

SCHEDULE 19

ICT

PART 1

GENERAL ICT OBLIGATIONS

1. CHANGES

- 1.1 The Contractor shall implement all Changes requested by the Authority to the Contractor ICT to enable the Authority to implement any business transformation programmes or strategic initiatives that the Authority may implement from time to time to any part of the Authority ICT (including replacement of the Authority ICT with alternative applications and networks) in accordance with Schedule 12 (Change Protocol) and paragraph 2.2(b)(ii) of Schedule 12 shall not apply to these Changes. This shall include all Changes required by the Authority to enable the Authority to implement FITS and proceed with the implementation of the Strategic Partner Gateway. The Authority shall consider, acting reasonably, as part of the Change Protocol any representations the Contractor makes to it in writing if the Contractor considers that paragraph 2.2(b)(ii) of Schedule 12 is applicable.
- 1.2 If any Change proposed by the Contractor would, in the Authority's reasonable opinion, require a change to any Authority ICT, the Authority shall be entitled to recover any costs incurred by the Authority as a result of implementing that change to the Authority ICT.

2. INFORMATION ASSURANCE AND SECURITY

- 2.1 The Contractor shall, and shall procure that each of its Subcontractors shall, comply with the HMG Security Policy Framework and the Authority ICT Policies.
- 2.2 The Contractor shall implement security risk controls that are, where appropriate and as a minimum standard, in accordance with CESG Guidance and Policies found at www.cesg.gov.uk including:
- (a) CESG Good Practice Guides;
 - (b) CESG Implementation Guides;
 - (c) CESG Security Procedures;
 - (d) CESG Cryptographic Standards; and
 - (e) CESG Infosec Memoranda & Manuals.
- 2.3 The Contractor shall permit the Authority to undertake an independent information technology health check as detailed at www.cesg.gov.uk (**ITHC**) on the Contractor's ICT systems as reasonably requested by the Authority and, in any event, at least once in each Contract Year, and shall provide reasonable assistance to the Authority to enable an ITHC.
- 2.4 The Contractor shall:
- (a) implement for each Contract Year as a minimum, a security awareness training programme for all Contractor Personnel directly or indirectly providing Services to the Authority; and

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CPA 14, DORSET, DEVON AND CORNWALL, BIDDER 185
FINAL

- (b) ensure that the content of that security awareness training programme maintains the Contractor Personnel's understanding and awareness of current security operating processes and procedures.

2.5 Within 10 Business Days after the Amendment Date, the Contractor shall confirm in writing to the Authority that it is aware that communications sent or received by means of the PSN may be intercepted or monitored by the Authority. The Contractor shall maintain a record of that written confirmation and make it available to the Authority on request.

3. ACCREDITATION

3.1 No later than the date that is 3 months after the Amendment Date, the Contractor shall:

- (a) identify all Contractor ICT, including any Legacy ICT, that the Contractor wishes to use to process or store HMG Data and shall notify the Authority of that Contractor ICT; and
- (b) provide to the Authority an Accreditation strategy in writing setting out how the Contractor will achieve Accreditation in accordance with this paragraph 3.

3.2 The Contractor shall:

- (a) obtain Accreditation for all Contractor ICT identified pursuant to paragraph 3.1 above by no later than the date that is 24 months from the Amendment Date; and
- (b) maintain that Accreditation for the remainder of the Contract Period.

3.3 The Contractor shall not transfer, store or process any HMG Data outside of an Accredited environment without the prior written consent of the Authority at any time from the Amendment Date.

3.4 The Contractor shall send a properly authorised and experienced person to attend a monthly (or as otherwise agreed in writing between the parties) Security Working Group at no additional cost to the Authority to ensure that the Accreditation proceeds efficiently and to address any other ICT security or operational matters as applicable from time to time.

3.5 The Contractor shall not, and shall procure that its Subcontractors shall not, decommission any Contractor ICT that processes Information Assets without agreeing with the Authority in writing the process for decommissioning (aligned with HMG IA Standard No.5 Secure Sanitisation).

3.6 The Contractor shall:

- (a) as soon as reasonably practicable after the Amendment Date, engage a CLAS security consultant or other suitably qualified and experienced information assurance specialist (the **Security Consultant**);
- (b) ensure that all IAS1-2 risk assessments and IAS1-2 Risk Management Accreditation Document Sets (**RMADS**) are completed and maintained as soon as practicable by the Security Consultant;
- (c) once in each Contract Year, or if a material change in security risk is identified as soon as practicable after that security risk is identified, undertake a security risk assessment of the Information Assets in accordance with IA Standard No 1-2; and

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CPA 14, DORSET, DEVON AND CORNWALL, BIDDER 185
FINAL

- (d) in accordance with IA Standard No1/2, provide the RMADS to the Authority in respect of all Contractor ICT that processes or holds HMG Data once in each Contract Year or, if there is a significant change to the RMADS, as soon as practicable after that significant change.

3.7 The Contractor shall undertake in relation to the Contractor ICT security assurance (penetration testing) that has been authorised by the Security Consultant pursuant to the green light scheme detailed on www.cesg.gov.uk prior to the Contractor ICT processing, storing or transmitting any HMG Data. The Contractor shall repeat such penetration testing once in each Contract Year, as soon as practicable following a material change to the Contractor ICT or as otherwise requested by the Security Consultant.

3.8 The Contractor shall obtain and retain evidence of the Accreditation for all Contractor ICT that processes HMG Data.

4. COMMUNICATIONS

4.1 The Contractor shall provide a telephone number and a mail box approved to receive, send and store emails at IL3 or above that is operated between 9am and 5pm Monday to Friday for the purpose of communication between the Contractor and the Authority.

4.2 In addition to Part 2, paragraph 7 of this Schedule 19, the Contractor shall supply telephony for its Contractor Personnel in accordance with Good Industry Practice to meet the day to day operational requirements of providing the Services having due regard to the Business Impact Level of the information being communicated.

4.3 In the event that the Contractor chooses to use its own Internet Protocol (IP) technology for the provision of telephony services, it shall ensure that the Contractor's LAN infrastructure shall be kept physically and logically separate from any Authority owned LAN infrastructure including the use of separate LAN switches. The Contractor shall have due regard to the Business Impact Level of the data used in the IP telephony service.

4.4 The Contractor shall ensure that all IP telephony that will be used for conveying information pertaining to HMG Data system shall be Accredited in accordance with paragraph 3 above.

4.5 The Contractor shall ensure that all video conferencing technology used by the Contractor in the provision of the Services that interfaces with Authority ICT shall be compatible with the Authority's infrastructure.

4.6 The Contractor shall ensure that it has appropriate secure connectivity to the internet and adequate bandwidth to enable Authority Personnel to obtain and maintain access to Authority ICT in Contractor Premises throughout the Contract Period.

5. APPROACH TO GREEN ICT

5.1 The Contractor shall use reasonable endeavours to reduce the environmental impact of the Contractor ICT in accordance with the Government Digital Service – Technology Code of Practice, as updated from time to time.

5.2 The Contractor shall comply with all relevant Greening Government Commitments as stated in Sustainable Development in Government – Greening Government Commitments. The Contractor shall provide all relevant data to the Authority as soon as practicable after a request to do so from the Authority to enable the Authority to comply with its obligations to report on certain aspects of the

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CPA 14, DORSET, DEVON AND CORNWALL, BIDDER 185
FINAL

Authority ICT including that used by the Contractor as set out in the Greening Government Commitments referenced in Appendix 2 of this Schedule 19.

- 5.3 The Contractor shall nominate a representative from the Contractor Personnel to discuss sustainable ICT issues with the Authority from time to time.
- 5.4 The Contractor shall work actively with its Subcontractors to make environmental improvements to the Contractor ICT.
- 5.5 The Contractor shall ensure that the hardware in the Contractor's ICT shall meet Sustainable Development in Government - Buying Standards at mandatory level or an equivalent international standard, such as EU Energy Star qualification or Electronic Product Environmental Assessment Tool (EPEAT) verification.
- 5.6 The Contractor shall develop and implement a policy for disposing of the Contractor ICT devices (with emphasis placed on re-use and recycling) in accordance with the Sustainable Development in Government – Greening Government Commitments and will provide a copy of that policy to the Authority.

6. ASSISTIVE TECHNOLOGY

- 6.1 During the period in which the Contractor is using the Authority ICT pursuant to paragraph 1.1 of Part 2 of this Schedule 19, the Contractor may use any available Assistive Technology owned by the Authority for any Users that need support or adaptations beyond those reasonable adjustments that an employer is legally obliged to provide under the Equality Act 2010.
- 6.2 The Contractor shall, to comply with the Equality Act 2010, provide Assistive Technology equipment for Contractor Personnel using the Contractor ICT.
- 6.3 The Contractor shall demonstrate its understanding of Assistive Technology issues to the Authority upon request and provide examples of its responsiveness to the needs of Contractor Personnel who require Assistive Technology.
- 6.4 The Contractor shall comply with the Authority Assistive Technology Policy referenced in Appendix 2 to this Schedule 19.

PART 2

TRANSITIONAL PROVISION OF ICT

1. ACCESS TO AUTHORITY ICT

- 1.1 Subject to the terms of the ICT Transition Plan, the Authority shall grant to the Contractor a non-exclusive, non-transferable right to use the Authority ICT for a period of up to 12 months from the Amendment Date solely to the extent necessary to provide the Services in accordance with this Agreement. The Contractor shall ensure the Contractor Personnel know that the Authority ICT is owned (as between the Authority and the Contractor) by the Authority and shall comply with the terms of this Schedule 19 with regard to the use of the Authority ICT.
- 1.2 The Authority shall provide access to, and the Contractor shall use, the Authority owned LAN provided by the Authority in the Contractor Premises for the sole purpose of delivering or enabling the delivery of the Services and complying with its other obligations under this Agreement and the Contractor shall not attach any additional devices (including workstations, laptops, printers and network storage devices) to the Authority owned LAN without the prior written consent of the Authority.
- 1.3 The Authority shall provide access to the Authority ICT Applications through Authority Devices to a reasonable number of Users as notified to the Contractor by the Authority in writing. The Contractor shall ensure that each User only uses an Authority Device to access Authority ICT Applications. The Contractor shall obtain the Authority's prior written consent before ordering Authority Devices for use by the Contractor Personnel from the relevant third party provider. The Contractor shall return to the Authority all Authority Devices that are deemed to be surplus to requirements by either the Contractor or the Authority.
- 1.4 The Contractor agrees that:
- (a) any ICT component or unauthorised device connected to the Authority ICT Networks by the Contractor Personnel that has not been Accredited may be immediately disconnected at the sole discretion of the Authority;
 - (b) it shall not make any changes to Authority ICT Networks including the installation, removal or modification of software and related components without the prior written consent of the Authority; and
 - (c) it shall be liable for any costs incurred by the Authority in removing any ICT component or device connected pursuant to paragraph 1.4(a) or reversing any changes made pursuant to paragraph 1.4(b) and repairing any damage caused by it.
- 1.5 The Contractor shall not make any changes to or interfere with the operation of the Authority ICT Networks that is being used by the Authority in any of the Contractor Premises that are the subject of a Lease and Licence Agreement.
- 1.6 The Authority shall be permitted, after consultation with the Contractor (except in the event of an unforeseeable emergency when no consultation shall be required):
- (a) to install workstations, network infrastructure and any additional infrastructure or telephony equipment as required within Authority Premises and Contractor Premises that are the subject of a Lease and Licence Agreement; and

OFFICIAL SENSITIVE
CPA 14, DORSET, DEVON AND CORNWALL, BIDDER 185
FINAL

- (b) to maintain or upgrade any Authority ICT Network or Authority Device as is necessary from time to time,

and the Contractor shall, as reasonably requested by the Authority from time to time, provide all relevant support and assistance to the Authority in connection with (a) and (b) above.

- 1.7 If the Contractor wishes to use the Authority ICT in Contractor Premises that are not the subject of a Lease and Licence Agreement, the Contractor shall notify the Authority of its proposal to use that Authority ICT. The parties shall discuss the proposal and the Authority shall inform the Contractor of the availability of the relevant Authority ICT and the lead time applicable to the installation of that Authority ICT. The Contractor shall pay all costs and expenses associated with the installation of the Authority ICT.

2. USERS

- 2.1 The Contractor shall ensure that all Users are vetted to the appropriate level in accordance with the annexes to the MOJ Security Aspects Letter v1-0.
- 2.2 The Contractor shall restrict access to the Authority ICT to Users. The Contractor shall ensure that Users use the Authority ICT for the sole purpose of performing the Contractor's obligations under this Agreement.
- 2.3 The Contractor shall:
 - (a) ensure that all Users are fully authorised with the appropriate role-based access controls (**RBAC**) to the Authority ICT;
 - (b) provide to the Authority in writing details of all those Users and the applicable RBAC; and
 - (c) notify the Authority if a User ceases to require access to the Authority ICT.
- 2.4 The Contractor shall ensure that each User is adequately authorised, trained and competent in the use of the Authority ICT Applications including to enable the Contractor to comply with its obligations in Clause 39.1(d) of this Agreement and Schedule 9 (Performance Measures and Service Credits) and Schedule 20 (Management Information) and shall ensure that the User complies with the Authority's procedures for reporting service faults or other malfunctions of the Authority ICT and all other incidents that may compromise the confidentiality of HMG Data.
- 2.5 The Contractor shall ensure that each User complies with the Authority Incident Management Policy v1.0 May 2013 to report to the Authority Service Desk the discovery of any suspected IT security attacks, unexpected incidents of service disruption or suspicious systems malfunction that may affect or have an impact on Authority ICT.

3. ICT CHARGES

The parties shall comply with their respective obligations under Appendix 3 of this Schedule 19.

4. AUTHORITY ICT SUPPORT AND SERVICE LEVELS

- 4.1 For the period of time set out in paragraph 1.1 of Part 2 of this Schedule 19 or the ICT Transition Plan, as applicable, and provided that the Contractor is in compliance with paragraph 1 of Part 2 of this Schedule 19, the Authority shall provide to the Contractor (i) service management in relation to the Authority ICT and (ii) service levels for that service management, in each case as set out in the

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CPA 14, DORSET, DEVON AND CORNWALL, BIDDER 185
FINAL

Authority ICT Support Document. The Authority shall provide to the Contractor prior written notice of any amendments to the Authority ICT Support Document.

4.2 Where the Authority uses a third party provider to provide the Authority ICT and the service management set out in the Authority ICT Support Document and paragraphs 1.2 and 3.2 of Part 3 of this Schedule 19 (an **ICT Provider**), the Contractor agrees to indemnify the Authority on demand from and against all liability for Losses suffered or incurred by the Authority as a result of:

- (a) any failure by the Contractor to comply with the terms of the agreement between the Authority and the ICT Provider pursuant to which the Authority ICT and service management are provided as if it were the Authority; and
- (b) any acts or omissions of the Contractor that cause the Authority to be in breach of the terms of the agreement between the Authority and the ICT Provider pursuant to which the Authority ICT and the service management are provided,

provided that:

- (i) the Authority provides the Contractor in advance with the relevant terms and conditions of all such agreements between the Authority and the ICT Provider with which it requires the Contractor to comply; and
- (ii) the Contractor shall not be required to indemnify the Authority in accordance with this paragraph 4.2, to the extent that the non-compliance by the Contractor is caused by the act, omission or negligence of the Authority.

5. CONTRACTOR REMEDY

5.1 If, at any time after the Amendment Date, the Authority fails to provide the Authority ICT in accordance with this Schedule 19 as a result of a failure by a third party provider of the Authority ICT and the Contractor suffers a Loss as a direct result of that failure of the Authority ICT (an **ICT Loss**), the Contractor shall be entitled to recover that ICT Loss from the Authority as follows:

- (a) if the Authority has not also suffered a Loss (other than as a result of a claim by the Contractor for an ICT Loss) and another Community Rehabilitation Company has not also suffered a Loss as a result of the failure of the Authority ICT, the Contractor shall be entitled to recover its ICT Loss to the extent that the Authority has recovered the amount of that ICT Loss from the relevant third party provider of the Authority ICT; or
- (b) if the Authority or another Community Rehabilitation Company has also suffered a Loss (which shall include all costs (including legal and other professional fees) incurred by the Authority in recovering those Losses and the ICT Loss), the Contractor shall be entitled to recover the proportion of its ICT Loss which the Authority has recovered from the relevant third party provider which is equal to the proportion that the actual ICT Loss suffered by the Contractor bears to the actual Loss suffered by the Authority, each other Community Rehabilitation Company and the Contractor in aggregate,

and the Authority shall, subject to paragraph 5.5, take reasonable steps to enforce its rights under its agreement with that third party provider on behalf of the Contractor (and each other Community Rehabilitation Company, as the case may be) provided that “reasonable steps” shall not include an obligation to refer a dispute with the third party provider to mediation, to arbitration or for resolution through the courts.

OFFICIAL SENSITIVE
CPA 14, DORSET, DEVON AND CORNWALL, BIDDER 185
FINAL

- 5.2 Subject to paragraph 5.3, paragraph 5.1 shall be the Contractor's sole and exclusive remedy for a failure by the Authority to provide the Authority ICT.
- 5.3 Subject to paragraph 5.4, if the Contractor is unable to meet a Service Level as a direct result of a material failure in the availability of the Authority ICT that continues for a period of at least 48 hours (an **Authority ICT Failure**), then no Service Credits in relation to that Service Level shall be payable by the Contractor to the extent that the failure to meet the Service Level arose as a result of the Authority ICT Failure.
- 5.4 The Contractor shall not be entitled to relief from its obligation to pay the Service Credits pursuant to paragraph 5.3 above unless it demonstrates to the reasonable satisfaction of the Authority that:
- (a) the Authority ICT Failure was the direct cause of the Contractor's failure to meet the Service Level; and
 - (b) the Contractor has mitigated the impact of the Authority ICT Failure in accordance with Good Industry Practice and has, notwithstanding the Authority ICT Failure, used all reasonable endeavours to meet the Service Level.
- 5.5 For the avoidance of doubt, the Contractor shall not be relieved from its obligation to provide the Services following an Authority ICT Failure.
- 5.6 The Authority shall not be required to take steps to enforce its rights under its agreement with a third party provider on behalf of the Contractor for an ICT Loss except to the extent that the amount of an ICT Loss exceeds £10,000.
- 5.7 The Contractor's obligations to provide the Services and comply with its other obligations under this Agreement shall continue notwithstanding a failure by the Authority (or its third party providers) to provide the Authority ICT.
- 5.8 The Contractor agrees that any failure by the Authority (or its third party providers) to provide the Authority ICT or otherwise in connection with the Authority ICT shall not be taken into account when calculating the Actual Annual Binary Rate, the Actual Quarterly Binary Rate or the Actual Re-Offending Frequency for the purposes of Schedule 11 (Payment Mechanism).

6. BUSINESS SUPPORT APPLICATIONS

- 6.1 The Contractor shall grant to the Authority and each Authority Related Party a royalty free, non-exclusive, non-transferable right to use the Business Support Applications for an initial period of 12 months from the Amendment Date for the sole purpose of providing the National Probation Service. The Authority may, in its sole discretion, extend the period of this right for up to an additional 24 months provided that it provides not less than 14 days' prior written notice to the Contractor. The Authority shall ensure that the Authority Personnel know that the Business Support Applications are owned (as between the Contractor and the Authority) by the Contractor.
- 6.2 The Contractor shall obtain and maintain all consents, licences, permits, approvals and any agreements of third party providers required for the provision of the Business Support Applications referenced in paragraph 6.1 above.
- 6.3 The Contractor shall provide the Business Support Applications to the Authority in the same manner and to a standard that is the same standard as the Business Support Applications have been provided by the Contractor to the Authority in the period from the Effective Date to the Amendment Date and ensure that the Business Support Applications are at all times provided in accordance with Good

Industry Practice and to the same standard that the Contractor Personnel benefit from when using the Business Support Applications internally.

- 6.4 The Authority shall grant to the Contractor and each Contractor Related Party a royalty free, non-exclusive, non-transferable licence to use the Business Support Applications IPR to adapt, develop, modify and maintain the applicable Business Support Applications for the Contract Period to the extent necessary to provide the Services in accordance with this Agreement. The Contractor shall ensure that the Contractor Personnel know that the Business Support Applications IPR is owned (as between the Contractor and the Authority) by the Authority.
- 6.5 The Contractor shall obtain and maintain all consents, licences, permits, approvals and any agreements of third party providers required for the use of the Business Support Applications referenced in paragraph 6.4 above.
- 6.6 For the avoidance of doubt, any adaptations, developments or modifications to the Business Support Applications shall be a Bespoke Material and Clause 38.6 of this Agreement shall apply.

7. FIXED TELEPHONY SUPPORT

- 7.1 In each Shared Authority Premises, the Contractor shall at its own cost and expense:
- (a) maintain each existing Fixed Telephony Contract and provide the Fixed Telephony Services in accordance with each Fixed Telephony Contract for the term of the applicable Lease and Licence Agreement in the areas of that Shared Authority Premises that are occupied by the Authority in its capacity as provider of the National Probation Service; and
 - (b) provide all assistance and support as reasonably requested by the Authority to facilitate the transfer by the Authority to new fixed telephony equipment and services on termination or expiry of an existing Fixed Telephony Contract.
- 7.2 In each Authority Premises:
- (a) that is not a Shared Authority Premises;
 - (b) that the Authority in its capacity as provider of the National Probation Service has occupancy; and
 - (c) where the Contractor is party to a Fixed Telephony Contract for the provision of Fixed Telephony Services in that Authority Premises,

the Contractor shall, at its own cost and expense, provide to the Authority all assistance and support as reasonably requested by the Authority, to facilitate the transfer by the Authority to new fixed telephony equipment and services and the decommissioning of the existing Fixed Telephony Services in that Authority Premises.

For the purpose of this paragraph 7:

Fixed Telephony Contract means a contract between the Contractor and a Third Party supplier of fixed telephony equipment, services or maintenance for an Authority Premises;

Fixed Telephony Services means the provision of fixed telephony equipment, services and maintenance pursuant to a Fixed Telephony Contract; and

Shared Authority Premises means premises:

- (a) part of which is leased or licenced to the Contractor pursuant to a Lease and Licence Agreement; and
- (b) part of which is occupied by the Authority in its capacity as provider of the National Probation Service.

PART 3

CONTRACTOR ICT SOLUTION

1. REMOTE ACCESS SOLUTION

- 1.1 If, pursuant to the ICT Transition Plan, the Contractor implements a remote access solution that enables the Contractor to access and use the Authority ICT Applications via a remote access service device that has been Accredited and provided by the Authority (a **Remote Access Device**) from the Contractor's network, the Contractor shall:
- (a) comply with paragraph 2 of Part 2 of this Schedule 19;
 - (b) if during the Contract Period the Contractor requires additional Remote Access Devices to those identified in the ICT Transition Plan, as soon as the Contractor is aware of the need for additional Remote Access Devices notify the Authority with details of that requirement; and
 - (c) only connect to the Authority ICT Applications using Remote Access Devices and shall not connect using Contractor ICT devices.
- 1.2 The Authority shall provide the following in relation to the Remote Access Devices (i) service management and (ii) service levels for that service management, in each case as set out in the Authority ICT Support Document. The Authority shall provide to the Contractor prior written notice of any amendments to the Authority ICT Support Document.
- 1.3 The Contractor shall pay the Authority for the use of the Remote Access Devices in accordance with Appendix 3 of this Schedule 19.
- 1.4 If, at any time after the Amendment Date, the Authority fails to provide the Remote Access Devices in accordance with this Part 3 of Schedule 19, the Contractor shall be entitled to recover its Losses in accordance with paragraph 5 of Part 2 of this Schedule 19.

2. CONTRACTOR OWN SYSTEM SOLUTION

- 2.1 If, pursuant to the agreed ICT Transition Plan, the Contractor develops a system as an alternative to the Authority ICT Applications and that Contractor system exchanges Project Data including HMG Data with the Authority ICT Applications over the Strategic Partner Gateway for the provision of the Services, the Contractor shall:
- (a) ensure that the Contractor ICT and associated ICT infrastructure is kept logically separate from the Authority ICT;
 - (b) provide a PSN connection from the Contractor ICT to the Authority ICT for the purpose of the exchange of HMG Data and, unless otherwise agreed in writing with the Authority, comply with the Code of Connection and shall notify the Authority in writing that it accepts the terms of the Code of Connection;
 - (c) ensure that all HMG Data is exchanged with the Authority ICT using the Strategic Partner Gateway;

OFFICIAL SENSITIVE
CPA 14, DORSET, DEVON AND CORNWALL, BIDDER 185
FINAL

- (d) ensure that all data exchanged between the Contractor ICT and the Authority ICT shall be in the form specified by Criminal Justice Secure Exchange Data Standards and Protocols specified by the Authority and the Open Standards profiles required by the Authority on the Standards Hub (as defined in the MoJ Open Standards Policy v1.0);
 - (e) implement any Changes requested by the Authority in accordance with Schedule 12 (Change Protocol) to the message schema published by the Authority; and
 - (f) comply with paragraphs 2.1 and 2.5 of Part 2 of this Schedule 19.
- 2.2 The Authority shall give the Contractor not less than 3 months' notice of any Change required pursuant to paragraph 2.1(e) above.
- 2.3 The Contractor agrees that any Contractor ICT that is not compliant with the Code of Connection may be immediately disconnected by the Authority from the PSN. The Contractor shall promptly notify the Authority in the event that the Contractor identifies a Contractor ICT component that is non-compliant with the Code of Connection.
- 2.4 The Contractor shall not use or install any Contractor ICT in a prison without the prior written consent of the Authority or the applicable prison governor, as the case may be.
- 3. ICT IN PRISONS**
- 3.1 From the Amendment Date, the Authority shall provide to the Contractor access to OASys and Prison NOMIS via Authority Devices in prisons for the Contractor to provide the Resettlement Services and any other Services that require access to prisons.
- 3.2 The Authority shall provide in relation to the Authority ICT provided pursuant to paragraph 3.1 above (a) service management and (b) service levels for that service management, in each case as set out in the Authority ICT Support Document. The Authority shall provide to the Contractor prior written notice of any amendments to the Authority ICT Support Document.
- 3.3 If, at any time after the Amendment Date, the Authority fails to provide the Authority ICT pursuant to paragraph 3.1 in accordance with this Schedule 19, the Contractor shall be entitled to recover its Losses in accordance with paragraph 5 of Part 2 of this Schedule 19.

PART 4

ICT TRANSITION PLANNING

1. ICT TRANSITION PLAN

- 1.1 The parties shall use all reasonable endeavours to agree a written ICT Transition Plan no later than 6 months after the Amendment Date which shall reflect the Product Description and shall include:
- (a) a plan, timetable, including key milestones, and migration approach for the Contractor's migration away from the Authority ICT by no later than the date that is 12 months after the Amendment Date, unless agreed otherwise by the Authority in writing;
 - (b) any dependencies on the Authority to enable the Contractor to meet its obligations set out in the ICT Transition Plan including the migration of applicable data identified by the Authority;
 - (c) a testing phase to ensure that the Contractor ICT solution enables the Contractor to provide the Services and comply with its other obligations under this Agreement and that does not cause undue disruption to the Authority; and
 - (d) the Contractor's resource requirements and the identity of the Contractor Personnel involved in the implementation of the ICT Transition Plan.
- 1.2 The Contractor shall:
- (a) provide a detailed draft of the ICT Transition Plan to the Authority based on the Product Description and high level draft ICT transition plan set out in Appendix 1 no later than the date that is 3 months after the Amendment Date; and
 - (b) appoint appropriately skilled and experienced technical Contractor Personnel and procure that those Contractor Personnel are available to meet with the Authority as reasonably requested by the Authority to agree the terms of the ICT Transition Plan.
- 1.3 If the ICT Transition Plan has not been agreed between the parties and approved by the Authority in writing by the date that is 6 months after the Amendment Date, the Authority may, in its sole discretion, extend the period in which the parties can agree the ICT Transition Plan.
- 1.4 If the ICT Transition Plan has not been agreed between the parties and approved by the Authority in writing by the date that is 9 months after the Amendment Date:
- (a) the Authority may, in its sole discretion, extend the term of the right to use Authority ICT provided in paragraph 1.1 of Part 2 of this Schedule 19 or require the Contractor to implement an interim measure to migrate the Contractor away from the Authority ICT; and
 - (b) the Contractor shall attend additional meetings with the Authority, provide weekly updates to the Authority, commit additional resources to preparing and finalising the ICT Transition Plan, and comply with any additional reasonable requests from the Authority with the aim of finalising the ICT Transition Plan as soon as possible after the date that is 9 months after the Amendment Date.

OFFICIAL SENSITIVE
CPA 14, DORSET, DEVON AND CORNWALL, BIDDER 185
FINAL

1.5 If:

- (a) the Authority has extended the term pursuant to paragraph 1.4(a) above;
- (b) the ICT Transition Plan has not been approved by the Authority by the date that is 24 months after the Amendment Date; and
- (c) the ICT transition Plan has not been approved by the Authority as a result of the Contractor failing to provide an ICT Transition Plan that satisfies the Authority that the Contractor will be able to implement the proposed ICT Transition Plan without exposing the security of the HMG Data to an unacceptable level of risk or affecting the provision of the Services,

the failure by the Contractor to provide an acceptable ICT Transition Plan shall be a Contractor Default.

1.6 If there is any dispute between the parties in connection with the approval by the Authority of the ICT Transition Plan, either party may, by written notice to the other, refer that issue for determination in accordance with the Dispute Resolution Procedure.

1.7 From the date that the ICT Transition Plan is approved by the Authority, the Contractor shall comply with its obligations under the ICT Transition Plan. The Contractor shall provide the Authority with written reports not less than monthly which set out in reasonable detail its progress in implementing and complying with the terms of the ICT Transition Plan and any issues it has encountered, or is likely to encounter, with the implementation of the ICT Transition Plan.

1.8 From the date that the ICT Transition Plan is approved by the Authority, if the Authority fails to meet a dependency by the relevant date set out in the ICT Transition Plan and that failure directly results in the period during which the Contractor uses the Authority ICT in accordance with Part 2 of this Schedule 19 being extended beyond the period anticipated in the ICT Transition Plan then, subject to Clause 42.10(b) of this Agreement, (i) the Contractor shall continue to pay the charges for the Authority ICT in accordance with Appendix 3 of this Schedule 19 and (ii) the Authority shall reimburse to the Contractor an amount equal to the charges for the Authority ICT *less* the costs the Contractor would have incurred for the Contractor ICT as set out in the Contractor's Response, in each case for the period from the migration date set out in the ICT Transition Plan to the date that final migration from Authority ICT to the Contractor ICT occurs.

1.9 Without prejudice to paragraph 1.7 if the Contractor fails to meet a milestone, or in its reasonable opinion is likely to fail to meet a milestone, in each case by the milestone date set out in the ICT Transition Plan, then the Contractor shall notify the Authority of the same and the parties shall meet to discuss whether any adjustments can be made to the ICT Transition Plan to mitigate the impact of that failure on the date of final migration from Authority ICT to the Contractor ICT.

2. CONTRACTOR ICT REQUIREMENTS

2.1 The Contractor shall ensure that the Contractor's ICT solution (whether provided as contemplated by paragraph 1.1 or 2.1 of Part 3 of this Schedule 19) provides for appropriate ICT infrastructure to enable the Contractor:

- (a) to implement technological innovations during the Contract Period in compliance with Clause 10.3(a) of this Agreement; and
- (b) to provide the Services and comply with its obligations under this Agreement.

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CPA 14, DORSET, DEVON AND CORNWALL, BIDDER 185
FINAL

2.2 The Contractor shall ensure that the Contractor ICT includes an audit facility that, for all information exchanges between the Contractor ICT and the Authority ICT as required by this Agreement including Clause 39.1(d), Schedule 9 (Performance Measures and Service Credits) and Schedule 20 (Management Information), captures the following information:

- (a) the record that was inserted, updated, or deleted;
- (b) for updated records, the current and previous data values for modified fields;
- (c) the specific Contractor Personnel who made the change; and
- (d) the date and time that the change was made.

The Contractor shall ensure that each audit log contained in the audit facility as set out in (a) to (d) above shall be linked to its corresponding transaction via a common site-wide unique transaction identifier that is or will be detailed in the specification for the Strategic Partner Gateway.

2.3 The Contractor shall ensure that it implements appropriate contingency measures in relation to the Contractor ICT to ensure that the Contractor ICT operational and data interfaces are not affected by a failure or error in the Authority ICT and it shall provide details of those measures to the Authority in writing on request from the Authority.

3. MIGRATION

3.1 The Contractor shall comply with the provisions of the Migration Plan and shall provide the Authority with ad-hoc support and assistance in a timely manner including access to the Contractor Personnel as the Authority may reasonably require in order to facilitate the completion of the Migration Plan.

3.2 The Authority shall pay the Contractor's reasonable costs, agreed in accordance with the Change Protocol, incurred in the performance of its obligations under and in accordance with the Migration Plan.

3.3 The Contractor shall comply with the terms of this Agreement including Clause 36.4 (Confidentiality), Clause 39 (Project Data) and Schedule 18 (Information Assurance) which shall apply mutatis mutandis in relation to the data that is the subject of the Migration Plan as if that data were Project Data.

APPENDIX 1

CONTRACTOR ICT TRANSITION PLAN

The draft ICT Transition Plan is set out on the following pages.

APPENDIX 2

AUTHORITY ICT POLICIES

ICT Accessibility and Assistive Technology Policy and Standards v1.0

Government Digital Service – Resources for Chief Technology Officers /Technology Code of Practice / Greening Government ICT

Sustainable Development in Government - Government Buying Standards/ Greening Government Commitments

MoJ Security Aspects Letter v1-0 plus annexes

Authority Incident Management Policy v1.0 May 2013

HMG IA Standard No.1-2 Information Risk Management

HMG IA Standard No. 5 Secure Sanitisation of Protectively Marked or Sensitive Information

HMG IA Standard No. 1-2 Supplement (Technical Risk Assessment and Risk Treatment)

MoJ Open Standards Policy v1.0

CESG Good Practice Guides

CESG Implementation Guide

CESG Security Procedures

CESG Cryptographic Standards

HMG Security Policy Framework v11

Security Notice - Handling Protectively Marked Information – January 2008

GSI Code of Connection originally established by the Office of Government Commerce (OGC)

PSN Code of Connection originally established by the Office of Government Commerce (OGC)

ICT Security Policy - Forensics Readiness Policy

ICT Security Policy - IT Disaster Recovery Policy

ICT Security Policy - Use of HMG Cryptography Policy

ICT Security - ICT Disaster Recovery Plan and Process Guide

ICT Security - Forensics Readiness Guide

ICT Security - Data Handling and Information Sharing Guide

ICT Security - Incident Management Plan and Process Guide

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ICT Security - ICT Asset Disposal Guide

ICT Service Management Procedures

ICT Security Policy - Information Assurance Strategy Statement

ICT Security Policy - Technical Controls Policy

ICT Security Policy - IT Incident Management Policy

ICT Security Policy - IT Acceptable Use Policy

ICT Security Policy - Information Classification and Handling Policy

ICT Security - System Backup Standard

ICT Security - System Test Standard

ICT Security - Malware Protection Guide

ICT Security - Password Standard

ICT Security - Code of Connection Standard

ICT Security - Protective Monitoring Guide

ICT Security - System Lockdown and Hardening Standard

ICT Security - Protective Marking Guide

ICT Security - Access Control Standard

ICT Security - Offshoring Guide

ICT Security – Patch Management Standard

ICT Security - HMG Cryptography Business Continuity Standard

ICT Security Awareness SyOPs Deck

ICT Security SyOPs - Blackberry users

ICT Security SyOPs - Remote Working

ICT Security SyOPs - System Administrators

ICT Security SyOPs - Users & Application Administrators

APPENDIX 3

ICT CHARGES

1. ICT CHARGES

1.1 The Contractor shall pay to the Authority the following charges:

- (a) when using any Authority ICT pursuant to Part 2 of Schedule 19, a fixed monthly charge of £65,701.17 ; or
- (b) when using a Remote Access Device pursuant to paragraph 1 of Part 3 of Schedule 19, a variable monthly charge of £142 per device.

For the avoidance of doubt, there shall be no charges for ICT where the Contractor develops its own ICT solution pursuant to paragraph 2 of Part 3 of Schedule 19.

1.2 The charges relating to ICT as set out in paragraph 1.1 above shall accrue and shall be payable by the Contractor from the Amendment Date for the period that the Contractor is using the Authority ICT pursuant to Part 2 of Schedule 19 or the Remote Access Devices pursuant to paragraph 1 of Part 3 of Schedule 19, as applicable.

By way of example, if the Contractor is using the Authority ICT from the Amendment Date and commences transition onto its own system in accordance with the ICT Transition Plan in month 4 as contemplated by paragraph 2 of Part 3 of Schedule 19, but is still partially using the Authority ICT pursuant to Part 2 of Schedule 19 in month 9, the Contractor shall pay the full fixed monthly charge for 9 months from the Amendment Date. In month 10, when the Contractor has completed its ICT Transition Plan onto its own system and is no longer using Authority ICT no charge will be payable for the ICT.

1.3 All ICT Charges are shown exclusive of VAT.

2. INVOICES

2.1 The Authority shall be entitled to invoice the Contractor monthly in arrears at the end of each month for the applicable charges set out in paragraph 2.1 above.

2.2 The Authority shall ensure that each invoice includes or is accompanied by supporting information setting out all details which are necessary for the Contractor to verify the accuracy of the invoice.

2.3 The Contractor shall pay all invoices within 20 Business Days after the date of receipt of the relevant invoice by the nominated department or contact of the Contractor, as notified by the Contractor to the Authority in writing from time to time.

2.4 All invoices shall be in pounds sterling (GBP) or other currency approved in writing by the Contractor and shall include any applicable VAT.

2.5 If any part of the charges for the ICT is subject to a good faith Dispute between the Authority and the Contractor:

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- (a) the disputing party (Disputing Party) shall notify the other party (Issuing Party), within 10 Business Days after the date of receipt by the Disputing Party of the relevant invoice, of any disputed amounts and shall, as soon as reasonably practicable after it has notified the Issuing Party, describe in reasonable detail the Disputing Party's reasons for disputing each amount;
- (b) the Issuing Party shall issue:
 - (i) a credit note for the original invoice; and
 - (ii) (a new invoice for the undisputed amount;
- (c) the Disputing Party shall pay the new invoice issued under paragraph 2.5(b)(ii) in accordance with 2.3; and
- (d) the Authority and the Contractor shall seek to reach settlement of the items that are the subject of the Dispute in accordance with the Dispute Resolution Procedure.

2.6 When any Dispute regarding the charges for the ICT is resolved:

- (a) the Issuing Party shall issue an invoice (which shall be payable in accordance with paragraph 2.3) for the amount which it is agreed or determined to be payable by the Disputing Party (whether that sum is the amount originally invoiced or a reduced amount) within 20 Business Days after the date of resolution of that Dispute; and
- (b) if the Disputing Party has disputed an amount payable under an invoice and it is subsequently agreed or determined that the amount originally invoiced was correct the Issuing Party shall be entitled to make a claim for interest on that amount accruing daily from (and including) the date that the Dispute is settled until (but excluding) the date of payment by the Disputing Party at the Interest Rate for the time being in force.

2.7 Subject to paragraph 2.6(b), where one party is owed any undisputed amount under this Agreement and that amount remains unpaid for more than 20 Business Days after the due date, without limiting its other rights and remedies, that party may charge, and the other party shall pay, interest at the Interest Rate on that amount accruing daily from (and including) the due date to (but excluding) the date of actual payment.