

## Schedule 7A

### Order Form for Standard Goods and Services – Direct Award

**Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the provision of Enterprise Level Information Communication Technology (ICT) Solutions for hardware, software, programs, applications, security, computer science, managed services, consultancy, support and associated services – 2019 (reference number: SF050716) dated 27<sup>th</sup> September 2019.**

<b>The Authority</b>	<b>The Secretary of State for Justice Commercial and Contract Directorate 3rd Floor 10 South Colonnade Canary Wharf London E14 4PU</b>
<b>The Supplier</b>	<b>XMA Limited 44 Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham, NG11 7EP</b>
<b>HealthTrust Europe Contract Reference</b>	<b>HTE-005709</b>

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Goods and/or Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 27<sup>th</sup> September 2019 (the “Framework Agreement”).
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
  - (a) The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
  - (b) the Contract Price, as appended at Appendix 2 overleaf; and
  - (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).

3. Where the Call-Off Terms and Conditions set out at Schedule 1 of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:
  - (a) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 14 of Schedule 1 of the Framework Agreement ("**Beneficiary Withdrawal Notice**"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.
  - (b) The Authority acknowledges and agrees that the Supplier is subject to an activity-based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
  - (c) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.
4. The Commencement Date of the Contract shall be **1<sup>st</sup> September 2023** with a contract value of **£2,594,565.76 Exc VAT** for the provision of **Virtual Campus - Secure Web-Based Architecture System Installation, Support and Remote Security Monitoring**.
5. The Term of this Contract shall be initial term of 48 ("forty-eight") months from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of the Call-Off Terms and Conditions provided that the duration of this Contract shall be no longer than 4 years in total.
6. **Data Protection**
  - 6.1 The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Contract.
  - 6.2 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.

7. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.(i) of Schedule 2 of the Call-Off Terms and Conditions.
8. Intentionally blank or deleted
9. The payment profile for this Contract shall be monthly in arrears.
10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on **three (3) months'** written notice. Such notice shall not be served within **one (1) year** of the Commencement Date.

## **11. The provision of Services**

11.1 In consideration of the Authority's payment of the Charges, the Supplier shall supply the Services to the Authority for the Term subject to and in accordance with the Agreement.

11.2 In supplying the Services, the Supplier shall:

11.3 co-operate with the Authority in all matters relating to the Services and comply with all the Authority's instructions;

11.4 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

11.5 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

11.6 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

11.7 comply with the applicable Government Buying Standards;

11.8 comply with all applicable laws; and

11.9 provide all equipment, tools and vehicles and other items required to provide the Services.

11.10 The Authority may by written notice to the Supplier at any time request a variation of the Services. If the Supplier agrees to a variation, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Parties.

## **12 Premises and Equipment**

The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations listed below:

12.1. If necessary, the Authority shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment,

tools and vehicles brought onto the Authority's premises by the Supplier or the Staff is at the Supplier's risk.

- 12.2 If the Supplier supplies all or any of the Services at or from the Authority's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Authority's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Authority's premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Authority's premises or any objects contained on the Authority's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 12.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Authority may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 12.4 The Authority is responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Authority's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Authority's security requirements.
- 12.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Authority in writing.
- 12.6 Without prejudice to clause 2.2.7, any equipment provided by the Authority for the purposes of the Agreement remains the property of the Authority and shall be used by the Supplier and the Staff only for the purpose of carrying out the Services. Such equipment shall be returned promptly to the Authority on expiry or termination of the Agreement.
- 12.7 The Supplier shall reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Authority shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Authority is notified otherwise in writing within 5 Working Days.

### 13 New Technologies

During the Term, if any new product or new technology related to the Goods (each a "**New Technology Product**") becomes available from the Supplier or any other supplier, and will replace existing Goods pursuant to the Call off Contract for whatever reason, the Supplier shall not be permitted to increase the Contract Price in respect of such product(s). However, in the event that the Participating Authorities are given the option to replace existing Goods supplied pursuant to the call-off Contract with a New Technology Product (i.e. such replacement is not obligatory), the Supplier has the right to increase the Contract Price to reflect that the Participating Authorities have opted to purchase the New Technology Product(s) provided always that such replacement produce and increased price is in accordance with Law. In the case of the latter situation, the Supplier shall provide the Authority and the Participating Authorities with full details of the New Technology Product and the additional costs (if any) associated with such products (applying discounts comparable to those applicable to the existing Goods under the Framework Agreement) in order for the Participating Authorities to make an informed decision as to whether to replace the existing Goods with the New Technology Product(s).

- 13.1 The Supplier shall notify the Authority and the Participating Authorities in writing of such at least thirty (30) days prior to the New Technology Products being made available for purchase through commercial/public release.
- 13.2 During the Term, if the Authority is notified of a New Technology Product pursuant to Clause 16.2 the Authority may request and the Supplier shall agree to supply the New Technology Product solely to the Participating Authority for a period of three months, prior to such New Technology Product being made available for purchase through commercial/public release.

## **14 Training/ Support Services/ Help Desk**

The Supplier shall as soon as reasonably practicable after delivery of the Goods to the Authority, provide a suitably qualified professional to deliver a thorough training programme about the features and benefits of the Goods the Authority. The Supplier shall provide as much training and support to the Authority as the Authority may reasonably require throughout the Term; such training shall be carried out within the Contract Price and any associated costs shall be absorbed in full by the Supplier. The Supplier shall at its own expense provide the Authority with copies of all training materials and resources, such materials to include a suitable “train the trainer” programme with sufficient detail to enable trained clinical staff to train others.

## **15 Use of Subcontractors**

**[REDACTED]**

1. In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.
2. The following Appendices are incorporated within this Contract:

<b>Appendix 1</b>	Authority Specification
<b>Appendix 2</b>	Contract Price
<b>Appendix 3</b>	Change Control Process
<b>Appendix 4</b>	Implementation Plan
<b>Appendix 5</b>	Lease and/or Licence to access Premises and Locations
<b>Appendix 6</b>	Step In Rights
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<b>Appendix 8</b>	Staff Transfer
<b>Appendix 9</b>	Software and End User License Agreement (EULA)
<b>Appendix 10</b>	Key Performance Indicators
<b>Appendix 11</b>	Subcontractors
<b>Appendix 12</b>	Warranties

**Signed by the authorised representative of THE AUTHORITY**

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	[REDACTED]		

**Signed by the authorised representative of THE SUPPLIER**

Name:	[REDACTED]	Signature	[REDACTED]
Position:	[REDACTED]		

**Key Personnel for the purposes of this Agreement**

[REDACTED]

## Appendix 1

### Authority Technical Specification



Secure Web-Based Architecture System Installation, Support and Remote Security  
Monitoring for

Virtual Campus (VC) & Prison Content Creator Centres.

### **ICT Requirements**

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## 1 Definitions

The following defined terms used in this document shall have the following meanings:

“Accreditation” (and its derivatives)	means the completion of a formal, independent assessment of all elements of an ICT solution against the applicable information assurance requirements (that will depend on the protective marking and Business Impact Levels of the data being processed) to ensure that appropriate information risk management processes are implemented and are maintained and effective and that any residual risk is at an acceptable level, at which point a certificate of accreditation by the person undertaking the Accreditation exercise (the Accreditor) will be issued;
“Blancco”	means software that deletes data from a hard disk permanently and securely;
Panda	Means security software subscription
CAB Provider	The 4 Common Awarding Bodies contracted by MOJ to provide the qualifications and certifications to providers of educational services in England.
“CCNA”	means Cisco Certified Network Associate;
“CESG Assurance Manual”	means the assurance manual issued by CESG, the listed advisor scheme for CLAS consultants and the commercial arm of GCHQ;
“Change Control Note”	means a formal document that defines the changes that have been requested, which are then formally approved or rejected through the change management process;
“Change Management Controls”	means a formal submission outlining any proposed changes with a business justification for doing so; once submitted, the change control will follow a formal procedure to look at the risks and the ability to carry out any changes or additions, which will then be accepted or rejected by the Authority (with designated responsibility to appropriate managers);
“CHECK”	means IT health check via a CHECK certified penetration tester

“CLAS”	means the CESG Listed Advisor Scheme; sometimes referred to as Cyber Security Consultants
“Deep Freeze”	means software that preserves the state of a computer's operating system so that any changes made by users cannot be saved;
DPS	Dynamic Procurement System – a framework to contract new educational provision within prisons.
“Education Providers”	means providers of the Education Services in Custodial establishments e.g. : Novus, Milton Keynes College, People Plus, Weston College, Prospects, selected Common Awarding Bodies and direct education locally commissioned across HMPPS England, HMPPS Wales, YCS and contracted out prisons
“Education Service”	means the existing provision of learning delivery within prisons from various selected educational providers including but not restricted to universities or colleges, direct local commissioning education providers (DPS), Common Awarding Body providers and third-party providers and suppliers and other government departments.
HMPPS	Her Majesty's Prison and Probation Service (The Authority)
“Hybrid Network PC”	means a PC capable of connecting to both the Education network and Virtual Campus network;
ISO27001	means the international standard for an Information Security Management System (ISMS). This formally specifies a specification that mandates specific requirements. Organisations with ISO27001 can be formally audited and certified as compliant with the standard;
“KillDisk”	means software that deletes data from a hard disk permanently and securely;
“MOS”	means Microsoft Office Specialist;

“National Security Framework”	means a framework that indicates all elements that are applicable to the UK’s National Security within prison and custodial environments;
“NICTS”	means the National Information Communication Technology Services network;
“RSGG”	Means Rehabilitation Services Group
“PEF”	Prison Education Providers
PES	Prison Education Service
Creator Centre Solution	Means the contractors solution for providing the services required for Prison Content Creator Centres, including all hardware, software and networking components and all maintenance and support.
“RDP”	means Remote Desktop Protocol, a proprietary protocol developed by Microsoft that provides a user with a graphical interface to connect to another computer over a network connection;
“Solution”	means both the VC Solution, the PICTA Solution and Creator Centre solution collectively;
“Veriato 360”	means forensic software that records all keyboard activity and is robust enough to be used as legal evidence if required;
“URL ”	means a Uniform Resource Locator;
“VC Solution”	means the Contractor’s solution for providing the services required for Virtual Campus, including all hardware, software and networking components and all maintenance and support provision;
“WebMarshal”	means software that controls access to the internet by restricting network traffic into and out of the prison.
YCS	means Youth Custody Service

Employment Hubs	Means the facility of VC only laptops and PCs configured to join the XMA provisioned server for the benefit of prisoners undertaking resettlement activity.
GDPR and DPA 2018	means General Data Protection Act and the Data Protection Act 2018

## **2 Introduction**

### **2.1 Overview of current arrangements**

**[REDACTED]**

## **3 GENERAL SOLUTION REQUIREMENTS**

**[REDACTED]**

### **4 SOLUTION REQUIREMENTS FOR VC**

**[REDACTED]**

### **5 SOLUTION REQUIREMENTS FOR CREATOR CENTRES**

**[REDACTED]**

## APPENDIX A

CC locations:

[REDACTED]

### Appendix A - Diagram of CC Network

[REDACTED]

## Appendix B:

[REDACTED]

## Appendix 2

### Contract Price

XMA 2+2 years Direct Award - HMPPS August 2023 – August 2027			
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
Total + Contingency Estimate		£2,594,565.76	

[REDACTED]

XMA Rates		
Particulars	Price	Unit
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Appendix 3

Change Control Process

**[REDACTED]**

Appendix 4

Delivery Schedule and Implementation Plan – Not Required

Appendix 5

Lease and/or Licence to access Premises and Locations – Not Required

Appendix 6

Step In Rights – Not Applicable

Appendix 7

Termination Sum – Not Required

Appendix 8

TUPE and Staff Transfer – Not Applicable

Appendix 9

Software and EULA – Not Applicable



Appendix 10

**Key Performance Indicators**

[REDACTED]

Appendix 11

Subcontractors – Not Applicable

Appendix 12

Warranties

[REDACTED]