Schedule 6.3 – Security Threat and Risk Assessments and Security Plans

Part 1 – Security Threat and Risk Assessments

1 Introduction

The provisions of this Part 1 shall apply whenever a Security Threat and Risk Assessment is required to be reviewed, Approved or otherwise processed.

2 Draft Security Threat and Risk Assessments

2.1 By the relevant date specified in the Security Threat and Risk Assessment Detailed Solution, the Supplier shall submit to the Authority a Draft Security Threat and Risk Assessment for the relevant Affected Property for review by the Authority pursuant to the terms of this Part 1.

2.2 The Authority shall review the relevant Draft Security Threat and Risk Assessment and provide comments on the relevant Draft Security Threat and Risk Assessment by not later than 10 Working Days following the date of receipt pursuant to Paragraph 2.1 of this Part 1.

2.3 Any comments provided by the Authority pursuant to Paragraph 2.2 of this Part 1 or any elements of the Draft Security Threat and Risk Assessment which have not been commented on by the Authority shall not be interpreted or deemed in any way whatsoever to be Approved by the Authority pursuant to the terms of this Schedule or otherwise.

3 Detailed Security Threat and Risk Assessment Submission

3.1 The Supplier shall amend the Draft Risk Assessment and shall then submit 1 electronic copy of the Security Threat and Risk Assessment (revised in accordance with the Authority's comments pursuant to Paragraph 2.2 of this Part 1) (**Security Threat and Risk Assessment Submission**) to the Authority within 5 Working Days of receipt of a response from the Authority pursuant to Paragraph 2.2 of this Part 1.

3.2 In relation to each Security Threat and Risk Assessment Submission, and without prejudice to the Authority's rights and remedies under this Agreement, the following procedure shall apply:

3.2.1 The Authority shall within 5 Working Days of the date of receipt of the Security Threat and Risk Assessment Submission by the Supplier (or such other period as the Parties may agree), return 1 copy of the relevant Security Threat and Risk Assessment Submission to the Supplier marked “Approved” or “Rejected” (and in this Part 1 references to Approves and Reject and Rejection and Rejecting shall be construed accordingly) as appropriate;

3.2.2 If the Authority fails to return a copy of the relevant Security Threat and Risk Assessment Submission in accordance with Paragraph 3.2.1 of this Part 1, the Parties shall meet as soon as reasonably practicable and in any event within 5 Working Days of the date on which the Authority should have responded pursuant to Paragraph 3.2.1 of this Part 1 (the **Security Threat and Risk Assessment Clarification Meeting**); and

3.2.3 At the Security Threat and Risk Assessment Clarification Meeting the Authority shall return 1 copy of the relevant Security Threat and Risk Assessment Submission to the Supplier marked Approved or Rejected as appropriate. If the Authority does not attend the Security Threat and Security Threat and Risk Assessment Clarification Meeting or does not return 1 copy of the relevant Security Threat and Risk Assessment Submission as required pursuant to this Paragraph 3.2.3 of this Part 1, then the matter shall be resolved in accordance with the Dispute Resolution

Procedure.

4 Further Information

4.1 The Supplier shall submit any further or other information, data and documents that the Authority reasonably requires in order to determine whether it has a basis for Rejecting any Security Threat and Risk Assessment Submission in accordance with this Part 1. If the Supplier does not submit any such information, data and documents, the Authority shall be entitled to:

4.1.1 Reject the Security Threat and Risk Assessment Submission on the basis of the information, data and documents which have been provided; or

4.1.2 Reject the Security Threat and Risk Assessment Submission on the grounds that insufficient information, data and documents have been provided to enable the Authority to determine whether it has a legitimate basis for Rejecting in accordance with this Part 1.

5 Rejection

5.1 Where the Authority Rejects any Security Threat and Risk Assessment Submission it shall act reasonably and shall provide reasons for such Rejection to the Supplier.

6 Effect of Review

6.1 Any Security Threat and Risk Assessment Submission which is returned or deemed to have been returned by the Authority endorsed Approved shall be used by the Supplier to develop the Draft Security Plan for the relevant Affected Property.

6.2 Subject to Paragraph 6.3 of this Part 1, where the Authority returns the Security Threat and Risk Assessment Submission to the Supplier endorsed Rejected, then the Security Threat and Risk Assessment Submission will not be acted upon.

6.3 Within 10 Working Days of receiving comments from the Authority, the Supplier may amend the relevant Security Threat and Risk Assessment Submission and re-submit the Security Threat and Risk Assessment Submission to the Authority and Paragraphs 3, 4, 5 and 6 of this Part 1 shall apply (changed according to context) to any such re-submission of the relevant Security Threat and Risk Assessment Submission.

6.4 If a Security Threat and Risk Assessment Submission is Rejected a second time, the Authority shall be entitled to appoint an independent expert to carry out a Security Threat and Risk Assessment for the relevant Affected Property at the Supplier's cost.

7 Document Management

7.1 The Supplier shall maintain a register of the date and contents of all Security Threat and Risk Assessment Submissions to the Authority pursuant to this Part 1 (including the date of any responses from the Authority).

7.2 No review, Rejection or Approval by the Authority shall operate to exclude or limit the Supplier's obligations or liabilities under this Agreement (or the Authority's rights under this Agreement).

Part 2 – Security Plans

1 Introduction

The provisions of this Part 2 shall apply whenever a Security Plan is required to be reviewed, Approved or otherwise processed.

2 Draft Security Plans

2.1 By the relevant date specified in the Security Plan Detailed Solution, the Supplier shall submit to the Authority a Draft Security Plan for review by the Authority pursuant to the terms of this Part 2.

2.2 The Authority shall review the relevant Draft Security Plan and provide comments on the relevant Draft Security Plan by not later than 15 Working Days following the date of receipt pursuant to Paragraph 2.1 of this Part 2.

2.3 Any comments provided by the Authority pursuant to Paragraph 2.2 of this Part 2 or any elements of the Draft Security Plan which have not been commented on by the Authority shall not be interpreted or deemed in any way whatsoever to be Approved by the Authority pursuant to the terms of this Schedule or otherwise.

3 Detailed Security Plan Submission

3.1 The Supplier shall amend the Draft Security Plan and shall submit 1 electronic copy of the Security Plan (revised in accordance with the Authority's comments pursuant to Paragraph 2.2 of this Part 2) (**Security Plan Submission**) to the Authority within 5 Working Days of receipt of a response from the Authority pursuant to Paragraph 2.2 of this Part 2.

3.2 The Security Plan Submission shall include all details required for a Security Plan in accordance with the Statement of Requirements, including a breakdown of the total Charges that will apply in relation to the installation of any Replacement Security Systems and shall be accompanied by a Savings Proposal if applicable (which shall be reviewed in accordance with the procedure set out in Schedule 7.6 (Savings Payments and Overspend Deductions)).

3.3 In relation to each Security Plan Submission, and without prejudice to the Authority's rights and remedies under this Agreement, the following procedure shall apply:

3.3.1 The Authority shall within 10 Working Days of the date of receipt of the Security Plan Submission by the Supplier (or such other period as the Parties may agree), return 1 copy of the relevant Security Plan Submission to the Supplier marked “Approved” or “Rejected” (and in this Part 2 references to Approves and Reject and Rejection and Rejecting shall be construed accordingly) as appropriate;

3.3.2 If the Authority fails to return a copy of the relevant Security Plan Submission in accordance with Paragraph 3.3.1 of this Part 2, the Parties shall meet as soon as reasonably practicable and in any event within 5 Working Days of the date on which the Authority should have responded pursuant to Paragraph 3.3.1 of this Part 2 (the **Security Plan Clarification Meeting**); and

3.3.3 At the Security Plan Clarification Meeting the Authority shall return 1 copy of the relevant Security Plan Submission to the Supplier marked Approved or Rejected as appropriate. If the Authority does not attend the Security Plan Clarification Meeting or does not return 1 copy of the relevant Security Plan Submission as required pursuant to this Paragraph 3.3.3 of this Part 2 then the matter shall be resolved in accordance with the Dispute Resolution Procedure.

3.4 Following the Approval of a Security Plan, the Authority shall (if applicable) raise a work order (or such other form of confirmation document as the Authority may use from time to time) and provide this to the Supplier confirming that the Supplier can start implementation of the relevant Security Plan (**Security Plan Implementation Confirmation**).

3.5 On receipt of a Security Plan Implementation Confirmation, the Supplier may begin to implement the relevant Security Plan in accordance with the terms of this Agreement, the relevant Security Plan and the agreed timetable for implementation agreed with the Supply Chain Integrator.

4 Further Information

4.1 The Supplier shall submit any further or other information, data and documents that the Authority reasonably requires in order to determine whether it has a basis for Rejecting any Security Plan Submission in accordance with this Part 2. If the Supplier does not submit any such information, data and documents, the Authority shall be entitled to:

4.1.1 Reject the Security Plan Submission on the basis of the information, data and documents which have been provided; or

4.1.2 Reject the Security Plan Submission on the grounds that insufficient information, data and documents have been provided to enable the Authority to determine whether it has a legitimate basis for Rejecting in accordance with this Part 2.

5 Rejection

5.1 Where the Authority Rejects any Security Plan Submission it shall act reasonably and shall provide reasons for such Rejection to the Supplier.

6 Effect of Review

6.1 Any Security Plan Submission which is returned or deemed to have been returned by the Authority endorsed Approved shall be implemented in accordance with the agreed programme of implementation.

6.2 Subject to Paragraph 6.3 of this Part 2, where the Authority returns the Security Plan Submission to the Supplier endorsed Rejected, then the Security Plan Submission will not be acted upon.

6.3 Within 10 Working Days of receiving comments from the Authority, the Supplier may amend the relevant Security Plan Submission and re-submit it to the Authority and Paragraphs 3, 4, 5 and 6 of this Part 2 shall apply (changed according to context) to any such re-submission of the relevant Security Plan Submission.

7 Document Management

7.1 The Supplier shall maintain a register of the date and contents of all submissions to the Authority pursuant to this Part 2 (including the date of any responses from the Authority).

7.2 No review, Rejection or Approval by the Authority shall operate to exclude or limit the Supplier's obligations or liabilities under this Agreement (or the Authority's rights under this Agreement).

Part 3 – Interim Security Plans

1 Introduction

The Parties acknowledge that on and from the Operational Service Commencement Date and prior to the Security Plans being implemented, the Supplier shall have to provide the Services at the Affected Properties in accordance with Interim Security Plans. This Part 3 sets out the Parties' obligations in respect of the Interim Security Plans.

2 Draft Security Plans

2.1 Prior to the Operational Readiness Completion Date the Supplier shall undertake a review of the current security arrangements at the Affected Properties and shall submit to the Authority a Draft Interim Security Plan for review by the Authority pursuant to the terms of this Part 3.

2.2 The Authority shall review the relevant Draft Interim Security Plan and provide comments on the relevant Draft Interim Security Plan by not later than 15 Working Days following the date of receipt pursuant to Paragraph 2.1 of this Part 3.

2.3 Any comments provided by the Authority pursuant to Paragraph 2.2 of this Part 3 or any elements of the Draft Interim Security Plan which have not been commented on by the Authority shall not be interpreted or deemed in any way whatsoever to be Approved by the Authority pursuant to the terms of this Schedule or otherwise.

3 Detailed Interim Security Plan Submission

3.1 The Supplier shall amend the Draft Interim Security Plan and shall submit 1 electronic copy of the Interim Security Plan (revised in accordance with the Authority's comments pursuant to Paragraph 2.2 of this Part 3) (**Interim Security Plan Submission**) to the Authority within 5 Working Days of receipt of a response from the Authority pursuant to Paragraph 2.2 of this Part 3.

3.2 The Interim Security Plan Submission shall include all details required for an Interim Security Plan in accordance with the Statement of Requirements, including a breakdown of the total Charges in respect of the relevant Affected Property (or forecast Charges if the Supplier has not yet received full information regarding the costs relating to Transferring Former Supplier Employees).

3.3 In relation to each Interim Security Plan Submission, and without prejudice to the Authority's rights and remedies under this Agreement, the following procedure shall apply:

3.3.1 The Authority shall within 10 Working Days of the date of receipt of the Interim Security Plan Submission by the Supplier (or such other period as the Parties may agree), return 1 copy of the relevant Interim Security Plan Submission to the Supplier marked "Approved" or "Rejected" (and in this Part 3 references to Approves and Reject and Rejection and Rejecting shall be construed accordingly) as appropriate;

3.3.2 If the Authority fails to return a copy of the relevant Interim Security Plan Submission in accordance with Paragraph 3.3.1 of this Part 3, the Parties shall meet as soon as reasonably practicable and in any event within 5 Working Days of the date on which the Authority should have responded pursuant to Paragraph 3.3.1 of this Part 3 (the **Interim Security Plan Clarification Meeting**); and

3.3.3 At the Interim Security Plan Clarification Meeting the Authority shall return 1 copy of the relevant Interim Security Plan Submission to the Supplier marked Approved or Rejected as appropriate. If the Authority does not attend the Interim Security Plan Clarification Meeting or does not return 1 copy of the relevant Interim Security Plan

Submission as required pursuant to this Paragraph 3.3.3 of this Part 3 then the matter shall be resolved in accordance with the Dispute Resolution Procedure.

4 Further Information

4.1 The Supplier shall submit any further or other information, data and documents that the Authority reasonably requires in order to determine whether it has a basis for Rejecting any Interim Security Plan Submission in accordance with this Part 3. If the Supplier does not submit any such information, data and documents, the Authority shall be entitled to:

4.1.1 Reject the Interim Security Plan Submission on the basis of the information, data and documents which have been provided; or

4.1.2 Reject the Interim Security Plan Submission on the grounds that insufficient information, data and documents have been provided to enable the Authority to determine whether it has a legitimate basis for Rejecting in accordance with this Part 3.

5 Rejection

5.1 Where the Authority Rejects any Interim Security Plan Submission it shall act reasonably and shall provide reasons for such Rejection to the Supplier.

6 Effect of Review

6.1 Any Interim Security Plan Submission which is returned or deemed to have been returned by the Authority endorsed Approved shall be implemented from the Operational Service Commencement Date.

6.2 Subject to Paragraph 6.3 of this Part 3, where the Authority returns the Interim Security Plan Submission to the Supplier endorsed Rejected, then the Interim Security Plan Submission will not be acted upon.

6.3 Within 10 Working Days of receiving comments from the Authority, the Supplier may amend the relevant Interim Security Plan Submission and re-submit it to the Authority and Paragraphs 3, 4, 5 and 6 of this Part 3 shall apply (changed according to context) to any such re-submission of the relevant Interim Security Plan Submission.

7 Document Management

7.1 The Supplier shall maintain a register of the date and contents of all submissions to the Authority pursuant to this Part 3 (including the date of any responses from the Authority).

7.2 No review, Rejection or Approval by the Authority shall operate to exclude or limit the Supplier's obligations or liabilities under this Agreement (or the Authority's rights under this Agreement).