Parties every 6 months, commencing at the end of the 6 month period which follows the Commencement Date (each a **"Behaviour Review Period"**). The Parties acknowledge and agree that the purpose of Behavioural Performance Scoring is to identify areas in which the Parties are working well and areas in which the Parties are not working well and in particular, in respect of the latter, to facilitate an action plan where poor scores have been identified or there is a disconnect in the scoring across the board between the Parties.

7.2 Unless agreed otherwise between the Parties, the timetable for the review of the Behavioural Performance Scoring is as follows:

(a) self-assessment (by a Party of itself) and reciprocal assessment (by a Party of the other Parties) will be carried out by each Party no later than ten (10) Working Days prior to the end of each Behaviour Review Period using the scoring matrix and template scorecard set out in Schedule 5 (*Behavioural Performance Scoring*) of this Collaboration Agreement;

(b) completed scoring documentation (based on the template scorecard set out in Part 2 (Template Scorecard) of Schedule 5 (*Behavioural Performance Scoring*) of this Collaboration Agreement) will be provided by each EM Supplier and MoJ no later than five (5) Working Days prior to the end of each Behaviour Review Period. Each Behavioural Objective in the Behavioural Performance Scoring criteria has a scoring table, with an overall scoring table to record the total number of points earned. The scoring tables are set out in Schedule 5 (Behavioural Performance Scoring) of this Collaboration Agreement;

(c) MoJ will send their completed scoring documentation to each EM Supplier's Collaboration Lead; and

(d) each EM Supplier will send their completed scoring documentation to MoJ's Collaboration Lead.

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7.3 Each Party shall provide reasonable evidence to support the scoring that they have given. Evidence should be collected by the Parties throughout the relevant Behaviour Review Period. In relation to each score given, at least one piece of evidence is required to support the assessment of the relevant Party. Evidence to support the scoring contained in the completed scorecard can consist of the following (either in isolation, or in combination with one another and, for the avoidance of doubt, evidence shall be provided to support both positive behaviours and negative behaviours (or behaviours requiring improvement)):

(a) written feedback from service users, senior stakeholders, other suppliers and other third parties who are recipients or are connected with the delivery of the EM Services: feedback may include e-mail or other written correspondence, and/or or a brief report that summarises the details of an event (or series of events), the relevant Party's contribution to the events or sequence of events, and how that Party facilitated and enabled or conversely hindered the process;

(b) evidential material, being relevant material, documents or other evidence generated within the normal sequence of carrying out the activity; and

(c) other output performance metrics or other objective and factual material that is pertinent to the situation in question.

7.4 In circumstances where there is a discrepancy in scoring between the Parties, or where a Party has received consistently low scores (scoring a three (3) or below for the majority of the scores given to that Party), the Parties shall, by a date which is no later than the end of the three (3) month period that follows the end of the Behaviour Review Period:

(a) work together to identify relevant areas that the Parties need to work on (**"Behaviour Action Areas"**) in order to improve their relationships; and

(b) jointly create an action plan addressing each of the Behaviour Action Areas which seeks to build upon positive behaviours and improve upon negative behaviours or behaviours requiring improvement (**"Behaviour Action Plan"**).

7.5 If any Party, acting reasonably, identifies repeated problems with the behaviours demonstrated by another Party, such Party shall be entitled to escalate the matter to the next scheduled meeting of the SDB for consideration and appropriate action and/or direction.

7.6 Any particular behavioural issues (including Behaviour Action Areas stemming from negative behaviours) attributed to a particular EM Supplier shall be considered during that EM Supplier's annual review that shall take place pursuant to the governance requirements of the relevant Services Agreements. Equally, positive behaviours shall also be considered during the course of the annual review.

7.7 It is acknowledged and agreed that MoJ may ask a third party (for example, Cabinet Office) to help facilitate its assessment of the EM Suppliers' behaviour pursuant to this Clause 7.

7.8 An assessment of a Party's behaviour pursuant to this Clause 7 shall include an assessment of the behaviour of any Sub-Contractor that the Party uses in its delivery of the EM Services and the behaviour of any such Sub-Contractor shall be taken into account when determining the overall behavioural score of a Party (albeit that MoJ shall have regard to whether the Sub-Contractor is a Key Sub-Contractor or an other Sub-Contractor when reviewing behavioural scores and any potential Behaviour Action Plan which may be required as a result).

7.9 For the avoidance of doubt, each EM Supplier shall be responsible for driving its own (and its Sub-Contractors'), and not any other EM Supplier's, organisation's behaviours and ensuring compliance with the behavioural requirements set out in this Collaboration Agreement. Without prejudice to the FMS Supplier's overarching responsibilities as service integrator:

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(a) the FMS Supplier shall not be responsible for each EM Supplier's compliance with the behavioural requirements set out in this Collaboration Agreement; and

(b) MoJ shall have oversight of each EM Supplier's approach to the Committed Behaviours and shall monitor and facilitate the review of the same pursuant to this Clause 7.

8 Liabilities

8.1 Any liability between MoJ and each EM Supplier arising in connection with this Collaboration Agreement shall count towards, be subject to and governed by the applicable limit of liability provision in the relevant EM Supplier's Services Agreement.

8.2 The EM Suppliers shall have no rights or remedies against each other under this Collaboration Agreement, in contract, indemnity, breach of statutory duty, in tort (including negligence) or otherwise, except in respect of breaches by other EM Suppliers of Clause 9 (*Confidentiality*) or Clause 10 (*Intellectual Property Rights*).

8.3 No EM Supplier shall be liable under this Collaboration Agreement to another EM Supplier or MoJ for any Indirect Losses or consequential losses.

8.4 Any dispute between MoJ and any EM Supplier shall be governed by the Dispute Resolution Procedure in the relevant Services Agreement.

9 Confidentiality

9.1 The Parties agree that the provisions of this Collaboration Agreement shall not be treated as Confidential Information and may be disclosed without restriction, provided that prior to such disclosure MoJ may, at its sole discretion, in whole or in part, redact information as it deems appropriate.

9.2 The Parties shall keep confidential all Confidential Information received by one Party from any other Party relating to the provision of the EM Services and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any such Confidential Information.

9.3 Clause 9.2 shall not apply to:

(a) any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Collaboration Agreement for the performance of those obligations;

(b) any matter which a Party can demonstrate is already or becomes widely available in the public domain otherwise than as a result of a breach of this Clause 9;

(c) any disclosure to enable a determination to be made under the Dispute Resolution Procedure;

(d) any disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or parliamentary obligation placed upon the Party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law or if not having the force of law, compliance with which is in accordance with the general practice of persons subject to the stock exchange or governmental or regulatory authority concerned;

(e) any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party;

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(f) any provision of information to the Party's own legal, financial or insurance advisers;

(g) any disclosure by MoJ of information relating to the operation of this Collaboration Agreement and such other information as set out in the relevant schedules of each Services Agreement for the purpose of conducting a due diligence exercise, to any proposed new EM supplier and its advisers, should MoJ decide to retender any and/or all of the Services Agreements (in whole or in part) subject to such proposed new EM supplier entering into a confidentiality undertaking with MoJ on terms similar in all material respects to those set out in this Clause 9; and/or

(h) any disclosure of information by MoJ to any other department, office or agency of the Government or their respective advisers or to any person engaged in providing services to MoJ for any purpose related to or ancillary to this Collaboration Agreement.

9.4 Where disclosure is permitted under Clause 9.3 other than Clauses 9.3(b),9.3(d) or 9.3(e), the Party providing the information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Collaboration Agreement.

9.5 Nothing in this Collaboration Agreement or the disclosures envisaged by this Clause 9 shall (except as expressly agreed otherwise) operate to transfer, or operate as a grant of any licences, to any Intellectual Property Rights in the Confidential Information.

9.6 The undertakings and other provisions of this Clause 9 shall survive expiry or termination of this Collaboration Agreement and shall continue in force until 6 years after the expiry or termination of this Collaboration Agreement, but shall cease to apply to information which may enter the public domain otherwise than through the unauthorised disclosure by or fault of the recipient of the Confidential Information or by a person with whom such recipient is connected in any way.

9.7 Each Party acknowledges that damages alone may not be an adequate remedy in the event of breach by any other Party of the provisions of this Clause 9. Accordingly, it is agreed that any Party shall be entitled, without proof of special damages, to seek an injunction or other interim remedy for any threatened or actual breach of this Clause 9, without prejudice to any other rights and remedies which that Party may have.

10 Costs

10.1 For the avoidance of any doubt, the EM Suppliers shall not be entitled to raise any additional charges to MoJ in relation to compliance with their obligations set out in, and MoJ shall not be obliged to pay for any costs incurred by an EM Supplier in relation to, this Collaboration Agreement.

11 Intellectual property rights

11.1 Except as expressly provided in a Services Agreement, all Intellectual Property Rights vested in a Party prior to its respective Accession Date shall remain vested in that Party.

11.2 Any licence of an EM Supplier’s Intellectual Property Rights which may necessarily be required by another EM Supplier solely for the purpose of enabling such EM Supplier to perform its obligations under its Services Agreement will be dealt with in accordance with the EM Suppliers’ respective Services Agreements.

11.3 If, and only to the extent to which, a licence to use another EM Supplier’s Intellectual Property Rights is required to enable the discharge of the EM Suppliers’ obligations under this Collaboration Agreement (for example, the use of an EM Supplier’s logo on the Joint Innovation Plan) then each of the EM Suppliers grants to each of the other EM Suppliers a non-transferable, non-exclusive, royalty free licence (carrying the right to grant sub-licences to

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their respective Sub-Contractors) to use such of their Intellectual Property Rights that are necessarily required by such EM Suppliers solely for the purposes of their performance of their obligations in this Collaboration Agreement. Such licensed Intellectual Property Rights shall not be exploited by the licensee EM Suppliers for any other business purpose. Each of the EM Suppliers shall ensure that it obtains all necessary licences, permissions and consents to ensure that it can make their Intellectual Property Rights available to the other EM Suppliers on these terms.

11.4 Any licences granted under Clause 11.3 shall be for the duration of the relevant licensor's participation in this Collaboration Agreement. For the avoidance of any doubt, except where the licensee is in breach of the terms of the licence set out in Clause 11.3, if the licence set out in Clause 11.3 is revoked by the licensor whilst the licensee still has need to use such Intellectual Property Rights for the purpose of performing its obligations in this Collaboration Agreement, then MoJ shall (to the extent that it has the right to use and to sub-licence such Intellectual Property Rights pursuant to the terms of the Services Agreements) sub-licence the licensee to continue to use such Intellectual Property Rights on the same terms as Clause 11.3.

12 Variations

No variation of this Collaboration Agreement will be valid unless it is in writing and signed by or on behalf of all Parties.

13 Succession

References to a public organisation (including MoJ) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation.

14 Accession arrangements

As noted in Clause 1.5 above, it is acknowledged that, as at the Commencement Date, the initial Parties to this Collaboration Agreement may comprise MoJ and a single EM Supplier. Following the Commencement Date, MoJ shall require any further EM Suppliers to accede to this Collaboration Agreement by entering into an Accession Letter.

15 Assignment

The rights and obligations of any Party under this Collaboration Agreement shall not be assigned, novated or otherwise transferred to any person other than a person acquiring the rights and obligations of the relevant Party under any of the Services Agreements unless otherwise agreed by the Parties in writing.

16 Severability

If any term, condition, Clause or provision contained in this Collaboration Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, Clause or provision shall, to that extent be omitted from this Collaboration Agreement and not affect the validity, legality or enforceability of the remaining parts of this Collaboration Agreement.

17 Termination

17.1 This Collaboration Agreement may be terminated prior to the Expiry Date:

(a) by the written agreement of all of the Parties; or

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(b) by MoJ serving not less than one hundred and twenty (120) days' written notice upon the other Parties stating that MoJ is terminating this Collaboration Agreement.

17.2 An EM Supplier shall cease to be a party to this Collaboration Agreement:

(a) upon the termination (howsoever caused) or expiry of its Services Agreement; or

(b) by the written agreement of all of the Parties (including the EM Supplier concerned).

18 Entire Agreement

18.1 Except where expressly provided in this Collaboration Agreement, this Collaboration Agreement constitutes the only agreement between the Parties in connection with its specific subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the specific subject matter of this Collaboration Agreement.

18.2 The Parties acknowledge that the Collaboration Agreement and the Services Agreements are separate, although interrelated, contracts.

18.3 Each Party acknowledges that in entering into this Collaboration Agreement it has not relied upon any collateral warranties, collateral contracts, statements, representations or undertakings, whether oral or written, which were made by or on behalf of any other Party in relation to the subject-matter of this Collaboration Agreement (together "**Pre-Contractual Statements**") and which are not set out in this Collaboration Agreement or, as between MoJ and each EM Supplier, in the relevant Services Agreement.

18.4 Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.

18.5 Nothing in this Clause shall exclude or restrict the liability of any Party arising out of its fraud or fraudulent misrepresentation.

19 Notices

All notices required to be issued under this Collaboration Agreement shall be in writing and served by sending the same by first class post or by hand, leaving the same at the relevant address specified in this Collaboration Agreement or a relevant Accession Letter.

20 Dispute Resolution Procedure

If a Dispute arises out of or in connection with this Collaboration Agreement, the Parties shall follow the Dispute Resolution Procedure set out in the relevant Services Agreement.

21 Governing Law and Jurisdiction

21.1 This Collaboration Agreement and any contractual or non-contractual obligations arising from or connected with it shall be governed by English law and this Collaboration Agreement shall be construed in accordance with English law.

21.2 Each of the Parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

21.3 This Agreement may be executed in any number of counterparts, and by the parties as separate counterparts but will not be effective until each party has executed at least one counterpart.

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21.4 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

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Schedule 1 Definitions and interpretation

1 Definitions

Accession Date	means the date upon which an EM Supplier becomes a Party to this Collaboration Agreement;
Accession Letter	means a letter substantially in the form set out in Schedule 6 (*Accession*) of this Collaboration Agreement;
Annual Services Improvement Plan	has the meaning given to it in Clause 4.15;
Assessee	has the meaning given to it in Schedule 5 (*Behavioural Performance Scoring*) of this Collaboration Agreement;
Authority Responsibilities	has the meaning given to it in the relevant Services Agreement;
Behaviour Action Areas	has the meaning given to it in Clause 7.4(a);
Behaviour Action Plan	has the meaning given to it in Clause 7.4(b);
Behaviour Review Period	has the meaning given to it in Clause 7.1;
Behavioural Objective	means the intended behavioural objectives in relation to each Collaborative Behaviour as set out in the column headed “Collaborative Behaviours and Behavioural Objective” in the table in Schedule 5 (*Behavioural Performance Scoring*) of this Collaboration Agreement;
Behavioural Performance Scoring	means the scoring procedure as set out in Clause 7;
Bilateral Change	means any Change of whatever Change Tier which has no impact on any other EM Supplier’s services or systems;
Boards	has the meaning given to it in the relevant Services Agreements;
Change	has the meaning given to it in the relevant Services Agreements;
Change Control Procedure	has the meaning given to it in the relevant Services Agreements;
Change Delivery Board	has the meaning given to it in the relevant Services Agreements;
Change Tier	has the meaning given to it in the relevant Services Agreements;
Collaboration Agreement	means this agreement (including each of its Schedules), as the same may be amended from time to time;

Collaboration Lead	has the meaning given to it in Clause 6.1;
Collaborative Behaviours	means the behaviours required of each Party as set out in the Committed Behaviours Document;
Committed Behaviours Document	means the charter at Schedule 2 (*Committed Behaviours Document*) of this Collaboration Agreement;
Commencement Date	means the date of execution of this Collaboration Agreement;
Comparable Project	means the provision of, or the opportunity to provide, services of a similar nature, scale and scope to the EM Services;
Confidential Information	has the meaning given to it in the relevant Services Agreement;
Contract Change	has the meaning given to it in the relevant Services Agreements;
Deliverable	has the meaning given to it in the relevant Services Agreement;
Dependencies Register	has the meaning given to it in Clause 3.7;
Dispute	has the meaning given to it in the relevant Services Agreement;
Dispute Resolution Procedure	has the meaning given to it in the relevant Services Agreement;
EM	means electronic monitoring;
EMFS	has the meaning given to it in Recital A;
EM Interface Schema	means the schema set out in Schedule 3;
EM Services	means each and any of the services provided to MoJ by any and all of the EM Suppliers pursuant to the Services Agreements;
EM Supplier	means each supplier of EM Services that has from time to time executed this Collaboration Agreement and/or an Accession Letter;
Employment Regulations	has the meaning given to it in the relevant Services Agreements;
Existing EM Services	has the meaning given to it in Recital B;

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Expiry Date	means the date on which this Collaboration Agreement expires which shall be the date on which all of the Services Agreements have been terminated (for any reason whatsoever) or have expired;
Field and Monitoring Services	has the meaning given to it in the relevant Services Agreements;
FMS Supplier	means the supplier appointed or to be appointed (as the case may be) by MoJ under the terms of a Services Agreement to provide the Field and Monitoring Services;
Implementation	means the activities of an EM Supplier during the Implementation Phase;
Implementation Phase	has the meaning given to it in the relevant Services Agreements;
Implementation Plan	means the plans applicable to each EM Supplier setting out events and tasks during Implementation, as further defined and detailed in the relevant Services Agreements;
Incident	has the meaning given to it in Schedule 2 (Services Description) of the Services Agreements;
Indirect Losses	means loss of profits, loss of production, loss of revenue, loss of business, loss of business opportunity or any claim for consequential loss or for indirect loss of any nature;
Innovation Sponsor	has the meaning given to it in Clause 4.4;
Intellectual Property Rights	means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright including rights in computer software, database rights, domain names, 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 together with all or any goodwill relating or attached thereto and all rights of the same or similar nature anywhere in the world;
Interface	means a shared boundary across which two (2) or more separate components of a computer system exchange information.
Joint Innovation Plan	has the meaning given to it in Clause 4.6;
Key Sub-contractor	has the meaning given to it in the relevant Services Agreements;
MDSS Supplier	means the supplier appointed by MoJ under the terms of a Services Agreement to provide the Monitoring Devices and Systems Services;
Milestone	means an event or task in the Implementation Plan that is described as such;

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MoJ Service Priorities	has the meaning given to it in Clause 4.2;
Monitoring Devices and Systems Services	has the meaning given to it in the relevant Services Agreements;
Multi Party Change	means a Contract Change which impacts the services or products supplied by more than one EM Supplier;
Multi Party Change Control Procedure	means the procedure set out in Schedule 7 (*Multi Party Change Control Procedure*) of this Collaboration Agreement;
Multi-Party Dispute Resolution Procedure	has the meaning given to it in the relevant Services Agreements;
Operational Change	has the meaning given to it in the relevant Services Agreements;
Operational Service Commencement Date	has the meaning given to it in the relevant Services Agreements;
Overarching Project Implementation Plan	has the meaning given to it in the relevant Services Agreements;
Party	means any person who is a party to this Collaboration Agreement being, at the Commencement Date, MoJ and the EM Supplier(s);
Pre-Contractual Statements	has the meaning given to it in Clause 18.3;
Problem	has the meaning given to it in Schedule 2 (Services Description) of the Services Agreements;
Rectification Plan	has the meaning given to it in the relevant Services Agreements;
Service Delivery Board or **"SDB"**	has the meaning given to it in the relevant Services Agreements;
Service Issues	means any issues, outages, Incidents, Technical Incidents and/or Problems which may arise in relation to the delivery of the EM Services;
Service Recipients	has the meaning given to it in the relevant Services Agreements;
Services Agreements	means: 1) the agreements entered into between MoJ and the EM Suppliers for the purpose of EMFS; and/or

	2) the agreements entered into between MoJ and the EM Suppliers in respect of the provision of the Existing EM Services, in ease case as the context requires;
Services Description	means the description of the relevant EM Services set out in the relevant Services Agreement;
Shared Performance Indicators	has the meaning given to it in Clause 3.17;
Strategic Objectives	has the meaning given to it in Clause 1.2. For the avoidance of doubt, all references in this Collaboration Agreement to the Strategic Objectives shall be to such Strategic Objectives as may be updated from time to time;
Sub-Contractor	means any person or organisation engaged by an EM Supplier from time to time (as may be permitted by the relevant Services Agreements) to provide any of the EM Services (including any equipment or software provided to an EM Supplier as part of the EM Services). References to subcontractors means sub-contractors of any tier of an EM Supplier;
Technical Incident	has the meaning given to it in Schedule 2 (Services Description) of the Services Agreements;
Term	means the term of the relevant Services Agreement, as further defined therein; and
Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales.

2 Interpretation

2.1 In this Collaboration Agreement, except where the context otherwise requires:

(a) the masculine includes the feminine and vice versa;

(b) the singular includes the plural and vice versa;

(c) a reference in this Collaboration Agreement to any Clause, Paragraph, Schedule or annex is, except where it is expressly stated to the contrary, a reference to such Clause, Paragraph, schedule or annex of this Collaboration Agreement;

(d) save where otherwise provided in this Collaboration Agreement, any reference to this Collaboration Agreement or to any other document shall include any permitted variation, amendment, or supplement to such document;

(e) any reference to any enactment, order, regulation, code or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;

(f) any reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;

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(g) headings are for convenience of reference only;

(h) words preceding "include", "including" and "included" shall be construed without limitation by the words which follow those words;

(i) any obligation on a Party to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done;

(j) subject to any express provisions of this Collaboration Agreement to the contrary, the obligations of any Party are to be performed at that Party's own cost and expense;

(k) the Schedules and appendices to this Collaboration Agreement (and the annexes to such Schedules and appendices) form part of this Collaboration Agreement; and

(l) in the event of and only to the extent of any conflict between the provisions of the Services Agreements and this Collaboration Agreement, the conflict shall be resolved in accordance with the following order of precedence:

(i) the relevant Services Agreement; and then

(ii) this Collaboration Agreement.

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Schedule 2 Committed Behaviours Document

EM Committed Behaviours

We will, taking into account the Strategic Objectives:

Quality of relationship

- be open and honest in our dealings with each other and all key stakeholders to foster a climate of trust, understanding and mutual respect;
- act transparently, sharing information, data, plans and experience;
- ensure communications are timely, accurate and useful and that appropriate confidentiality is respected; and
- be sensitive to the intentions and aspirations of individuals and teams and value individual and team contributions and celebrate their successes;

Collaborative intention

- maintain a genuine non defensive presence and make a commitment to mutual success in relationships with other parties;
- work together and adopt a 'can do' attitude and continuously review the manner in which services are delivered;
- cultivate a no blame culture when identifying and dealing with issues; and
- seek to increase the velocity of continuous improvement;

Responsiveness and flexibility

- provide timely, accurate and fit for purpose responses;
- ensure on time delivery on commitments and requests for information to other parties, to avoid delays in the achievement of Milestones or delays in the design, development, testing or implementation of any Deliverables; and
- participate constructively in any change processes to ensure that changes are managed and deployed in a timely fashion;

Innovation

- demonstrate innovative thinking regarding research and technology, products, processes and organisation/business models;
- adopt a user informed test and learn approach;
- show willingness to take risk to introduce solutions from other EM Suppliers and related supply chains and expand the original request boundaries in order to maximise value to MoJ;
- encourage the early identification of all opportunities to improve the delivery of the EM Services;
- provide a service that continues to deliver demonstrable value for money throughout the contract term;
- commit to learning lessons (good and bad) from previous activities, projects and experiences;
- encourage best practice, from whatever source, by adopting outward-looking strategy and looking beyond MoJ's requirements at the global market; and
- commit to operating a 'bright-ideas' scheme open to all staff to propose new methods, processes and technical improvements; and

Taking Responsibility

- take responsibility and initiative to resolve issues and ensure delivery of EM Services and Deliverables, even when the boundaries of responsibility are not clear (i.e. adopt a "fix-first, settle later" approach); and
- demonstrate a willingness to accept accountability and risk in relation to wrong decisions and demonstrate the courage to resolve issues.

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Schedule 3 EM Interface Schema

Service relationships									
The need			**Reference**	**Service responsibilities**				**Proposed mechanisms**	**Implementation**
Theme	**User need**	**Why**	**EMIF ID**	**Who will present the data**	**Who will consume it**	**How frequently will it need to be accessed**	**What type of information would be included**	**End state expectation**	**Full Automation of this process no later than**
REDACTED			**EMIF-01**	Authority	FMS Supplier	On demand	Order type and details	API	REDACTED
			EMIF-02	Authority	FMS Supplier	On demand	Device-Wearer details	API	

Service relationships							
The need	**Reference**	**Service responsibilities**				**Proposed mechanisms**	**Implementation**
REDACTED	**EMIF-06**	MDSS Supplier	FMS Supplier	On demand	Monitoring Alerts	API	REDACTED
	EMIF-03	FMS Supplier	Authority	On demand	Device-Wearer details Breach details e.g. Time Breach type	API	
	EMIF-15	3rd party Devices	MDSS Supplier	On demand	Device telemetry	API	

Service relationships							
The need	**Reference**	**Service responsibilities**				**Proposed mechanisms**	**Implementation**
REDACTED	**EMIF-10**	FMS Supplier	FMS Supplier	On demand	Telephony data including data generated by Computer, Telephony Integration, Call Notes and References to Call Recording Information	API	REDACTED
	EMIF-04	MDSS Supplier	Authority [Service operations]	On demand	Incidents & Problems logged with Suppliers	API	
	EMIF-05	FMS Supplier	Authority [Service operations]	On demand	Incidents & Problems and logged with Suppliers	API	

Service relationships							
The need	**Reference**	**Service responsibilities**				**Proposed mechanisms**	**Implementation**
REDACTED							REDACTED
	EMIF-09	MDSS Supplier	FMS Supplier	On demand	Keep alive flag / probe	API	
	EMIF-16	MDSS Supplier	Authority [Security Operations]	On demand	Operational event logs	API	
	EMIF-17	FMS Supplier	Authority [Security Operations]	On demand	Operational event logs	API	

Service relationships							
The need	**Reference**	**Service responsibilities**				**Proposed mechanisms**	**Implementation**
REDACTED							REDACTED
	EMIF-07	FMS Supplier	Authority [Analytics]	Weekly	All case data	API	
	EMIF-08	FMS Supplier	Authority [Analytics]	Weekly	All case data	Scheduled JSON file transfer	

Service relationships							
The need	**Reference**	**Service responsibilities**				**Proposed mechanisms**	**Implementation**
REDACTED	**EMIF-13**	MDSS Supplier	Authority [Analytics]	Weekly	Raw telemetry data from monitoring Devices	API	REDACTED
	EMIF-14	MDSS Supplier	Authority [Analytics]	Weekly	Raw telemetry data from monitoring Devices	Scheduled JSON file transfer	

Service relationships							
The need	**Reference**	**Service responsibilities**				**Proposed mechanisms**	**Implementation**
REDACTED	**EMIF-11**	MDSS Supplier	Authority [AC Tool provider]	Periodically e.g. daily, weekly etc. to provide the Acquisitive Crime Application with relevant GPS Trail Data.	Provision of GPS data from MDSS Supplier to the Authority and/or the Authority's AC supplier to enable functioning of AC tool	Scheduled JSON file transfer	REDACTED
	EMIF-12	FMS Supplier	Authority AC Tool provider	Daily	Provision of Device-Wearer data from the FMS Supplier to the Authority and/or the Authority's AC supplier to enable functioning of AC tool	Scheduled JSON file transfer	

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Schedule 4 NOT USED

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Schedule 5 Dependencies Register

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Dependency Title	Dependency Detail	Party Responsible	Phase (e.g. Implementation, Live Running, Exit)	Date dependency required to be delivered (if applicable)	Impact if not met
Reasonable Excuses	REDACTED	Authority	Implementation	REDACTED	
Authorised Absences		Authority	Implementation		
Penetration Testing		Authority	Implementation		
Penetration Testing		Authority	Implementation		
CMOD/Interim Service Exit Transfer Arrangement		Authority	Implementation		
CMOD/ Interim-Decommission		Authority	Implementation and live running		
CMOD/ Interim Service Supplier Access and Support		Authority, Incumbent	Implementation/ Live running		
CMOD/ Interim Service Supplier Access and Support		Authority, Incumbent	Implementation/ Live running		

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Dependency Title	Dependency Detail	Party Responsible	Phase (e.g. Implementation, Live Running, Exit)	Date dependency required to be delivered (if applicable)	Impact if not met
Authority - Data Migration	REDACTED	Authority, Incumbent	Implementation	REDACTED	
MDSS - Compatibility		Authority, MDSS Supplier	Implementation		
Storage - Incumbent Allowing Access to Nexus		Incumbent	Implementation		
Staff - Equipment		Incumbent	Implementation		
CMOD - Data Migration		Incumbent	Implementation		
CMOD - Data Migration		Incumbent	Implementation		
CMOD / Interim- Technology Plan		Incumbent	Implementation		
CMOD/ Interim Exit Arrangement		Incumbent	Implementation		
Service Transfer		Incumbent	Implementation		
Incumbent - MDSS Stock Transfer		Incumbent	Implementation		

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Dependency Title	Dependency Detail	Party Responsible	Phase (e.g. Implementation, Live Running, Exit)	Date dependency required to be delivered (if applicable)	Impact if not met
Key Documents	REDACTED	Incumbent	Implementation	REDACTED	
TSA - Ongoing Support		Incumbent, Authority	Implementation		
CMOD / Interim- Technology Plan		Incumbent, MDSS Suppliers	Implementation		
Unique Identifier		MDSS Supplier	Implementation		
MDDS - Stock Volume		MDSS Supplier	Implementation		
MDSS - Provision of Training and Training Materials		MDSS Supplier	Implementation		
MDSS - Testing		MDSS Supplier	Implementation		
Access to MDSS System		MDSS Supplier	Implementation		
MDSS Security Personnel		MDSS Supplier	Implementation		
MDSS - Data Migration		MDSS Supplier	Implementation		

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Dependency Title	Dependency Detail	Party Responsible	Phase (e.g. Implementation, Live Running, Exit)	Date dependency required to be delivered (if applicable)	Impact if not met
Device Wearer Communications	REDACTED	MDSS Supplier	Implementation	REDACTED	
MDSS - Interface Specification and implementation		MDSS Supplier	Implementation		
MDSS SME Interfaces and integration		MDSS Suppliers	Implementation		
TSA - Email and Applications		Serco and Authority	Implementation		
TSA - Omitted Services		Serco and Authority	Implementation		
Third Party Test Environments		Authority	Implementation		
MDSS - Events & Interface Testing M3B		Authority, MDSS Supplier	Implementation		

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Dependency Title	Dependency Detail	Party Responsible	Phase (e.g. Implementation, Live Running, Exit)	Date dependency required to be delivered (if applicable)	Impact if not met
MDSS - Events & Interface Testing M5	REDACTED	Authority, MDSS Supplier	Implementation	REDACTED	

Schedule 6 Behavioural Performance Scoring

Part 1 Scoring Matrix

Collaborative Behaviours and Behavioural Objective	Assessment Criteria					
	Very Poor Performance (1 points)	**Poor Performance (2 point)**	**Developing Performance (3 points)**	**Satisfactory Performance (4 points)**	**Good Performance (5 points)**	**Exceptional Performance (6 points)**
Quality of relationships. The Party that is the subject of the assessment (**"Assessee"**) is open and honest in its dealings with other Parties and key stakeholders. The Assessee shares information, data, experience and plans and is sensitive to the intentions and aspirations of individuals and teams and values individual and team contributions and celebrates their successes.	The Assessee is not open and honest in its dealings. Always withholds or delays the provision of information. Does not value individual and team contributions.	The Assessee is not open and honest in its dealings. Invariably withholds or delays the provision of information. Rarely values individual and team contributions.	The Assessee is mostly open and honest in its dealings. Typically provides information, data and experience but often following prompts. Takes some steps to value individual and team contributions but this is ad hoc.	The Assessee is open and honest in its dealings and shares information, data and experience. Is sensitive to individuals needs and recognises and values their successes.	The Assessee is open and honest in its dealings and proactively shares information, data and experience for the benefit of the other Parties and EMFS. Seeks to support individuals to achieve their ambitions and celebrates and achievements.	The Assessee is open and honest in its dealings and proactively shares information, data and experience for the benefit of the other Parties and EMFS and puts in place structure and processes for doing so. Puts in place initiatives to support individuals to achieve their ambitions and celebrates and achievements.
Collaborative intention. The Assessee shall maintain a genuine non-defensive presence and make a commitment to mutually supportive and successful partnerships with the other Parties, adopting a "can do" and no blame mentality.	Demonstrates commitment only to delivering the Assessee's EM Services. Does not demonstrate support for initiatives that originate from other Parties or which do not support the Assessee's agenda.	Demonstrates very limited collaboration with other Parties. The Assessee is concerned with stating assumptions and dependencies and seeks to ensure its own interests are met without showing willingness for mutual success. Unwilling to acknowledge other Parties' contribution to mutual success.	Demonstrates open and useful collaboration with other Parties in some instances. Shows understanding of the value of collaboration to ensure mutual success.	Demonstrates open and honest collaboration with other Parties in accordance with requirements under this Collaboration Agreement. Acknowledges other Parties' contribution to mutual success.	Collaborative behaviours exceeds requirements under this Collaboration Agreement. Demonstrates open and honest collaboration. Supports multi-partner initiatives and shows fairness in accepting all contributions.	Encourages and leads collaboration across all parties. Fully promotes multi-partner initiatives to ensure mutual success and demonstrates courage and compassion in recognising other Parties' contributions.

Collaborative Behaviours and Behavioural Objective	Assessment Criteria					
	Very Poor Performance (1 points)	**Poor Performance (2 point)**	**Developing Performance (3 points)**	**Satisfactory Performance (4 points)**	**Good Performance (5 points)**	**Exceptional Performance (6 points)**
Responsiveness and flexibility: The Assessee works individually, proactively, flexibly and collaboratively with the other Parties to deliver EM in a flexible manner. The Assessee acknowledges that this may require working in a proactive and flexible manner to meet the maturing and changing requirements of MoJ, including the reallocation of resource between tasks by agreement with MoJ. Constructively participates in the Change process and discharges own obligations in a timely manner.	Provides no response or poor response to requests. Requesters frequently have to chase-up responses from the Assessee. Demonstrates little evidence or willingness for flexibility when reacting to changes in MoJ's business operating model.	Often accepts requests unwillingly. Responses are not always provided within the agreed timescales and are often inaccurate, inconsistent with the stated requirement or not fit for purpose. The Assessee is prepared to show some flexibility when challenged.	Generally provides responses within the agreed timescales which are consistent with stated requirements. However, responses do not always fully meet requirements. Demonstrates willingness to consider changes to standard approaches or business environment, but does not show drive to lead changes.	Always provides accurate responses within the agreed timescales which are consistent with stated requirements. Responses are generally accepted by the requester. The Assessee does not make additional effort to deliver responses ahead of agreed timescales or to a quality that exceeds the stated requirements. Reacts effectively and willingly to changes.	Always provides accurate responses within the agreed timescales which are consistent with stated requirements. Responses always meet the expectations of the requester. Proactive in adapting to changes even in the absence of requests.	Always provides accurate responses within the agreed timescales and consistent with stated requirements. Responses always meet and generally exceed the expectations of the requester, both with respect to timescales and quality. Requests receive high attention from the Assessee. The Assessee continuously reviews standard approaches and is willing to drive changes throughout their organisation.
Innovation: The Assessee demonstrates innovative thinking regarding research and technology, products, processes and organisation/business models. Shows willingness to take responsibility and risk to introduce solutions from other EM Suppliers and related supply chains and expand the original request boundaries in order to maximise value to MoJ. Commits to learn lessons, encourage best practice and fosters an environment for new ideas.	Rarely introduces new solutions, technology, products, processes or organisation/business models. Does not demonstrate willingness to take overall responsibility and risk to introduce solutions.	Attempts to introduce new solutions, technology, products, processes or organisation/business and problems encountered during implementation are not always overcome. Does not demonstrate willingness to innovate.	Introduces new solutions, technology, products, processes or organisation/business models which are generally successful. The Assessee demonstrates creativity, but does not always prioritise added value to MoJ. Innovation is within the scope and duration of this Collaboration Agreement. Demonstrates some willingness to take overall responsibility and risk to introduce solutions.	Introduces new solutions, technology, products, processes or organisation/business models which are usually successful. The Assessee uses sound delivery mechanisms and seeks to provide added value to MoJ. Generally demonstrates willingness to take overall responsibility and risk to introduce solutions.	Introduces new solutions, technology, products, processes or organisation/business models which are always successful. The Assessee demonstrates creativity in introducing innovation. Solutions are well-focused and clearly demonstrate added value to MoJ. The Assessee always demonstrates willingness to take overall responsibility and risk to introduce solutions.	Introduces new solutions, technology, products, processes or organisation/business models which are always successful and generally exceed expectations. The Assessee demonstrates creativity and inspiration in introducing innovation, as recognised by MoJ and service users. The Assessee's leadership provides vision and motivation and achieves an optimum balance between innovative change and stability. The Assessee always demonstrates willingness to take overall responsibility and risk to introduce solutions.

Collaborative Behaviours and Behavioural Objective	Assessment Criteria					
	Very Poor Performance (1 points)	**Poor Performance (2 point)**	**Developing Performance (3 points)**	**Satisfactory Performance (4 points)**	**Good Performance (5 points)**	**Exceptional Performance (6 points)**
Taking responsibility. The Assessee takes responsibility for their circumstances, choices, actions and inactions, including intended and unforeseen consequences of those and adopts a "fix first, settle later" approach and a "no surprises" approach when dealing with any new dependency or solving any incident, event or delay.	Does not take responsibility for their circumstances, choices, actions and inactions, including intended and unforeseen consequences of those. Not prepared to undertake additional work or risk outside boundaries of the Assessee's responsibility. Primarily seeks to ensure own interests and commercial safety are met and disregards other parties' roles and the best interest of MoJ.	Responsibility for actions is limited to acknowledging problems and passing them to other parties when possible. When resolving issues, the Assessee invests little time, resources and initiative to ensure similar issues do not reoccur.	Does not demonstrate willingness to accept accountability and risk in relation to wrong decisions and shows low levels of courage to resolve issues. Demonstrates some willingness to take responsibility to resolve issues and ensure delivery of the EM Services and Deliverables, but this is limited to those within boundaries of the Assessee's responsibility.	Accepts accountability and risk of decisions when required, but does not lead on providing a solution or resolving the issue. Demonstrates willingness to take responsibility and initiative to resolve issues and ensure delivery of the EM Services and Deliverables, but this is limited to meeting obligations under the Services Agreement.	Accepts accountability and risk of decisions to ensure delivery across boundaries and resolve issues. Demonstrates willingness to take responsibility and initiative to resolve issues and ensure delivery of boundaries and resolve issues. Demonstrates keen interest in analysing root cause for problems to minimise re-occurrence.	Demonstrates willingness to take responsibility and initiative to resolve issues and ensure delivery of the EM Services and Deliverables, and takes lead on driving changes even when the boundaries of responsibility are not clear. Demonstrates courage to resolve issues and consistently put user interests and the provision of undisrupted EM Services before the Assessee's own interests, ensuring timely delivery or resolution of issues to the highest quality.

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Part 2 Template scorecard

Required Behaviour	***Very Poor Performance (1 points)***	***Poor Performance (2 point)***	***Developing Performance (3 points)***	**Satisfactory Performance (4 points)**	***Good Performance (5 points)***	**Exceptional Performance (6 points)**	**Score**
Quality of relationships							
Collaborative intention							
Responsiveness and flexibility							
Innovation							
Taking responsibility							

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Schedule 7 Accession

To: The Secretary of State for Justice and [Enter names of existing EM Suppliers]

From: [Enter name of new EM Supplier] ("**New Contractor**").

Dated: [ ]

1. We refer to the Collaboration Agreement dated [ ] (the "**Collaboration Agreement**") a copy of which is annexed to this letter. This is an Accession Letter as referred to in Clause 14 of the Collaboration Agreement. Terms defined in the Collaboration Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.

2. The New Contractor agrees to become a Party to the Collaboration Agreement and to be bound by the terms of the Collaboration Agreement as an EM Supplier pursuant to Clause 14 (*Accession Arrangements*) of the Collaboration Agreement.

3. The New Contractor is a company duly incorporated under the laws of *[name of relevant jurisdiction*].

4. For the purposes of Clause 19 (*Notices*), the New Contractor's administrative details are as follows:

   Address: [●]
   Fax No: [●]
   Attention: [●]

5. This Accession Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[EXECUTION CLAUSES TO BE COMPLETED FOR THE NEW CONTRACTOR AND COUNTERSIGNED BY MoJ AND EACH EM SUPPLIER]

Signature page

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Schedule 8 Multi Party Change Control Procedure

PART A: GENERAL PRINCIPLES

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Application Development and Operation Capability"	has the meaning given to it in the relevant Services Agreements
"Authority Data"	has the meaning given to it in the relevant Services Agreements;
"Bilateral Change"	means any Change of whatever Change Tier which has no impact on any other EM Supplier's services or systems;
"Change"	has the meaning given to it in the relevant Services Agreements;
"Change in Law"	has the meaning given to it in the relevant Services Agreements;
"Change Tier"	has the meaning given to it in the relevant Services Agreements;
"Change Plan"	means the plan submitted by an EM Supplier within a Multi Party Impact Assessment which shall include without limitation: a) training requirements for the Change; b) release process; c) communication needs for the Change; d) readiness reporting approach; e) documentation updates required and agreed as deliverables;
"Charges"	has the meaning given to it in the relevant Services Agreements;
"Commercially Sensitive Information"	has the meaning given to it in the relevant Services Agreements;
"Contract Change"	has the meaning given to it in the relevant Services Agreements;
"Dispute Resolution Procedure"	has the meaning given to it in the relevant Services Agreements;
"Expedited Dispute Timetable"	has the meaning given to it in the relevant Services Agreements;

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"Fast-track Change"	any Contract Change which the Parties agree to expedite in accordance with Paragraph 6 of Part B of this Schedule 7;
"Financial Model"	has the meaning given to it in the relevant Services Agreements;
"Financial Transparency Objectives"	has the meaning given to it in the relevant Services Agreements;
"Implementation Plan"	has the meaning given to it in the relevant Services Agreements;
"Key Milestone"	has the meaning given to it in the relevant Services Agreements;
"Law"	has the meaning given to it in the relevant Services Agreements;
"Milestone"	has the meaning given to it in the relevant Services Agreements;
"Milestone Date"	has the meaning given to it in the relevant Services Agreements;
"Multi Party Change"	means a Contract Change which impacts the services or products supplied by more than one EM Supplier;
"Multi Party Change Authorisation Note"	a form setting out an agreed Contract Change which shall be substantially in the form of Part C of Appendix 1 to this Schedule 7;
"Multi Party Change Communication"	any Multi Party Change Request, Multi Party Impact Assessment, Multi Party Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
"Multi Party Change Request"	means a written request for a Contract Change which is a Multi Party Change and which shall be substantially in the form of Part A of Appendix 1 to this Schedule 7;
"Multi Party Impact Assessment"	an assessment of a Multi Party Change Request in accordance with Paragraph 2 of Part B of this Schedule 7 which shall be substantially in the form of Part B of Appendix 1 to this Schedule 7;
"Multi Party Impact Assessment Estimate"	has the meaning given to it in Paragraph 1.5 of Part B of this Schedule 7;
"Optional Services"	has the meaning given to it in the relevant Services Agreements;
"Performance Indicators"	has the meaning given to it in the relevant Services Agreements;

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"Personal Data"	has the meaning given to it in the relevant Services Agreements;
"Services Description"	has the meaning given to it in the relevant Services Agreements;
"Supplier Solution"	has the meaning given to it in the relevant Services Agreements;
"Target Performance Levels"	has the meaning given to it in the relevant Services Agreements;
"Termination Services"	has the meaning given to it in the relevant Services Agreements;
"Test Success Criteria"	has the meaning given to it in the relevant Services Agreements;
"Tier 2 Change"	has the meaning given to it in the relevant Services Agreements; and
"Tier 3 Change"	has the meaning given to it in the relevant Services Agreements.

2 APPLICATION

2.1 This Schedule 7 applies to Multi Party Changes. If at any time it is determined that a Change should be treated as a Bilateral Change then the relevant provisions of the relevant Services Agreements governing Bilateral Changes shall apply to that Change.

2.2 The provisions of Part A (Application Development and Operation Capability) of the Change Control Procedure applicable to Bilateral Changes shall apply (with the necessary changes made to reflect the fact that the Change is a Multi Party Change) to any Changes made pursuant to this Schedule 7.

3 TYPES OF CHANGE AND CHANGE TIERS

3.1 A Multi Party Change (to which the Multi Party Change Control Procedure set out in this Schedule 7 applies) is categorised as a Change that impacts more than one EM Supplier. Where a Change only impacts one EM Supplier it is a Bilateral Change (and the provisions of Schedule 22 (*Change Control Procedure*) of the relevant Services Agreement shall apply to such Change).

3.2 Each Multi Party Change will be assigned a Change Tier by the Implementation Board or Change Delivery Board (as appropriate) and in absence of agreement by MoJ. The FMS Supplier shall, prior to the meeting of the Implementation Board or Change Delivery Board (as appropriate) at which a Multi Party Change is to be categorised, make a recommendation as to which Change Tier the relevant Multi Party Change should be assigned to (such recommendation to be in a reasonable amount of detail and supported by evidence, where necessary). The Change Tier will impact how the Multi Party Change is processed and the payment mechanism for the resulting Contract Change. An assigned Change Tier may be changed by agreement following a Multi Party Impact Assessment.

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3.3 The Parties shall deal with Multi Party Changes as follows:

(a) any Party may request a Multi Party Change which they shall initiate by issuing a Multi Party Change Request in accordance with Paragraph 1 of Part B of this Schedule 7;

(b) unless this Collaboration Agreement or the relevant Services Agreement otherwise requires, the EM Suppliers shall assess and document the potential impact of a proposed Multi Party Change in accordance with Paragraph 2 of Part B of this Schedule 7 before the Multi Party Change can be either approved or implemented;

(c) MoJ shall have the right to request amendments to a Multi Party Change Request, approve it or reject it in the manner set out in Paragraph 3 of Part B of this Schedule 7;

(d) an EM Supplier shall have the right to reject a Multi Party Change Request solely in the manner set out in Paragraph 4 of Part B of this Schedule 7;

(e) save as otherwise provided in this Collaboration Agreement or the relevant Services Agreement, no proposed Multi Party Change shall be implemented by an EM Supplier until a Multi Party Change Authorisation Note has been signed and issued by MoJ in accordance with Paragraph 3.2 of Part B of this Schedule 7; and

(f) if a proposed Multi Party Change is a Fast-track Change, it shall be processed in accordance with Paragraph 6 of Part B of this Schedule 7.

3.4 To the extent that any Multi Party Change requires testing and/or a programme for implementation, then the Parties shall follow the agreed Change Plan and the procedures set out in Schedule 14 (*Testing Procedures*) of the relevant Services Agreement, and, where appropriate, the Multi Party Change Authorisation Note relating to such Multi Party Change shall specify Milestones and/or a Key Milestone and Milestone Date(s) in respect of such Multi Party Change for the purposes of such procedures.

3.5 Until a Multi Party Change Authorisation Note has been signed and issued by MoJ in accordance with Paragraph 3.2 of Part B of this Schedule 7, then:

(a) unless MoJ expressly agrees (or requires) otherwise in writing, each EM Supplier shall continue to supply their respective EM Services in accordance with the existing terms of their respective Services Agreements as if the proposed Multi Party Change did not apply; and

(b) any discussions, negotiations or other communications which may take place between MoJ and each EM Supplier in connection with any proposed Multi Party Change, including the submission of any Multi Party Change Communications, shall be without prejudice to each Party's other rights under this Collaboration Agreement and its respective Services Agreement.

3.6 Each EM Supplier shall:

(a) within ten (10) Working Days of MoJ's signature and issue of a Multi Party Change Authorisation Note, deliver to MoJ a copy of its Services Agreement updated to reflect all Contract Change(s) agreed in the relevant Multi Party Change Authorisation Note and annotated with a reference to the Multi Party Change Authorisation Note pursuant to which the relevant Contract Change(s) were agreed; and

(b) thereafter provide to MoJ such further copies of the updated Services Agreement as MoJ may from time to time request.

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4 COSTS

4.1 Subject to Paragraph 4.2 of this Part A:

(a) the costs of preparing each Multi Party Change Request shall be borne by the Party making the Multi Party Change Request, and whilst the EM Supplier's Application Development and Operation functionality itself may be used by the EM Supplier, if it so wishes, to prepare a Multi Party Change Request, it is acknowledged and agreed that such use shall not count towards nor reduce the agreed Application Development and Operation Capability; and

(b) unless otherwise agreed by the Parties in writing, the costs incurred by each EM Supplier in undertaking and producing a Multi Party Impact Assessment shall be borne as follows:

(i) where an EM Supplier has requested the Multi Party Change, each EM Supplier shall bear their own costs and whilst the EM Supplier's Application Development and Operation functionality itself may be used by the EM Supplier, if it so wishes, to prepare a Multi Party Impact Assessment, it is acknowledged and agreed that such use shall not count towards nor reduce the agreed Application Development and Operation Capability; and

(ii) where MoJ has requested the Change, MoJ shall bear the relevant costs provided that each EM Supplier shall utilise the Application Development and Operation Capability to prepare its Multi Party Impact Assessment.

Where MoJ is responsible for such costs in accordance with 4.1(b)(ii) above, such costs shall not exceed those in each accepted Multi Party Impact Assessment Estimate. Each EM Supplier shall be responsible for any costs it incurs in excess of the Multi Party Impact Assessment Estimate.

4.2 Any costs incurred by the Parties' in respect of any use of this Multi Party Change Control Procedure as a result of any error or default by an EM Supplier shall be borne by each EM Supplier and whilst the EM Supplier's Application Development and Operation functionality itself may be used by the EM Supplier, if it so wishes, it is acknowledged and agreed that such use shall not count towards nor reduce the agreed Application Development and Operation Capability in such circumstances.

4.3 The implementation of and cost associated with any Contract Change to be made by an EM Supplier shall be dealt with in accordance with the provisions of the EM Supplier's Services Agreement (including paragraph 3.2 of Part B of the Bilateral Change control procedure set out in Schedule 22 (*Change Control Procedure*) and the remaining provisions of the relevant Services Agreement).

4.4 No EM Supplier shall proceed with any Multi Party Change to which this Multi Party Change Control Procedure applies without having obtained the necessary approvals pursuant to this Schedule 7. If it does so proceed, then it shall do so at its own cost and risk (and MoJ may require the EM Supplier to undo the relevant Change at the EM Supplier's expense).

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PART B: MULTI PARTY CHANGE CONTROL PROCEDURE

1 MULTI PARTY CHANGE REQUESTS

1.1 Any Party may issue a Multi Party Change Request at any time during the Term. Where a Multi Party Change has originated from an EM Supplier then MoJ will, without prejudice to the provisions of paragraph 1.3 of this Part B below, raise the Multi Party Change Request with the other EM Suppliers.

1.2 A Multi Party Change Request shall be substantially in the form of Part A of Appendix 1 to this Schedule 7 and state whether the Party issuing the Multi Party Change Request considers the proposed Contract Change to be a Fast-track Change.

1.3 It is It is acknowledged and agreed that whenever a Multi Party Change Request is issued, the FMS Supplier shall be appointed, and shall act, as "lead supplier" in respect of such Multi Party Change and accordingly in such circumstances the FMS Supplier shall:

(a) notify the relevant EM Suppliers that a Multi Party Change Request has been raised;

(b) provide any additional information required by the EM Suppliers to understand the background and context to the Multi Party Change (including an assessment of risk and any impact that the Multi Party Change may have on the Dependencies Register);

(c) respond to any request for information from the EM Suppliers;

(d) undertake an initial review of the draft Multi Party Impact Assessments providing feedback to and seeking clarification from the relevant EM Suppliers;

(e) produce a consolidated version of the Multi Party Impact Assessments (including a consolidated Change Plan) and submit this to MoJ; and

(f) liaise with the relevant EM Suppliers throughout the Multi Party Change Control Procedure.

1.4 If an EM Supplier issues the Multi Party Change Request, then it shall:

(a) classify the Change as a Tier 2 Change or Tier 3 Change; and

(b) also provide a Multi Party Impact Assessment to MoJ and the FMS Supplier (in accordance with Paragraph 2.3 of this Part B below) as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issuing the Multi Party Change Request.

1.5 If MoJ issues the Multi Party Change Request, then the EM Suppliers shall provide as soon as reasonably practical, and in any event within ten (10) Working Days of the date of receiving the Multi Party Change Request, an estimate of the cost of preparing a Multi Party Impact Assessment (**"Multi Party Impact Assessment Estimate"**), the proportion of Application Development and Operation Capability time to be utilised in the preparation of the Multi Party Impact Assessment (subject always to the provisions of Paragraph 4.1 of Part A above) and the timetable for the submission of the Multi Party Impact Assessments which in any event shall provide for delivery of the EM Suppliers' completed Multi Party Impact Assessments to be received by MoJ within ten (10) Working Days of acceptance of the Multi Party Impact Assessment Estimate or within any longer time period agreed by MoJ.

1.6 If MoJ accepts a Multi Party Impact Assessment Estimate then following receipt of notice of such acceptance, the relevant EM Supplier shall provide the completed Multi Party Impact Assessment to MoJ, in accordance with the provisions of Paragraph 2 of this Part B of this Schedule 7, as soon as reasonably practicable and in any event within the period set out in Paragraph 1.5 of this Part B of this Schedule 7 above.

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1.7 If an EM Supplier requires any clarification in relation to the Multi Party Change Request before it can deliver its Multi Party Impact Assessment, then it shall promptly make a request for clarification to MoJ and the FMS Supplier and provided that sufficient information is received by MoJ or the FMS Supplier to fully understand:

(a) the nature of the request for clarification; and

(b) the reasonable justification for the request,

the time period to complete the Multi Party Impact Assessment shall be extended by the time taken by MoJ and/or the FMS Supplier to provide that clarification. MoJ and/or the FMS Supplier shall respond to the request for clarification as soon as is reasonably practicable.

2 MULTI PARTY IMPACT ASSESSMENT

2.1 Each EM Supplier shall complete a Multi Party Impact Assessment in good faith and shall include (in respect of its own Services Agreement):

(a) details of what if any Contract Changes are required as a result of the Multi Party Change request. Where the EM Supplier does not believe that a Multi Party Change Request will give rise to a Contract Change, the EM Supplier shall provide a detailed explanation of this conclusion and the provisions of sub-Paragraphs (b) to (k) below shall not apply to the relevant Multi Party Impact Assessment;

(b) details of the proposed Contract Change including the reason for the Contract Change and its risk allocation;

(c) details of the actual or potential impact of the proposed Contract Change on the wider EM Services to the extent the EM Supplier is reasonably able to assess this and in particular without limitation any changes required to the Dependencies Register;

(d) details of the impact of the proposed Contract Change on the EM Services provided by the EM Supplier, the Optional Services (if any) and the EM Supplier's ability to meet its other obligations under its Services Agreement;

(e) any variation to the terms of its Services Agreement that will be required as a result of that impact, including changes to:

(i) the Services Description, the Performance Indicators and/or the Target Performance Levels;

(ii) the format of Authority Data, as set out in the Services Description;

(iii) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;

(iv) other services provided by third party contractors to MoJ, including any changes required by the proposed Contract Change to MoJ’s IT infrastructure;

(f) details of the cost of implementing the proposed Contract Change;

(g) details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any proposed mechanism for profit/loss sharing as envisaged in Paragraph 4.3 of Part C of Schedule 15 *(Charges and Invoicing)* of the relevant Services Agreement, any alteration in the resources and/or expenditure required by a Party and any alteration to the working practices of a Party;

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(h) a timetable for the implementation, together with any proposals for the testing of the Contract Change;

(i) a solution overview/ high level design(s) (where applicable, an outline implementation approach, a timetable for the implementation, together with any proposals for the testing of the Contract Change including proposed Test Success Criteria and details of any dependencies on MoJ, any other EM Supplier or third parties);

(j) details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;

(k) security or technical assurance requirements;

(l) an initial draft of the Multi Party Change Authorisation Note for the proposed Contract Change; and

(m) such other information as may be reasonably required by MoJ or an EM Supplier in (or in response to) the Multi Party Change Request.

2.2 Each EM Supplier will provide such assistance as any other EM Supplier may reasonably request to support the preparation of the related impact assessment under its Services Agreement with MoJ.

2.3 The EM Suppliers shall each provide a copy of its Multi Party Impact Assessment to the FMS Supplier who shall:

(a) produce a consolidated Multi Party Impact Assessment and Change Plan and provide these to MoJ and all impacted EM Suppliers; and

(b) review each Multi Party Change Authorisation Note and thereafter provide to MoJ.

Where an EM Supplier reasonably requires that elements of its Multi Party Impact Assessment are redacted prior to circulation to the FMS Supplier it will remove any information which the relevant EM Supplier considers to be Commercially Sensitive Information provided that the EM Supplier shall not redact information which would make it impossible for the FMS Supplier and other EM Suppliers to reasonably assess the impact of the proposed Change on its services. The redacted elements of the Multi Party Impact Assessment shall be provided by the relevant EM Supplier directly to MoJ. Each EM Supplier shall update the Multi Party Impact Assessment to reflect any comments received from an EM Supplier and submit a finalised version of the Multi Party Impact Assessment to the FMS Supplier for collation and submission to MoJ.

2.4 Where the EM Supplier has not originated the Multi Party Change Request it shall support the originating EM Supplier on the development of that EM Supplier's impact assessment including reviewing and providing comments on the draft impact assessment.

2.5 If the Contract Change involves the processing or transfer of any Personal Data outside the United Kingdom, the preparation of the Multi Party Impact Assessment shall also be subject to the data protection provisions set out in the relevant Services Agreements.

2.6 Subject to the provisions of Paragraph 2.7 of this Part B of this Schedule 7, MoJ shall review the consolidated Multi Party Impact Assessment (including the draft consolidated Change Plan and draft Multi Party Change Authorisation Notes) and respond to each EM Supplier in accordance with Paragraph 3 of this Part B of this Schedule 7 within fifteen (15) Working Days of receiving the Multi Party Impact Assessment or if later the date of receipt of any responses to clarifications.

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2.7 If MoJ is the Party in receipt of a Multi Party Change Request and MoJ reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Multi Party Change Request and the Multi Party Impact Assessments, then within five (5) Working Days of receiving the last of the Multi Party Impact Assessments, it shall notify the EM Suppliers of this fact and detail the further information that it requires. The EM Suppliers shall then re-issue the relevant Multi Party Impact Assessments to the FMS Supplier who will create a consolidated Multi Party Impact Assessment and provide this to MoJ within ten (10) Working Days of receiving such notification. At MoJ's discretion, the Parties may repeat the process described in this Paragraph 2.7 until MoJ is satisfied that it has sufficient information to properly evaluate the Multi Party Change Request and the consolidated Multi Party Impact Assessment.

2.8 The calculation of costs for the purposes of Paragraphs 2.1(f) and 2.1(g) of this Part B of this Schedule 7 shall:

(a) be based on the Financial Model;

(b) facilitate the Financial Transparency Objectives;

(c) include estimated volumes of each type of resource (including use of the Application Development and Operation Capability) to be employed and the applicable rate card;

(d) include full disclosure of any assumptions underlying such Multi Party Impact Assessment;

(e) include evidence of the cost of any assets required for the Change; and

(f) include details of any new or changes to existing Sub-contracts necessary to accomplish the Change.

3 MOJ's RIGHT OF APPROVAL

3.1 Within fifteen (15) Working Days of receiving the finalised consolidated Multi Party Impact Assessment from the FMS Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 2.7 of this Part B of this Schedule 7, MoJ shall evaluate the Multi Party Change Request and the consolidated Multi Party Impact Assessment and shall do one of the following:

(a) approve the proposed Contract Change(s), in which case the Parties shall follow the procedure set out in Paragraph 3.2 of this Part B of this Schedule 7;

(b) in its absolute discretion reject the Contract Change(s), in which case it shall notify the relevant EM Supplier(s) of the rejection. MoJ shall not reject any proposed Contract Change(s) to the extent that the Contract Change(s) is necessary for the EM Supplier(s) or the EM Services provided by those EM Supplier(s) to comply with any Changes in Law. If MoJ does reject a Contract Change, then it shall explain its reasons in writing to the relevant EM Supplier as soon as is reasonably practicable following such rejection; or

(c) in the event that it reasonably believes that a Multi Party Change Request or Multi Party Impact Assessment contains errors or omissions, require the relevant EM Supplier(s) to modify the relevant document(s) accordingly, in which event the EM Supplier(s) shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 2.7 of this Part B of this Schedule 7, on receiving the modified Multi Party Change Request and/or Multi Party Impact Assessment, MoJ shall approve or reject the proposed Contract Change within ten (10) Working Days.

3.2 If MoJ approves the proposed Contract Change pursuant to Paragraph 3.1(a) of this Schedule 7 and it has not been rejected by the relevant EM Supplier in accordance with Paragraph 4 of this Schedule 7, then it shall inform the relevant EM Supplier and the relevant EM Supplier shall prepare a final version of a Multi Party Change Authorisation Note applicable to its Services Agreement which it shall submit to MoJ for electronic signature. Following receipt by MoJ of the Multi Party Change Authorisation Note, it shall sign and return an electronic copy to the EM Supplier. On MoJ's signature, the Multi Party Change Authorisation Note shall constitute (or, where MoJ has agreed to or required the implementation of a Change prior to signature of a Multi Party Change Authorisation Note, shall constitute confirmation of) a binding variation to the relevant EM Supplier's Services Agreement.

3.3 If MoJ does not sign the Multi Party Change Authorisation Note within ten (10) Working Days of approval, then the relevant EM Supplier shall have the right to notify MoJ and if MoJ does not sign the Multi Party Change Authorisation Note within five (5) Working Days of such notification, then the relevant EM Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure set out in its Services Agreement.

4 EM SUPPLIER'S RIGHT OF APPROVAL

4.1 Following a Multi Party Impact Assessment, if:

(a) an EM Supplier reasonably believes that any proposed Contract Change which is requested by MoJ would:

(i) materially and adversely affect the risks to the health and safety of any person; and/or

(ii) require the EM Services that it provides to be performed in a way that infringes any Law; and/or

(iii) would materially affect the EM Supplier's ability to meet the Target Performance Levels; or

(b) the EM Supplier demonstrates to MoJ's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the EM Supplier's Supplier Solution nor the Services Description state that the EM Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the EM Supplier shall be entitled to reject the proposed Contract Change and shall notify MoJ of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Multi Party Impact Assessment pursuant to Paragraph 1.5 of this Part B of this Schedule 7.

5 DELIVERY OF MULTI PARTY CHANGES

5.1 Each EM Supplier acknowledges and agrees that the FMS Supplier shall be responsible for managing the overall delivery of approved Multi Party Changes. Accordingly, each EM Supplier agrees to provide such information, support and assistance as the FMS Supplier shall require in relation to the same. Without prejudice to the foregoing, each EM Supplier shall:

(a) work with and support the FMS Supplier (and other EM Suppliers) in order for the FMS Supplier to be able to produce (as appropriate):

(i) integrated implementation plans;

(ii) integrated test plans; and

(iii) an integrated risk register;

(b) work under direction from the FMS Supplier in order to achieve successful delivery against the above referenced integrated plans; and

(c) provide regular progress reports to the FMS Supplier (in such frequency as the FMS Supplier shall request).

5.2 In addition, the FMS Supplier is, in respect of its obligations set out in Paragraph 5.1 of this Part B of this Schedule 7 above, required to report on the progress of Multi Party Changes to the Implementation Board. Each EM Supplier shall:

(a) by such deadlines as the FMS Supplier shall communicate, provide the FMS Supplier with such information as the FMS Supplier may require to enable it to report accordingly; and

(b) where requested by the FMS Supplier, attend relevant meetings of the Implementation Board.

6 FAST-TRACK CHANGES

6.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

6.2 If:

(a) the total number of Contract Changes (including Bilateral Changes) in relation to which this Fast-track Change procedure has been applied does not exceed [redacted] in any twelve (12) month rolling period or > [redacted] of all Changes in that twelve (12) month period; and

(b) the EM Supplier(s) and MoJ agree the value of the proposed Contract Change over the remaining Term and any period for which Termination Services may be required does not exceed [redacted], does not have any security or data impacts and the proposed Contract Change is not significant (as determined by MoJ acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 2, 2, 3 and 4 of this Part B of this Schedule 7 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one Working Day. The restrictions set out in Paragraphs (a) and (b) above shall not apply to Changes made during the Implementation Phase in relation to "Implementation Services" and/or the "Detailed Implementation Plan" (as the same are defined in the Services Agreements) unless otherwise agreed in writing by the Parties.

6.3 The Parties may agree in writing to revise the parameters set out in Paragraph 6.2 of Part B of this Schedule 7 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed [redacted] in a rolling twelve (12) month period or > [redacted] of all Changes in that twelve (12) month period.

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Appendix 1 Multi Party Change forms

PART A: MULTI PARTY CHANGE REQUEST

APPROVAL HISTORY:

MULTI PARTY CHANGE REQUEST FORM [INSERT NAME OF IMPACTED SERVICES CONTRACT(S)] CONTRACT REF:		MPCR NO.: TYPE OF CHANGE: CHANGE TIER:	
TITLE:			
ORIGINATOR:		CONTACT NUMBER:	
SPONSOR:		CONTACT NUMBER:	
DATE OF INITIATION:		REQUIRED BY DATE:	
ASSIGNED FOR MULTI PARTY IMPACT ASSESSMENT TO:			
DESCRIPTION OF PROPOSED MULTI PARTY CHANGE:			
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, A3, etc.)			
• The Business benefit/VFM that this Change will provide is …….			

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INITIATED BY [ ]	DATE:
NAME AND ORGANISATION (E.G. “MOJ”, “SUPPLIER”):	
SIGNATURE:	
RECEIVED BY [ ]	DATE:
NAME AND ORGANISATION (E.G. “MOJ”, “SUPPLIER”):	
SIGNATURE:	

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PART B: MULTI PARTY IMPACT ASSESSMENT FORM:

MULTI PARTY IMPACT ASSESSMENT FORM	MPIAF VERSION NUMBER
MPCR TITLE:	MPCR NUMBER:
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH MULTI PARTY IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE SERVICES AGREEMENT: (identify any attachments as B1, B2, B3, etc.) Changes to EM Services requirements, terms of the Services Agreement, personnel to be provided, charging structure (including any proposed gainshare mechanism), payment profile, documentation, training, Performance Indicators and component working arrangements and any other contractual issue.	
IMPACT: (Refer to any impact analysis attachment where applicable)	
SUSTAINABILITY IMPACT ASSESSMENT: [Summarise the impact. May need to attach associated documents]	
RISK ASSESSMENT:	
DELIVERABLES:	
TIMETABLE:	

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TEST SUCCESS CRITERIA	
CHARGES FOR IMPLEMENTATION (IF ANY): (Including a schedule of payments. Consider whether the Application Development and Operation Capability should be used. If not applicable, mark “Not Applicable”)	
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE (IF ANY):(If not applicable, mark ‘Not Applicable’) SUPPORTING MATERIALS DOCUMENT REFERENCE(S):	
OTHER RELEVANT INFORMATION: (including value-added and acceptance criteria)	
AUTHORISED BY EM SUPPLIER	DATE:
NAME:	
SIGNATURE:	
The EM Supplier warrants and represents that this Multi Party Impact Assessment Form complies with the requirements of Paragraph 2 of Schedule 7 of the Collaboration Agreement, and that its content is, to the best of its knowledge and belief, accurate and comprehensive in all material respects.	

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PART C: MULTI PARTY CHANGE AUTHORISATION NOTE

APPROVAL HISTORY:

MPCCN NUMBER:	MPCR TITLE: MULTI PARTY IMPACT ASSESSMENT FORM VERSION:
DATE OF MULTI PARTY CHANGE REQUEST FORM:	
DATE OF MULTI PARTY IMPACT ASSESSMENT AUTHORISATION:	
IMPLEMENTATION OF THIS MULTI PARTY CHANGE REQUEST, IS: (tick as appropriate)	
APPROVED REJECTED REQUIRES FURTHER INFORMATION (as follows, as Attachment 1, etc.)	
FOR MOJ	FOR EM SUPPLIER
Signature	Signature

SIGNED for and on behalf of
THE SECRETARY OF STATE FOR JUSTICE

)
)
)
) Signature: REDACTED

Name (block capitals): REDACTED

Position: REDACTED

SIGNED for and on behalf of
SERCO LIMITED by a director:

)
)
)
) Signature:

Name (block capitals):

Director

SIGNED for and on behalf of
G4S MONITORING TECHNOLOGIES LTD by a director:

)
)
)
) Signature: REDACTED

Name (block capitals):