

**AUTHORITY: The Secretary of State for the Home
Department**

**Schedule 6.1
Implementation Plan**

**Gatwick Estate
(Brook House, Tinsley House with Pre-Departure
Accommodation)
Immigration Removal Centres and PDA Contract**

IMPLEMENTATION PLAN

DEFINITIONS

In this Schedule, the following definitions shall apply:

- “Implementation Period”** means the period commencing when the activities listed in the Detailed Implementation Plan begin and ending on the date the Temporary Authority to Proceed is issued;
- “Outstanding List”** means a list of activities to be completed no later than:
(a) the date(s) agreed in the Detailed Implementation Plan; or
(b) in the case of new activities identified during the Implementation Period as being required, the date(s) agreed by the Parties; and
- “Transition Period”** means the period commencing on the date the Temporary Authority to Proceed is issued and ending on the date of issue of the Authority to Proceed, which must not exceed a maximum duration of ■ months.

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Implementation Plan

1 INTRODUCTION

1.1 This Schedule:

- (a) defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and
- (b) identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

2 OUTLINE IMPLEMENTATION PLAN

2.1 The Outline Implementation Plan is set out in Annex A.

2.2 All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure. The Supplier will have overall responsibility for planning and executing the Implementation Plans.

2.3 The Implementation Period will be ■■■ months, at the end of which the Temporary Authority to Proceed will be issued, subject to the requirements set out in Annex A – (Outline Implementation Plan) having been completed. The Transition Period will be a maximum of ■■■ months and will follow the Operational Service Commencement Date to allow the Authority to Proceed to be issued.

3 APPROVAL OF THE DETAILED IMPLEMENTATION PLAN

3.1 The Supplier shall submit a draft Detailed Implementation Plan to the Authority for approval within 5 Working Days of the Effective Date. The Authority shall review and provide the Supplier with comments on the draft Detailed Implementation Plan within 3 working days. The Supplier shall then revise the draft Detailed Implementation Plan as appropriate, to take reasonable account of the comments of the Authority and to comply with the provisions of this schedule. The Supplier and the Authority will work together to agree the final version of the Detailed Implementation Plan, no later than 10 working days from the Effective Date.

3.2 The Supplier shall commence the activities and duties as set out in the Detailed Implementation Plan following the Authority's approval of the Detailed Implementation Plan, approved in accordance with paragraph 3.1 of this Schedule 6.1.

3.3 The Supplier shall ensure that the draft Detailed Implementation Plan:

- (a) incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;
- (b) clearly outlines all the steps required to implement the Milestones to be achieved in the Implementation and Transition Period;
- (c) includes (as a minimum) the Supplier's proposed timescales in respect of each of the Milestones;
- (d) provides the Supplier's schedule of high level tasks;

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- (e) clearly indicates where the Supplier and/or the Authority are required to complete a task;
 - (f) includes detailed governance arrangements during the Implementation Period and Transition Period covering the following points:
 - (i) details of status reporting to the Authority on a weekly basis to include progress against Implementation Plan and associated resolution and/or mitigation actions;
 - (ii) a schedule of meetings and reporting requirements required by the Authority during the Implementation Period and Transition Period, which as a minimum, shall include fortnightly meetings, proposed attendees and up to date progress reports. A standard agenda for the meetings shall be agreed between the parties; and
 - (iii) the contact details for the Supplier's Project Team;
 - (g) Details the Supplier's plan to fulfil obligations under TUPE including procedures for service commencement relating to TUPE transfers;
 - (h) Identifies and seeks to eliminate business and technical issues and risks that may affect transition; and
 - (i) Includes completed Home Office security clearance forms for each of the implementation team who will require unescorted access to the site at which Services will be delivered and for any new members of the onsite management team. The Supplier shall allow for up to 3 months of the Implementation and/or Transition Period to enable the HMG Baseline Personnel Security Standard clearance checks to be completed. In the absence of Baseline clearance being obtained, the Former Supplier will be required accompany the Supplier's Implementation staff, during the Implementation Period whilst they attend the site where Services are to be delivered.
- 3.4 Any changes to the Detailed Implementation Period shall be agreed between the parties. The Supplier shall submit any revised Detailed Implementation Plan to the Authority for approval within 3 working days of the change being identified.
- 3.5 Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Paragraph 3.1, the Authority shall have the right:
- (a) to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
 - (i) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
 - (ii) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
 - (iii) any other work in progress in relation to the Detailed Implementation Plan; and
 - (b) to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.

4 TEMPORARY AUTHORITY TO PROCEED

- 4.1 On or prior to the Operational Service Commencement Date the Supplier shall obtain from the Authority either a Temporary Authority to Proceed or an Authority to Proceed.
- 4.2 Where the Supplier has complied with the requirements of Annex A categorised as Implementation but not complied with the total requirements of Annex A the Authority may, at its sole discretion, allow the Supplier to commence provision of the Services on the Contract Operational Service Commencement Date by issuing a Temporary Authority to Proceed to the Supplier.
- 4.3 At any time prior to the Operational Service Commencement Date the Supplier becomes aware that the completion of any activity, required for the issuing of a Temporary Authority to Proceed, will not be met within the timescales in the Detailed Implementation Plan, the Supplier shall create an Outstanding List within 24 hours and submit it to the Authority. The outstanding works list shall be regularly reviewed by the Parties and updated where necessary, adding or deleting items listed where appropriate, specifying any remedial actions and agreeing revised timescales.
- 4.4 The Supplier shall present a final Outstanding List to the Authority at the same time that the Supplier gives notice to the Authority that it has satisfied the requirements for obtaining a Temporary Authority to Proceed.
- 4.6 Where a Temporary Authority to Proceed is issued, any new Implementation activities that have been identified following the Operational Service Commencement Date will be added to the Outstanding List and the requirements as described in 4.3 for the management and notification of items on the outstanding list shall apply.

5 AUTHORITY TO PROCEED

- 5.1 The Authority to Proceed will be issued following the end of the Transition Period and will only be issued if the Supplier has demonstrated to the satisfaction of the Authority that it has completed all of the activities set out in Annex A, which shall be included in the Detailed Implementation Plan and any activities contained in the Outstanding List.
- 5.2 Following receipt of any information under this Schedule 6.1, the Authority shall be entitled to request from the Supplier, and the Supplier shall be obliged to provide, such information as the Authority may require for the purpose of implementing the Authority to Proceed, provided that any request for such further information shall be made by the Authority as soon as is reasonably practicable following the receipt of the information outlined in this Schedule.
- 5.3 Notwithstanding anything in the Contract, the Authority shall not issue an Authority to Proceed unless the information required by the Authority has been supplied to it and the necessary approvals (including without limitation final approval of the Detailed Implementation Plan have been given by the Authority to the Supplier as specified or referred to in this schedule.

6 GOVERNMENT REVIEWS

The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

7 OTHER IMPLEMENTATION REQUIREMENTS

7.1 Co-operation with other parties

7.1.1. The Supplier shall:

- (a) co-operate with other parties, including, but not limited to the Authority, and the Former Supplier to affect the smooth transfer of service provision; and
- (b) abide by the requirements of the “Service Transfer Agreement” Annex C.

7.2 Mobilisation Governance and Meetings

7.2.1. The Supplier shall:

- (a) appoint a suitably experienced and empowered implementation project manager, and provide their contact details to the Authority; and
- (b) attend Implementation meetings and provide briefing presentations to the Authority on Service delivery.

7.3 Submission of documentation

7.3.1. The Supplier shall:

- (a) subject to paragraph (b) below, submit all documents to the Authority properly labelled in such a manner and within timescales agreed with the Authority; and
- (b) if copies of documentation are needed by the Authority, provide copies of the documentation in electronic format, being in 11pt Arial MS Word or MS Excel.

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ANNEX A: OUTLINE IMPLEMENTATION PLAN

The Supplier is expected to provide as detailed below:

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ANNEX B IMPLEMENTATION MILESTONES

Milestone	Deliverables <i>(bulleted list showing all Deliverables (and associated tasks) required for each Milestone)</i>	Duration <i>(Working Days)</i>	Milestone Date	Authority Responsibilities <i>(if applicable)</i>	Link to ATP/CPP

ANNEX C: SERVICE TRANSFER AGREEMENT

1. GENERAL

- 1.1 It is recognised by all parties that effective transfer of the Services is the responsibility of the Appointed Supplier and Former Supplier.
- 1.2 Effective co-operation between all parties is essential to achieve the effective transfer of the Service.
- 1.3 This Service Transfer Agreement details the basic terms of co-operation by which all parties agree to abide in order to achieve effective transfer of the Service.
- 1.4 This Service Transfer Agreement is in addition to any specific obligation covered elsewhere within the contracts between the Authority and the Supplier and Former Supplier. Where an obligation/term detailed elsewhere within the contract contradicts this Service Transfer Agreement, then that obligation/term shall take precedence.

2. FORMER SUPPLIER

- 2.1 The Former Supplier agrees to co-operate with the Supplier and the Authority to effect the smooth transfer of the Services, including the timely, detailed, and accurate provision of information as required.
- 2.2 The Former Supplier agrees to provide a principle point of contact, for the Supplier, and the Authority, who has responsibility for exit management activities and the authorisation to make decisions binding upon the Former Supplier.
- 2.3 The Former Supplier agrees to make relevant staff available to facilitate the smooth transfer of the Service. This includes but is not limited to making staff available for meetings with the Supplier and/or the Authority and responding in a timely manner to all forms of communication.
- 2.4 The Former Supplier agrees that if specific working groups are established the Former Supplier will provide suitable, experienced staff, with the authorisation to make decisions to participate within these working groups
- 2.5 The Former Supplier agrees to develop and abide by a communication strategy with the other parties in respect of the transfer of the Service.
- 2.6 The Former Supplier agrees to consider reasonable requests from the Supplier to communicate with existing staff, and where such requests are granted to facilitate this communication.
- 2.7 The Former Supplier agrees to provide such facilities as required by the Supplier to facilitate Service handover, where such provision is feasible and reasonable.
- 2.8 The Former Supplier agrees to provide site access, where such provision is feasible, reasonable and sufficient notice has been provided by the Supplier. This would include, but not be limited to:
 - (a) Access to the site;
 - (b) Office Space;
 - (c) Access to plant/machinery; and
 - (d) Data and records.
- 2.9 The Former Supplier agrees to provide updated, accurate information to the Appointed Supplier as soon as any change/issue is identified. This information would include, but

not be limited to:

- (a) Notification of changes to the TUPE list or other required TUPE information (for example staff resigning or being retained by the Former Supplier).
- (b) Any maintenance issues that have occurred and will not be fully rectified by contract handover.
- (c) Changes to assets being transferred (including updated Maintained Asset Register).

2.10 The Former Supplier agrees that it will not undertake any action that will have an adverse effect upon the performance of its contract with the Authority.

3. APPOINTED SUPPLIER

- 3.1 The Appointed Supplier agrees to co-operate with the Former Supplier and the Authority to effect the smooth transfer of the Services, including the timely, detailed and accurate provision of information as required.
- 3.2 The Appointed Supplier agrees to provide a principle point of contact, for the Former Supplier, and the Authority, who has responsibility for implementation and transition, and the authorisation to make decisions binding upon the Appointed Supplier.
- 3.3 The Appointed Supplier agrees to make relevant staff available to facilitate the smooth transfer of the Service. This includes but is not limited to making staff available for meetings with the Former Supplier and/or the Authority and responding in a timely manner to all forms of communication.
- 3.4 The Appointed Supplier agrees that if specific working groups are established the Appointed Supplier will provide suitable, experienced staff, with the authorisation to make decisions to participate within these working groups.
- 3.5 The Appointed Supplier agrees to develop and abide by a communication strategy with the other parties in respect of the transfer of the Services.
- 3.6 The Appointed Supplier agrees to abide by any reasonable restriction placed upon it by the Former Supplier, or the Authority in respect of, but not limited to:
 - (a) Communication with staff
 - (b) Site access
- 3.7 The Appointed Supplier agrees that it will not undertake any action that will have an adverse effect upon the performance of its contract with the Authority.

4. THE AUTHORITY

- 4.1 The Authority agrees that whilst it is recognised by all parties that effective transfer of the Services is the responsibility of the Appointed Supplier, and Former Supplier, the Authority has a key liaison role in the process including, but not limited to;
 - (a) Mediating issues between the Appointed Supplier and Former Supplier.
 - (b) Escalating issues which cannot be resolved by mediation with the other parties' senior management, to gain resolutions.
 - (c) Chairing tripartite meetings (if required).
 - (d) Facilitating the provision of information from either the Appointed Supplier or Former Supplier, where such information has not been made readily available.
 - (e) Contributing to the maintenance of the handover process.

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- 4.2 The Authority agrees to make relevant staff available to facilitate the smooth transfer of the Service. This includes but is not limited to making staff available for meetings with the Appointed Supplier, and/or Former Supplier, and responding in a timely all forms of communication.
- 4.3 The Authority agrees to provide updated, accurate information to the Appointed Supplier and Former Supplier in relation to any issue which may affect contract mobilisation or exit management activities.