

Date: XX/XX/XXXX

A Contract for Goods and Services

Between

The Secretary of State for Justice

And

[Supplier name]



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This contract is dated: **TBC**

PARTIES:

- (1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ, acting as part of the Crown (the “**Authority**”);

AND

- (2) [name of supplier], a company incorporated in England with company number [insert company number] and having its registered office is [insert address] (the “**Supplier**”).

(each a “**Party**” and together the “**Parties**”).

WHEREAS

- A. Following a direct award process, the Authority wishes to appoint the Supplier to provide Independent Approved Premises services to NPS and the Supplier agrees to provide those goods and services in accordance with these terms and conditions;

NOW IT IS HEREBY AGREED:

A. GENERAL

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Affected Party**” means the Party seeking to claim relief in respect of a Force Majeure Event.

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“**AP**” means Approved Premise and is synonymous with the term “Site”.

“**Approve**”, “**Approval**” and “**Approved**” means the prior written consent of the Authority.

“**Associated Person**” means as it is defined in section 44(4) of the Criminal Finances Act 2017.

“**Authorised Representative**” means the Authority representative named in a CCN as authorised to approve Changes.





“Authority Data” means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Authority; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Contract; or
- (b) any Personal Data for which the Authority is the Controller, separate to Offender Personal Data.

For the avoidance of doubt, such data would include all performance data and contract information related to the delivery of Services (e.g. performance reports, staff lists, meeting information) but would exclude Offender Personal Data and Staff Personal Data

“Authority Premises” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for provision of the Services.

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Supplier for the purposes of providing the Services.

“Authority System” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services. This includes nDelius, OASys, NPS EQuIP.

“Available Bed Space” means a Bed Space that is fully functioning, available and compliant with the requirements of Section 9 of Schedule 1.

“Baseline Security Requirements” means the security requirements in annexe 1 of Schedule 6.

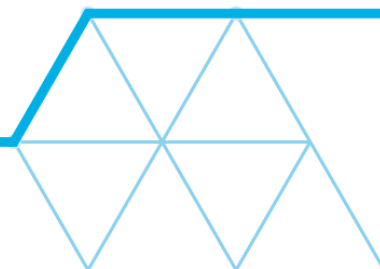
“Basware” means Basware eMarketplace, the procurement software used by the Authority for its financial transactions.

“Bedroom Certificate” means Approval from the Authority following completion of the Mobilisation and Transition Plan and Services, certifying that Bed Spaces are compliant with the requirements of Section 9 of Schedule 1, indicating readiness to commence the Ramp-Up Plan, signifying the Service Commencement Date.

“Bed Space” means one of the 17 bedrooms available for the Authority to refer offenders to reside in.

“BPSS” means the Government’s Baseline Personnel Security Standard for Government employees.

“Breach of Security” means an occurrence of:





- (a) any unauthorised access to or use of the ICT Environment and/or any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract;
- (b) the loss (physical or otherwise) and/or unauthorised disclosure of any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract, including copies; and/or
- (c) any part of the Supplier System ceasing to be compliant with the Certification Requirements.

“BS 8555” means the standard published to help organisations improve their environmental performance by the British Standards Institution.

“Business Continuity Plan” means the plan to be created by the Supplier in accordance with Schedule 13.

“CCN” means a contract change notice in the form set out in Schedule 3.

“Certification Requirements” means the requirements in paragraph 5.1 of Schedule 6.

“CESG” means the Government’s Communications Electronics Security Group.

“Change” means a change in the Specification, the Price or any of the terms or conditions of the Contract.

“Change in Law” means any change in Law which affects the performance of the Services which comes into force after the Commencement Date.

“Commencement Date” means the date specified in clause A5.1.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price; and/or
- (b) the Supplier’s business and investment plans

which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

“Comparable Supply” means the supply of services to another customer of the Supplier which are the same or similar to any of the Services.

“Condition Precedent” has the meaning given in Clause A4.1(Condition Precedent)

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed





or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause D4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” means these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are included.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

“Contracts Finder” means the Government’s portal for public sector procurement opportunities.

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** are interpreted accordingly.

“Controller” means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Cost Summary” means the cost template as set out in Annex 2 of Schedule 2 (Payment Mechanism)

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers, Government departments, Government offices and Government agencies and **“Crown Body”** is an emanation of the foregoing.

“Data Loss Event” means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data.





“Data Protection Impact Assessment” means an assessment by the Controller of the effect of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation” means:

- (a) the GDPR, the LED and applicable implementing Laws;
- (b) the DPA to the extent that it relates to the processing of Personal Data and privacy; and
- (c) all applicable Laws relating to the processing of Personal Data and privacy.

“Data Protection Officer” means as it is defined in the GDPR.

“Data Subject” means as it is defined in the GDPR.

“Data Subject Request” means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations or warranties of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

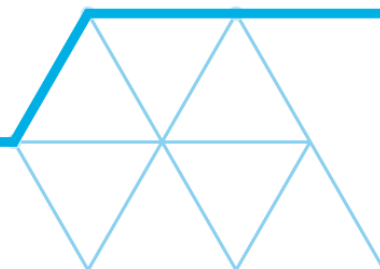
“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA” means the Data Protection Act 2018.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.

“End Date” means the date specified in clause A5.2

“Equipment” means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Services.





“Excusing Cause” means a reason, other than wilful default, action, inaction or negligence by the Supplier or its Sub-Contractors, that is not within their control or authority, and may, with Authority approval, warrant relief from achieving specific KPIs. For the avoidance of doubt, this may include, but is not limited to, provision of Available Bed Spaces (which may from time to time, on Authority approval be reduced for operational reasons).

“Exit Day” means as it is defined in the European Union (Withdrawal) Act 2018.

“Exit Period” means the 12 months immediately prior to the End Date.

“Extension” means as it is defined in clause A5.3.

“Financial Year” means the period from 1st April each year to the 31st March the following year.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of Government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier’s supply chain, the Covid 19 pandemic or the United Kingdom’s exit from the EU.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

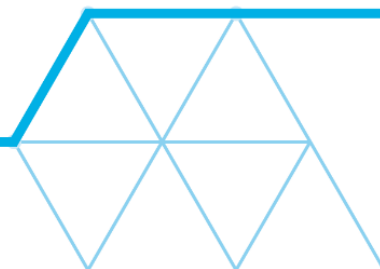
“General Anti-Abuse Rule” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

“General Change in Law” means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Government” means the government of the United Kingdom.





“Government Buying Standards” means the standards published here:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

“Greening Government Commitments” means the Government’s policy to reduce its effects on the environment, the details of which are published here:

<https://www.gov.uk/government/collections/greening-government-commitments>

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“Health and Safety Policy” means the Ministry of Justice’s health and safety policy, available at the following web address:

<https://intranet.justice.gov.uk/documents/2017/12/moj-corporate-health-and-safety-policy.pdf>

“HMRC” means HM Revenue & Customs.

“ICT Environment” means the Authority System and the Supplier System.

“Indexation Review Date” means 1 April of each year from Contract Year 2 onwards

“Information” has the meaning given under section 84 of the FOIA.

“Information Assets” means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Services.

“Initial Term” means the period from the Commencement Date to the End Date.

“Intellectual Property Rights” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“ISMS” means the Supplier’s information and management system and processes to manage information security as set out in paragraph 2.3 of Schedule 6.

“ISO 14001” means the family of standards related to environmental management published by the International Organisation for Standardisation.

“IT Health Check” means penetration testing of systems under the Supplier’s control on which Information Assets and/or Authority Data are held which are carried out by third parties in accordance with the CHECK scheme operated by CESG or to an equivalent standard.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.





“Key Personnel” mean the people named in the Specification as key personnel, if any.

“Know-How” means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

“KPI Report” means the report specified in Annex B to Schedule 11A.

“Law” means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply and/or which apply to the delivery of the Services.

“Law Enforcement Purposes” means as it is defined in the DPA.

“LED” means the Law Enforcement Directive (Directive (EU) 2016/680).

“Losses” means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

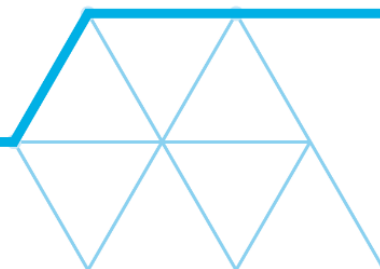
“Major Refurbishment Works” means the capital replacement and maintenance work and refurbishments required to mobilise the service for Service Commencement, in line with the plans and provisions already outlined by the Supplier in the Mobilisation and Transition Plan and Architecture Plan as at Appendix 1 and 2 to Schedule 14.

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Management Information” means the information specified in Annex B to Schedule 11A, as amended from time to time in accordance with Paragraph 4.1.2.2 of Schedule 11A.

“Material Breach” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses D1, D2, D3, D4, G3, I4 or paragraph 9 of Schedule 8.





“Mobilisation Milestone” means each activity set out in Appendix 1 of Schedule 14 (Mobilisation and Transition) to be completed during the Mobilisation and Transition Period as set out in the Mobilisation and Transition Plan.

“Mobilisation Milestone Date” means the date by which a Mobilisation Milestone must be met, as set out in Appendix 1 of Schedule 14 (Mobilisation and Transition).

“Mobilisation Period” means the period of time between the contract Start Date and the Service Commencement Date.

“Mobilisation and Transition Plan” means the documentation specifying the works to be completed by the Supplier from the Contract Start Date as set out in Appendix 1 of Schedule 14 (Mobilisation and Transition) in order for the Supplier to subsequently provide the Bed Spaces as set out in the Ramp-Up Plan in Appendix 3 of Schedule 14.

“Mobilisation and Transition Services” means the Services delivered by the Supplier from the Start Date until the Service Commencement Date in compliance with the Mobilisation and Transition Plan.

“Modern Slavery Helpline” means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available by telephone on 08000 121 700 or online at:

<https://www.modernslaveryhelpline.org/report>

“Month” means calendar month.

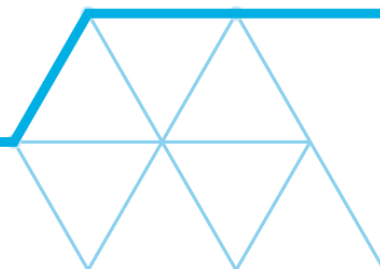
“Monthly Contract Price” means the price payable during service period as set out in the Cost Summary.

“MSA” means the Modern Slavery Act 2015.

“NICs” means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or





- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Offender Personal Data” means all data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are created, processed or shared during operation of the Services regarding individual offenders (this includes referrals and actual residents).

“Operating Manual” means the manual developed by the Supplier, setting out the operating procedures required for providing the Services, including maintaining the Site

“Personal Data” means as it is defined in the GDPR.

“Personal Data Breach” means as it is defined in the GDPR.

“Premises” means the location where the Services are to be supplied as set out in the Specification and is synonymous with the defined term “Site”.

“Price” means the price (excluding any applicable VAT) payable to the Supplier by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Supplier of its obligations under the Contract.

“Processor” means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;





- ii) under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
- iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Project Surplus” means the revised Contract Price set out in the Suppliers Project Surplus Reconciliation Summary.

“Project Surplus Reconciliation Summary” means the Summary set out by the Supplier as detailed in section 5 of Schedule 2

“Property” means the property, other than real property, issued or made available to the Supplier by the Authority in connection with the Contract.

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted.

“PSI 67/2011” is the Prison Service Instruction published on 1st November 2011 relating to the searching of the person as amended from time to time and available at:

<https://www.justice.gov.uk/offenders/psis/prison-service-instructions-2011>

“PSI 10/2012” is the Prison Service Instruction published on 26 March 2012 relating to the Conveyance and Possession of Prohibited Items and other Related Offences as amended from time to time and available at:

<https://www.justice.gov.uk/offenders/psis/prison-service-instructions-2012>

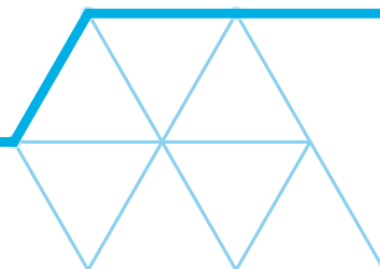
“PSI 07/2014” is the Prison Service Instruction published on 2nd June 2014 relating to security vetting as amended from time to time and available at:

<https://www.justice.gov.uk/offenders/psis/prison-service-instructions-2014>

“PSI 24/2014” is the Prison Service Instruction published on 1st May 2014 relating to information assurance as amended from time to time and available at:

<https://www.justice.gov.uk/offenders/psis/prison-service-instructions-2014>

“Purchase Order” the Authority’s order for the supply of the Services.





“Purposeful Activity” – means a time-bound, measurable and recordable activity, which is structured towards the delivery of the resident’s sentence plan or is otherwise approved as constructive in character and compatible with the sentence plan and other expectations to which the resident is subject.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

“Ramp-Up Plan” means the plan setting out the gradual increase in Bed Spaces during the Mobilisation and Transition Period as set out in Appendix 3 of Schedule 14 (Mobilisation and Transition).

“Receipt” means the physical or electronic arrival of the invoice at the address specified in clause C1.13 or at any other address given by the Authority to the Supplier for the submission of invoices from time to time.

“Reduced Performance” means any instances of performance that fall below the Required Standard

“Regulations” means the Public Contract Regulations 2015 (SI 2015/102).

“Regulator Correspondence” means any correspondence from the Information Commissioner's Office, or any successor body, in relation to the processing of Personal Data under the Contract.

“Regulatory Body” means a Government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

“Relevant Conviction” means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

“Replacement Supplier” means any third-party supplier appointed by the Authority to supply any goods and/or services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.





“Required Action” has the meaning given to it at clause H11.3.

“Required Standard” means how the Supplier shall provide the Services to the standard set in the Authority’s Requirements (specification) and in compliance with the terms of this Contract including so as to meet the performance targets applicable to the Key Performance Indicators (the **“Required Standard”**) and the Parties are committed to working together to achieve continuous improvement in performance

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Supplier for use in relation to the performance of its obligations under the Contract; or
- b) the result of any work done by the Supplier or any Staff in relation to the provision of the Services.

“Returning Employees” means those persons agreed by the Parties to be employed by the Supplier (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

“Security Plan” means the plan prepared by the Supplier which includes the matters set out in paragraph 3.2 of Schedule 6.

“Security Policy Framework” means the Government’s Security Policy Framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

“Security Test” means a test carried out by the Supplier, the Authority or a third party to validate the ISMS and the security of all relevant processes and systems on which Information Assets and/or Authority Data are held.

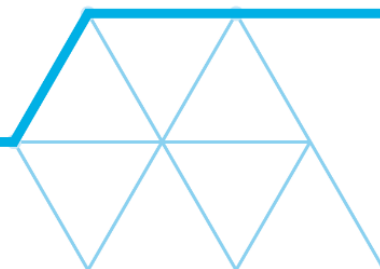
“Services” means the services set out in Schedule 1 (including any modified or alternative services).

“Service Commencement Date” is synonymous with the Commencement Date and means the date the Ramp-Up Plan begins, signifying the availability of Bed Spaces for Authority use, increasing from [X] to [Y] over a X-month period as outlined in Schedule 14.

“Site” means the location where the Services are to be delivered and is synonymous with the terms AP and Premises and addressed as [to enter]

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission’s Recommendation of 6 May 2003 available at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>





“Specific Change in Law” means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

“Specification” means the description of the Services to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

“SSCBA” means the Social Security Contributions and Benefits Act 1992.

“Staff” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any of its Sub-Contractors engaged in the performance of the Supplier’s obligations under the Contract.

“Staff Personal Data” means all data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are created by the Supplier in the operation of the Services regarding their Staff.

“Start Date” the later of:

- (a) the date on which this Agreement is signed by both Parties; and
- (b) the date on which the Condition[s] Precedent has been satisfied or waived in accordance with Clause A4.1 (Condition Precedent);

“Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

“Sub-processor” means any third party appointed to process Personal Data on behalf of the Supplier related to the Contract.

“Supplier Software” means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Services and which is set out in Schedule 5.

“Supplier System” means the information and communications technology system used by the Supplier in performing the Services including the Supplier Software, the Equipment and related cabling (but excluding the Authority System).

“Tender” means the Supplier’s tender submitted in response to the Authority’s invitation to suppliers for offers to supply the Services.

“Term” means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension, the end date of the Extension





or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“**TFEU**” means the Treaty on the Functioning of the European Union.

“**Third Party IP Claim**” has the meaning given to it in clause E1.5 (Intellectual Property Rights).

“**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Supplier to provide the Services including the software and which is specified as such in Schedule 5.

“**Training Guide**” means the matrix of training Supplier Staff are to undertake as such detailed at section 1 and found appended to Schedule 10.

“**Treaties**” means the TFEU and the Treaty on European Union.

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“**TUPE Information**” means the information set out in clause B17.1.

“**Unavailable Bed Space**” means a Bed Space that falls within the following criteria, when an offender cannot be placed in the Bed Space within the AP or a resident offender has to be removed from the AP and placed elsewhere in the following circumstances:

- (a) Residents are deemed to be at risk or placement into the AP is deemed unsafe: The Authority reserve the right to remove an individual or all residents placed in the AP, in circumstances where the Authority has assessed that they are at risk themselves or the placement is unsafe, where:
 - i) continuing registration/licensing as an AP is in doubt or a decision to suspend registration/licence is pending
 - ii) there is the consideration of the imposition of conditions on licensing that would impact on the AP's ability to deliver the Service Specification
 - iii) if registration or licence are cancelled or conditions are imposed that limit the Authority's ability to place offenders into the AP (for example, issues are identified during an Inspection giving the Authority sufficient cause for concern to remove residents from the AP).
- (b) The room is physically unavailable due to damage or the need for repairs outside of the permitted rectification timelines in Schedule 1A (Maintenance).
- (c) The room is not compliant with section 9 of Schedule 1 (Specification) or any other element of the contract.





(d) Any Bed Space that the Supplier fails to provide to the Authority under the provisions of the Contract, including but not limited to, a temporary closure of the AP.

“Unavailable Bed Space Deduction” means the calculation as outlined in section 2 of Schedule 2 (Monthly Contract Price/ Number of beds set out in the Contract/ Number of days in month)

“Valid Invoice” means an invoice containing the information set out in clause C1.2.

“VAT” means value added tax charged or regulated in accordance with the Value-Added Tax Act 1994.

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

“Vulnerability Correction Plan” means a remedial plan prepared by the Supplier to address vulnerabilities identified in an IT Health Check report.

“Welsh Language Scheme” means the Authority’s Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa unless the context requires otherwise;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) the Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the Schedules;





- (h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (i) references to the Contract are references to the Contract as amended from time to time; and
- (j) any reference in the Contract which immediately before Exit Day is a reference to (as it has effect from time to time):
- (k) any reference in the Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

A2 Authority Obligations

- A2.1 Save as otherwise expressly provided, the Authority’s obligations under the Contract are the Authority’s obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation upon, or in any other way fetters or constrains, the Authority in any other capacity.
- A2.2 The exercise by the Authority of its duties and powers in any other capacity shall not make it liable to the Supplier in any way.

A3 Supplier’s Status

- A3.1 The Supplier is an independent contractor and nothing in the Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Contract.
- A3.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.





A4 Condition Precedent

A4.1 Save for Clauses A1 (Definitions and Interpretation), G2 (Warranties), A4 (Term), D4 (Confidential Information), D5 (Freedom of Information), D6 (Publicity, Branding and Media), G1 (Liability, Indemnity and Insurance), I7 (Waiver), A3 (Supplier Status), I8 (Severability), I9 (Entire Agreement), I5 (Rights of Third Parties), I3 (Notices and Communications), I1 (Dispute Resolution) and I12 (Governing Law and Jurisdiction), this Agreement is conditional upon:

- (a) [the valid execution and delivery to the Authority of the Guarantee; and]
- (b) [DN – INSERT DESCRIPTION OF WHAT WILL NEED TO OCCUR IN TERMS OF THE OBTAINING OF PLANNING PERMISSION AT THE PROPERTY]

(the “**Conditions Precedent**” and each a “**Condition Precedent**”). The Authority may in its sole discretion at any time agree to waive compliance with the Condition[s] Precedent by giving the Supplier notice in writing.

A4.2 The Supplier shall satisfy, or procure the satisfaction of, the Condition[s] Precedent as soon as possible. In the event that the Condition Precedent is not satisfied within X [Agreed timescale set out in the Tender] after the date of this Agreement then, unless the Conditions Precedent [is/are] waived by the Authority in accordance with Clause A4.1:

- (a) this Agreement shall automatically cease and shall not come into effect; and
- (b) neither Party shall have any obligation to pay any compensation to the other Party as a result of such cessation.

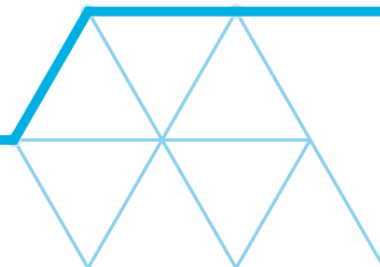
[Drafting Note – This clause will need to be updated to the timelines for obtaining planning permissions]

A4.3 The Supplier shall consult with the Authority in relation to the steps it takes to satisfy the Condition[s] Precedent set out in Clause A4.1 and shall keep the Authority fully informed of its progress in satisfying the Condition[s] Precedent and of any circumstances which are likely to result in the Condition[s] Precedent not being satisfied by the date set out in Clause A4.1.

A5 Term

A5.1 The Contract Start Date the start of the Mobilisation Period. The Contract commences on [to enter] (the “**Commencement Date**”) which signifies the Service Commencement Date.

A5.2 The Contract ends on midnight [to enter] (the “**End Date**”), being the date [XX] years from the Service Commencement Date, unless it is terminated early or extended in accordance with the Contract.





- A5.3 The Authority may extend the Contract for up to [to enter] (“**Extension**”). The terms of the Contract, including the pricing mechanism will apply throughout the period of any Extension.

B. THE SERVICES

B1 Basis of the Contract

- B1.1 In consideration of the Supplier’s performance of its obligations under the Contract the Authority shall pay the Supplier the Price in accordance with clause C1.
- B1.2 The terms and conditions contained in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

B2 Delivery of the Services

- B2.1 The Supplier shall deliver the Service at [ADDRESS]. The Service shall include, but is not limited, to the provision of [X] Available Bed Spaces at the annual Price of:

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
|-------------------|--------|--------|--------|--------|--------|--------|--------|
| Total Cost | £ X | £ X | £ X | £ X | £ X | £ X | £ X |

- B2.2 From the Service Commencement Date, the Available Bed Spaces will be provided entirely for [GENDER] residents. However, the Authority reserves the right to change the resident profile of the AP to [OPP GENDER], on no less than 4 weeks written notice to the Supplier.

B3 Not used

B4 Quality

- B4.1 The Supplier shall perform its obligations under the Contract:
- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - (b) in accordance with Good Industry Practice and all applicable Laws; and
 - (c) shall comply with the standards and requirements set out in Schedule 8.
- B4.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.





B5 Not used

B6 Not used

B7 Not used

B8 Not used

B9 Supply of Services

B9.1 The Supplier shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Contract, the Supplier shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Supplier shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

B9.2 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Services and the performance of the Supplier's obligations under the Contract.

B9.3 The Supplier shall:

(a) ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services;

(b) The Supplier shall ensure that all Staff are properly managed and supervised.

B9.4 Not used

B9.5 Not used

B9.6 Not used

B9.7 Not used

B9.8 The Authority may inspect the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection. In this clause B9, Services include planning or preliminary work in connection with the supply of the Services.

B9.9 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.

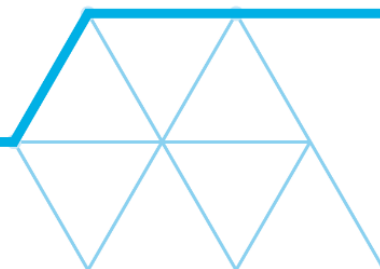




- B9.10 Timely commencement of the supply of the Services and the supply of the Available Bed Spaces is of the essence of the Contract. Commencement of Services will be within the time agreed in Schedule 14 (Mobilisation & Transition). Timely supply of Bed Spaces is an ongoing obligation and fundamental to delivery of Services. If the Supplier fails to commence supply of the Services within the timescales agreed in Schedule XY due to any act or omission within its control, the Authority is released from any obligation to pay for the Services and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.
- B9.11 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.
- B9.12 If, in delivering the Services, the Supplier is required to visit Authority Premises which are prisons, the Supplier shall comply with Schedule 7.

B10 Equipment

- B10.1 The Supplier shall provide all the Equipment and resource necessary for the supply of the Services.
- B10.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises without Approval.
- B10.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B10.4 Equipment brought onto the Premises remains the property of the Supplier.
- B10.5 If the Authority reimburses the cost of any Equipment to the Supplier the Equipment shall become the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier shall keep a full and accurate inventory of such Equipment and deliver that inventory to the Authority on request and on completion of the Services.
- B10.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition.
- B10.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:
- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and





(b) replace such item with a suitable substitute item of Equipment.

B11 Key Personnel

- B11.1 The Supplier acknowledges that Key Personnel are essential to the proper provision of the Services.
- B11.2 Key Personnel shall not be released from supplying the Services without Approval except by reason of long-term sickness, maternity leave, paternity leave, adoption leave, compassionate leave, termination of employment or suspension or other similar extenuating circumstances.
- B11.3 The Authority may interview and assess any proposed replacement for Key Personnel and any replacements to Key Personnel are subject to Approval. Such replacements shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- B11.4 The Authority shall not unreasonably withhold approval under clauses B11.2 or B11.3 and such approval is conditional on appropriate arrangements being made by the Supplier to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B12 Staff

- B12.1 The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Supplier's Premises:
- (a) any member of the Staff; or
 - (b) any person employed or engaged by any member of the Staff
- whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.
- B12.2 The Supplier shall maintain the security of the Supplier's Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008, available to the Supplier on request. The Supplier shall comply with all security requirements of the Authority while on the Supplier's Premises and ensure that all Staff comply with such requirements.
- B12.3 The Authority may search any persons or vehicles engaged or used by the Supplier at the Supplier's Premises.
- B12.4 At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all





people who may require admission to the Supplier's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

- B12.5 The Supplier shall ensure that all Staff who have access to the Supplier's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.
- B12.6 The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:
- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and
 - (b) provide documents, records or other material in whatever form which the Authority may reasonably request or which may be requested on the Authority's behalf, for the purposes of an investigation.
- B12.7 The Supplier shall comply with PSI 10/2012 as amended from time to time and available from the Authority on request.

B12A Staff Vetting

B12A.1 The Supplier shall ensure that all Staff who have access to the Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS. The Supplier will also secure enhanced DBS checks as well as verifying the identity and references of all Staff before they are granted such access.

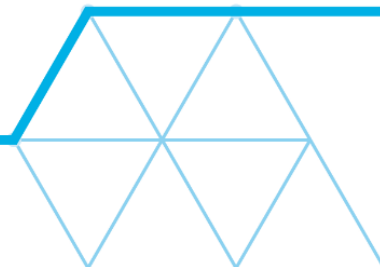
B12A.2 In accordance with Clause B.9.3 of the Contract, it is the responsibility of the Supplier to ensure that staff are suitably qualified and experienced to carry out their role and that all staff members, trustees and management committee members are vetted in accordance with HMPPS expectations as outlined below.

B12A.3 The Supplier shall ensure that all Staff have been subject to:

- a) A current and valid right to work check in accordance with sections 15 to 25 of the Immigration, Asylum and Nationality Act 2006 (the 2006 Act). The Supplier must ensure that Staff are eligible to work in the United Kingdom. In doing so the guidance in the Government Baseline Personnel Security Standard (BPSS) should be followed:

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

- b) An identity check - to check a Staff's full name, signature, date of birth, full permanent address;





c) A language check - or other language competency test as may be required by the department; and

d) A BPSS check, conducted in accordance with the HMG BPSS comprising:

- (i) An identity check;
- (ii) A verification of nationality and immigration status;
- (iii) A verification of employment history; and
- (iv) A verification of criminal record.

e) An authenticity check - the Supplier must be able to demonstrate that all documents (not just those for verification of identity) are checked for authenticity and that the verification process is cumulative by the use of intelligent cross-referencing. In doing so the Supplier must apply the guidance in the current version of the good practice guide on pre-employment screening- document verification from the centre for the protection of national infrastructure (see website below).

www.cpni.gov.uk/advice/personnel-security1/screening/

f) A qualification check – the Supplier must carry out a qualification check to verify that the information about education, training or essential professional qualifications provided by each of their Staff in support of their CV is correct. Staff must hold qualifications recognised in the United Kingdom. If there is any doubt that qualifications are genuine, the Supplier must contact the National Academic Recognition Centre (NAIRC) at www.naric.org.uk. Copies of qualification verification should be included with the CV Authority.

g) An employment history and reference check. The Supplier must ensure that each Staff's CV must detail the full employment history for a minimum of three years continuous employment (or all years since their employment history started, if less than three), with no unexplained gaps. The Supplier must cross-check each employment history against appropriate employment references, especially in respect of dates of employment and positions held. As a minimum, references are required from the employers for each candidate's two most recent substantial assignments.

h) An enhanced Disclosure & Barring Service (DBS) check (which the Supplier must perform).

Where offences are identified on the DBS certificate it may not be possible to deploy Staff immediately until a judgement is made on their suitability. The Supplier should notify the Operational Contract Manager of any such offences. The Operational Contract Manager will action this for verification as soon as possible in order that a response can be advised. An email response from the Operational Contract Manager will be sent to the Supplier. This must be received before the Staff member can be granted unescorted access to the Premises.





i) The Supplier will need to provide evidence that the Staff has been asked and shall provide copies of the response to the following questions:

1. Have you ever been dismissed from a probation service (NPS or CRC) setting within the last 5 years?
2. Have you been subject to conduct and disciplinary proceedings within the past 5 years?

B12A.4 The Supplier must have in place a process to ensure the personal staff (security) vetting outlined above continues to apply throughout the duration of the Staff's employment by the Supplier.

B12A.5 The Authority shall be entitled to require all Staff to undertake such additional staff (security) vetting checks as it may reasonably require from time to time.

B13 Due Diligence

Save as the Authority may otherwise direct, the Supplier is deemed to have inspected the Premises before submitting its Tender and to have completed due diligence in relation to all matters connected with the performance of its obligations under the Contract.

B14 Not used

B15 Property

B15. The Supplier is liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B16 Offers of Employment

B16.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE, any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the Services while such persons are employed or engaged and for a period of 6 Months thereafter.

B16.2 If either Party breaches the clause B16.1, it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person's employment.

B16.3 The Parties hereby agree that the sum specified in clause B16.2 is a reasonable pre-estimate of the loss and damage which the Party not in breach would suffer if there was a breach of clause B16.1.





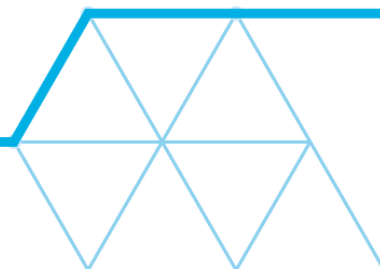
B17 Employment

- B17.1 No later than 12 Months prior to the end of the Term, the Supplier shall fully and accurately disclose to the Authority all information the Authority may reasonably request in relation to the Staff including the following:
- (a) the total number of Staff whose employment/engagement terminates at the end of the Term, save for any operation of Law;
 - (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B17.1 (a);
 - (c) the terms and conditions of employment/engagement of the Staff referred to in clause B17.1 (a), their job titles and qualifications;
 - (d) their immigration status;
 - (e) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
 - (f) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.
- B17.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Supplier shall give the Authority updated TUPE Information.
- B17.3 Each time the Supplier supplies TUPE Information to the Authority it warrants its completeness and accuracy and acknowledges that the Authority may assign the benefit of this warranty to any Replacement Supplier.
- B17.4 The Authority may use TUPE Information it receives from the Supplier for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Term. The Supplier shall provide the Replacement Supplier with such assistance as it shall reasonably request.
- B17.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Supplier indemnifies and keeps indemnified the Authority, the Crown and any Replacement Supplier against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Supplier may suffer or incur as a result of or in connection with:
- (a) the provision of TUPE Information;
 - (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Supplier or any Sub-Contractor in respect of any Returning Employee on or before the end of the Term;





- (c) any failure by the Supplier or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Supplier to comply with its duties under regulation 13 of TUPE;
 - (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
 - (e) any claim by any person who is transferred by the Supplier to the Authority and/or a Replacement Supplier whose name is not included in the list of Returning Employees.
- B17.6 If the Supplier is aware that TUPE Information has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date and accurate TUPE Information.
- B17.7 This clause B17 applies during the Term and indefinitely thereafter.
- B17.8 The Supplier undertakes to the Authority that, during the 12 Months prior to the end of the Term the Supplier shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):
- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Supplier and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
 - (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
 - (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Supplier, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
 - (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

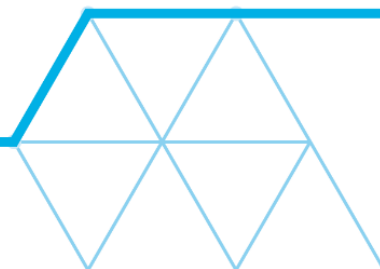




C. PAYMENT

C1 Payment and VAT

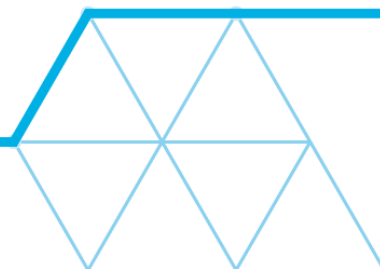
- C1.1 The Supplier shall submit invoices to the Authority in accordance with this clause C1 and Schedule 2.
- C1.2 The Authority issues Purchase Orders using Basware and, unless Approved otherwise, the Supplier shall, when invited, register on Basware.
- C1.3 If the Supplier registers on Basware, a Valid Invoice is an invoice issued through Basware, unless the invoice contains:
- (a) additional lines not included in the relevant Purchase Order;
 - (b) Line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant Purchase Order;
 - (c) Prices and/or volumes which have been increased without Approval.
- C1.4 If, with Approval, the Supplier does not register on Basware, a Valid Invoice is an invoice which includes the information set out in Part 2 of Schedule 2 and, if requested by the Authority:
- (a) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
 - (b) the name of the individuals to whom the timesheet relates and hourly rates for each;
 - (c) identification of which individuals are Supplier's staff and which are Sub-Contractors' staff;
 - (d) the address of the Premises and the date on which work was undertaken;
 - (e) the time spent working on the Premises by the individuals concerned;
 - (f) details of the type of work undertaken by the individuals concerned;
 - (g) details of plant or materials operated and on standby;
 - (h) separate identification of time spent travelling and/or meal or rest breaks; and
 - (i) if appropriate, details of journeys made and distances travelled.
- C1.5 The Authority shall not pay an invoice which is not a Valid Invoice.
- C1.6 The Authority shall not pay the Supplier's overhead costs unless Approved and overhead costs include, without limitation: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.
- C1.7 Not used
- C1.8 Not used
- C1.9 Not used





- C1.10 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and Approved.
- C1.11 If the Authority pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.
- C1.12 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C1.
- C1.13 The Supplier shall:
- (a) add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Supplier any additional VAT;
 - (b) ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice; and
 - (c) not suspend the Services unless the Supplier is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.
- C1.14 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause C1.12 shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.
- C1.15 The Authority shall:
- (a) in addition to the Price and following receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract; and
 - (b) pay all sums due to the Supplier within 30 days of receipt of a Valid Invoice via Basware unless an alternative arrangement has been Approved.
- C1.16 Any late payment of undisputed invoices by the Authority will be subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank.

C2 Recovery of Sums Due





- C2.1 If under the Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority under the Contract or under any other agreement with the Authority or the Crown.
- C2.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C2.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- C2.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C3 Price During Extension

Subject to Schedule 2 and clause F4 (Change), the Price applies for the Initial Term and until the end of any Extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

D. PROTECTION OF INFORMATION

D1 Authority Data

- D1.1 The Supplier shall (for the purposes of this clause D any reference to the Supplier shall also include reference to the Sub-Contractor as the Supplier will not hold any Authority Data itself but shall be responsible for ensuring that the Sub-Contractor abides by the terms of this clause):
- (a) not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise Approved;
 - (b) preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
 - (c) not delete or remove any proprietary notices contained within or relating to the Authority Data;
 - (d) to the extent that Authority Data is held and/or processed by the Supplier, supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification;





- (e) perform secure back-ups of all Authority Data and ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Authority immediately upon request
- (f) ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework;
- (g) identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data;
- (h) on request, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of Personal Data, and its procedures for reducing risk;
- (i) notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason; and
- (j) comply with Schedule 6 (Security Requirements and Policy).

D1.2 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

- (a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or
- (b) itself restore or procure the restoration of Authority Data, and be repaid by the Supplier any reasonable costs incurred in doing so.

D2 Data Protection and Privacy

D2.1 The Parties acknowledge that for the purposes of Data Protection Legislation:

- (a) both Parties are Joint Controllers of Offender Personal Data (to be processed as per Schedule 9 Part A);
- (b) the Authority is the Data Controller and the Supplier is the Data Processor. The only processing which of the Authority has authorised (subject to clause D2.1(c) below), (to be processed as per Schedule 9 Part B); and,
- (c) the Supplier is the Data Controller and Data Processor of Staff Personal Data (to be processed as per Schedule 9 Part C).the United Kingdom left the European Union on 31 January 2020 and the legal transition period under which it is treated by the European Union as a Member State for the purposes of European Union law ended on 31 December 2020 (the "**Transition Period**"). If the Transition Period expired before the European Commission adopted an adequacy decision for the UK





under Article 45 of the GDPR and the Supplier is located within the EEA, clauses D2.13 to D2.15 apply.

D2.2 The Supplier shall:

- (a) notify the Authority immediately if it considers any Authority instructions infringe the Data Protection Legislation;
- (b) at its own cost, provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to starting any processing. Such assistance may, at the Authority's discretion, include:
 - i) a systematic description of the envisaged processing operations and the purpose of the processing;
 - ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
- (c) in relation to any Personal Data processed in connection with its obligations under the Contract:
 - i) process that Personal Data only in accordance with Schedule 9 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - ii) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event having taken account of the nature of the data to be protected, harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures
- (d) ensure that:
 - i) Staff do not process Personal Data except in accordance with the Contract (and in particular Schedule 9);
 - ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to Personal Data and ensure that they:
 - A) are aware of and comply with the Supplier's duties under this clause D2;



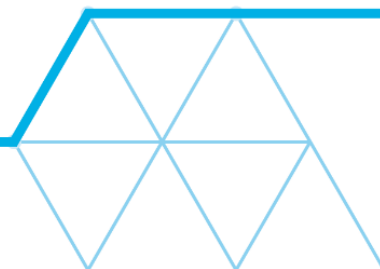


- B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise allowed under the Contract;
 - D) have undergone adequate training in the use, care, protection and handling of the Personal Data
- (e) not transfer Personal Data outside the EU unless Approved and:
- i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or s.75 of the DPA) as determined by the Authority;
 - ii) the Data Subject has enforceable rights and effective legal remedies;
 - iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data
- (f) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data;
- (g) subject to clause D2.3, notify the Authority immediately if it:
- i) receives a Data Subject Request (or purported Data Subject Request);
 - ii) receives a request to rectify, block or erase any Personal Data;
 - iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Contract;



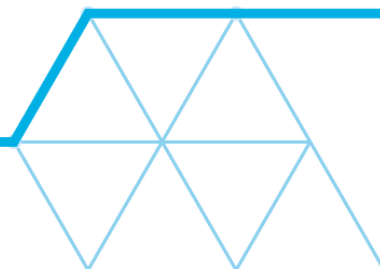


- v) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - vi) becomes aware of a Data Loss Event.
- D2.3 The Supplier's obligation to notify under clause D2.2 (g) includes the provision of further information to the Authority in phases as details become available.
- D2.4 Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause D2.2 (g) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
 - (a) the Authority with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Authority following any Data Loss Event; and
 - (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office or any consultation by the Authority with the Information Commissioner's Office.
- D2.5 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause D2. This requirement does not apply if the Supplier employs fewer than 250 people unless the Authority determines that the processing:
 - (a) is not occasional;
 - (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- D2.6 The Supplier shall allow audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- D2.7 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.





- D2.8 Before allowing any Sub-processor to process any Personal Data in connection with the Contract, the Supplier shall:
- (a) notify the Authority in writing of the intended Sub-processor and processing;
 - (b) obtain Approval;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause D2 such that they apply to the Sub-processor; and
 - (d) provide the Authority with such information regarding the Sub-processor as the Authority reasonably requires.
- D2.9 The Supplier remains fully liable for the acts and omissions of any Sub-processor.
- D2.10 Notwithstanding the provisions of clause E4, the Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- D2.11 The Parties shall take account of any guidance published by the Information Commissioner's Office and, notwithstanding the provisions of clause F4, the Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance published by the Information Commissioner's Office.
- D2.12 In relation to Personal Data processed for Law Enforcement Purposes, the Supplier shall:
- (a) maintain logs for its automated processing operations in respect of:
 - i) collection;
 - ii) alteration;
 - iii) consultation;
 - iv) disclosure (including transfers);
 - v) combination; and
 - vi) erasure.(together the "**Logs**").
 - (b) ensure that:





- i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
 - ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
 - iii) the Logs are made available to the Information Commissioner's Office on request
- (c) use the Logs only to:
 - i) verify the lawfulness of processing;
 - ii) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
 - iii) ensure the integrity of Personal Data; and
 - iv) assist with criminal proceedings
- (d) as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and
- (e) where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:
 - i) persons suspected of having committed or being about to commit a criminal offence;
 - ii) persons convicted of a criminal offence;
 - iii) persons who are or maybe victims of a criminal offence; and
 - iv) witnesses or other persons with information about offences.

D2.13 If both Parties are Controllers of the Personal Data, without any further action being required:

- (a) they have entered into the Standard Contractual Clauses in the European Commission's decision 2004/915/EC set out in Annex 1 to Schedule 10 in respect of data transfers by the Supplier outside of the EEA;
- (b) that, where no other appropriate safeguard or exemption applies, the Personal Data subject to the Contract (and to which Chapter V of the GDPR applies) will be transferred in accordance with those Standard Contractual Clauses as of the date the Parties entered into those Standard Contractual Clauses;





- (c) the Parties shall each use best endeavours to complete the annexes to the Standard Contractual Clauses promptly and at their own cost for the purpose of giving full effect to them; and
- (d) if there is any conflict between the Contract and the Standard Contractual Clauses the terms of the Standard Contractual Clauses apply.

D2.14 If the Supplier is a Controller of Personal Data and the Authority is a Processor:

- (a) without any further action being required they have entered into the Standard Contractual Clauses in the European Commission's decision 2010/87/EU set out in Annex 2 to Schedule 10 in respect of data transfers by the Supplier outside of the EEA;
- (b) that, where no other appropriate safeguard or exemption applies, that the Personal Data subject to the Contract (and to which Chapter V of the GDPR applies) will be transferred in accordance with those Standard Contractual Clauses as of the date the Parties entered into those Standard Contractual Clauses;
- (c) the Parties shall each use best endeavours to complete the annexes to the Standard Contractual Clauses promptly and at their own cost for the purpose of giving full effect to them; and
- (d) if there is any conflict between the Contract and the Standard Contractual Clauses the terms of the Standard Contractual Clauses apply.

D2.15 If the European Commission updates, amends, substitutes, adopts or publishes new Standard Contractual Clauses from time to time; and the European Commission has not adopted an adequacy decision for the United Kingdom before the European Commission decision regarding such new Standard Contractual Clauses becomes effective:

- (a) the most up to date Standard Contractual Clauses from time to time shall be automatically incorporated in place of those in Annexes 1 or 2 to Schedule 10 (as the context requires) and that such incorporation is not a Change;
- (b) where no other appropriate safeguard or exemption applies, that the Personal Data subject to the Contract (and to which Chapter V of the GDPR applies) will be transferred in accordance with the relevant form of the most up to date Standard Contractual Clauses as of the date the European Commission decision regarding such new Standard Contractual Clauses becomes effective;
- (c) the Parties shall each use best endeavours to complete any part of the most up to date Standard Contractual Clauses that a Party must complete promptly and at their own cost for the purpose of giving full effect to them; and





- (d) if there is any conflict between the Contract and the most up to date Standard Contractual Clauses the terms of the most up to date Standard Contractual Clauses apply.

D2.16 This clause D2 applies during the Term and indefinitely after its expiry.

D3 Official Secrets Acts and Finance Act

D3.1 The Supplier shall comply with:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

D4 Confidential Information

- D4.1 Except to the extent set out in this clause D4 or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- D4.2 The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.
- D4.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause D4.3.
- D4.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.
- D4.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in providing the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- D4.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.





D4.7 Clause D4.1 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
- (e) it is independently developed without access to the other Party's Confidential Information.

D4.8 Nothing in clause D4.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:

- (a) for the purpose of the examination and certification of the Authority's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (a) to Parliament and Parliamentary committees;
- (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all Government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other Government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Government department or any Contracting Authority; or
- (e) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under clauses D4.8 (d) and (e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

D4.9 Nothing in clauses D4.1 to D4.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in





a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

- D4.10 The Authority shall use reasonable endeavours to ensure that any Government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause D4.8 is made aware of the Authority's obligations of confidentiality.
- D4.11 If the Supplier does not comply with clauses D4.1 to D4.8 the Authority may terminate the Contract immediately on notice.
- D4.12 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- D4.13 The Supplier shall:
- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches;
 - (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
 - (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
 - (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause D4.12.

D5 Freedom of Information

- D5.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- D5.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:
- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
 - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
 - (c) not respond directly to a Request for Information unless authorised to do so in writing by the Authority.





- D5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

D6 Publicity, Branding and Media and Official Enquiries

- D6.1 The Supplier shall not:

- (a) make any press announcements or publicise the Contract or its contents in any way;
- (b) use the Authority's name, brand or logo in any publicity, promotion, marketing or announcement of order; or
- (c) use the name, brand or logo of any of the Authority's agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders

without Approval.

- D6.2 Each Party acknowledges that nothing in the Contract either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including the Services and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.

- D6.3 The Supplier shall use reasonable endeavours to ensure that its Staff and professional advisors comply with clause D6.1.

E. INTELLECTUAL PROPERTY

E1 Intellectual Property Rights

- E1.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Supplier by or on behalf of the Authority (together with the Results, the "**IP Materials**");

shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Supplier shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Supplier of its obligations under the Contract.

- E1.2 The Supplier hereby assigns:





- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which the Supplier may subsist in the use of the IP Materials ("Created IP Materials"). This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier; and
- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the Created IP Materials for the purposes of this Contract.

and shall execute all documents and do all acts as are necessary to execute these assignments.

E1.3 The Supplier shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a direct result of, and solely in relation to, the performance of the Services under the Contract or the performance of its obligations under the Contract ("Created IPR");
- (b) assign to the Authority, with full title guarantee, all Intellectual Property Rights of the above mentioned Created IPR. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the ("Created IPR");
- (c) ensure that the third party owner of any pre-existing Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence to use such or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, and / or the Replacement Supplier or to any other third-party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (d) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (e) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E1.3 by the Supplier or any of its Sub-Contractors, except to the extent that any such claim results directly from:





- i) items or materials based upon designs supplied by the Authority; or
 - ii) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Contract.
- E1.4 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.
- E1.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Contract ("**Third Party IP Claim**"), with exception to any breach of use of IP Materials (unless such breach is caused by the act or omission of the Supplier or any of its Sub-Contractors) provided that the Supplier shall at all times:
 - (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
 - (b) take due and proper account of the interests of the Authority; and
 - (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).
- E1.6 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause E1.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E1.3 (d) i) and ii).
- E1.7 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.
- E1.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E1.3 (b) and G2.1 (g)) use its best endeavours to:
 - (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or





- (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Supplier is unable to comply with clauses E1.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Contract immediately by notice to the Supplier.

- E1.9 The Supplier grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date (which is not covered by clause E1.3(c)) and which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

F. CONTROL OF THE CONTRACT

F1 Contract Performance

- F1.1 If any of the Services are not being or are unable to be performed, the Supplier shall inform the Authority within 1 day of the Supplier becoming aware of that fact. The Supplier shall provide the reasons for non-performance, any corrective action and the date by which that action will be completed.
- F1.2 At or around 6 Months from the Service Commencement Date and each anniversary of the Service Commencement Date thereafter, the Authority may carry out a review of the performance of the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):
 - a) the Supplier's delivery of the Services;
 - b) the Supplier's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services;
 - c) a review of future requirements in relation to the Services; and
 - d) progress against key milestones.
- F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.
- F1.4 The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of



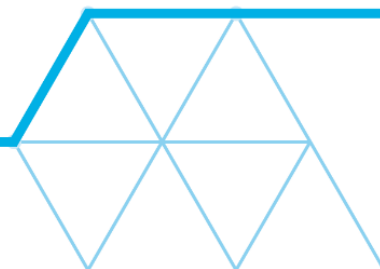


performance reviewed as against the Authority's expectations and the Supplier's obligations under the Contract.

- F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.
- F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.
- F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

F2 Remedies

- F2.1 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
- (a) require the Supplier to remedy the Material Breach within a period of up to ten (10) Working Days (or such period to be specified by the Authority given the nature of the Material Breach) to the satisfaction of the Authority (not to be unreasonably withheld); or
 - (b) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier will be able to supply the Services in accordance with the Specification;
 - (c) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
 - (c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate and proportionate in each particular case; and/or
 - (d) terminate the Contract in accordance with clause H2.
- F2.2 Without prejudice to its right under clause C2 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the





Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services.

- F2.3 In addition to the Improvement Notice mechanism at Schedule 12A Section 5, if the Authority reasonably believes the Supplier has failed to supply all or any part of the Services in accordance with the Contract, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.
- F2.4 If the Supplier has been notified of a failure in accordance with clause F2.3 the Authority may:
- (a) direct the Supplier to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
 - (b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.
- F2.5 If the Supplier has been notified of a failure in accordance with clause F2.3, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
 - (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F2.5 and the progress of those measures until resolved to the satisfaction of the Authority.
- F2.6 If, having been notified of any failure, the Supplier does not remedy it in accordance with clause F2.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Supplier.

F3 Transfer and Sub-Contracting

- F3.1 Except where both clauses F3.9 and F3.10 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without the Authority's Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract does not relieve the Supplier of any of its obligations or duties under the Contract.
- F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-





Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.

F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause F5 (Audit). If any Sub-Contractor does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.

F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:

(a) the Sub-Contract contains:

- i) a right for the Supplier to terminate the Subcontract if the Sub-Contractor does not comply with its legal obligations in connection with Data Protection Legislation, environmental, social or labour law; and
- ii) obligations no less onerous on the Sub-Contractor than those on the Supplier under the Contract in respect of data protection in clauses D1 and D2

(b) the Sub-Contractor includes a provision having the same effect as set out in this clause F3.4 (a) in any Sub-Contract which it awards; and

(c) copies of each Sub-Contract are sent to the Authority immediately after their execution.

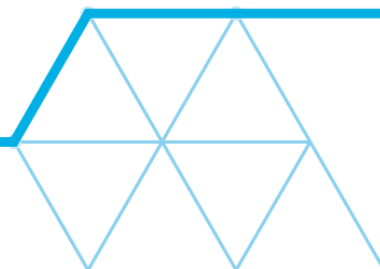
F3.5 Unless Approved otherwise, if the total value of the Contract over the Term is, or is likely to be, in excess of £5,000,000, the Supplier shall, in respect of Sub-Contract opportunities arising during the Term from or in connection with the provision of the Services:

- (a) advertise on Contracts Finder those that have a value in excess of £25,000;
- (b) within 90 days of awarding a Sub-Contract, update the notice on Contracts Finder with details of the Sub-Contractor;
- (c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder and awarded during the Term;
- (d) provide reports on the information in clause F3.5 (c) to the Authority in the format and frequency reasonably specified by the Authority;
- (e) promote Contracts Finder to its suppliers and encourage them to register on Contracts Finder; and



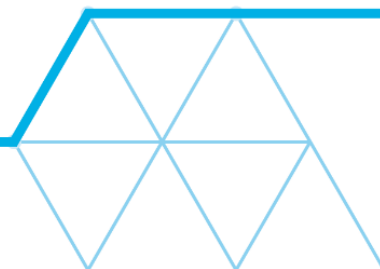


- (f) ensure that each advertisement placed pursuant to F3.5 (a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.
- F3.6 The Supplier shall, at its own cost, supply to the Authority by the end of April each year, for the previous Financial Year:
 - (a) the total revenue received from the Authority pursuant to the Contract;
 - (b) the total value of all its Sub-Contracts;
 - (c) the total value of its Sub-Contracts with SMEs; and
 - (d) the total value of its Sub-Contracts with VCSEs.
- F3.7 The Authority may from time to time change the format and the content of the information required pursuant to clause F3.6.
- F3.8 If the Authority believes there are:
 - (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
 - (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.
- F3.9 Notwithstanding clause F3.1, the Supplier may not assign to a third party (the **"Assignee"**) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C1 (Payment and VAT)) without the Authority's written approval. The decision to approve will be on the merits and factor in exceptional circumstances. Where the authority grants approval for such assignment, under this clause F3.9 it is subject to:
 - (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C2 (Recovery of Sums Due);
 - (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - (c) the Authority receiving notification under both clauses F3.10 and F3.11.
- F3.10 If the Authority authorises the Supplier to assign the right to receive the Price under clause F3.9, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.





- F3.11 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority can make payment.
- F3.12 Clause C1 continues to apply in all other respects after the assignment and shall not be amended without Approval.
- F3.13 Subject to clause F3.14, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority;
 - (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
 - (c) any private sector body which substantially performs the functions of the Authority
- provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.
- F3.14 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F3.15, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.
- F3.15 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F3.13 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):
- (a) the rights of termination of the Authority in clauses H1 and H2 are available to the Supplier in respect of the Transferee; and
 - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.
- F3.16 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- F3.17 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the

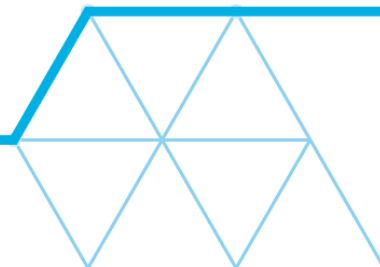




execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Contract.

F4 Change

- F4.1 After the Commencement Date, either Party may request a Change subject to the terms of this clause F4.
- F4.2 Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 3. The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the requested Change. The receiving Party shall provide an impact assessment of the requested change to the requesting Party for them to consider. Should the requesting Party accept the impact assessment then the Parties shall agree a Contract Change Notice (Schedule 3) to capture this and the rest of the requested change. Alternatively, if the receiving Party accepts the Change request without the need for an impact assessment, it shall confirm it in writing to the other Party and the Parties shall agree a CCN in the form set out in Schedule 3.
- F4.3 If the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:
- (a) allow the Supplier to fulfil its obligations under the Contract without the Change; or
 - (b) try to resolve the matter in accordance with the Dispute Resolution procedures at clause I1; or
 - (c) terminate the Contract immediately except where the Supplier has already delivered all or part of the Services or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).
- F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.
- F4.5 The Supplier is deemed to warrant and represent that the CNN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.
- F4.6 Clauses F4.4 and F4.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised





Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

F5 Audit

F5.1 The Supplier shall:

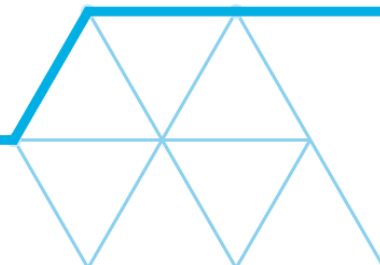
- (a) keep and maintain until 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority;
- (b) on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract;
- (c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services;
- (d) allow authorised representatives of the Authority and/or the National Audit Office to examine the Supplier's records and documents relating to the Contract and provide such copies and oral or written explanations as may reasonably be required; and
- (e) allow the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

G. LIABILITIES

G1 Liability, Indemnity and Insurance

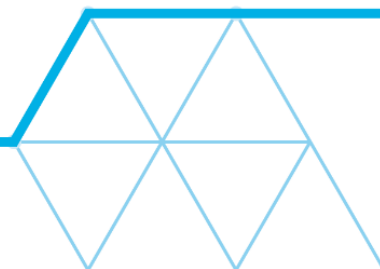
G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of clauses D1, D2 or D4 or Schedules 6 or 8; or
- (e) any liability to the extent it cannot be limited or excluded by Law.





- G1.2 Subject to clauses G1.3 and G1.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly by any act or omission of the Supplier.
- G1.3 Subject to clause G1.1 the Supplier's annual aggregate liability in respect of the Contract does not exceed the sum of £1,500,000.00
- G1.4 Subject to clause G1.1 the Authority's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract.
- G1.5 The Supplier is not responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.
- G1.6 The Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise as a result of a Default by the Supplier:
- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - (b) any wasted expenditure or charges;
 - (c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract where such Replacement Provider is selected as a result of the Termination of this Agreement for Breach (and not for Termination for Convenience by the Authority);
 - (d) any compensation or interest paid to a third party by the Authority; and
 - (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.
- G1.7 Subject to clauses G1.1 and G1.6, neither Party is liable to the other for any:
- (a) loss of profits, turnover, business opportunities or damage to goodwill; or
 - (b) indirect, special or consequential loss.





G1.8 Unless otherwise specified by the Authority, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract including:

(a) if required by the Authority, appropriate, professional indemnity insurance in the sum of not less than £5,000,000 (five million pounds) for any advice given by the Supplier to the Authority;

(b) cover for death or personal injury, loss of or damage to property or any other loss; and

(c) employer's liability insurance in respect of Staff.

Such insurance policies shall be maintained for the duration of the Term and for a minimum of 6 years following the end of the Term.

G1.9 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.10 If the Supplier does not have and maintain the insurances required by the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

G1.12 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

G2 Warranties and Representations

G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:

(a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;

(b) in entering the Contract it has not committed any fraud;





- (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Contract:
 - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and





- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G2.2 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Contract except those expressly set out in the Contract and the Supplier hereby waives and releases the Authority in respect thereof absolutely.

G3 Tax Compliance

G3.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give the Authority:
 - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

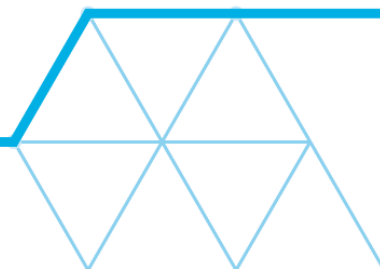
G3.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Staff.

H. DEFAULT, DISRUPTION AND TERMINATION

H1 Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:





- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1 (a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;





- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

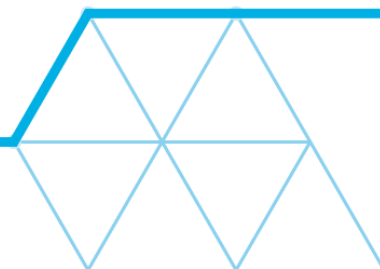
H1.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("**Change of Control**"). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier within 6 Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control

but is not permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (c) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (e) any of the following occurs in relation to any of its partners:





- (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (f) any event similar to those listed in clauses H1.4 (a) to (e) occurs under the law of any other jurisdiction.

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (c) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (d) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (e) a receiver, or similar officer is appointed over the whole or any part of its assets;
- (f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (g) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in clauses H1.5 (a) to (g) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5 (a) are references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.





H2 Default

- H2.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:
- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
 - (b) the Default is not, in the opinion of the Authority, capable of remedy; or
 - (c) the Default is a Material Breach.
- H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.
- H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C2.1 or to a Force Majeure Event.

H3 Termination on Notice

The Authority may terminate the Contract at any time by giving 180 days' notice to the Supplier.

H4 Other Grounds

- H4.1 The Authority may terminate the Contract immediately or on up to 90 days' notice at its discretion if:
- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
 - (b) the Supplier was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract;
 - (c) the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Regulations that has





been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or

- (d) the Supplier has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.
- (e) persistent and unreasonable failure to provide Available Bed Spaces in accordance with Section 9 of Schedule 1.
- (f) persistent and unreasonable failure to accept placement into Available Bed Spaces in accordance with Section 5.2 of Schedule 1.
- (g) continued and persistent failure to deliver the Services to the Required Standard in accordance with Schedule 11A (Performance Mechanism).
- (h) significant practice and performance concerns are identified by HMIP
- (i) any kind of Local Authority or planning notice is served, revoking licensing or jeopardising the continued operation of the site as an Approved Premises
- (j) there is consistent evidence of non-response to serious incident and serious offending enquiry reports.

H5 Consequences of Expiry or Termination

- H5.1 If the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Services the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.
- H5.2 If the Contract is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.
- H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.
- H5.4 Save as otherwise expressly provided in the Contract:
 - (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and





- (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C1 (Payment and VAT), C2 (Recovery of Sums Due), D2 (Data Protection and Privacy), D3 (Official Secrets Acts and Finance Act), D4 (Confidential Information), D5 (Freedom of Information), E1 (Intellectual Property Rights), F5(Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), I12 (Governing Law and Jurisdiction) and paragraph 9 of Schedule 8.

H6 Disruption

- H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H6.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Contract.
- H6.4 If the Supplier's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Contract may be terminated with immediate effect by the Authority.
- H6.5 If the Supplier is unable to deliver the Services owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

H7 Recovery

- H7.1 On termination of the Contract for any reason, the Supplier shall at its cost:
- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
 - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
 - (c) immediately vacate any Authority Premises occupied by the Supplier;





- (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress; and
- (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.

H7.2 If the Supplier does not comply with clauses H7.1 (a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information reasonably necessary to enable the Authority to issue tender documents for the future provision of the Services.

H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.

H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.

H8.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H8.1.

H8.6 If access is required to the Supplier's Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.

H8.7 The Supplier shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation includes allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.





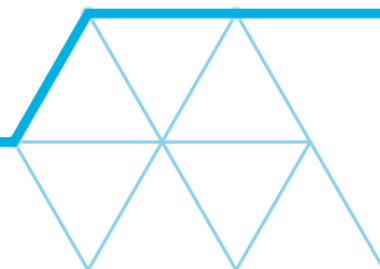
- H8.8 Within 10 Working Days of being requested by the Authority, or any other such timescale as agreed between the Parties, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawings held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority. Where this transfer involves IPR, such transfer will be in accordance with the provisions of clause E1.

H9 Exit Management

- H9.1 On termination of the Contract the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H9.2 to H9.5.
- H9.2 If the Authority requires a continuation of all or any of the Services on expiry or termination of the Contract, either by performing them itself or by engaging a third party to perform them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- H9.3 The following commercial approach shall apply to the transfer of the Services if the Supplier:
- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
 - (b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier's rates either set out in Schedule 2 or forming the basis for the Price.
- H9.4 When requested to do so by the Authority, the Supplier shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.
- H9.5 Within one Month of receiving the software licence information described in clause H9.4, the Authority shall notify the Supplier of the licences it wishes to be transferred and where allowable under that licence, the Supplier shall provide for the approval of the Authority a plan for licence transfer. Where the (then current) licence does not allow for the assignment of rights thereunder, then the Supplier shall provide all reasonable assistance to the Authority for the Authority to engage directly with the third-party licence provider.

H10 Knowledge Retention

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide





the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

H11 Authority Step-in

H11.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

- a) because a serious risk exists to the health or safety of persons or property or to the environment directly due to a material act or omission caused directly by the Supplier; and/or
- b) to discharge a statutory duty;
- c) following Supplier Default;
- d) the Authority deems (acting reasonably) there to be insufficient Supplier's staff to fulfil the obligations of Schedule 1 Section 7.4;

then the Authority shall be entitled to take action in accordance with clause H11.2 (Notice to the Supplier) to H11.5 (Step-In on Contractor Breach).

H11.2 If clause H11.1 applies and the Authority wishes to take action, the Authority shall notify the Supplier in writing of the following:

- a) the action it wishes to take;
- b) the reason for such action;
- c) the date it wishes to commence such action;
- d) the time period which it believes will be necessary for such action; and
- e) to the extent practicable, the effect on the Supplier and its obligation to provide the Services during the period such action is being taken.

H11.3 Following service of such notice, the Authority shall (acting by itself or with or through a third party) take such action as notified under clause H11.2 and any consequential additional action as it reasonably believes is necessary which may include requiring another Service provider to carry out any services or other obligations under this Contract in place of the Supplier (together, the "Required Action") and the Supplier shall give all reasonable assistance to the Authority and any such third party while it is taking the Required Action. The Authority shall provide the Supplier with notice of completion of the Required Action and shall use reasonable endeavours to provide such advance notice as is reasonably practicable of its anticipated completion.

H11.4 If the Supplier is not in breach of its obligations under this Contract, then for so long as and to the extent that the Required Action is taken, and this prevents the Supplier from providing any part of the Service:

- a) the Supplier shall be relieved from its obligations to provide such part of the Service; and





- b) in respect of the period in which the Authority is taking the Required Action and provided that the Supplier provides the Authority with reasonable assistance (such assistance to be at the expense of the Authority to the extent that incremental costs are incurred), the Contract Price due from the Authority to the Supplier shall equal the amount the Supplier would receive if it were satisfying all its obligations and providing the Services affected by the Required Action in full over that period.

H11.5 If the Required Action is taken as a result of a breach of the obligations of the Supplier under this Contract, then for so long as and to the extent that the Required Action is taken, and this prevents the Supplier from providing any part of the Service:

- a) the Supplier shall be relieved of its obligations to provide such part of the Services; and
- b) in respect of the period in which the Authority is taking the Required Action, the Contract Price due from the Authority to the Supplier shall equal the amount the Supplier would receive if it were satisfying all its obligations and providing the Services affected by the Required Action in full over that period, less an amount equal to all the Authority's costs of operation in taking the Required Action.

H11.6 The Authority may, at any time during the period of the Required Action, provide notice (a "Step-Out Notice") to the Supplier stating that the Authority wishes to cease the Required Action with effect from such date as is reasonable in the circumstances (a "Step-Out Date").

Where the Authority exercised its rights to take the Required Action as a result of a breach of the obligations of the Supplier under this Contract then the Authority shall issue the Supplier with a Step-Out Notice as soon as is reasonably practicable following the Supplier having demonstrated to the Authority, to the Authority's reasonable satisfaction, that:

- a) the Supplier is capable of resuming the provision of the Services; and
- b) the circumstances which gave rise to the Required Action are not continuing and are unlikely to recur.

H11.7 On the Step-Out Date the Authority shall be released from all of its obligations and liabilities in relation to the Required Action arising prior to the cessation of the Required Action; and the Supplier shall resume the provision of all or any relevant part of the Services which were the subject of the Required Action.

I. GENERAL

I1 Dispute Resolution

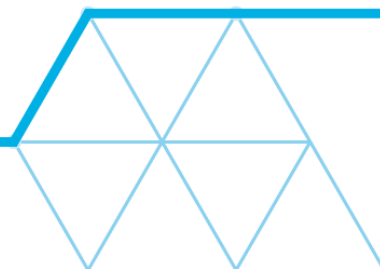
I1.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve





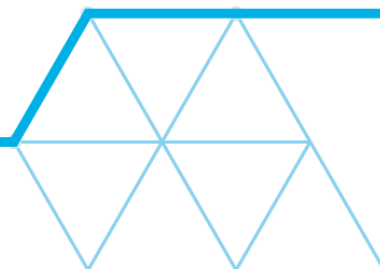
the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.

- 11.2 Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 11.3 If the dispute cannot be resolved by the Parties pursuant to clause 11.1 either Party may refer it to mediation pursuant to the procedure set out in clause 11.5.
- 11.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.
- 11.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
 - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
 - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
 - (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 11.6.





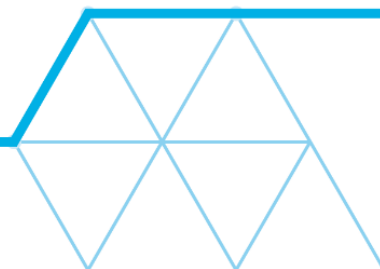
- 11.6 Subject to clause 11.2, the Parties shall not institute court proceedings until the procedures set out in clauses 11.1 and 11.3 have been completed save that if either Party intends to commence court proceedings, it shall serve notice to the other of its intentions and the receiving Party has 21 days following receipt of such notice to serve a reply on the other Party requesting that the dispute to be referred to and resolved by arbitration in accordance with clause 11.7.
- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause 11.7;
 - (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause 11.7; and
 - (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 11.7, to which the Authority may consent as it sees fit.
- 11.7 If any arbitration proceedings are commenced pursuant to clause 11.6:
- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
 - (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 11.7 (b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
 - (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
 - (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause 11.7 (a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - (e) the arbitration proceedings shall take place in London and in the English language; and
 - (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.





I2 Force Majeure

- I2.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier is regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- I2.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- I2.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause I2 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated by any of the Services, but the Supplier has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.
- I2.4 Subject to clause I2.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- I2.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- I2.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
 - i) the other Party is not entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - ii) neither Party is liable for any Default arising as a result of such failure;





- (b) the Supplier fails to perform its obligations in accordance with the Contract it is entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of the Contract, including the operation of any agreed business continuity arrangements (as per Schedule 13), during the occurrence of the Force Majeure Event.

12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.

12.8 Relief from liability for the Affected Party under this clause 12 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause 12.7.

I3 Notices and Communications

13.1 Subject to clause 13.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.

13.2 If it is not returned as undelivered a notice served in:

- (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and
- (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

13.3 Notices pursuant to clauses 12 (Force Majeure), 11 (Dispute Resolution) or 17 (Waiver) or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

13.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

- (a) For the Authority:

Contact Name: XXXX

Address: XXXX

Email: XXXX





(b) For the Supplier:

Contact Name: XXXX

Address: XXXX

Email: XXXX

I4 Conflicts of Interest

- I4.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.
- I4.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions of the Authority pursuant to this clause I4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

I5 Rights of Third Parties

- I5.1 Clauses B17.5 and E1.3 confer benefits on persons named in them (together "**Third Party Provisions**" and each person a "**Third Party Beneficiary**") other than the Parties and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").
- I5.2 Subject to clause I5.1, a person who is not a Party has no right under the CRTPA to enforce the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- I5.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.
- I5.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

I6 Remedies Cumulative

Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or





separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

I7 Waiver

- I7.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.
- I7.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause I3 (Notices and Communications).
- I7.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

I8 Severability

If any part of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Contract shall continue in full effect as if the Contract had been executed with the invalid, illegal or unenforceable part eliminated.

I9 Entire Agreement

The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

I10 Change in Law

- I10.1 The Supplier is neither relieved of its obligations to supply the Services in accordance with the terms and conditions of the Contract nor entitled to an increase in the Price as the result of:
- (a) a General Change in Law; or
 - (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.
- I10.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause I10.1(b)), the Supplier shall:
- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:





- (i) Change is required to the Services, the Price or the Contract; and
 - (ii) relief from compliance with the Supplier's obligations is required; and
- (b) provide the Authority with evidence:
- (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; and
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services.

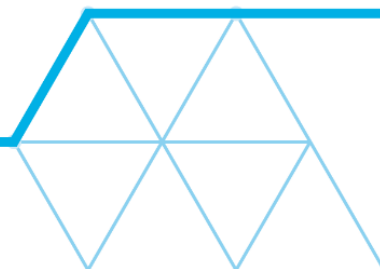
I10.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause I10.1 (b)) shall be implemented in accordance with clause F4.

I11 Counterparts

The Contract may be executed in counterparts, each of which when executed and delivered constitute an original but all counterparts together constitute one and the same instrument.

I12 Governing Law and Jurisdiction

Subject to clause I1 (Dispute Resolution) the Contract, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.





SCHEDULE 1A – SPECIFICATION

Service Specification for the Provision of Independent Approved Premises (IAPs)

Glossary

AP – Approved Premises, reference to which will be synonymous with the defined term “Site”

COSHH - Control of Substances Hazardous to Health regulations 2002

CRC – Community Rehabilitation Company

CRU – central referral unit

E3 – Effective, Efficient, Excellent – HMPPS organisational change programme

EE – Enabling Environments

NPS EQUIP – the NPS system containing all practice guidance and process maps

HMIP – HM Inspector of Probation

HMPPS – Her Majesty’s Prison and Probation Service

HMPS – Her Majesty’s Prison Service - now part of HMPPS

IAP – Independent Approved Premises

LDU – Local Delivery Unit of NPS

MAPPA – Multi Agency Public Protection Arrangements – please refer to the MAPPA Guidance 2019 document found in Schedule 10 (Policies)

nDelius – HMPPS case recording database

NOMS – National Offender Management Service – now HMPPS

NPS – National Probation Service – now part of HMPPS

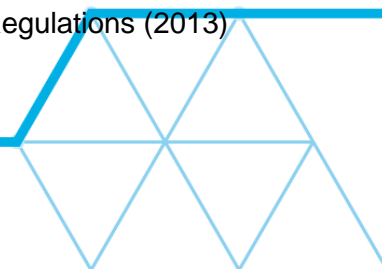
NPS OM – will be responsible for the case management of the resident

OASys – HMPPS risk assessment system

OM – Offender Manager within HMPPS

PSR – Pre- Sentence Report

RIDDOR – Reporting of Injuries Diseases and Dangerous Occurrences Regulations (2013)





Section 1. Context:

1.1 On the 1st April 2017 the UK Government established Her Majesty's Prison and Probation Service (HMPPS). HMPPS combined the National Probation Service (NPS) and Her Majesty's Prison Service (HMPS) into one agency and replaces the agency formerly known as the National Offender Management Service (NOMS).

1.2 The prime objectives of HMPPS are to reduce re-offending, prevent victims and to protect the public. Within HMPPS, the NPS in England and Wales has a vital statutory role in assessing the risks and needs of defendants appearing before the courts and in providing reports to the Parole Board. The NPS supports the safe and appropriate sentencing of offenders through the preparation of Pre-Sentence Reports (PSRs) and the provision of information to the courts. Based upon the risk of harm identified, the NPS is responsible for determining the appropriate allocation of all cases to either NPS or the Community Rehabilitation Companies (CRCs). As part of the public sector HMPPS, the NPS has responsibility for managing all offenders who are assessed as presenting a high risk of serious harm to others and all offenders subject to Multi Agency Public Protection Arrangements (MAPPA), supervising them throughout their custodial sentence and on licence on release into the community and whilst subject to Suspended Sentence and Community Orders and in Approved Premises.

1.3 Approved Premises (APs) are facilities approved under s.13 of the Offender Management Act 2007. The term currently applies to 101 premises, providing over 2,200 bed spaces, managed by HMPPS or outsourced to independent organisations, known as Independent Approved Premises (IAPs). All Approved Premises are to be run in accordance with Offender Management Act 2007 (Approved Premises) Regulations 2014 and the Supplier must ensure that in delivering the Services under this Contract, they also comply and execute any obligations bestowed upon them by virtue of this legislation.

1.4 APs are used as a public protection resource, offering an enhanced level of supervision and management in the community for offenders who pose a significant risk of harm to the public. They are residential units, primarily for those who have been released on licence (including temporary licence known as ROTL) but also for those on community sentences and, to a lesser extent, for defendants on bail, who require a high level of supervision to manage the risk of harm they present to the public. The offenders resident in APs have a wide age profile, and have generally been convicted of serious sexual or violent offending.

1.5 The AP environment enables such individuals to be supervised in the most effective way following their release from custody, or whilst subject to a community sentence, and helps to ensure their risks are managed, while also enabling their effective rehabilitation into the community - which can often be after a considerable period of time in custody. All APs are staffed 24 hours a day, with residents having an overnight curfew, and are monitored inside and out with CCTV. During curfew hours (normally 11pm to 6am) all exits are alarmed. AP staff liaise closely with HMPPS offender managers and with the police, prisons and other criminal justice agencies. Where offenders' behaviour gives cause for concern HMPPS can make the decision to recall licenced offenders to prison if necessary.

1.6 Six of the current APs are for women offenders, three of which are IAPs; the remainder accommodate only men. The Services falling under this Contract and provided by the Supplier will see this increase to seven APs accommodating women, four of which are IAPs. The average stay at an AP is 3 to 6 months, although some offenders will require more or less time, depending on their personal circumstances and the move-on plan that will be established by the offender manager, working in cooperation with the AP and with partner agencies.



1.7 Emphasis in APs is on proactive engagement and the provision of interventions that enable the offender to address their problems, build on their strengths and support desistance from offending. APs are a vital part of the rehabilitation process and support the overall public protection and rehabilitation aims of HMPPS.

1.8 The HMPPS National Probation Service (NPS) Values are:

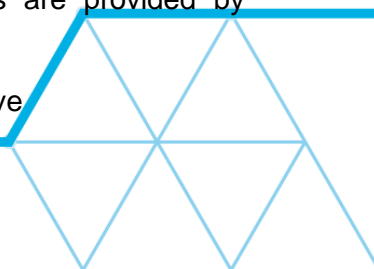
- **We believe in the capacity of people to change.** We know that through excellent professional practice, strong partnership working and by making clear what is expected of offenders, we can help them change their lives.
- **We are accountable.** We are proud of our role in protecting the public which is always at the heart of our decisions.
- **We are collaborative.** We work with individuals and with national and local services to create a real and sustained difference.
- **We are effective.** Our work is focused on delivering results, building on our skills and experience, and embracing evidence and innovation to provide a service the public can be confident in.
- **We are fair.** We value the diversity of our staff, our communities and individuals, knowing that this strengthens our ability to be responsive and affect real and long-term change in how people live their lives
- **We are professional.** We trust and support our staff to make the best decisions for public safety, investing in their ongoing development, encouraging innovation and always striving for excellence.

1.9 It has been well documented that there are unequal patterns of outcomes within the criminal justice system, with some groups of offenders who have protected characteristics experiencing less positive outcomes. The MOJ and HMPPS are committed to addressing discrimination and to ensuring the provision of relevant, responsive and fair services. Changes in service delivery are subject to detailed equality analysis to identify any disproportionate impact on specific offender groups.

1.10 Women Offenders

Women offenders are a minority grouping within the offender cohort and often exhibit complex needs which require sensitive and tailored provision of services if their needs are to be addressed and their risk of re-offending is to be reduced. The Corston Report (2008) and subsequent research evidence, draw attention to the need to develop specific services for women offenders that address inequality, domestic violence, mental health, sexual violence and abuse as these are prevalent experiences for women offenders. The HMPPS Equality and Diversity Strategy and HMPPS Business Strategy make explicit the HMPPS commitment to improving provision for women offenders with the establishment in 2017/18 of a division specifically to address the needs of women offenders, to develop provision and to explore ways to reduce the number of women receiving custodial sentences. The role of AP provision for women is regarded as significant and important and there will be ongoing exploration of the most appropriate usage of APs for women offenders. It is recognised that there is a proportionally small number of female offenders who meet the current high risk of serious harm criteria, however many have complex needs and it has been established that a supportive AP environment can have a significant positive effect on women offenders and their desistance from offending. Minimum standards for women offenders are provided by delivering interventions in the AP for:

- Accommodation – that helps women to find somewhere safe to live





- Drugs and Alcohol – that stabilises and addresses individual need, in particular addressing Class A drug use, binge and chronic drinking
- Children and Families – that helps women build healthy and supportive family relationships, especially with their children
- Health –that expedites access to mental health services in particular anxiety and depression, PD, PTSD and trauma
- ETE –that helps women access learning and improve their employability
- Finance, Benefits and Debt –that helps women learn how to manage their money
- Attitudes, Thinking and Behaviour – that helps women to build skills to control impulsive behaviour and destructive emotions
- Abuse – that is designed to provide the essential social and psychological support for who have been victims of domestic and sexual abuse
- Sex Working – that is designed to provide up to date advice for residents who work in the sex industry, sign posting them to appropriate support networks
- Pro Social Identity – that promotes being positive towards, about and around women and encourages them to help and be positive towards others
- Control and Goal Achievement – that motivates women to believe that they belong and fit in to mainstream society, where they can work to achieve their goals.

There is a requirement that this contract serves to deliver social value, particularly with reference to the respective resident profile. The Public Services (Social Value) Act, which came into force in 2012, defines social value as improvements to the ‘**economic, social and environmental** well-being of the relevant area’. Consideration may be given to but not exclusive of:

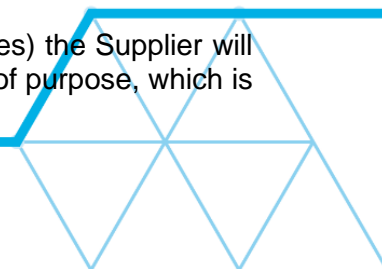
- What is important to the local community when delivering services?
- How can services be delivered differently that will impact positively on the local community and the environment?
- How can support to local businesses be demonstrated through public contracts?
- How can structures be better developed to engage those people who are hard to reach?
- What are the current local challenges faced that could be better resolved by working together with the local communities?

Section 2. Aims of IAP Provision

2.1 The objective of the Contract is to provide the Services of the Independent Approved Premises (IAP) that contribute to the delivery of the HMPPS strategic objectives of protecting the public, reducing re-offending and preventing victims. This will be achieved by the Supplier assisting in the assessment, effective management and rehabilitation of high risk offenders who pose a serious risk of harm or those assessed with complex needs placed into the AP.

2.2 This Service Specification places a significant emphasis on the delivery of a proactive and enhanced regime, as recommended in the HM Inspectorate of Probation (HMIP) reports and research evidence of effectiveness. The Supplier will ensure the AP is registered for Enabling Environments accreditation (Royal College of Psychiatrists) as soon as reasonably possible and without delay.

2.3 In accordance with the AP Policy Statement (see Schedule 10 Policies) the Supplier will ensure that in providing the Services they comply with the AP statement of purpose, which is to:





2.3.1 *provide a residential placement which operates to Enabling Environment Standards which provide a flexible and adaptable framework to support improved relationships and well-being for all. These are externally validated leading to being awarded Enabling Environment accreditation.*

2.3.2 *the Supplier, through providing the Approved Premises will:*

- a) provide the highest levels of community based public protection*
- b) provide an environment which is rich in opportunities for rehabilitation*
- c) support an individual plan for independent and offence-free living*

Section 3. Service to be Delivered/Service Description

3.1 The Services will be delivered in accordance with NPS procedures as defined in Probation Instructions (Pis) and in NPS Equip (the NPS system for defining and managing all processes) as outlined in Schedule 10 (Policies). In addition, services must be compliant with the obligations, standards, instructions and guidance outlined in section 4 of this specification and within the Contract.

3.2 In accordance with PI 32/2014 (see Schedule 10) the Supplier shall ensure delivery of the Services encompasses compliance with (but not limited to) the following requirements:

- 1) Premises are safe and secure and restrictions are enforced in accordance with the Approved Premises Safer Working Practice Document;
- 2) Public Protection arrangements are in place in accordance with PSI 18-2016 Public Protection Manual (see Schedule 10 Policies);
- 3) the Premises are managed in accordance with the AP Manual (PI 32_2014 – see Schedule 10 Policies);
- 4) Written policies and procedures and strategies are developed by the Supplier and approved by the Authority during the Mobilisation period;
- 5) A purposeful and pro-social regime is provided to residents, drawing on evidence of effectiveness in promoting desistance from offending;
- 6) Resident's individual licence/bail/sentence conditions, rules and requirements are managed and enforced; and
- 7) Residents are supported with reintegration into the community including resettlement and move on arrangements.

3.3 Service Development

HMPPS is currently engaged in implementation of the Offender Management Review and the NPS in the E3 business transformation programme. These programmes are developing the future operational model for all aspects of HMPPS and NPS operations including consistency of AP delivery. Suppliers will be expected to work flexibly with the NPS to develop and adapt delivery of services as appropriate to respond to changes in requirements arising from these programmes and also from changes in legislation and Probation Instructions (PIs). The majority of developments will fall within the expectations of this Contract, however, where such



developments constitute a significant change to the specification or Contract, this will be progressed via the Change Process as outlined in clause F4.

3.4 Continuous Improvement and Added Value

The Supplier will demonstrate commitment to continuous improvement during contract management meetings (see Schedule 11). This includes responding to internal monitoring and review, the outcomes of audits and inspections and utilising feedback from residents and stakeholders in the delivery of services. The Supplier will work flexibly with NPS in the development of safe, quality and responsive services. The Supplier will demonstrate commitment to delivering 'added value' by developing a wide range of services that support desistance, build skills and strengths and support the reintegration of residents into the community. This will include demonstrating constructive relationships with NPS and partners in the wider criminal justice system, for example prisons and police and also the development of relationships with partner agencies in the third sector and local community wherever appropriate.

Suppliers will need to evidence that all interventions provided to residents can be linked to the nine pathways which link in turn to the delivery of purposeful activity (see the Purposeful Activity Instruction v4 in Schedule 10 Policies). These pathways are as follows:

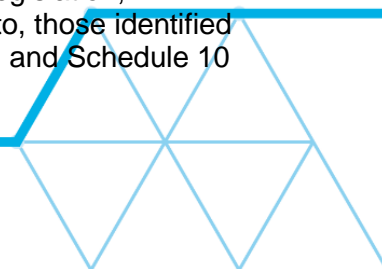
1. Abuse Pathway,
2. Accommodation Pathway,
3. Attitudes, Thinking and Behaviour Pathway,
4. Children and Families Pathway,
5. Drug and Alcohol Pathway,
6. Employment, Training & Employability Pathway,
7. Finance, Benefit and Debt Pathway,
8. Health Pathway,
9. Sex Working Pathway

3.5 Wider Relationships with HMPPS/NPS

The Contract requires a high level of integration with HMPPS and the fostering of effective relationships with NPS central IAP contracts team, the Operational Contract Manager in the division, local NPS teams within neighbouring Local Delivery Units (LDUs) and with all HMPPS staff and managers involved in the referral, case management and continuity of interventions to reduce risk of residents. The NPS recognises its responsibilities in the appropriate referral and case management of offenders and in effective communication with the Supplier. The NPS, via the Operational Contract Manager, will ensure that the IAP manager is involved in divisional AP Managers meetings on a regular basis and that the Supplier has the opportunity to contribute to NPS developments. Integrated within HMPPS, the NPS is committed to working closely with HMPS to improve the flow of information particularly about offender needs, risk, self-harm and suicide prevention, and to promote more effective continuity of care for offenders entering and leaving prison.

Section 4. Relevant Legislation, Service Standards and Operational Standards.

4.1 The Supplier will deliver the Services in accordance with all relevant legislation, standards, Probation Instructions and guidance including, but not limited to, those identified at Schedule 8 (Statutory Obligations and Corporate Social Responsibility) and Schedule 10 (Policies).





4.2 Safety and Quality Standards

The Services are to be delivered in compliance with all relevant safety and quality legislation/standards, including, but not limited to:

- Health & safety, fire safety, risk assessment, RIDDOR, COSHH, environmental standards and the Approved Premises Safer Working Practice document (see Schedule 10 Policies).
- Environmental Health requirements for food hygiene – Suppliers are to aim for achievement and retention of a good star rating,
- Equality and Diversity (see Schedule 8 regarding Legislation and Schedule 10 Policies for the HMPPS 2018 E&D Strategy).
- Safeguarding of adults and children and promoting the individual's safety.
- Management of incidents and accidents including demonstrating robust management processes to respond to and learn from incidents/accidents and appropriate escalation procedures.
- All policy and guidance documents found at Schedule 10 of this Contract

4.3 Purposeful Activity

The Supplier will deliver Purposeful Activity to residents in accordance with the Purposeful Activity instruction v4 (see Schedule 10 Policies) and evidence such as per agreed reporting mechanisms under Schedule 11. This will include evidence of weekly activity/group-work timetables and an initial minimum of 6 hours of purposeful activity delivered per week per resident. Delivery of such activity will be reviewed with the Offender Manager in line with sentence plan progress and particularly in accordance with assessment of risk and need. All purposeful activities must demonstrate that they are linked to one or more of the 9 offender pathways. Residents who are engaged in full time employment or full time voluntary work of over 37 hours (as confirmed and verified by their Offender Manager to the Supplier) will be exempt from this requirement.

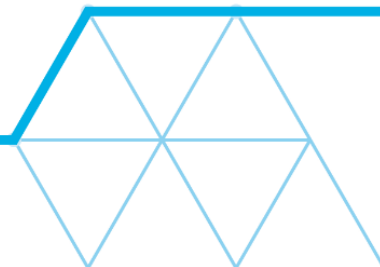
4.4 Enabling Environments (EE)

The Supplier will have Enabling Environments (EE) registration with the Royal College of Psychiatrists and be registered for the accreditation by the Service Commencement Date, unless otherwise agreed by the Authority. The Supplier will maintain this accreditation throughout the term of the Contract. HMPPS will fund and pay for the cost of assessment and registration for EE with the Royal College of Psychiatrists. It is the responsibility of the Supplier to prepare the requisite EE portfolio, the assessment process, delivery standards and maintenance of accreditation. The Supplier will work to achieve the full EE accreditation award certificate within two years of the Contract Date.

4.5 Resident Involvement and Stakeholder Feedback

The Supplier must have a mechanism in place for eliciting feedback from each resident before they depart the AP, and note that such a requirement makes up one of the contractual KPIs as found at Annex A to Schedule 11A. This is in addition to complaints, for which the Supplier must have a robust procedure in place, for both residents and stakeholders. The Supplier will need to co-operate with administration of any Authority required HMPPS offender or resident's survey.

4.6 Resident Surveys





The Supplier will use best endeavours to ensure that all residents complete the entry survey upon admission to the AP and within the first two weeks of placement. During the final week of a resident's stay, the Supplier will also ensure the exit survey is completed as well. Facilitation of both surveys will be in compliance with the AP Survey Process v2, and on the respective templates, as provided for at Schedule 10 (Policies).

Section 5. Referral, Case Management and Move-On Arrangements

5.1 Referral Process

There is a nationally agreed referral process administered via the Authority run divisional Central Referral Units (CRU) for male referrals and National CRU for women referrals. Offender managers from NPS will complete a standard referral form in accordance with the National AP Referral Form Guidance (attached at Schedule 10 for information) which will be administered and allocated via the CRU.

5.2 In provision of Available Bed Spaces, the Supplier will co-operate fully with the referral and assessment processes as agreed with NPS. The Supplier's IAP manager will be included in the CRU assessment process, where they will be responsible for making assessments about the suitability of referrals for residence in an AP against recognised and agreed eligibility and acceptance criteria. See Sections D18, G31 and H35 of the AP Manual and the "Eligibility" section of the National AP Referral Form Guidance, both found at Schedule 10 of this Contract for further detail.

5.3 Not Used

5.4 Exclusions:

The Authority will make reasonable endeavours to ensure that when placing a resident in the Supplier's AP, risk, need and geographical factors are taken into consideration. This may include, but not limited to factors such as the appropriate location and management of Terrorism Act 2000 (TACT) referrals, cases of significant public interest, any restrictions in relation to the accommodation of child sex offenders, the threat and/or recent behaviour in relation to Arson and any impact on the Supplier's Insurance, and/or where the suitable bed space is occupied or unsuitable.

5.5 Case Management – Roles and Responsibilities

The Authority will ensure it complies with its responsibilities outlined in PI 32/2014 and NPS Equip Doc 654 Level 11471 (see Schedule 10 Policies). In delivery of the Services the Supplier shall ensure that it complies with the AP staff requirements referred to in the same documents.

This includes, but is not limited to:

- Meeting all residents for an initial AP induction meeting on the day of release;
- Allocation of an AP key worker following induction (to meet and work with residents, liaise with colleagues in probation and other agencies (e.g. health, police), and deliver purposeful activities)
- Within 5 days of a resident's placement at the AP, meeting with the NPS OM and resident for initial assessment (to be hosted at facilitated at the AP);
- Attending and contributing to a review meeting every 4 weeks, as arranged by the NPS OM;



- Contribution to and attendance at MAPPA Level 3 meetings as requested or instructed by NPS;
- Weekly keywork sessions between the Supplier and resident with the objective of supporting and help advancing the sentence plan objectives outlined in the resident's OASys assessment (as developed by the NPS OM). Such sessions will also include a review of the Purposeful Activity undertaken by the resident each week. For the avoidance of doubt, attendance at the weekly Supplier keywork session can count towards the 6 hours of Purposeful Activity, if attended and evidenced.
- The use of Equip on at least a monthly basis
- All staff will work to and within the parameters of Enabling Environments

The Supplier is to use reasonable endeavours in facilitating, attending and engaging with the NPS OM arranged 3-ways. Where the Supplier has concern as to the lack of contact from the NPS OM regarding such, the Supplier shall resolve locally through communication with the OM or LDU SLT, or where there is no success via these avenues, to the Operational Contract Manager.

5.6 Move on Responsibilities

The Authority will use best endeavours to ensure the obligations on NPS OM's under PI 32/2014 regarding move on of residents from AP's are complied with.

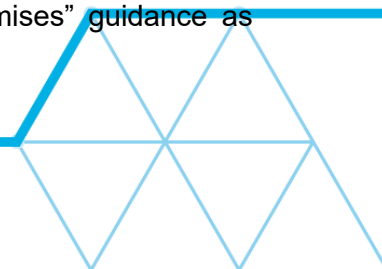
In delivery of the Services the Supplier will support the NPS OM and resident in securing suitable move on accommodation. Specifically, the Supplier will establish a network of contacts with local accommodation providers which can be shared with the NPS OM and resident. The Supplier will be responsible for providing residents with opportunities to develop life and social skills which include things such as tenancy management, money and bill management etc which will all give the resident the best chance possible in successfully transitioning out of the AP.

5.7 The Supplier is required to report on the move on outcomes for all residents leaving the AP, in line with the Management Information requirements outlined at Schedule 11.

5.8 Enforcement Recall and Breach

5.8.1 The NPS OM is responsible for making decisions with regard to the breach and recall of offenders where their behaviour and/or offending causes concern that risk is increasing. The Supplier needs to assist the NPS in the process of making defensible decisions with regard to breach/recall by providing information, objective feedback and dynamic assessment of the risks and challenges presented by their residents (and in accordance with section 6 below). The Supplier must have robust and flexible arrangements in place for effectively managing residents' behaviour, for enforcing expectations and boundaries, for engaging with the multiple and complex problems experienced by residents and for escalation to NPS where appropriate.

5.8.2 Any enforcement action exercised by the supplier under this section 5.8 shall be in accordance with the "Professional Judgement and Approved Premises" guidance as found at Schedule 10.





5.8.3 The Supplier must be prepared to discuss levels of breach/recall action within contract review meetings having previously escalated each incident through the NPS Offender Manager structure for appropriate enforcement action on the levels of breach/recall via the agreed process. This will assist the NPS in identifying trends and/or issues.

5.9 Non Compliance

5.9.1 The Supplier will be responsible for clearly recording and alerting the NPS OM immediately on each occasion a resident breaches the terms of their residency at the AP, sentence plan, risk management plan or licence conditions. This includes but is not limited to:

- Drug or alcohol misuse
- Curfew breach
- Arrears or non-payment of maintenance charges
- Disruptive behaviour in the AP
- Negative behaviour towards staff
- Non-engagement with keywork plan / purposeful activities
- Failure to attend planned appointments
- Failure to comply with reasonable requests made by staff
- Issues in relation to tidiness of room / excess property
- Bringing unauthorised / banned items into the AP

5.10 During out of hours (defined as being after 5pm on weekdays and throughout weekends and bank holidays) the Supplier will be responsible for ensuring immediate contact is made with the NPS out of hours duty manager (details to be shared with the Supplier by the Authority) should any of the following circumstances arise:

a) a resident breach their curfew

b) a resident's behaviour deteriorates or information is received such that the Supplier, in their professional opinion deem the risk of harm to the public or reoffending has increased and requires an immediate revaluation (such professional judgement to be exercised in accordance with the document "Professional Judgement and Approved Premises" as found at Schedule 10).

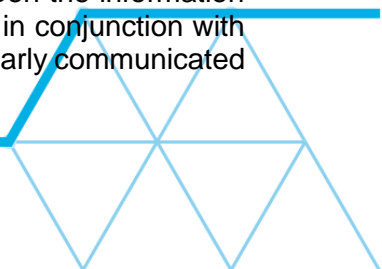
c) the police attend the AP with an arrest warrant for a resident or the resident is arrested away from the AP

d) a serious incident (as defined by the Serious Incident Reporting Guidance on EquiP) occurs

e) the AP requires evacuation or closure

f) death of a resident

5.11 The out of hours NPS Duty Manager will have discretion in acting upon the information provided by the Supplier and shall manage any potential breach or recall in conjunction with the out of hours Head of Operational Services. Any such decision will be clearly communicated to the Supplier by the NPS.





5.12 The Supplier will ensure the occurrence of any such incident detailed at 5.10 is:

- a) recorded and reported on the “AP Serious Incident Reporting Form”, as updated from time to time, and in line with the “AP Serious Incident Reporting Guidance” both found at Schedule 10 (Policies);
- b) clearly recorded and evidenced on the NPS case management system (nDelius); and
- c) the NPS OM is alerted to such entries either through direct email from the Supplier, or via use of the nDelius “Alert” feature.

Section 6. Case Recording

6.1 The Supplier must ensure that all case recording and recording involving personalised information about referrals and HMPPS residents is recorded in nDelius in accordance with the obligations detailed in Case Recording Instruction (CRI) 022 (see Schedule 10 Policies). All staff must be vetted and authorised in accordance with the staff (security) vetting procedures before being given access to nDelius.

The Supplier will be expected to record all case data according to the guidance with Case Recording Instruction 22 (CRI022) found in Schedule 10 (Policies) to the Contract and additionally located on Equip. Such data includes but is not restricted to:

- a) Approved Premises Diary Functions AP/CRU staff only
- b) Viewing AP referral and Awaiting Decision.
- c) Updating Referral (AP Staff Only)
- d) Awaiting Arrivals.
- e) Non Arrivals.
- f) Admitting to AP
- g) Adding a AP Residency NSI – Community RO Action
- h) Voluntary Residence.
- i) Current Residents
- j) Lost Beds
- k) Adding a Lost Bed
- l) Updating a Lost Bed Entry
- m) Adding a Departure.
- n) Viewing Previous Residents
- o) Referrals Refused
- p) Expected Occupancy
- q) Pre-Release Arrival Planning
- r) Adding AP related contact within nDelius
- s) Recording a Contact
- t) Drug and Alcohol Contacts
- u) Pre-Release Arrival Contacts
- v) AP Medication in Possession – Assessment
- w) Approved Premises Reports – nDelius
- x) Approved Premises Purposeful Activities
- y) Adding an Event Level – AP Purposeful Activities NSI
- z) Contacts

6.2 ICT and Information Security





HMPPS will undertake to provide the necessary computers and Information Technology (IT) equipment to the Supplier including hardware, software and maintenance of the IT equipment so the Supplier can access the Authority System, which includes:

- nDelius,
- secure HMPPS email,
- NPS Equip
- HMPPS intranet
- OASys Where applicable/approved for read only

6.3 Suppliers must ensure that all data and information is recorded appropriately and that staff keep updated on nDelius Case Recording Instructions and data input requirements. The NPS and Operational Contract Manager in the local area will ensure that Suppliers are alerted to nDelius updates and information regarding recording requirements, including providing briefing material where appropriate.

6.4 In using the Authority System, the Supplier will comply with all the terms of the “MOJ and HMPPS Microsoft 365 User Agreement” and “Engagement with Digital Technology Dom1” policies as found in Schedule 10, subject to change from time to time.

Section 7. Staffing Requirements

7.1 In providing the Services, the Supplier shall ensure it complies with the provisions at B12 and B12A of the Contract.

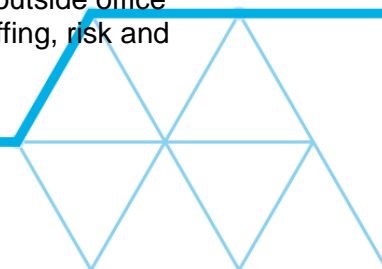
7.3 The Supplier will commit a suitably qualified manager to engage and lead on interfacing with the NPS CRU.

7.4 The Supplier is required to staff the delivery of the Services to ensure there is double waking night cover 7 days a week, 365 days a year (ensuring that a minimum of two waking members of staff are on duty at all times). This is to ensure security and appropriate oversight, as well as compliance with health and safety expectations. The Supplier’s rota for Service provision will be in line with the E3 AP Operating Model Supplementary Information as provided for at Schedule 10.

7.5 The Supplier will ensure they provide a staffing model in line with the E3AP Operating Model Supplementary Information (see Schedule 10 Policies), and have sufficient Key Worker staff to ensure all deliverables under the Service Specification are delivered, including but not limited to:

- i. holding weekly key work sessions with residents, (including those who may be working so require more flexible appointments)
- ii. liaise with all necessary professionals engaged in the rehabilitation, care and management of the resident
- iii. provide interventions and services to ensure 6 hours of Purposeful Activity each week is accessed by those residents required to.

7.6 The Supplier must ensure that there is a manager on call at all times outside office hours, 7 days a week, 365 days a year in order to swiftly address any staffing, risk and premises issues.





7.7 The staffing model shall be:

(Dependent on proposed model and property size)

7.8 Staff Consultation

- 7.8.1. The supplier shall undertake a staff consultation (“**Consultation**”) with staff at [LOCATION] as this would be a change in service delivery at [LOCATION].
- 7.8.2. The Consultation shall take up to 14 weeks and will involve consulting with staff and redeploying those who chose to apply for the new jobs available under the new contract.
- 7.8.3. Following the Consultation and subsequent redeployment of existing staff, the Supplier shall undertake external recruitment and employ additional staff and fill any remaining vacancies. The external recruitment process shall take approximately 12 - 14 weeks to include advertising, interviews and on-boarding, but is subject to external checks and any notice periods candidates may have.

7.9 Training

7.7.1 The Supplier is responsible for ensuring that all staff are appropriately trained to carry out their duties safely and in accordance with appropriate standards. The Authority have provided a Training Guide outlining all expected training to be completed by Supplier staff, depending on their role at Schedule 10 (Policies). This guide may be subject to change from time to time and the Supplier is expected to comply with all new reasonable training requirements as they arise. The Training Guide details mandatory training expected of Staff and concerns areas including, but not limited to, health and safety, fire safety, information assurance, violence prevention and safeguarding duties including awareness of PREVENT. Wherever possible the Supplier will ensure that staff have access to appropriate briefing/training in effective engagement, mental health etc. It is important that the Supplier factors the need to deliver induction training, regular mandatory training and additional training for staff into their costing for delivery of this specification.

7.7.2 During the Mobilisation and Transition Period the Supplier will ensure that all staff have completed the mandatory, “pre-Service Commencement Date” training for their role as identified in the Training Guide, prior to the Service Commencement Date.

7.7.3 For the avoidance of doubt, the Supplier will endeavour to ensure all other training highlighted in the Training Guide as mandatory, separate to that mentioned at 7.7.2 above, is completed by staff within the first 12 months of the Service Commencement Date and refreshed at the frequency articulated in the Training Guide thereafter.

7.7.4 All new Supplier staff joining after the Service Commencement Date will complete all training identified in the Training Guide. All “pre-Service Commencement Date” training will be completed by said staff within their first three months of appointment and the remaining mandatory training within the first 12 months of appointment and refreshed at the frequency articulated in the Training Guide thereafter.

Section 8. Continuity Plan/Preparedness for Emergencies and Safe Working Practice





8.1 In accordance with Schedule 13 the Supplier will provide to the Authority a comprehensive Business Continuity Plan before the Service Commencement Date to ensure the safety of staff and residents and business continuity in the event of an emergency and/or the need to evacuate the AP. The Supplier must be able to demonstrate that this plan is robust, realistic and that managers and staff are familiar with its requirements. The Supplier will test the Business Continuity Plan on an annual basis and provide evidence of such to the Authority if so requested.

8.2 Each Supplier must have a standardised safety management system that includes the below items;

- Standard health and safety folder
- Safe working practice document (detailing all the local safety procedures)
- Weekly checks pro forma
- Daily checks pro forma
- Standard fire evacuation procedure based on aid memoirs
- An emergency grab bag
- Anti-ligature / emergency bum bags
- Signing in/out information sheets just for visitors and staff not residents

8.3 The Supplier will assess security vulnerabilities of the AP/Site using the “Approved Premises Security Site Assessment Framework” template as found in Schedule 10. Such assessments to be carried out at least quarterly, and the completed assessment shared with the Authority.

Section 9. Building Management/Physical requirements

9.1 In providing the Available Bed Spaces (as per clause B2), the supplier will as a minimum requirement:

a) ensure all requirements of the AP Technical Design Guide (see Schedule 10) are complied with and delivered; and

b) ensure compliance with all Standard Plus elements of the “Approved Premises Bedroom Specification” as found at Schedule 10 (Policies; and

c) ensure compliance with the AP Safer working practices guidance (as per section 3.2.1 and 4.2 of this Schedule 1); and

d) ensure compliance with Probation Instruction 09/2009 Medication in Approved Premises (see Schedule 10 Policies).

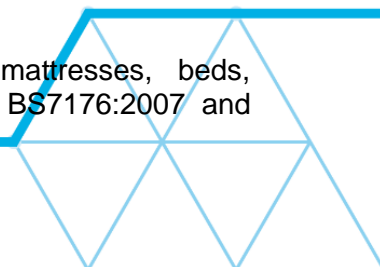
9.2 Failure to comply with section 9.1 above will result in Bed Spaces being deemed Unavailable for Authority use and the mechanism at Schedule 2 Section 2 activated.

Section 10. Residency requirements

10.1 In delivery of the Services the Supplier shall ensure that for each Available Bed Space at the AP, it complies with the following criteria:

10.1A Bedroom Furnishings:

Furnishings in bedrooms and association spaces, including mattresses, beds, upholstered furniture, seating, shall be rated, in accordance with BS7176:2007 and





BS7177: 2008 as Medium Hazard, Crib 5. Fabrics for curtains, drapes and window blinds shall be to BS 5867-2: 2008 - Type B Medium Risk performance, Crib 5.

Designated bedrooms used for the purpose of accommodating arsonists shall have furnishings rated in accordance with BS7176:2007 and BS7177: 2008 as Very High Hazard- ignition source 7+ Crib 7.

10.1B Bedding Provision:

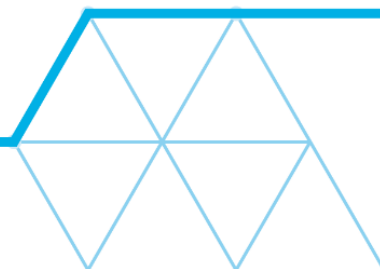
Every new resident will be provided with a clean duvet, sheets, duvet cover and towels on arrival.

10.1C Catering Provision:

- a. Residents will be provided with (via a secure kitchen) a hot evening meal Monday to Friday and a hot meal during the day on Saturday and Sunday.
- b. Residents will be provided with a self-service breakfast 7 days a week via a communally accessed kitchen.
- c. Residents will be able to access the communal kitchen area outside of these times where cold storage and food/drink heating appliances are made available for independent meal preparation by residents if they so choose.

10.1D Laundry Provisions:

Residents will have access, free of charge, to communal washing machines on the Site for the purposes of washing their own clothes.





SCHEDULE 1B – MAINTENANCE

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1. **INTRODUCTION**

- 1.1 The Supplier will cover all aspects and responsibilities for the total and smooth operation of the Site.
- 1.2 The Service will include all day to day operations, security systems, statutory requirements, access and egress control systems, health and safety, all routine, planned preventative and reactive maintenance, minor works, lifecycle works, refurbishments, modifications, alterations, all cleaning, waste management, etc. to ensure the Site operates to the highest possible level of overall performance and safe operation.
- 1.3 The Supplier is to assume all risks and liabilities in relation to the Site.
- 1.4 The service will also include all specialist and sub-contractor instructions, engagements and management and will take full responsibility for any risks arising from using such specialists and sub-contractors at any time during the contract period.
- 1.5 The Supplier will be required to carry out major capital works as and when necessary in a timely manner in accordance with good estates management practice.

2. **PROPERTY MATTERS**

The Supplier shall comply with its responsibilities in respect of the Site as set out in the Lease. The Supplier shall be responsible for the extent of the property and land at the Site as detailed below:

[LOCATION]

3. **MAJOR REFURBISHMENT WORKS**

3.1 Major Refurbishment Works arrangements:

The Supplier shall ensure that it or its Sub-contractor(s) carry out the design, construction, installation, completion, commissioning and testing of the Major Refurbishment Works so that:

- all works are undertaken in a safe and secure manner. It is the Supplier's responsibility to ensure that all works comply with all statutory regulations and





requirements; and

- the Major Refurbishment Works will be completed on or before any completion dates agreed with the Authority.

Further to the above, Major Refurbishment Works performed will at all times fully comply with, and meet all the requirements of:

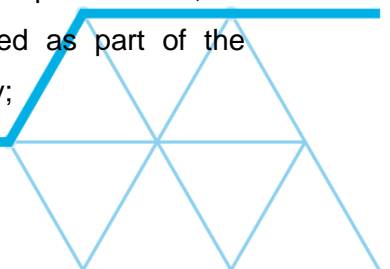
- construction Supplier Good Industry Practice and all Consents;
- the technical standards as outlined in the AP Technical Design Guide (see Schedule 10 Policies)
- Building Regulations:
- all persons employed in connection with the performance of any construction works will be competent, skilled, and experienced in their relevant professions and trades and adequately managed and supervised;
- all aspects of any construction works will be supervised by sufficient numbers of persons having adequate knowledge of such matters for the satisfactory and safe performance of the construction works in accordance with this Contract
- any construction works are performed at all times in a manner that is not, or is not likely to be, injurious to health or to cause damage to property

Before commencing the Major Refurbishment Works the Supplier shall fully acquaint itself with:

- all available operating and maintenance manuals and drawings in sufficient detail as to enable the Supplier to maintain, dismantle, re-assemble and adjust all parts of the plant and buildings as part of the construction works;
- any existing health and safety files; and
- any available condition reports, summaries, drawings and sketches.

In carrying out the Major Refurbishment Works or any future construction works:

- the Supplier shall comply with (and will procure that any Sub-contractor complies with) any reasonable directions of the Authorised Representative;
- the Supplier agrees that all parts and materials supplied as part of the construction works will become the property of the Authority;

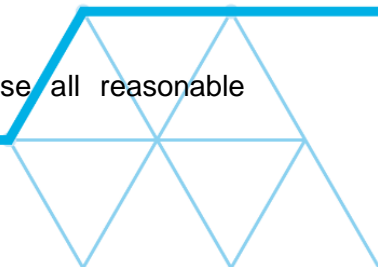




- the Supplier (and will procure that any Sub-contractor) will not make any alteration to the construction works without the prior written consent of the Authorised Representative;
- the Supplier shall be responsible for conducting all necessary risk assessments and the production of all method statements to carry out all works, inspections and tests as specified by this Contract;
- the Supplier shall be responsible for obtaining and complying with all necessary permits to work, including (but not limited to) those relating to testing, excavation, restricted area works (asbestos) and sealed system works; and
- the Supplier shall be fully responsible for ensuring that all persons working on the Site are provided with the appropriate and suitable personal protective equipment applicable to the tasks being carried out by those persons.

For the avoidance of doubt, the Supplier shall be responsible to the Authority for the cost of all repairs that are required due to the Supplier's failure to carry out any construction works in accordance with the terms of this Contract, together with the cost of providing any necessary temporary service while the repair is being carried out.

- The Supplier takes responsibility for the selection, design and specification of any construction works and warrants that any construction works as designed and constructed and/or installed will discharge such responsibility.
- The Supplier shall at the request of the Authority provide such information as the Authority will reasonably require to enable the Authority to assess actual progress of any construction works relative to the planned progress of such construction works, which will be prepared in accordance with construction Supplier Good Industry Practice and will be in sufficient detail so as to enable the Authority's Representative to monitor the progress including all commissioning activities and likely future progress of the construction works.
- The Supplier shall procure that in respect of any construction works each Sub-contractor shall validly execute and deliver to the Authority, as a condition precedent to their appointment, collateral warranties in favour of the Authority in the form set. The delivered collateral warranties will be accompanied by a certified true copy of the fully executed relevant building contract entered into by the Supplier and each Sub-contractor.
- The Supplier shall, for the benefit of the Authority, use all reasonable





endeavours to secure guarantees and/or warranties from any suppliers or Sub-contractor(s) for equipment and/or materials and/or services in connection with any construction works.

- The data capture process will be undertaken in accordance with the Authority's protocols to ensure that all project data is captured and site plans etc. are kept up to date both during and upon completion of the project. Data and drawings of completed works will be provided to the Authority as specified by the Authority.
- The Supplier shall be responsible for obtaining from the Authority any required certification (including the Bedroom Certificate) relating to any construction works.
- The Supplier shall be fully responsible for all construction works.

3.2 **CDM Requirements**

The Supplier shall be entirely responsible for the safety of any design which forms part of the service and for the adequacy, stability and safety of all site operations. In accordance with the CDM Regulations the Supplier shall be, and will be treated as, the only client in respect of the Services.

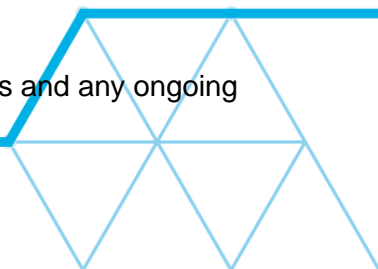
The Supplier shall observe, perform and discharge and/or will procure the observance, performance and discharge of the obligations, requirements and duties arising under the CDM Regulations in connection with the Services.

The Supplier shall ensure that the Health and Safety File is revised as often as may be appropriate to incorporate any relevant new information in relation to the Services.

3.3 **Building Information Modelling / Government Soft Landings**

In accordance with the Government's construction strategy, Building Information Modelling ("**BIM**") shall be used for all suitable projects.

Suitable projects will include all of the Major Refurbishment Works and any ongoing





capital maintenance or lifecycle. Minor refurbishment works should also assume the use of BIM, unless the Supplier is able to justify to the Authority (who will not unreasonably withhold its consent) why BIM should not be used in the specific circumstances. In the case of other minor works use of BIM will be at the discretion of the Supplier but should be considered and used where necessary or where good practice to do so.

The MoJ Estates Technical Standards Team can provide assistance and guidance (within reason given existing constraints and workloads) on the use and deployment of BIM.

All projects irrespective of size and type will employ the protocols recommendations and processes prescribed by Government Soft Landings ("**GSL**") (as provided for under the Government's construction strategy and BIM) when designing, carrying out works and delivering works or applicable services. The end user, facilities management operator etc will be included in design development, delivery and handover to ensure a fit for purpose asset that can be effectively operated is achieved.

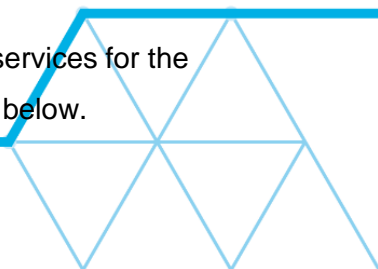
All parties, including the facilities management operator, the facilities management provider, Supplier, professionals, other Supplier's sub-contractors and consultants etc. must make themselves aware of all relevant BIM and GSL specifications and guidance including PAS1192-2, 3 BS1192-4 and other related documentation and amendments to existing guidance as it is published.

4. **MAINTENANCE SERVICES**

The Supplier shall be expected to maintain and operate the Site in accordance with the Contract and the Authority's Requirements to ensure that:

- a) The Site is continuously available as required by this Contract;
- b) The Site is kept in good structural and decorative order (subject to fair wear and tear) and;
- e) The Supplier can provide the Site, specifically the Available Bed Spaces, in accordance with the Contract.

The Supplier shall provide a comprehensive set of maintenance services for the Site which will include but not be limited to those services set out below.





4.1 Maintenance Programme

4.1.1 Reactive Maintenance

The Supplier shall provide a reactive maintenance service which will include carrying out the following services:

- reactive maintenance to all mechanical and electrical building services, including 'misuse, abuse and vandalism';
- reactive maintenance to internal and external building structure and fabric, including 'misuse, abuse and vandalism';
- reactive maintenance to grounds, landscaping, car parks and street furniture including 'misuse, abuse and vandalism';
- reactive maintenance to all security systems, both physical and electrical/electronic; and,

within the timeframes outlined in the table below (defined from the point of identification of the maintenance issue):

| Priority Code | Call Type | Attend | Temp Fix/Make Safe | Finish/Permanent Resolution | Priority Description |
|---------------|-----------|--------|--------------------|-----------------------------------|--|
| A | Critical | 60 min | 2 hr | 24hr for H&S 18hr for security | Matters giving rise to an immediate health and safety, business critical or security risk. |
| B | Emergency | 2 hr | 4 hr | Next working day | Matters that prevent or severely restrict the Operator from conducting normal operations. |
| C | Urgent | 4 hr | Next working day | 5 working days | Matters that impinge upon the proper working of the facilities in relation to all users. |
| Q1 | Important | 24 hr | 24 hr | 2 working days | Matters that do not require urgent response but are affecting business operations. |
| Q2 | Important | 24 hr | 24hr | 5 working days | Matters that do not require urgent response but are affecting business operations. |



| | | | | | |
|----|-----------|----------------|----------------|-----------------|--|
| R1 | Standard | 2 working days | 2 working days | 4 working days | Matters that do not require urgent response but are affecting business operations. |
| R2 | Standard | 2 working days | 2 working days | 7 working days | Matters that do not require urgent response but are affecting business operations. |
| D | Routine | 5 working days | n/a | 10 working days | Matters of a routine nature |
| E | New Works | 5 working days | n/a | as per quote | New Work, change or cosmetic requests. |

“Attend and Make Safe” shall mean respond to the place of the incident fault or failure with an appropriately qualified/trained member of staff and diagnose the problem and make safe by taking action to stop any Health and Safety risk.

“Permanent Resolution” means revisit the place of the incident, fault or failure and undertake appropriate action to allow normal operations to continue.

4.1.2 Water Hygiene

The Supplier shall conduct its own site-specific water hygiene risk assessment within ninety (90) days of the Commencement Date, which will include all necessary schematics and recommendations which the Supplier shall attend to at their earliest convenience as part of the Contract to reduce all possible and potential risks;

4.1.3 No Warranty

Except as otherwise expressly provided in the Contract the Supplier shall take the Site in its state and condition in all respects as at the date of the Contract and nothing in the Contract or otherwise will constitute or imply a warranty by or on the part of the Authority as to the fitness and suitability of the Site or any part of it for any purpose.

4.1.4 Business Continuity & Disaster Recovery at the Site





In accordance with Schedule 13, the Supplier shall develop detailed business continuity and disaster recovery plans and will submit such plans to the Authority for approval within 30 days of the Commencement Date. The Supplier shall agree such plans with the Authority.

The Supplier shall test the agreed business continuity and disaster recovery plans on a regular basis as agreed with the Authority's Representative and include the emergency services as agreed with them.

4.2 Health & Safety Compliance

4.2.1 Statutory Inspections

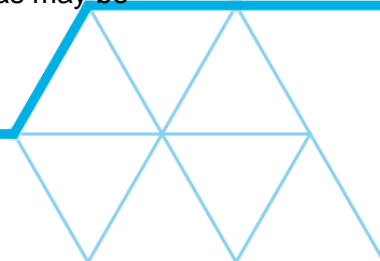
The Supplier shall carry out (in conjunction with third party insurers and inspectors as necessary) statutory inspections of the plant and carry out any attendance work required during such statutory inspections including any risk assessments and method statements. If any statutory inspection reveals that any remedial action is required, the Supplier shall carry out such remedial action at the Supplier's cost.

4.2.2 Periodic Testing, Inspection & Maintenance

The Supplier shall arrange regular inspection and testing of the plant and systems in accordance with Legislation, issuing all test certificates and specialist reports in duplicate and providing one copy to the Authority's Representative. The Supplier shall retain the second copy for insertion into the relevant section of the 'Maintenance Management System and Site Records'.

4.2.3 Asbestos

The Supplier shall accept, in relation to the Site, full responsibility (including any financial and other consequences which result whether directly or indirectly) for any Asbestos. The Supplier has, as between the Supplier and the Authority, the sole duty to manage any Asbestos at the Site under the Control of Asbestos Regulations 2006 (as may be amended from time to time).





In respect of any Asbestos the presence or potential presence of which is not recorded or indicated in the Asbestos Register or which the Supplier is not aware or should not reasonably be aware (having regard to the nature and age of the Site) then the Authority accepts full responsibility (including any financial and other consequences which result whether directly or indirectly) for such Asbestos and the Parties will, acting reasonably, agree the appropriate measures to be taken to manage such Asbestos in accordance with the Control of Asbestos Regulations 2012 (as may be amended from time to time).

4.2.4 Accreditation

The Supplier shall update the following information and provide copies of such updated information to the Authority:

- a) the Supplier's policy statements concerning the Health & Safety at Work Act 1974 and in particular Health, Safety & Welfare in connection with the control of dangerous substances (COSHH) and emissions into the atmosphere and minimising the risk of infection from Legionella Pneumophila (and that the Supplier is aware of the Health and Safety Commission publication Legionnaires' disease ('The Control of Legionella Bacteria in Water Systems ACOP & Guidance L8') confirming that all the Supplier's employees have been made aware of their responsibilities under the Act;
- b) the Supplier's policy statement on minimising the release of ozone depleting substances such as chlorofluorocarbons (CFC's), hydrochlorofluorocarbons (HCFC's) and halons into the atmosphere, particularly in respect of Sections 33 and 34 of the Environmental Protection Act 1990;
- c) all relevant current Insurance certificates; and
- d) evidence of compliance with the Authority's Technical Manual, industry best practice and any other manuals as produced by the Authority.

4.2.5 Site Matters





The condition of the Site and maintenance requirements in respect of the Site will be the sole responsibility of the Supplier and accordingly the Supplier shall be deemed to have:

- a) inspected and examined the Buildings and the standard of maintenance of the Site;
- b) satisfied itself as to the nature of the Site and the risk of injury or damage to property at the Site;
- c) satisfied itself as to the adequacy of the means and rights of access to and through the Site and any accommodation it may require for the purposes of fulfilling its obligations under this Contract such as additional land or buildings outside the Site;
- d) satisfied itself as to the possibility of interference by persons of any description whatsoever (other than the Authority), with access to or use of, or rights in respect of the Site, with particular regard to the owners of any land adjacent to the Site; and
- e) satisfied itself as to the precautions, times and methods of working necessary to prevent any nuisance or interference whether public or private, being caused to any third parties.

4.2.6 COSHH

The Supplier shall maintain a COSHH register in relation to the Site and will ensure that copies of the register are held at the Site and at the Supplier's registered office, and that a copy is given to the Authority.

The Authority will notify the Supplier of any items that it or any Authority Related Party is using or storing at the Site and that are required to be included in such register.

The Supplier shall ensure that:

- a) any hazardous materials or equipment used or intended to be used in the provision of the Services are authorised for use and kept under control and in safe keeping and disposed of in accordance with all relevant Legislation and Good Industry Practice;





- b) ensure that all such materials are properly and clearly labelled on their containers, and submit all necessary notifications to any Relevant Authority in respect of such hazardous materials where required under the relevant Legislation; and
- c) promptly inform the Authority of all such materials being used or stored at the Site and comply with any other reasonable requirement of the Authority's Representative in respect of such materials and equipment.

4.3 **Functional Safety**

The Supplier shall ensure that it provides for the proper management of the requirements of health and safety legislation and other statutory obligations.

The Supplier shall ensure that it provides effective arrangements for site safety (including risk assessment and written policies and procedures) and ensure that they are properly carried out.

The Supplier shall ensure that all maintenance works are undertaken with due regard to written standards, procedures, schedules and necessary records and documentation, such documentation will be provided and updated as required.

The Supplier shall be required to provide guidance and support to the maintenance staff including procedures, equipment and ensuring compliance with applicable building regulations, fire prevention regulations, occupational health, safety codes and standards and all approved codes of practice.

The Supplier shall be responsible for the producing, publishing, updating and storage of the following health and safety library documents, this list is to include but will not be limited to the following:

- Safe systems of work;
- Maintenance function risk assessments;
- Method statements, planned, reactive and service Supplier maintenance;
- PPE registers / assessments;
- Permit to work systems;
- CDM requirements;





- POWER / LOLLER requirements;
- Confined space requirements; and
- Working at height arrangements

4.4 Life Safety

4.4.1 Emergency Call-out

The Supplier shall provide twenty four (24) hour cover every day of the year in case of emergency via a nominated procedure to be agreed with the Authority's Representative and, in the event of such emergency, promptly despatching to the Site a competent person to undertake any necessary repair, and making the Site safe and using all reasonable endeavours to restore the Services as soon as practicable;

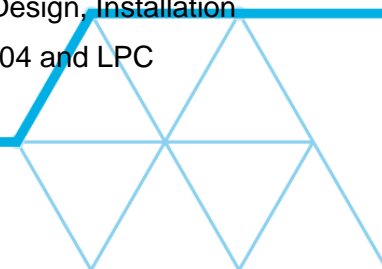
4.4.2 Fire Folder

The Supplier shall maintain an up to date fire folder for the Site in accordance with the government guidance referring to the Fire Precautions Workplace Regulations 1997 and in particular will:

- maintain maintenance / test records for the fire alarm systems and emergency lighting; prepare and communicate the evacuation procedures including instructions to all persons at the Site on the correct action when discovering a fire and on the correct action when the fire alarm is sounded; and
- prepare notices / signs reinforcing the evacuation procedures; and ensure and maintain the safety and security of the Site to prevent fires and deliberate and / or accidental activation of the system.

4.4.3 Sprinkler Systems

The Supplier shall undertake required maintenance procedures as per Sprinkler maintenance and shall comply with the requirements of BS EN 12845:2004 + A2:2009 incorporating corrigendum August 2009 'Fixed Firefighting Systems - Automatic Sprinkler Systems - Design, Installation and Maintenance' and the LPC publication - TB203:2004 and LPC Technical bulletins.





These maintenance requirements will be of the same standards and frequency as would be expected of an experienced and competent maintenance organisation and in such fashion as to be an integral part of the overall establishment maintenance regime.

4.5 **Supply Chain Management**

4.5.1 Sub-contractor Selection

The Supplier shall be expected to identify which parts of the maintenance services (and any other applicable aspects of the Services) are intended to be subcontracted out and which are intend to keep in-house.

The Supplier shall be responsible for the management of sub-contractors at each stage, including vetting and engagement.

4.5.2 Sub-contractor Management

The Supplier shall outline how it proposes to manage its Sub-contractors to ensure that works/services undertaken are of an acceptably high standard, completed in a timely manner and comply with all relevant technical, H&S and security requirements.

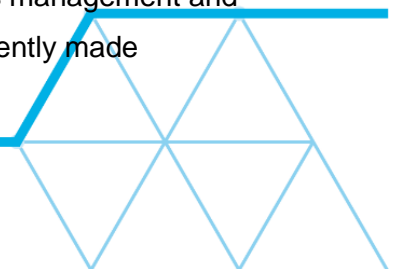
Management arrangements will include all aspects of security, quality, performance, improvement and where required replacement.

4.5.3 Critical Spares Management

The Supplier shall ensure that sufficient levels of critical spares will be made available to ensure the safe operation of the Site in line with the arrangements required under this Contract.

The Supplier should indicate an appreciation of what the critical spares are, the management of these items and the commitment to provide replacement in the event of a major failure threatening the operational status of the establishment.

The Suppliers will provide clarity around critical spares management and will demonstrate that, based upon the information currently made





available to it, that it has a good appreciation of what is required / necessary to deliver a comprehensive FM service at the establishment.

Suppliers will have the experience of identifying, procuring and retaining sufficient levels of critical spares in order to effectively respond to emergencies as well as business as usual.

All relevant current H&S information should be considered in the response.

4.6 **Site Management**

4.6.1 Site Facilities Manager

The Supplier shall nominate an experienced and competent person as Site Facilities Manager, and a competent Deputy Site Facilities Manager, to supervise all activities on the Site, whose duties will include:

- a) quickly to become familiar with the Site;
- b) to ensure that all systems and functions are monitored in accordance with the requirements and the information so obtained is correctly analysed and interpreted for possible fault conditions and the appropriate action implemented;
- c) to maintain an effective liaison between the Authority and the Supplier;
- d) to ensure that all required records are maintained and kept up to date;
- e) to provide monthly status reports;
- f) to attend meetings with the Authority as instructed; and
- g) to receive and implement within the terms of the Contract all relevant instructions

The Supplier shall give notice to the Authority of the names of the Site Facilities Manager and the Deputy Site Facilities Manager, and ensure that they, or replacements of comparable ability and qualification, are available at all times.

The Supplier agrees that any instructions given to the Site Facilities Manager by the Authority will be deemed to be given to the Supplier.





4.6.2 Resident Engineers & Trades Persons

The Supplier shall provide the services of experienced and competent resident engineers or trades persons (and replacement persons during periods of absence) to carry out the maintenance services.

4.6.3 Utilities

The Supplier shall ensure that all necessary utilities are available at the Site.

The Supplier shall use its best endeavours to ensure that there are no failures or outages and will develop and maintain contingency plans in order to keep the Site operational in the event of any failure or disruption of utilities.

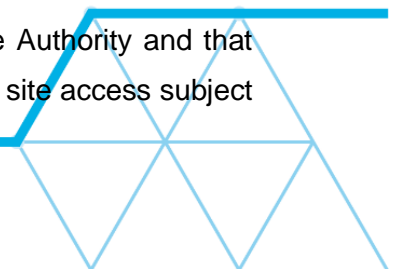
The Supplier shall ensure that all energy consumed is managed in order to ensure that there is minimum wastage and all plant and systems are operating efficiently.

The Supplier shall ensure that all controls and set points are set correctly and checked on a regular basis, and that all such set points and control settings are recorded on a regular basis.

4.6.4 Access

The Supplier should note that:

- a) the Authority and any other representative of the Authority may enter upon any property used by the Supplier and/or its Sub-contractors to perform the Services, to inspect the operation and maintenance of the Site and to monitor compliance by the Supplier with its obligations;
- b) the Authority and any other representative of the Authority may enter upon any part of the Site to carry out major maintenance works (including replacement of major maintained assets) where the Authority elects to undertake such works; and
- c) the Supplier shall ensure that satisfactory facilities are made available to the Authority or any other representative of the Authority and that reasonable assistance is given for the purposes of site access subject



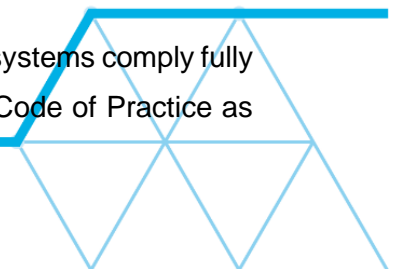


to the Supplier's operational requirements not being adversely affected and to reimbursement of any reasonable costs and expenses of the Supplier.

4.7 **Security Arrangements**

4.7.1 Security on Site

- a) The Supplier shall ensure that its personnel and the personnel of any Sub-contractor:
 - have adequate proof of identity in relation to their business at the Site, and that they carry such identification at all times and produce it on demand; and
 - provide all such necessary documentation to comply with the security clearance requirements at the Site.
- b) The Supplier shall prevent unauthorised persons being admitted to the Site.
- c) The Supplier shall ensure that, where appropriate, all Sub-contractors are escorted whilst they are at the Site.
- d) The Supplier shall immediately notify the Authority with full details of any incident on Site which requires the attendance of an emergency service, a utility company, an environmental health officer, the health and safety executive or any other competent authority.
- e) The Supplier shall be responsible for providing and maintaining all security and protective barriers and warning notices in relation to the performance of the Services (including any construction works) necessary to protect all persons including owners and occupiers of Adjoining Property, members of the public, residents, the Authority's staff and others from injury.
- f) The Supplier shall ensure full control of the security on the Site at all times and manage all ingress and egress to and from the Site.
- g) The Supplier shall manage the access to the Site to allow any works to take place and provide assistance and protection to workers to enable them to carry out such works.
- h) The Supplier shall ensure the CCTV management systems comply fully with the Data Protection Act 2018 and the CCTV Code of Practice as





revised in 2008 and retain the footage for 60 days in accordance with the system's capacity.

4.7.2 Hazardous Materials

- a) The Supplier shall only use petroleum products and other inflammable or vaporising liquids, gases, solids and hazardous chemicals in accordance with applicable Legislation. The Supplier shall ensure that when equipment and vessels containing those items are not in use they and their contents are removed to a safe place for storage.
- b) The Supplier shall at all times keep the Site free from surplus materials, rubbish and debris and on completion of any construction works (and also on termination of the Contract) remove all Supplier's equipment and leave the Site in a clean and workmanlike condition to the satisfaction of the Authority's Representative.
- c) The Supplier shall provide all safety signs and safe systems of work for all work, testing and inspection works.

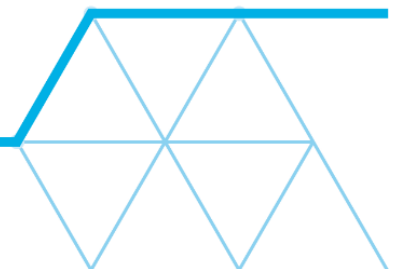
4.7.3 Locking Arrangements

- a) The Supplier shall be responsible for all keys, locks, catches, doors, gates, barriers, fences, external lighting, security lighting, CCTV, intruder alarms, passes and any other electrical, electronic or mechanical security system or process both physical and other.
- b) The Supplier shall be responsible for the ordering and safe storage of locks, lock spares and keys.
- c) In the event of a key or lock disclosure resulting in a re-lock, the Supplier shall make appropriate arrangements to replace the compromised suite(s) and keys.

4.8 Cleaning

4.8.1 Cleaning Services to the Site

The Supplier shall include for the provision of cleaning services to the Site, which will include:





- a) cleaning of the bedrooms, welfare facilities, kitchens, food prep areas, storage areas, the landings, all floors, corridors, fire escapes, stair cases (internal and external), high level areas, external window and façade, grease trap and interceptor, roof areas, drains, gullies, culverts, down pipes, hard standing, pathways, grounds generally to include snow and ice clearance;
- b) reactive cleaning of body fluid spills and other contamination;
- c) developing and complying with procedures for contaminated waste and sharps and ensuring that staff are suitably trained to deal with such work;
- d) storing all chemicals relating to the cleaning activities in accordance with the manufacturer's data sheets and listed in the COSHH register as necessary;
- e) emptying and disinfecting all bins and waste receptacles on a regular basis;
- f) keeping to a minimum the amount of waste stored on Site;
- g) developing and implementing recycling initiatives and other initiatives and recording data relating to such initiatives and providing such data to the Authority's Representative upon request; and
- h) deep cleaning of all kitchen, food prep areas, laundry rooms, ductwork, delivery areas and waste storage areas, such areas to be kept clean and odour free.

5. **MANAGEMENT INFORMATION**

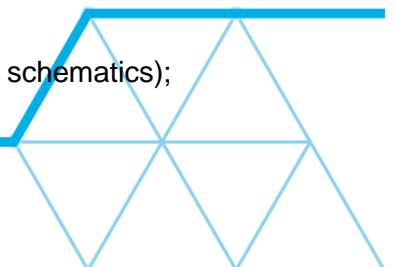
5.1 **Maintenance of Records**

- a) The Supplier shall maintain or procure the maintenance of detailed records relating to the provision of the maintenance Service, in each case in accordance with Good Industry Practice and any applicable Legislation.
- b) The Supplier shall procure that the following are maintained:
- c)
 - a full record of all incidents relating to health, safety and security which occur during the term of this Contract;
 - full records of all maintenance procedures carried out during the term of this Contract;
 - full Site records and log books, including emergency attendances, and



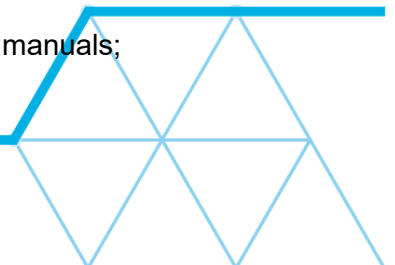
relevant notes, calculations and recordings, all such entries to be dated and signed;

- (where plant, or systems, are modified, replaced and recommissioned) full record of all data and drawings in the site operation and maintenance manuals; and
- other miscellaneous records, including but not limited to:
 - a Asbestos register;
 - b Asset register of maintainable fixed assets;
 - c Automatic heat and smoke detector test records;
 - d Air sampling records;
 - e Building services log books;
 - f Cooling tower registration certificate and test sheets;
 - g COSHH records;
 - h Drainage logs and plans;
 - i Fire alarm system test records;
 - j Certificates relating to the regular testing of electrical appliances including portable appliance testing (PAT);
 - k Electrical schematics;
 - l Emergency generator test log;
 - m Emergency lighting test records;
 - n Fire drill reports;
 - o Fire extinguisher inspection sheets;
 - p Fire risk assessments and drawings as required by the Regulatory Reform (Fire Safety) Order 2005;
 - q Fire damper checks;
 - r Fixed wiring test records;
 - s Gas system test records (including up to date gas schematics);





- t Insurance inspections;
- u Legionella testing including purity/hygiene test records;
- v Legislative compliance files, including health and safety file;
- w Lift maintenance and test results;
- x Lighting protection system and earthing test results;
- y Maintenance log books;
- z Maintenance and repair requisitions;
- aa Manufacturers' instructions library index;
- bb Up-to-date operation and maintenance manuals;
- cc Plant room check sheets;
- dd Pressure vessel inspection records;
- ee Public address and communication systems test logs;
- ff Record drawing index sheets;
- gg Records/test certificates relating to any other testing that is required in order to comply with statutory requirements;
- hh RIDDOR;
- ii Roof surveys and inspection sheets;
- jj Schedules of the Authority's property and Supplier's equipment;
- kk Security systems test logs;
- ll Smoke ventilation and sprinkler test records;
- mm Sub-contractor service logs;
- nn Test certificates and specialist reports;
- oo Transportation logs;
- pp Up-to-date "as-built" and "as fitted" drawings and manuals;





- qq Water hygiene Risk Assessments and schematics;
 - rr Water test reports;
 - ss Work order summaries and additional work order sheets and corrective maintenance summary;
 - tt Valve schedules – charts and logs.
- d) The Supplier shall have the items referred in the above table available for inspection by the Authority (and its advisers) upon reasonable notice and will present a report of them to the Authority as and when requested.
- e) The Supplier shall keep all records in an electronic format and store them in such a way that they can be easily accessed for the purposes of auditing or the production for the HSE, EHO, Fire Officer or any other enforcing body.

5.2 Maintenance Standards for the Site

The Supplier shall provide the maintenance services for [LOCATION] set out in **paragraph 4 (Maintenance Services)** above in accordance with the standards set out below:

1. BUILDING ELEMENTS

SUBSTRUCTURE

| | |
|----------------------------------|--|
| Foundations | Structurally sound and stable |
| Pits | |
| Lifts | Free from standing water |
| Cable trenches | Free from standing water |
| Ground floor slabs | No movement or rocking, cracks sealed |
| Expansion joints | Joints sealed and no leaks or dampness |
| Surface treatments | Intact and suitable for use |
| FRAME | |
| Structural steelwork and fixings | Structurally sound and stable |
| Intumescent coatings | Fire Protection intact |
| Paint | Corrosion protection intact |
| Reinforced/precast concrete | Structurally sound and stable |
| CLADDING | |
| Roof | |





| | |
|-------------------------|---|
| Roof Sheetting | Integrity of lighting protection system |
| Flashing | Corrosion protection intact, weathertight and securely fixed |
| Rooflights and glazing | Weathertight and securely fixed |
| Gutters and downpipes | Weathertight and securely fixed, clean and unbroken |
| Sidewalls | No blockages or leaks |
| Wall Sheetting | Weathertight and securely fixed |
| Precast spandrel panels | Weathertight and securely fixed |
| Curtain wall | Weathertight, securely fixed, clean and unbroken |
| Windows and glazing | Weathertight, clean and unbroken |
| Louvres/smoke extract | Weathertight, operational and properly fixed |
| External doors | Weathertight, fully operational and secure |
| Roller shutters | Operational and properly fixed |
| Brickwork/blockwork | Structurally sound and stable and free from visible efflorescence |

INTERNAL PARTITIONS

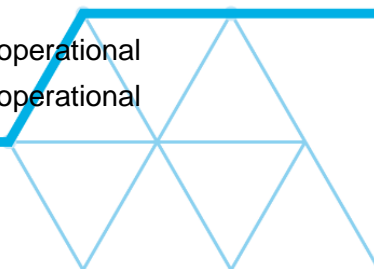
| | |
|-------------------------------------|-------------------------------------|
| Fire/smoke joints | Integrity to be maintained |
| Common/painting quality | Finishes intact |
| Movement joints | Joints sealed |
| Stud-plasterboard faced | Clean undamaged and finishes intact |
| Proprietary water closet partitions | Clean and finishes intact |
| Screen walls | Clean undamaged and finishes intact |
| Internal doors and glazing | Clean and finishes intact |

METALWORK

| | |
|-------------------------------------|--|
| Stairs and walkways | Safe and finishes intact |
| Balustrades and handrails | Safe and finishes intact |
| Access ladders | Safe and finishes intact |
| Security screens, gates and grilles | Fully operational and finishes intact. All security gates to be checked every 6 months and maintained in accordance with Prison Service Instructions |
| Sanitary ware | Free from chips and cracks |

IRONMONGERY

| | |
|------------------------|--|
| Security locks/latches | Complete and fully operational. All bedroom locks and hinges to be checked quarterly to ascertain security and integrity |
| Door Furniture | Complete and fully operational |
| Windows furniture | Complete and fully operational |





WALL FINISHES

Clean and intact

FLOOR FINISHES

Safe, clean and intact

Suspended ceilings

Safe, clean and intact

Clean and intact. On occupation of the Site a programme of redecoration will be approved by the Authority, prioritising areas of greatest need. All other internal areas will be decorated within a 4-year period. The external areas will be completed within a 5-year programme.

DECORATIONS

EXTERNALS

Drainage: soil water and foul water

Free-flowing with no blockages or leaks, traps full

Access and perimeter roads

Safe, serviceable and free from weeds

Car parks hardstandings and aprons

Safe, serviceable and free from weeds

Reinforced grass paving

Safe, serviceable and regularly mown

Exercise and hard play areas

Safe, serviceable and free from weeds

Street furniture

Safe and serviceable

Fencing and gates

Safe, fully operational and secure

Walls

Safe and secure

Landscaping and grassed areas

Clean and tidy and acceptable according to recognised horticultural standards

Grass surfaced playing fields

Clean, tidy, free from water, and to guidelines set by Sports Council

Lightning conductors

Tested annually, to BS6651 and BS7430 and in accordance with Prison Service instructions

2. SERVICES ELEMENTS

PLUMBING

Internal

Cold water storage tanks

No leaks, operational, hygienic and to design standards

Cold water booster sets

No leaks, operational, hygienic and to design standards

Sanitaryware and fittings, baths and showers

No leaks, operational, hygienic and to design standards

Gas fired instantaneous hot water

No leaks, operational, hygienic and to design standards

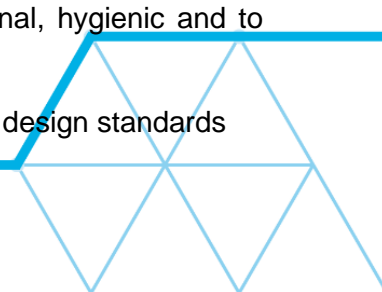
Boilers

Pipework valves and pumps

No leaks, operational, hygienic and to design standards

Electrical supplies to plumbing services

Operational and to design standards





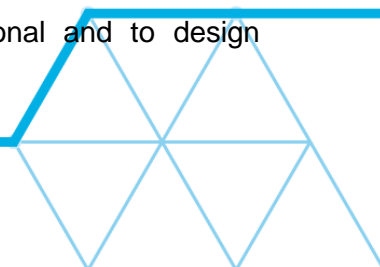
| | |
|---------------------------------|---|
| External | |
| Macerator | Operational and to design standards |
| Hydrant/fire water storage tank | No leaks, operational and to design standards |
| Hydrant/fire main booster set | No leaks, operational and to design standards |
| Fire main and hydrants | No leaks, operational and to design standards |
| Pipework, valves & pumps | No leaks, operational and to design standards |

MECHANICAL

| | |
|---|---|
| Internal piped systems | |
| Boiler modules and flues | No leaks, operational and to design standards |
| Sprinkler/deluge systems | No leaks, operational and to design standards |
| Pressurisation sets | No leaks, operational and to design standards |
| Duty/standby pump sets | No leaks, operational and to design standards |
| Gas fired unit heaters | No leaks, operational and to design standards |
| Air Compressors | Fully operational and to design standards |
| Fire Hosereels | No leaks, operational and to design standards |
| Pipework, valve pumps, radiators | No leaks, operational and to design standards |
| Electrical supplies to mechanical service | Operational and to design standards |

Internal-ventilation system

| | |
|--|---|
| Toilet and shower extract ventilation fans | Operational and to design standards |
| Heat recovery systems | Operational and to design standards |
| Area extract ventilation fans | Operational and to design standards |
| Area supply ventilation fans | Operational and to design standards |
| Area supply air handling units | No leaks, operational and to design standards |
| Air Conditioning Units/DX Units | No leaks, operational and to design standards |
| Fume, dust heat extract systems | No leaks, operational and to design standards |
| Ductwork dampers, filters, grills, diffusers | No leaks, operational and to design standards |





Electrical supplies to ventilation services Operational and to design standards

Heater Batteries Operational and to design standards

ELECTRICAL: INTERNAL

High voltage ring main units Operational and to design standards

Transformers Operational and to design standards

Main low voltage switch panel Operational and to design standards

Power factor correction equip Operational and to design standards

Standby generators Fully operational and to design standards. There will be a monthly load test of the standby generators in accordance with Prison Service instructions

Generator control panels Fully operational and to design standards

Sub-distribution low voltage switch panels Operational and to design standards

Lighting systems and luminaires Operational and to design standards

Wiring and cables Operational and to design standards

Special Systems

Public address Operational and to design standards

Perimeter wall alarm Fully operational and to design standards

Inner Perimeter Fence Alarm Fully operational and to design standards

Telephone and data cabling system Operational and to design standards

Smoke detection Fully operational and to design standards

Fire alarms, general alarm, tamper alarm Fully operational and to design standards

Detection close circuit television and infrared Fully operational and to design standards

Television and radio Operational and to design standards

Inmate call Fully operational and to design standards

Lifts Operational and to design standards

ELECTRICAL: EXTERNAL

Security lighting Operational and to design standards and compatible with external close circuit television lux level requirements



Perimeter lighting

Operational and to design standards and compatible with external close circuit television lux level requirements

Road/path lighting

Operational and to design standards and compatible with external close circuit television lux level requirements

Lighting protection

Operational and to design standards and compatible with external close circuit television lux level requirements

3. SPECIAL EQUIPMENT

Pneumatic security equipment

Fully operational and to design objectives

Electronic security equipment

Fully operational and to design objectives

Information technology and communications equipment

Fully operational and to design objectives

Laundry equipment

Operational, hygienic and to design standards

Kitchen including trolleys

Operational, hygienic and to design standards

Beverage stations/services

Operational, hygienic and to design standards

Medical equipment

Operational, hygienic and to design standards

Maintenance equipment

Safe and operational

Portable appliances

All to be tested annually

Testing hoists and lifting equipment

All appropriate tests to be carried out by a specialist Supplier, and register maintained for inspection, conforming with Prison Service instructions

4. GENERAL

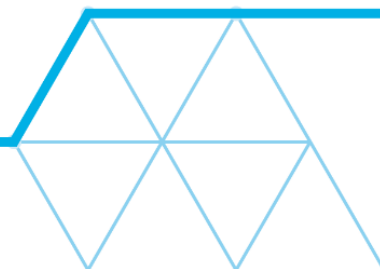
The Supplier shall have a programme for the control of infestation and vermin throughout the Site

The Site is to be kept free of damp and decay

All mobile equipment to be securely controlled and stored

All non-mobile plant and equipment is to be securely fixed

Electrical testing of circuits will be carried out 5-yearly, with 20 per cent being undertaken per year, in accordance with current Prison Service instructions





The Supplier shall deep clean the kitchen, living unit serveries, staff mess and allied areas twice each year
Statutory notices are to be displayed as required

6. SUSTAINABILITY

6.1 Overview

The Authority is committed to sustainable development and is actively working to meet government vision and policy for a fair and sustainable society by implementing targets and legislation to reduce its impact on the environment and provide an effective and efficient service.

The Authority is working to embed sustainability across its operations in a clear and transparent manner that will:

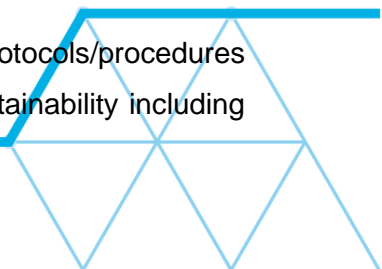
- Improve energy efficiency and reduce greenhouse gas emissions
- Minimise waste generation and maximise recycling rates
- Implement best practice measures to reducing consumption of resources, including water and paper
- Protect and enhance the natural environment
- Reduce the impact of the supply chain

As such, the Authority requires all its suppliers to be aware of its sustainability and environmental procedures and maintain such systems that will allow compliance and reporting to the Authorities internal targets, relevant legislation and allow the implementation of current/future government policy on sustainable development/sustainability.

6.2 Principle Requirements

The Supplier will be responsible for all Utilities and as such shall ensure systems are in place to comply with the Authority's reporting requirements and deadlines.

The Supplier shall implement sustainability and environmental protocols/procedures and current Government policy on sustainable development/sustainability including





but not limited to the Greening Government Commitment targets (GGC), the Carbon Reduction Commitment (CRC Energy Efficiency Scheme), the Government Financial Reporting Manual (FReM).

The Supplier shall create and maintain such systems that will enable compliance with, and reporting of, real and measurable sustainability indicators including the Authority's internal targets, national and EU targets, including relevant existing and future legislation.

The Supplier shall work with the Authority to assist it to meet or exceed its targets including but not limited to energy efficiency; reduction in emissions; minimisation of resource use and impacts of the supply chain including sustainable procurement; enhancing the natural environment and robust reporting.

The Supplier shall conduct the Services with a mind to the Authority's sustainability requirements, as such the Supplier shall produce and maintain a sustainability plan/strategy that outline how this will be done, specifically with regards to the Major Refurbishment Works and any ongoing maintenance or future construction Services.

6.3 Sustainability Compliance

The Supplier shall clearly outline how it will manage and report the key aspects of sustainability in line with the Authority's requirements.

Upon the Authority's request, the Supplier shall demonstrate compliance of the sustainability strategy/management plan for the Services and works carried out by the Supplier, its Sub-contractors and suppliers in connection with the Contract/Service.

The Contract shall undertake periodic audits to demonstrate compliance and identify how to continually improve performance.

6.4 Monitoring and Reporting

The Authority requires that sufficient monitoring and reporting to benchmark the performance of each site and report on its overall energy and water consumption, waste production and recycling and paper usage, or as required by the Authority's current targets. The Supplier must collect and provide the appropriate data to the



Authority on a monthly basis using appropriate onsite monitoring equipment and meters.

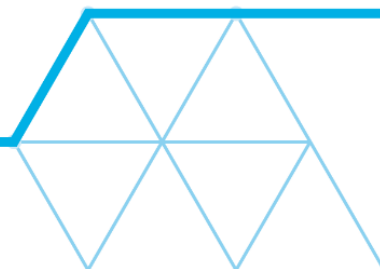
The Supplier should note that from the Services Commencement Date it shall be required and must be capable of performing the following:

- measurement, collection and issuing of all relevant data in accordance with the requirements set out in the current government targets (such as the CRC, GGC, FReM) or as notified in writing to the Supplier by the Authority;
- utilisation of the data measured and collected pursuant to prepare required reports; and
- provision of any such report to the Authority for the quarterly periods as required at agreed times in each Contract Year, with the first such period running from the Services Commencement Date to the end of the quarterly period in which the Services Commencement Date occurs.

6.5 Sustainability Officer

The Supplier shall appoint, as soon as reasonably practicable following the Commencement Date, an individual (the “**Sustainability Officer**”) who shall be responsible for:

- managing and promoting sustainable development;
- monitoring and reporting of the Supplier’s compliance with this requirement (Sustainability);
- acting as point of contact between the Supplier and the Authority in regards to this requirement (Sustainability).





APPENDIX: ENERGY EFFICIENCY REQUIREMENTS

The following are the energy efficiency standards referred to in clause 76.9 (Government Buying Standards and Energy Efficiency Standards):

For products with Energy Labels:

Only those products listed in the Energy Information Regulations 2011/SI/1524 which have the highest energy efficiency class may be purchased.

For products listed in the Energy-Related Products Regulations (known as Eco-design Regulations):

When purchasing Energy Related Products that are not listed in the schedule 1 of the Energy Information Regulations 2011, but that are listed in schedule 1 of the Energy- Related Products Regulations 2010/SI/2617, only products that comply with the relevant energy efficiency benchmarks for that product and that are set out in those regulations may be purchased.

For Products Listed in the Energy Star Decision:

Only Energy Star Products that have energy efficiency requirements that are no less demanding than those listed in Annex C to the agreement annexed to the Energy Star Decision may be purchased.

Tyres:

Only tyres that have the highest fuel efficiency class, as defined by regulation EC 1222/2009, may be purchased (unless the purchase of tyres with the highest wet grip or external rolling noise class is agreed by the Authority in writing to be justified in the interests of public safety or health).

For the purposes of this Appendix:

| | |
|---------------------------------|--|
| “energy efficiency” | means the ratio of output of performance, service, goods or energy to input of energy; |
| “Energy-Related Product” | means a product listed in the table at paragraph (4) to Schedule 1 to the Ecodesign for Energy-Related Product Regulations 2010(4); |
| “Energy Star Decision” | means Council Decision 2006/1005 of 18 December 2006 concerning the conclusion of the Agreement between the Government of the United States of America and the European Community on the Coordination of the energy efficiency labelling programme for office equipment; and |
| “Energy Star Product” | means a product listed in Annex C of the Energy Star Decision. |





SCHEDULE 2 – PAYMENT MECHANISM

1. MOBILISATION AND TRANSITION PERIOD PAYMENTS

- 1.1 The Supplier shall invoice mobilisation costs in accordance with the Cost Summary set out in Annex 1 of this Schedule 2 (Payment Mechanism); providing the mobilisation milestones are on track with the timeline set out in Appendix 3 of Schedule 15 then payment shall be due from the Authority to the Supplier.

2. BUSINESS AS USUAL PAYMENTS

- 2.1 During the Service Period the Monthly Contract Price shall be payable by the Authority to the Supplier;

- 2.2 In each month during the Service Period adjustments shall be recorded by the Supplier against the Monthly Contract Price as follows and be applied against the invoice in sterling or any other currency which is Approved for that month;

Monthly Contract Price – (Unavailable Bed Space Deduction X Unavailable Bed Space days);

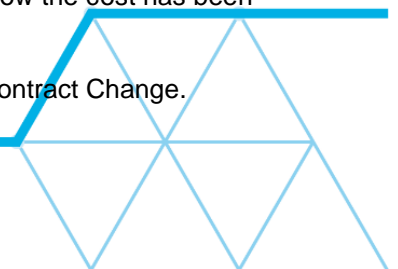
- 2.3 If the Authority wishes to temporarily close the AP for any reason then a deduction of 10% will be applied to the Contract Price for the entire period of closure.

2.4 Price Variations

- 2.4.1 The Price may vary with a change to service levels (as outlined below) or bed numbers. Any changes made would be managed through Clause F4 Contract Change processes.

2.4.2 Price varying with service levels:

- (a) The Price agreed at the start of the Contract will be the Price needed to deliver the Service Specification and any specialist and enhanced services agreed between the Authority and the Supplier as part of the Contract. Over the course of the Contract, there may be a need for the Authority to vary the level of service. Including but not limited to;
 - (i) Changes to legislation that impact on AP services and require increased or reduced costs
 - (ii) The Authority wishes to purchase new levels of enhanced or specialist services
 - (iii) The Authority develops new requirements that impact on AP provision.
 - (iv) The Authority wishes to change the number of the Beds available in this IAP for any reason including but not limited to demand increases/decreases
- (b) If the Authority wishes to alter the Service Specification or Price the Supplier will submit a new Price to the Authority with a breakdown of how the cost has been determined.
- (c) Prices will only be varied in accordance with Clause F4 Contract Change.





2.5 The overriding principles of the pricing and payment mechanism is that both Parties should use their reasonable endeavours to fulfil their financial obligations and ensure that the financial arrangements:

- achieve full cost transparency;
- are auditable
- support the achievement for value for money;
- are simple to understand and to operate;
- ensure that the Supplier can recover the full economic cost of delivering the Service Specification

2.6 The Authority, reserves the right to reduce the amount of contract AP Places in the event:

- demand decreases;
- pressures on budget; or
- costs increase over and above those allowed for in this Schedule 2.

Any such variation will be in accordance with the provision of clause F4 (Change).

3. INDEXATION

3.1.1 On each Indexation Review Date, the pricing elements set out in this Schedule 2 (Payment Mechanism) may be subject to indexation in line with Consumer Price Index from the ONS official published rates.

3.1.2 The Supplier shall calculate the indexation, using the indices published three months preceding the Indexation Review Date, against the cost template and share with the Authority.

3.1.3 The Supplier shall confirm to the Authority that any increases to the Price would be proportionate to the uplift in actual contract running costs and provide additional evidence if requested to by the Authority.

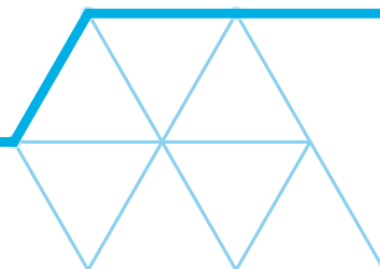
3.1.4 Subject to 3.1.3, upon receipt of the above update as per 3.1.2, the Authority will assure the calculations and the change to the Price will take effect from the Indexation Review Date.

4. INVOICE REQUIREMENTS

4.1 Other than invoices submitted through Basware, all invoices submitted to the Authority must:

4.1.1 clearly state the word 'invoice' and contain the following information:

- (a) a unique identification number (invoice number);
- (b) the Supplier's name, address and contact information;
- (c) the name and address of the department/agency in the Authority with which the Supplier is working;
- (d) a clear description of the services, works or goods being invoiced for;
- (e) the date the goods or service were provided;
- (f) the date of the invoice;
- (g) the amount being charged;
- (h) VAT amount if applicable;





- (i) the total amount owed;
 - (j) the Purchase Order number; and
 - (k) the amount of the invoice in sterling or any other currency which is Approved.
- 4.1.2 if submitted by email meet the following criteria:
- (a) email size must not exceed 4mb;
 - (b) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and
 - (c) any supporting information, backing data etc. must be contained within the invoice PDF file
- and
- 4.1.3 unless Approved:
- (a) not contain any lines for items which are not on the Purchase Order; and
 - (b) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity.
- 4.1.4 If required by the Authority, the Supplier shall submit a structured electronic invoice in an Electronic Data Interchange or XML formats.

Annex 1: Cost Summary (*net of VAT*)

Mobilisation Costs

| | |
|----------------------|-------------|
| Mobilisation: | |
| Detail | Cost |
| | £ |
| | £ |
| | £ |
| | £ |
| | £ |
| | £ |
| | £ |
| | £ |
| | £ |
| Total | £ |

Business As Usual Costs

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------|--------|--------|--------|--------|--------|
| Total Cost | £ | £ | £ | £ | £ |
| Direct Staffing Costs | £ | £ | £ | £ | £ |
| Travel and Sub | £ | £ | £ | £ | £ |
| Other Staffing Costs | £ | £ | £ | £ | £ |
| Office Costs | £ | £ | £ | £ | £ |



| | | | | | |
|-------------------|---|---|---|---|---|
| Property Costs | £ | £ | £ | £ | £ |
| Maintenance Costs | £ | £ | £ | £ | £ |
| Other Costs | £ | £ | £ | £ | £ |
| Central Costs | £ | £ | £ | £ | £ |



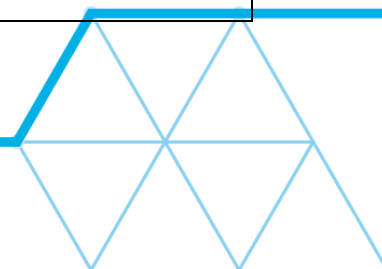


SCHEDULE 3 – CHANGE CONTROL

Change Request Form

(For completion by the Party requesting the Change)

| | |
|---|---|
| Contract Title: | Party requesting Change: |
| Name of Supplier: | |
| Change Request Number: | Proposed Change implementation date: |
| Full description of requested Change (including proposed changes to wording of the Contract where possible): | |
| Reasons for requested Change: | |
| Effect of requested Change | |
| Assumptions, dependencies, risks and mitigation (if any): | |
| Change Request Form prepared by (name): | |
| Signature: | |
| Date of Change Request: | |





Contract Change Notice (“CCN”)

(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)

| | | | |
|---|--|--|--|
| Contract Title: | | Change requested by: | |
| Name of Supplier: | | | |
| Change Number: | | | |
| Date on which Change takes effect: | | | |
| Contract between: The [Secretary of State for Justice]/[The Lord Chancellor] [delete as applicable] and [insert name of Supplier] | | | |
| It is agreed that the Contract is amended, in accordance with Regulation 72 of the Public Contracts Regulations 2015, as follows: [Insert details of the variation (including any change to the Price and deliverables/obligations) based on the information provided in the Change Request Form and any subsequent discussions/negotiations, cross referencing the wording of the original Contract, as previously changed (if applicable), where possible] Where significant changes have been made to the Contract, information previously published on Contracts Finder will be updated. | | | |
| Words and expressions in this CCN shall have the meanings given to them in the Contract. The Contract, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN | | | |
| Signed for and on behalf of [the Secretary of State for Justice]/[the Lord Chancellor] | | Signed for and on behalf of [insert name of Supplier] | |
| Signature | | Signature | |
| Name | | Name | |
| Title | | Title | |
| Date | | Date | |





SCHEDULE 4 – COMMERCIALLY SENSITIVE INFORMATION

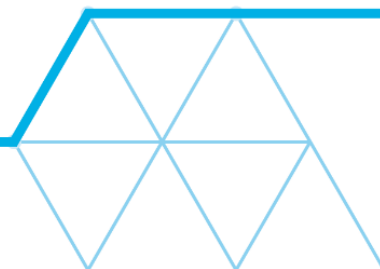
- 1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause D5 (Freedom of Information).
- 2 In this Schedule 4 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 4 applies.
- 4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

| SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION | DATE | DURATION OF CONFIDENTIALITY |
|--|----------------------------|--------------------------------|
| Core Terms and Conditions – CI I3.4b and signature panel - reference to name and contact details | From contract commencement | Indefinitely |
| Schedule 2 – Pay Mech; Annex 2 Cost Summary embedded document | From contract commencement | Indefinitely |
| Schedule 13 – Business Continuity Plan | From Contract Commencement | Indefinitely |
| Schedule 14 – Mobilisations and Transition Plan; Appendices 1-4 | From Contract Commencement | Indefinitely |





SCHEDULE 5 – NOT USED





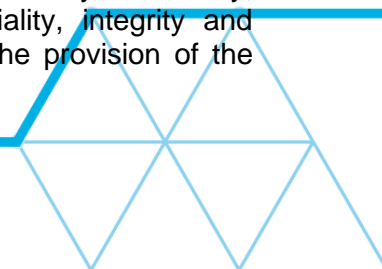
SCHEDULE 6 – INFORMATION ASSURANCE & SECURITY

1. GENERAL

- 1.1 This Schedule 6 sets out the obligations of the Parties in relation to information assurance and security, including those which the Supplier must comply with in delivering the Services under the Contract.
- 1.2 The Parties acknowledge that the purpose of the ISMS and Security Plan is to ensure a robust organisational approach to information assurance and security under which the specific requirements of the Contract will be met.
- 1.3 The Parties shall each appoint and/or identify a board level individual or equivalent who has overall responsibility for information assurance and security, including personnel security and information risk. The individual appointed by the Supplier, who is the Chief Security Officer, Chief Information Officer, Chief Technical Officer or equivalent and is responsible for compliance with the ISMS, is identified as Key Personnel) and the provisions of clause B11 apply in relation to that person.
- 1.4 The Supplier shall act in accordance with Good Industry Practice in the day to day operation of any system which is used for the storage of Information Assets and/or the storage, processing or management of Authority Data and/or that could directly or indirectly affect Information Assets and/or Authority Data.
- 1.5 The Supplier shall ensure that an information security policy is in place in respect of the operation of its organisation and systems, which shall reflect relevant control objectives for the Supplier System, including those specified in the ISO27002 control set or equivalent, unless otherwise agreed by the Authority. The Supplier shall, upon request, provide a copy of this policy to the Authority as soon as reasonably practicable. The Supplier shall maintain and keep such policy updated and provide clear evidence of this as part of its Security Plan.
- 1.6 The Supplier acknowledges that a compromise of Information Assets and/or Authority Data represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties. The Supplier shall provide clear evidence of regular communication with the Authority in relation to information risk as part of its Security Plan.

2. INFORMATION SECURITY MANAGEMENT SYSTEM

- 2.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority a proposed ISMS which:
 - 2.1.1 has been tested; and
 - 2.1.2 complies with the requirements of paragraphs 2.2 and 2.3.
- 2.2 The Supplier shall at all times ensure that the level of security, include cyber security, provided by the ISMS is sufficient to protect the confidentiality, integrity and availability of Information Assets and Authority Data used in the provision of the Services and to provide robust risk management.





2.3 The Supplier shall implement, operate and maintain an ISMS which shall:

2.3.1 protect all aspects of and processes of Information Assets and Authority Data, including where these are held on the ICT Environment (to the extent that this is under the control of the Supplier);

2.3.2 be aligned to and compliant with the relevant standards in ISO/IEC 27001: 2013 or equivalent and the Certification Requirements in accordance with paragraph 5 unless otherwise Approved;

2.3.3 provide a level of security which ensures that the ISMS and the Supplier System:

2.3.3.1 meet the requirements in the Contract;

2.3.3.2 are in accordance with applicable Law;

2.3.3.3 demonstrate Good Industry Practice, including the Government's 10 Steps to Cyber Security, currently available at:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>;

2.3.3.4 comply with the Security Policy Framework and any other relevant Government security standards;

2.3.3.5 comply with the Baseline Security Requirements;

2.3.3.6 comply with the Authority's policies, including, where applicable, the Authority's Information Assurance Policy in PSI 24/2014 Security Framework;

2.3.4 address any issues of incompatibility with the Supplier's organisational security policies;

2.3.5 address any specific security threats of immediate relevance to Information Assets and/or Authority Data;

2.3.6 document:

2.3.6.1 the security incident management processes, including reporting, recording and management of information risk incidents, including those relating to the ICT Environment (to the extent that this is within the control of the Supplier) and the loss of protected Personal Data, and the procedures for reducing and raising awareness of information risk;

2.3.6.2 incident response plans, including the role of nominated security incident response companies; and

2.3.6.3 the vulnerability management policy, including processes for identification of system vulnerabilities and assessment of the potential effect on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing and application of application of security



patches and the reporting and audit mechanism detailing the efficacy of the patching policy;

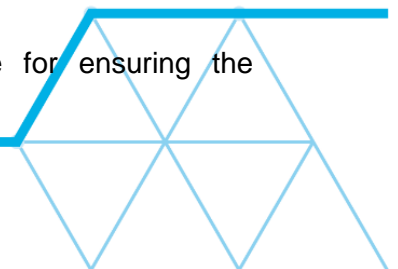
2.3.7 include procedures for the secure destruction of Information Assets and Authority Data and any hardware or devices on which such information or data is stored; and

2.3.8 be certified by (or by a person with the direct delegated authority of) the Supplier's representative appointed and/or identified in accordance with paragraph 1.3.

- 2.4 If the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies notified to the Supplier from time to time, the Supplier shall immediately notify the Authority of such inconsistency and the Authority shall, as soon as practicable, notify the Supplier of the provision that takes precedence.
- 2.5 The Supplier shall, upon request from the Authority or any accreditor appointed by the Authority, provide sufficient design documentation detailing the security architecture of its ISMS to support the Authority's and/or accreditor's assurance that it is appropriate, secure and complies with the Authority's requirements.
- 2.6 The Authority shall review the proposed ISMS submitted pursuant to paragraph 2.1 and shall, within 10 Working Days of its receipt notify the Supplier as to whether it has been approved.
- 2.7 If the ISMS is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.
- 2.8 If the ISMS is not Approved, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall, within a further 10 Working Days notify the Supplier whether the amended ISMS has been approved. The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with clause 11 (Dispute Resolution).
- 2.9 Approval of the ISMS or any change to it shall not relieve the Supplier of its obligations under this Schedule 6.
- 2.10 The Supplier shall provide to the Authority, upon request, any or all ISMS documents.

3. SECURITY PLAN

- 3.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority for approval a Security Plan which complies with paragraph 3.2.
- 3.2 The Supplier shall effectively implement the Security Plan which shall:
- 3.2.1 comply with the Baseline Security Requirements;
- 3.2.2 identify the organisational roles for those responsible for ensuring the Supplier's compliance with this Schedule 6;

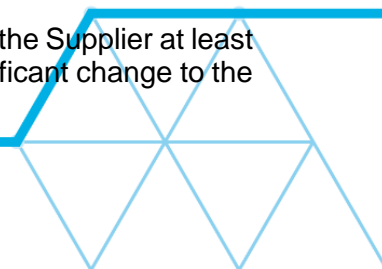




- 3.2.3 detail the process for managing any security risks from those with access to Information Assets and/or Authority Data, including where these are held in the ICT Environment;
 - 3.2.4 set out the security measures and procedures to be implemented by the Supplier, which are sufficient to ensure compliance with the provisions of this Schedule 6;
 - 3.2.5 set out plans for transition from the information security arrangements in place at the Commencement Date to those incorporated in the ISMS;
 - 3.2.6 set out the scope of the Authority System that is under the control of the Supplier;
 - 3.2.7 be structured in accordance with ISO/IEC 27001: 2013 or equivalent unless otherwise Approved;
 - 3.2.8 be written in plain language which is readily comprehensible to all Staff and to Authority personnel engaged in the Services and reference only those documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 6; and
 - 3.2.9 comply with the Security Policy Framework and any other relevant Government security standards.
- 3.3 The Authority shall review the Security Plan submitted pursuant to paragraph 3.1 and notify the Supplier, within 10 Working Days of receipt, whether it has been approved.
- 3.4 If the Security Plan is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.
- 3.5 If the Security Plan is not Approved, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall notify the Supplier within a further 10 Working Days whether it has been approved.
- 3.6 The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter shall be resolved in accordance with clause I1 (Dispute Resolution).
- 3.7 Approval by the Authority of the Security Plan pursuant to paragraph 3.3 or of any change to the Security Plan shall not relieve the Supplier of its obligations under this Schedule 6.

4. REVISION OF THE ISMS AND SECURITY PLAN

- 4.1 The ISMS and Security Plan shall be reviewed in full and tested by the Supplier at least annually throughout the Term (or more often where there is a significant change to the



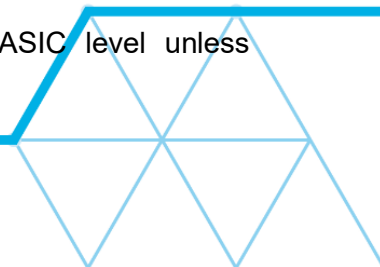


Supplier System or associated processes or where an actual or potential Breach of Security or weakness is identified) to consider and take account of:

- 4.1.1 any issues in implementing the Security Policy Framework and/or managing information risk;
 - 4.1.2 emerging changes in Good Industry Practice;
 - 4.1.3 any proposed or actual change to the ICT Environment and/or associated processes;
 - 4.1.4 any new perceived, potential or actual security risks or vulnerabilities;
 - 4.1.5 any ISO27001: 2013 audit report or equivalent produced in connection with the Certification Requirements which indicates concerns; and
 - 4.1.6 any reasonable change in security requirements requested by the Authority.
- 4.2 The Supplier shall give the Authority the results of such reviews as soon as reasonably practicable after their completion, which shall include without limitation:
- 4.2.1 suggested improvements to the effectiveness of the ISMS, including controls;
 - 4.2.2 updates to risk assessments; and
 - 4.2.3 proposed modifications to respond to events that may affect the ISMS, including the security incident management processes, incident response plans and general procedures and controls that affect information security.
- 4.3 Following the review in accordance with paragraphs 4.1 and 4.2 or at the Authority's request, the Supplier shall give the Authority at no additional cost a draft updated ISMS and/or Security Plan which includes any changes the Supplier proposes to make to the ISMS or Security Plan. The updated ISMS and/or Security Plan shall, unless otherwise agreed by the Authority, be subject to clause F4 (Change) and shall not be implemented until Approved.
- 4.4 If the Authority requires any updated ISMS and/or Security Plan to be implemented within shorter timescales than those set out in clause F4, the Parties shall thereafter follow clause F4 for the purposes of formalising and documenting the relevant change for the purposes of the Contract.

5. CERTIFICATION REQUIREMENTS

- 5.1 The Supplier shall ensure that any systems, including the ICT Environment, on which Information Assets and Authority Data are stored and/or processed are certified as compliant with:
- 5.1.1 ISO/IEC 27001:2013 or equivalent by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and
 - 5.1.2 the Government's Cyber Essentials Scheme at the BASIC level unless otherwise agreed with the Authority





and shall provide the Authority with evidence:

5.1.3 of certification before the Supplier accessed the ICT Environment and receives, stores, processes or manages any Authority Data; and

5.1.4 that such certification remains valid and is kept up to date while the Supplier (as applicable) continues to access the ICT Environment and receives, stores, processes or manages any Authority Data during the Term.

5.2 The Supplier shall ensure that it:

5.2.1 carries out any secure destruction of Information Assets and/or Authority Data at Supplier sites which are included within the scope of an existing certificate of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and

5.2.2 is the third party that you choose to use must be certified as compliant with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard or equivalent unless otherwise Approved

and the Supplier shall provide the Authority with evidence of its compliance with the requirements set out in this paragraph 5.2 before the Supplier may carry out the secure destruction of any Information Assets and/or Authority Data.

5.3 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier ceases to be compliant with the certification requirements in paragraph 5.1 and, on request from the Authority, shall:

5.3.1 immediately cease access to and use of Information Assets and/or Authority Data; and

5.3.2 promptly return, destroy and/or erase any Authority Data in accordance with the Baseline Security Requirements and failure to comply with this obligation is a material Default.

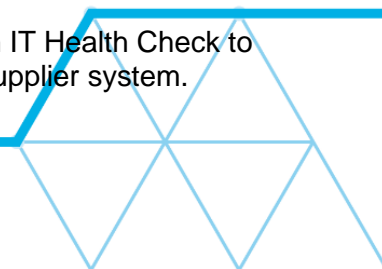
6. SECURITY TESTING

6.1 The Supplier shall, at its own cost, carry out relevant Security Tests from the Commencement Date and throughout the Term, which shall include:

6.1.1 a monthly vulnerability scan and assessment of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held;

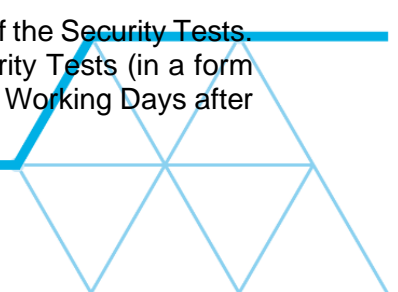
6.1.2 an annual IT Health Check by an independent NCSC provider (<https://www.ncsc.gov.uk/information/using-check-provider>) of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held and any additional IT Health Checks required by the Authority;

6.1.2.1 it should be noted that the authority will require an IT Health Check to be conducted before any live data is used on the supplier system.



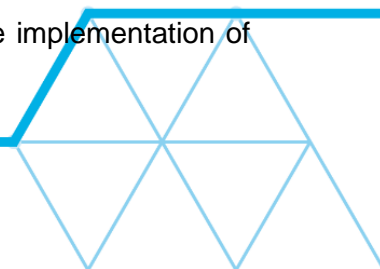


- 6.1.3 an assessment as soon as reasonably practicable following receipt by the Supplier of a critical vulnerability alert from a provider of any software or other component of the Supplier System and/or any other system under the control of the Supplier on which Information Assets and/or Authority Data are held; and
- 6.1.4 such other tests as are required:
 - 6.1.4.1 by any Vulnerability Correction Plans;
 - 6.1.4.2 by ISO/IEC 27001:2013 certification requirements or equivalent Approved;
 - 6.1.4.3 after any significant architectural changes to the ICT Environment;
 - 6.1.4.4 after a change to the ISMS (including security incident management processes and incident response plans) or the Security Plan; and
 - 6.1.4.5 following a Breach of Security.
- 6.2 In relation to each IT Health Check, the Supplier shall:
 - 6.2.1 agree with the Authority the aim and scope of the IT Health Check;
 - 6.2.2 promptly, following receipt of each IT Health Check report, give the Authority a copy of the IT Health Check report;
 - 6.2.3 if the IT Health Check report identifies any vulnerabilities:
 - 6.2.3.1 prepare a Vulnerability Correction Plan for Approval which sets out in respect of each such vulnerability:
 - 6.2.3.1.1 how the vulnerability will be remedied;
 - 6.2.3.1.2 the date by which the vulnerability will be remedied;
 - 6.2.3.1.3 the tests which the Supplier shall perform or procure to be performed (which may, at the Authority's discretion, include a further IT Health Check) to confirm that the vulnerability has been remedied;
 - 6.2.3.2 comply with the Vulnerability Correction Plan; and
 - 6.2.3.3 conduct such further Security Tests as are required by the Vulnerability Correction Plan.
- 6.3 Security Tests shall be designed and implemented by the Supplier so as to minimise any adverse effect on the Services and the date, timing, content and conduct of Security Tests shall be agreed in advance with the Authority.
- 6.4 The Authority may send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Authority with the results of Security Tests (in a form to be Approved) as soon as practicable and in any event within 5 Working Days after completion of each Security Test.





- 6.5 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority and/or its authorised representatives, including any accreditor, may at any time to carry out Security Tests (including penetration tests) as it may deem necessary as part of any accreditation process and/or to verify the Supplier's compliance with the ISMS and the Security Plan:
- 6.5.1 upon giving reasonable notice to the Supplier where reasonably practicable to do so; and
- 6.5.2 without giving notice to the Supplier where, in the Authority's view, the provision of such notice may undermine the Security Tests to be carried out
- and, where applicable, the Authority shall be granted access to the Supplier's premises for the purpose of undertaking the relevant Security Tests.
- 6.6 If the Authority carries out Security Tests in accordance with paragraphs 6.5.1 or 6.5.2, the Authority shall (unless there is any reason to withhold such information) notify the Supplier of the results of the Security Tests as soon as possible and in any event within 5 Working Days after completion of each Security Test.
- 6.7 If any Security Test carried out pursuant to paragraphs 6.1 or 6.4 reveals any:
- 6.7.1 vulnerabilities during any accreditation process, the Supplier shall track and resolve them effectively; and
- 6.7.2 actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Authority of any proposed changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or to the ISMS and/or to the Security Plan (and the implementation thereof) which the Supplier intends to make in order to correct such failure or weakness. Subject to Approval and paragraphs 4.3 and 4.4, the Supplier shall implement such changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or to the ISMS and/or to the Security Plan (and the implementation thereof) which the Supplier intends to make in order to correct such failure or weakness. Subject to Approval and paragraphs 4.3 and 4.4, the Supplier shall implement such changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or the ISMS and/or the Security Plan and repeat the relevant Security Tests in accordance with an Approved timetable or, otherwise, as soon as reasonably practicable.
- 6.8 If the Authority unreasonably withholds its approval to the implementation of any changes to the ICT Environment and/or to the ISMS and/or to the Security Plan proposed by the Supplier in accordance with paragraph 6.7, the Supplier is not in breach of the Contract to the extent that it can be shown that such breach:
- 6.8.1 has arisen as a direct result of the Authority unreasonably withholding Approval to the implementation of such proposed changes; and
- 6.8.2 would have been avoided had the Authority Approved the implementation of such proposed changes.





- 6.9 If a change to the ISMS or Security Plan is to address any non-compliance with ISO/IEC 27001:2013 requirements or equivalent, the Baseline Security Requirements or any obligations in the Contract, the Supplier shall implement such change at its own cost and expense.
- 6.10 If any repeat Security Test carried out pursuant to paragraph 6.7 reveals an actual or potential breach of security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default.
- 6.11 On each anniversary of the Commencement Date, the Supplier shall provide to the Authority a letter from the individual appointed or identified in accordance with paragraph 1.3 confirming that having made due and careful enquiry:
- 6.11.1 the Supplier has in the previous year carried out all Security Tests in accordance with this Schedule 6 and has complied with all procedures in relation to security matters required under the Contract; and
- 6.11.2 the Supplier is confident that its security and risk mitigation procedures in relation to Information Assets and Authority Data remain effective.

7. SECURITY AUDITS AND COMPLIANCE

- 7.1 The Authority and its authorised representatives may carry out security audits as it reasonably considers necessary in order to ensure that the ISMS is compliant with the principles and practices of ISO 27001: 2013 or equivalent (unless otherwise Approved), the requirements of this Schedule 6 and the Baseline Security Requirements.
- 7.2 If ISO/IEC 27001: 2013 certification or equivalent is provided, the ISMS shall be independently audited in accordance with ISO/IEC 27001: 2013 or equivalent. The Authority and its authorised representatives shall, where applicable, be granted access to the Supplier Sites and Sub-contractor premises for this purpose.
- 7.3 If, on the basis of evidence resulting from such audits, it is the Authority's reasonable opinion that ISMS is not compliant with any applicable principles and practices of ISO/IEC 27001: 2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements is not being achieved by the Supplier, the Authority shall notify the Supplier of this and provide a reasonable period of time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) for the Supplier to implement any necessary remedy. If the Supplier does not ensure that the ISMS is compliant within this period of time, the Authority may obtain an independent audit of the ISMS to assess compliance (in whole or in part).
- 7.4 If, as a result of any such independent audit as described in paragraph 7.3 the Supplier is found to be non-compliant with any applicable principles and practices of ISO/IEC 27001:2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements the Supplier shall, at its own cost, undertake those actions that are required in order to ensure that the ISMS is complaint and shall reimburse the Authority in full in respect of the costs obtaining such an audit.

8. SECURITY RISKS AND BREACHES





- 8.1 The Supplier shall use its reasonable endeavours to prevent any Breach of Security for any reason, including as a result of malicious, accidental or inadvertent behaviour.
- 8.2 If either Party becomes aware of a Breach of Security or an attempted Breach of Security it shall act in accordance with the agreed security incident management processes and incident response plans as set out in the ISMS.
- 8.3 Without prejudice to the security incident management processes and incident response plans set out in the ISMS and any requirements to report incidents in accordance with PSI 24/2014 if applicable The Information Security Framework, upon becoming aware of any Breach of Security or attempted Breach of Security, the Supplier shall:
- 8.3.1 immediately notify the Authority and take all reasonable steps (which shall include any action or changes reasonably required by the Authority) that are necessary to:
- 8.3.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;
- 8.3.1.2 remedy any Breach of Security to the extent that is possible and protect the integrity of the ICT Environment (to the extent that this is within its control) and ISMS against any such Breach of Security or attempted Breach of Security;
- 8.3.1.3 mitigate against a Breach of Security or attempted Breach of Security; and
- 8.3.1.4 prevent a further Breach of Security or attempted Breach of Security in the future resulting from the same root cause failure;
- 8.3.2 provide to the Authority and/or the Computer Emergency Response Team for UK Government ("**GovCertUK**") or equivalent any data that is requested relating to the Breach of Security or attempted Breach of Security within 2 Working Days of such request; and
- 8.3.3 as soon as reasonably practicable and, in any event, within 2 Working Days following the Breach of Security or attempted Breach of Security, provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis if required by the Authority
- and the Supplier recognises that the Authority may report significant actual or potential losses of Personal Data to the Information Commissioner or equivalent and to the Cabinet Office.
- 8.4 If any action is taken by the Supplier in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance of the ISMS with any ISO/IEC 27001: 2013 requirements or equivalent (as applicable), the Baseline Security Requirements and/or the requirements of this Schedule 6, any such action and change to the ISMS and/or Security Plan as a result shall be implemented at the Supplier's cost.





IT Environment

- 8.5 The Supplier shall ensure that the Supplier System:
- 8.5.1 functions in accordance with Good Industry Practice for protecting external connections to the internet;
 - 8.5.2 functions in accordance with Good Industry Practice for protection from malicious code;
 - 8.5.3 provides controls to securely manage (store and propagate) all cryptographic keys to prevent malicious entities and services gaining access to them, in line with the Authority's Cryptographic Policy as made available to the Supplier from time to time;
 - 8.5.4 is patched (and all of its components are patched) in line with Good Industry Practice, any Authority patching policy currently in effect and notified to the Supplier and any Supplier patch policy that is agreed with the Authority; and
 - 8.5.5 uses the latest versions of anti-virus definitions, firmware and software available from industry accepted anti-virus software vendors.
- 8.6 Notwithstanding paragraph 8.5, if a Breach of Security is detected in the ICT Environment, the Parties shall co-operate to reduce the effect of the Breach of Security and, if the Breach of Security causes loss of operational efficiency or loss or corruption of Information Assets and/or Authority Data, assist each other to mitigate any losses and to recover and restore such Information Assets and Authority Data.
- 8.7 All costs arising out of the actions taken by the Parties in compliance with paragraphs 8.2, 8.3 and 8.6 shall be borne by:
- 8.7.1 the Supplier if the Breach of Security originates from the defeat of the Supplier's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Supplier or its Sub-contractor; or
 - 8.7.2 the Authority if the Breach of Security originates from the defeat of the Authority's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Authority
- and each Party shall bear its own costs in all other cases.

9. VULNERABILITIES AND CORRECTIVE ACTION

- 9.1 The Parties acknowledge that from time to time vulnerabilities in the ICT Environment and ISMS will be discovered which, unless mitigated, will present an unacceptable risk to Information Assets and/or Authority Data.
- 9.2 The severity of any vulnerabilities shall be categorised by the Supplier as '*Critical*', '*Important*' and '*Other*' according to the agreed method in the ISMS and using any appropriate vulnerability scoring systems.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities categorised as '*Critical*' within 7 days of public release, vulnerabilities categorised as





'Important' within 30 days of public release and vulnerabilities categorised as 'Other' within 60 days of public release, except where:

- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of the Services being provided, including where it resides in a software component which is not being used, provided that, where those vulnerabilities become exploitable, they are remedied by the Supplier within the timescales in paragraph 9.3;
 - 9.3.2 the application of a security patch in respect of a vulnerability categorised as *Critical* or *Important* adversely affects the Supplier's ability to deliver the Services, in which case the Supplier shall be granted an extension to the timescales in paragraph 9.3 of 5 days, provided that the Supplier continues to follow any security patch test plan agreed with the Authority; or
 - 9.3.3 the Authority agrees a different timescale after consultation with the Supplier in accordance with the processes defined in the ISMS.
- 9.4 The ISMS and the Security Plan shall include provision for the Supplier to upgrade software throughout the Term within 6 months of the release of the latest version unless:
- 9.4.1 upgrading such software reduces the level of mitigation for known threats, vulnerabilities or exploitation techniques, provided always that such software is upgraded by the Supplier within 12 months of release of the latest version; or
 - 9.4.2 otherwise agreed with the Authority in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information provided by GovCertUK, the Cyber Security Information Sharing Partnership (CiSP) or any other competent central Government Body;
 - 9.5.2 ensure that the ICT Environment (to the extent that this is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure that it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment (to the extent that this is within the control of the Supplier) by actively monitoring the threat landscape during the Term;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that this is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS;
 - 9.5.5 from the Commencement Date and within 5 Working Days of the end of each subsequent month during the Term provide a report to the Authority detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that this is within the control of the Supplier) and any elapsed time between the public release date of patches and either the time of application or, for outstanding vulnerabilities, the time of issue of such report;



9.5.6 propose interim mitigation measures in respect of any vulnerabilities in the ICT Environment (to the extent this is within the control of the Supplier) known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are no longer needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment to the extent this is within the control of the Supplier); and

9.5.8 inform the Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment (to the extent this is within the control of the Supplier) and provide initial indications of possible mitigations

9.6 If the Supplier is unlikely to be able to mitigate any vulnerability within the timescales in paragraph 9.3, the Supplier shall notify the Authority immediately.

9.7 Any failure by the Supplier to comply with paragraph 9.3 shall constitute a material Default.

10. SUB-CONTRACTS

10.1 The Supplier shall ensure that all Sub-Contracts with Sub-Contractors who have access to Information Assets and/or Authority Data contain equivalent provisions in relation to information assurance and security that are no less onerous than those imposed on the Supplier under the Contract.





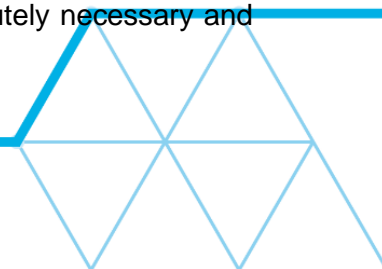
ANNEX 1 – BASELINE SECURITY REQUIREMENTS

1 Security Classifications and Controls

- 1.1 The Supplier shall, unless otherwise Approved in accordance with paragraph 6.2 of this Annexe 1, only have access to and handle Information Assets and Authority Data that are classified under the Government Security Classifications Scheme as OFFICIAL.
- 1.2 There may be a specific requirement for the Supplier in some instances on a limited 'need to know basis' to have access to and handle Information Assets and Authority Data that are classified as 'OFFICIAL-SENSITIVE.'
- 1.3 The Supplier shall apply the minimum security controls required for OFFICIAL information and OFFICIAL-SENSITIVE information as described in Cabinet Office guidance, currently at:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf <https://www.gov.uk/government/publications/government-security-classifications>
- 1.4 The Supplier shall be able to demonstrate to the Authority and any accreditor that it has taken into account the "Technical Controls Summary" for OFFICIAL (in the above guidance) in designing and implementing the security controls in the Supplier System, which shall be subject to assurance and accreditation to Government standards.
- 1.5 Additional controls may be required by the Authority and any accreditor where there are aspects of data aggregation.

2 End User Devices

- 2.1 Authority Data shall, wherever possible, be held and accessed on paper or in the ICT Environment on secure premises and not on removable media (including laptops, removable discs, CD-ROMs, USB memory sticks, PDAs and media card formats) without Approval. If Approval is sought to hold and access data by other means, the Supplier shall consider the second-best option and third best option below and record the reasons why a particular approach should be adopted when seeking Approval:
 - 2.1.1 second best option means: secure remote access so that data can be viewed or amended over the internet without being permanently stored on the remote device, using products meeting the FIPS 140-2 standard or equivalent, unless Approved;
 - 2.1.2 third best option means: secure transfer of Authority Data to a remote device at a secure site on which it will be permanently stored, in which case the Authority Data and any links to it shall be protected at least to the FIPS 140-2 standard or equivalent, unless otherwise Approved, and noting that protectively marked Authority Data must not be stored on privately owned devices unless they are protected in this way.
- 2.2 The right to transfer Authority Data to a remote device should be carefully considered and strictly limited to ensure that it is only provided where absolutely necessary and shall be subject to monitoring by the Supplier and Authority.

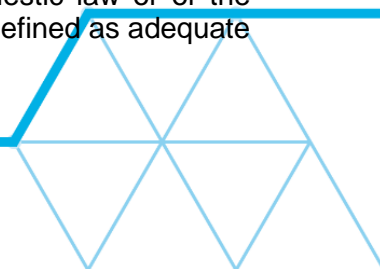




- 2.3 Unless otherwise Approved, when Authority Data resides on a mobile, removable or physically uncontrolled device, it shall be:
- 2.3.1 the minimum amount that is necessary to achieve the intended purpose and should be anonymised if possible;
 - 2.3.2 stored in an encrypted form meeting the FIPS 140-2 standard or equivalent and using a product or system component which has been formally assured through a recognised certification process of CESGNCSC to at least Foundation Grade, for example, under the CESGNCSC Commercial Product Assurance scheme (“CPA”) or equivalent, unless otherwise Approved;
 - 2.3.3 protected by an authentication mechanism, such as a password; and
 - 2.3.4 have up to date software patches, anti-virus software and other applicable security controls to meet the requirements of this Schedule 6.
- 2.4 Devices used to access or manage Authority Data shall be under the management authority of the Supplier and have a minimum set of security policy configurations enforced. Unless otherwise Approved, all Supplier devices shall satisfy the security requirements set out in the CESGNCSC End User Devices Platform Security Guidance (“CESG(NCSC Guidance)”) (<https://www.gov.uk/government/collections/end-user-devices-security-guidance--2> <https://www.ncsc.gov.uk/collection/end-user-device-security>) or equivalent.
- 2.5 Where the CESGNCSC Guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. If the Supplier wishes to deviate from the CESGNCSC Guidance, this should be agreed in writing with the Authority on a case by case basis.

3 Data Storage, Processing, Management, Transfer and Destruction

- 3.1 The Parties recognise the need for Authority Data to be safeguarded and for compliance with the Data Protection Legislation. To that end, the Supplier shall inform the Authority the location within the United Kingdom where Authority Data is stored, processed and managed. The import and export of Authority Data from the Supplier System must be strictly controlled and recorded.
- 3.2 The Supplier shall inform the Authority of any changes to the location within the United Kingdom where Authority Data is stored, processed and managed and shall not transmit, store, process or manage Authority Data outside of the United Kingdom without Approval which shall not be unreasonably withheld or delayed provided that the transmission, storage, processing and management of Authority Data offshore is within:
- 3.2.1 the European Economic Area (“EEA”); or
 - 3.2.2 another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the European Commission.





- 3.3 The Supplier System shall support the requirement of the Authority to comply with Government policy and Cabinet Office guidance on Offshoring, currently set out at:

<https://ogsirooffshoring.zendesk.com/hc/en-us/articles/203107991-HMG-sOffshoring-Policy>
<https://www.gov.uk/government/publications/cloud-guide-for-the-public-sector/cloud-guide-for-the-public-sector#offshoring-and-data-residency>

by assessing, as required, any additional security risks associated with the storage, processing and/or transmission of any data and/or information offshore, including by an offshore Supplier (which may include the use of 'landed resources'), taking account of European Union requirements to confirm the 'adequacy' of protection of Personal Data in the countries where storage, processing and/or transmission occurs. No element of the Supplier System may be off-shored without Approval.

- 3.4 The Supplier shall ensure that the Supplier System provides internal processing controls between security domains to prevent the unauthorised high domain exporting of Authority Data to the low domain if there is a requirement to pass data between different security domains.

- 3.5 The Supplier shall ensure that any electronic transfer of Authority Data:

3.5.1 protects the confidentiality of the Authority during transfer through encryption suitable for the impact level of the data;

3.5.2 maintains the integrity of the Authority Data during both transfer and loading into the receiving system through suitable technical controls for the impact level of the data; and

3.5.3 prevents the repudiation of receipt through accounting and auditing.

- 3.6 The Supplier shall:

3.6.1 protect Authority Data, including Personal Data, whose release or loss could cause harm or distress to individuals and ensure that this is handled as if it were confidential while it is stored and/or processed;

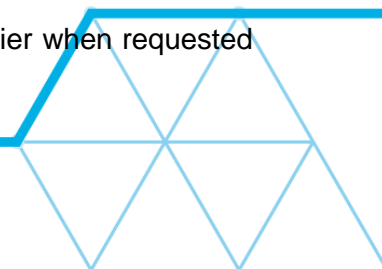
3.6.2 ensure that any OFFICIAL-SENSITIVE information, including Personal Data is encrypted in transit and when at rest when stored within or away from the Supplier's controlled environment;

3.6.3 on demand, provide the Authority with all Authority Data in an agreed open format;

3.6.4 have documented processes to guarantee availability of Authority Data if it ceases to trade;

3.6.5 securely destroy all media that has held Authority Data at the end of life of that media in accordance with any requirements in the Contract and, in the absence of any such requirements, in accordance with Good Industry Practice;

3.6.6 securely erase any or all Authority Data held by the Supplier when requested to do so by the Authority;





3.6.7 ensure that all material used for storage of Confidential Information is subject to controlled disposal and the Supplier shall:

3.6.7.1 destroy paper records containing Personal Data by incineration, pulping or shredding so that reconstruction is unlikely; and

3.6.7.2 dispose of electronic media that was used for the processing or storage of Personal Data through secure destruction, overwriting, erasure or degaussing for re-use.

4 Networking

- 4.1 Any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted using a product or system component which has been formally assured through a certification process recognised by CESGNCSC, to at least Foundation Grade, for example, under CPA or through the use of Public Sector Network (“PSN”) compliant encrypted networking services or equivalent unless none are available in which case the Supplier shall agree the solution with the Authority.
- 4.2 The Supplier shall ensure that the configuration and use of all networking equipment in relation to the provision of the Services, including equipment that is located in secure physical locations, shall be at least compliant with Good Industry Practice.
- 4.3 The Supplier shall ensure that the ICT Environment (to the extent this is within the control of the Supplier) contains controls to maintain separation between the PSN and internet connections if used.

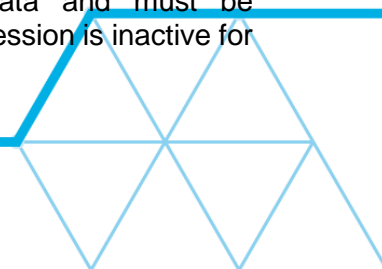
5 Security Architectures

- 5.1 When designing and configuring the ICT Environment (to the extent that this is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or those with a CESGNCSC Certified Professional certification

(<http://www.cesg.gov.uk/awarenesstraining/IA-certification/Pages/index.aspx>)
(<https://www.ncsc.gov.uk/information/about-certified-professional-scheme>)

or equivalent for all bespoke or complex components.

- 5.2 The Supplier shall provide to the Authority and any accreditor sufficient design documentation detailing the security architecture of the ICT Environment and data transfer mechanism to support the Authority's and any accreditor's assurance that this is appropriate, secure and compliant with the Authority's requirements.
- 5.3 The Supplier shall apply the '*principle of least privilege*' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of the ICT Environment used for the storage, processing and management of Authority Data. Users should only be granted the minimum necessary permissions to access Information Assets and Authority Data and must be automatically logged out of the Supplier System if an account or session is inactive for more than 15 minutes.





6 Digital Continuity

The Supplier shall ensure that each Information Asset is held in an appropriate format that is capable of being updated from time to time to enable the Information Asset to be retrieved, accessed, used and transferred to the Authority, including in accordance with any information handling procedures set out in PSI 24/2014 (The Information Assurance) if applicable Security Framework.

7 Personnel Vetting and Security

7.1 All Staff shall be subject to pre-employment checks that include, as a minimum, their employment history for at least the last 3 years, identity, unspent criminal convictions and right to work (including nationality and immigration status) and shall be vetted in accordance with:

7.1.1 the Baseline Personnel Security Standard (BPSS) or BS7858 or equivalent; and

7.1.2 PSI 07/2014, if applicable, based on their level of access to Information Assets and/or Authority Data.

7.2 If the Authority agrees that it is necessary for any Staff to have logical or physical access to Information Assets and/or Authority Data classified at a higher level than OFFICIAL (such as that requiring 'SC' clearance), the Supplier shall obtain the specific Government clearances that are required for access to such Information Assets and/or Authority Data.

7.3 The Supplier shall prevent Staff who are unable to obtain the required security clearances from accessing Information Assets and/or Authority Data and/or the ICT Environment used to store, process and/or manage such Information Assets or Authority Data.

7.4 The Supplier shall procure that all Staff comply with the Security Policy Framework and principles, obligations and policy priorities stated therein, including requirements to manage and report all security risks in relation to the provision of the Services.

7.5 The Supplier shall ensure that Staff who can access Information Assets and/or Authority Data and/or the ICT Environment are aware of their responsibilities when handling such information and data and undergo regular training on secure information management principles. Unless otherwise Approved, this training must be undertaken annually.

7.6 If the Supplier grants Staff access to Information Assets and/or Authority Data, those individuals shall be granted only such levels of access and permissions that are necessary for them to carry out their duties. Once Staff no longer require such levels of access or permissions or leave the organisation, their access rights shall be changed or revoked (as applicable) within one Working Day.

8 Identity, Authentication and Access Control

8.1 The Supplier shall operate a robust role-based access control regime, including network controls, to ensure all users and administrators of and those maintaining the ICT Environment are uniquely identified and authenticated when accessing or administering the ICT Environment to prevent unauthorised users from gaining access



to Information Assets and/or Authority Data. Applying the '*principle of least privilege*', users and administrators and those responsible for maintenance shall be allowed access only to those parts of the ICT Environment they require. The Supplier shall retain an audit record of accesses and users and disclose this to the Authority upon request.

- 8.2 The Supplier shall ensure that Staff who use the Authority System actively confirm annually their acceptance of the Authority's acceptable use policy.

9 Physical Media

- 9.1 The Supplier shall ensure that all:

9.1.1 OFFICIAL information is afforded physical protection from internal, external and environmental threats commensurate with the value to the Authority of that information;

9.1.2 physical components of the Supplier System are kept in secure accommodation which conforms to the Security Policy Framework and CESG NCSC standards and guidance or equivalent;

9.1.3 physical media holding OFFICIAL information is handled in accordance with the Security Policy Framework and CESG NCSC standards and guidance or equivalent; and

- 9.1.4 Information Assets and Authority Data held on paper are:

9.1.4.1 kept secure at all times, locked away when not in use on the premises on which they are held and secured and are segregated if the Supplier is co-locating with the Authority; and

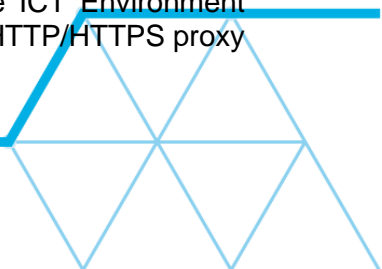
9.1.4.2 only transferred by an approved secure form of transfer with confirmation of receipt obtained.

10 Audit and Monitoring

The Supplier shall implement effective monitoring of its information assurance and security obligations in accordance with Government standards and where appropriate, in accordance with CESG Good Practice Guide 13 – Protective Monitoring or equivalent. NCSC guidance and MOJ Guidance – see <https://ministryofjustice.github.io/security-guidance/principles/security-log-collection/#principles> & <https://www.ncsc.gov.uk/collection/mobile-device-guidance/logging-and-protective-monitoring>

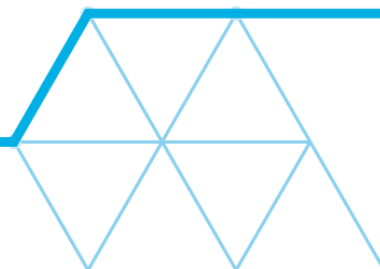
- 10.1 The Supplier shall collect audit records which relate to security events in the ICT Environment (where this is within the control of the Supplier), including those that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness, such Supplier audit records shall include:

10.2.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent it is within the control of the Supplier). To the extent, the design of the ICT Environment allows, such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers;





- 10.2.2 regular reports and alerts giving details of access by users of the ICT Environment (to the extent that it is within the control of the Supplier) to enable the identification of changing access trends any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data; and
 - 10.2.3 security events generated in the ICT Environment (to the extent it is within the control of the Supplier) including account logon and logoff events, start and end of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 10.2 The Parties shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 10.3 The Supplier shall retain audit records collected in compliance with paragraph 10.1 for at least 6 months.





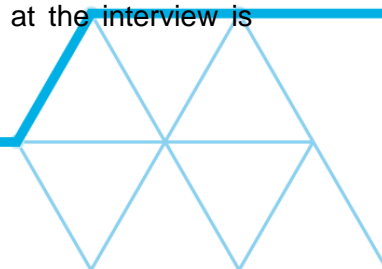
SCHEDULE 7 - PRISONS

ACCESS TO PRISONS

- 1 If Staff are required to have a pass for admission to an Authority Premises which is a prison, (a "**Prison**") the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Any member of the Staff who cannot produce a proper pass when required to do so by any member of the Authority's personnel, or who contravenes any conditions on the basis of which a pass was issued, may be refused admission to a Prison or be required to leave a Prison if already there.
- 2 Staff shall promptly return any pass if at any time the Authority so requires or if the person to whom the pass was issued ceases to be involved in the performance of the Services. The Supplier shall promptly return all passes on expiry or termination of the Contract.
- 3 Staff attending a Prison may be subject to search at any time. Strip searches shall be carried out only on the specific authority of the Authority under the same rules and conditions applying to the Authority's personnel. The Supplier shall comply with Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005.
- 4 Searches shall be conducted only on the specific authority of the Authority under the same rules and conditions applying to the Authority's personnel and/or visitors. The Supplier shall comply with Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and PSI 67/2011.

SECURITY

- 5 Whilst at Prisons Staff shall comply with all security measures implemented by the Authority in respect of staff and other persons attending Prisons. The Authority shall provide copies of its written security procedures to Staff on request. The Supplier and all Staff are prohibited from taking any photographs at Prisons unless they have Approval and the Authority's representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without Approval.
- 6 The Authority may search vehicles used by the Supplier or Staff at Prisons.
- 7 The Supplier and Staff shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible for security matters on the Authority's behalf, and when required by the Authority shall:
 - 7.1 take all reasonable measures to make available for interview by the Authority any members of Staff identified by the Authority, or by a person who is responsible for security matters, for the purposes of the investigation. Staff may be accompanied by and be advised or represented by another person whose attendance at the interview is acceptable to the Authority; and





7.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind and in whatever form which may be reasonably required by the Authority, or by a person who is responsible for security matters on the Authority's behalf, for the purposes of investigation as long as the provision of that material does not prevent the Supplier from performing the Services. The Authority may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

OFFENCES AND AUTHORISATION

8 In providing the Services the Supplier shall comply with PSI 10/2012 (Conveyance and Possession of Prohibited Items and Other Related Offences) and other applicable provisions relating to security as published by the Authority from time to time.

9 Nothing in the Contract is deemed to provide any "authorisation" to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.





SCHEDULE 8 – STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

1 What the Authority expects from the Supplier

- 1.1 In September 2017, Her Majesty's Government published a Supplier Code of Conduct (the "**Code**") setting out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-3_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf

- 1.2 The Authority expects the Supplier and its Sub-Contractors to comply with their legal obligations, in particular those set out in Part 1 of this Schedule 8, and to meet the standards set out in the Code as a minimum. The Authority also expects the Supplier and its Sub-Contractors to use reasonable endeavours to comply with the standards set out in Part 2 of this Schedule 8.

PART 1 Statutory Obligations

2 Equality and Accessibility

- 2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3 Modern Slavery

- 3.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

- (a) the MSA; and
- (b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

- 3.2 The Supplier shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;





- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- (c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract;
- (e) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline; and
- (f) implement a system of training for its employees to ensure compliance with the MSA including highlighting to its employees the existence and contact details of the Modern Slavery Helpline.

3.3 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the MSA and all analogous legislation in place in any part of the world;
- (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
- (c) neither the Supplier nor any of its Sub-Contractors, nor any other persons associated with it:
 - i) has been convicted of any offence involving slavery and trafficking; or
 - ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

3.4 The Supplier shall notify the Authority as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
- (b) any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.

3.5 If the Supplier notifies the Authority pursuant to paragraph 3.4 of this Schedule 8, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

3.6 If the Supplier is in Default under paragraphs 3.2 or 3.3 of this Schedule 8 the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

4 Income Security





4.1 The Supplier shall:

- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
- (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
- (c) not make deductions from pay:
 - (i) as a disciplinary measure;
 - (ii) except where permitted by Law and the terms of the employment contract; and
 - (iii) without express permission of the person concerned
- (d) record all disciplinary measures taken against Staff.

5 Working Hours

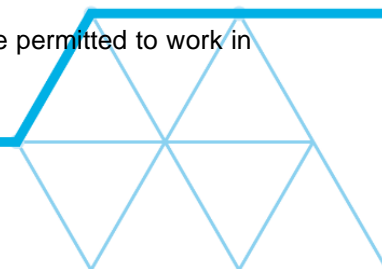
5.1 The Supplier shall ensure that:

- (a) the working hours of Staff comply with the Law, and any collective agreements;
- (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
- (c) overtime is used responsibly, considering:
 - (i) the extent;
 - (ii) frequency; and
 - (iii) hours worked;
- (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1(c);
- (d) working hours do not exceed 60 hours in any seven-day period unless:
 - (i) it is allowed by Law;
 - (ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
 - (iii) appropriate safeguards are taken to protect the workers' health and safety; and
 - (iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
 - (i) 1 day off in every 7-day period; or
 - (ii) where allowed by Law, 2 days off in every 14-day period.

6 Right to Work

6.1 The Supplier shall:

- (a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and;





- (b) notify the authority immediately if an employee is not permitted to work in the UK.

7 Health and Safety

7.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while at the Supplier's Premises.

7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Supplier's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

8 Welsh Language Requirements

8.1 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Services.

9 Fraud and Bribery

9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

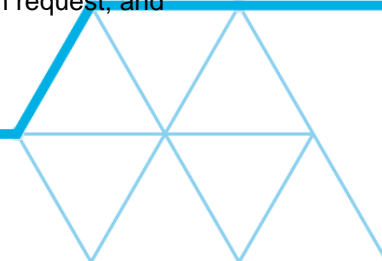
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

9.2 The Supplier shall not during the Term:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

9.3 The Supplier shall, during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
- (c) keep appropriate records of its compliance with its obligations under paragraphs 9.3(a) 9.3(b) and make such records available to the Authority on request; and





- (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017.
- 9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the Staff have:
 - (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.
- 9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.
- 9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:
 - (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.
- 9.7 Any notice served by the Authority under paragraph 9.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

PART 2 Corporate Social Responsibility

10 Zero Hours Contracts

- 10.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.
- 10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:
 - (a) whether an individual is an employee or worker and what statutory and other rights they have;
 - (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and
 - (c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

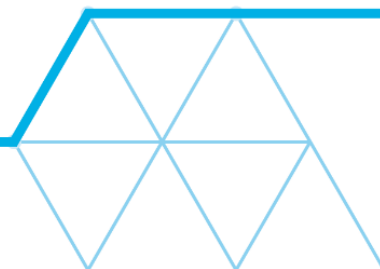
11 Sustainability

- 11.1 The Supplier shall:





- (a) comply with the applicable Government Buying Standards;
- (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Services;
- (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities; and
- (d) perform its obligations under the Contract in a way that:
 - (i) supports the Authority's achievement of the Greening Government Commitments;
 - (ii) conserves energy, water, wood, paper and other resources;
 - (iii) reduces waste and avoids the use of ozone depleting substances; and
 - (iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.





SCHEDULE 9 – DATA PROCESSING

1. The contact details of the Authority's Data Protection Officer are: data.compliance@justice.gov.uk, Privacy@justice.gov.uk **or** Data Protection Officer, 102 Petty France, SW1H 9AJ - 10 South Colonnade, Canary Wharf, London, E14 4PU
2. The contact details of the Supplier's Data Protection Officer are: **Data Protection Officer ADDRESS**,
3. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
4. Any such further instructions shall be incorporated into this Schedule 9.

Part A – Offender Personal Data

| Description | Details |
|---------------------------------------|---|
| Subject matter of the processing | <p>Any data produced or processed by virtue of the delivery of the Services under this Contract. Specifically, the Supplier will receive a range of referral details about offenders in order to consider residential placement in the AP.</p> <p>Following the referral assessment, and if placement is agreed, the supplier will utilise the referral data to inform offender support, rehabilitation and risk management.</p> <p>The processing need is therefore to ensure that the Supplier can appropriately determine a rehabilitative and risk management framework to effectively deliver the contractual service safely and effectively.</p> |
| Duration of the processing | Processing of Offender Personal Data is for the Term of this Contract; from Service Commencement until the Expiry Date or Termination Date, whichever falls earlier. |
| Nature and purposes of the processing | <p>The purpose of the processing is, as per the Contract; to provide accommodation and support services to offenders, as referred to the Supplier by the Authority</p> <p>The nature of the processing under this contract includes but is not limited to processing referrals to the Supplier, case management, delivering purposeful interventions, risk management referrals to other agencies, statutory reporting, collection, recording, organisation, structuring, storage, adaptation or, alteration, retrieval, consultation, use of, disclosure, transmission, dissemination or otherwise, making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) or Personal Data for the purpose of delivering the Services under this Contract.</p> |



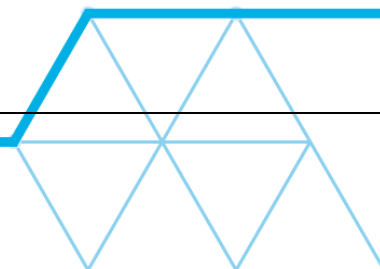
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|--|--|
| Type of Personal Data being Processed | <p>As per the referral form, including:</p> <ul style="list-style-type: none">• Name• DOB• Unique identification number• Prison number• AP address and information (eg room number)• Current/previous accommodation address (potentially including prison address)• Rent/housing arrears information• National insurance number• Offence information – including possible previous conviction information and licence information• Telephone numbers• Educational information (including SEN where relevant)• Risk assessment, social work reports, Pre Sentence /Parole Reports NPS records, case records and incident reports• Healthcare records• Substance misuse history• Images• Ethnicity• Religious belief• Sexual orientation• Gender identity• Disability• Legal status (e.g. remanded, convicted or awaiting sentence)• Release/sentence dates• LAC status• Parental status• Preferred communication• Responsible Local Authority• Personal testimony• Voice Recordings (subject to security clearance)• Armed forces service history |
| Categories of Data Subject | Referral group only – offenders referred and/or then resident with the Supplier. |
| <p>Plan for return and destruction of the data once the processing is complete</p> <p>Unless requirement under union or member state law to preserve that type of data</p> | <p>Offender Personal Data is returned or destroyed according to the following timescales:</p> <p>a) Referral data: Offender Personal Data (insofar as it is held in addition to, or outside the Authority System) received from the Authority on referral is retained by the Supplier for the duration of the offender's stay after which it is deleted. For referrals that are not accepted into the services the Supplier deletes the Offender Personal Data within 6 months of initial referral.</p> |



| | |
|--|---|
| | <p>The Supplier will manage a system whereby they are able to identify rejected referrals which have reached the retention period limit, at which point the documents will be destroyed.</p> <p>b) Ongoing case management data (including care plans): All Offender Personal Data created by the Supplier during the course of the Contract is retained for 6 years after the offender's departure.</p> <p>The Supplier will manage a system whereby they are able to identify archived case management data that has reached the retention period limit, at which point the documents will be destroyed.</p> |
|--|---|

Part B – Authority Data

| Description | Details |
|---------------------------------------|--|
| Subject matter of the processing | Any data produced or processed by virtue of the delivery of the Services under this Contract, that is not considered Offender Personal Data as outlined above in Part A but required to ensure the Supplier can appropriately deliver its Services under Contract. |
| Duration of the processing | Processing of Authority Data is for the Term of this Contract; from Service Commencement until the Expiry Date or Termination Date, whichever falls earlier. |
| Nature and purposes of the processing | <p>The purpose of the processing is, as per the Contract; to provide accommodation and support services to offenders, as referred to the Supplier by the Authority.</p> <p>The nature of the processing under this contract includes but is not limited to processing referrals to the service, case management, delivering purposeful interventions, risk management referrals to other agencies, statutory reporting, collection, recording, organization, structuring, storage, adaption, alteration, retrieval, consultation, use of, disclosure, transmission, dissemination or otherwise, making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) or Personal Data for the purpose of delivering the Services under this Contract.</p> |
| Type of Personal Data being Processed | <p>This could include personal data relating to Authority staff or other professionals, processed in the delivery of services and is not individual Offender Personal Data. A reason for such processing could be in compliance with general communication obligations under the Contract, or potential enforcement or incident management scenarios involving individuals other than the offender. This could include:</p> <ul style="list-style-type: none">• Name• DOB• Work address• Telephone numbers |





| | |
|---|---|
| | <ul style="list-style-type: none">• Personal or professional email addresses or other contact information• Security information (finger prints, CCTV footage etc)• Ethnicity• Religious belief• Sexual orientation• Gender identity• Disability• Personal testimony• Voice Recordings |
| Categories of Data Subject | Authority staff, other professionals or individuals processed in the delivery of Services in relation to the case management of a referred offender. |
| Plan for return and destruction of the data once the processing is complete Unless requirement under union or member state law to preserve that type of data | <p>Such personal data created or processed by the Supplier during the course of the Contract is retained for 6 years after contract expiry.</p> <p>The Supplier will manage a system whereby they are able to identify such archived data that has reached the retention period limit, at which point the documents will be destroyed.</p> |

Part C – Staff Personal Data

| Description | Details |
|---------------------------------------|---|
| Subject matter of the processing | Any Staff Personal Data processed by the Authority by virtue of the delivery of the Services under this Contract, that is not considered Offender Personal Data as outlined above in Part A or Authority Data as at part B above. |
| Duration of the processing | Processing of Staff Personal Data is for the Term of this Contract; from Service Commencement until the Expiry Date or Termination Date, whichever falls earlier. |
| Nature and purposes of the processing | <p>The purpose of the Authority processing Supplier Staff Personal Data would be as per the Contract and may involve the Authority exercising their rights of assurance and governance of the Contract.</p> <p>The nature of the processing under this contract includes but is not limited to, processing Supplier Staff Personal Data when reviewing vetting information, responding to PQs or FOIs, investigating incidents or contractual compliance issues, statutory reporting, collection, recording, organization, structuring, storage, adaption, alteration, retrieval, consultation, use of, disclosure, transmission, dissemination or otherwise, making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) or Personal Data for the purpose of assuring and managing the delivery of Services under this Contract.</p> |

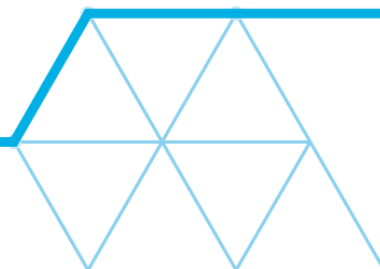


| | |
|--|--|
| Type of Personal Data being Processed | <p>This could include Personal Data relating to Supplier Staff processed in the delivery of Services and is not individual Offender Personal Data. This could include:</p> <ul style="list-style-type: none">• Name• DOB• Current/previous accommodation address• National insurance number• Telephone numbers• Healthcare records• Substance misuse history• Images• Ethnicity• Religious belief• Sexual orientation• Gender identity• Disability• Parental status• Preferred communication• Personal testimony• Voice Recordings (subject to security clearance)• Armed forces service history• Security information (finger prints, CCTV footage etc) |
| Categories of Data Subject | Supplier Staff, involved in the delivery of services under this Contract. |
| <p>Plan for return and destruction of the data once the processing is complete</p> <p>Unless requirement under union or member state law to preserve that type of data</p> | Such personal data processed by the Authority during the course of the Contract is retained for 6 years after contract expiry. |





SCHEDULE 10 – NOT USED



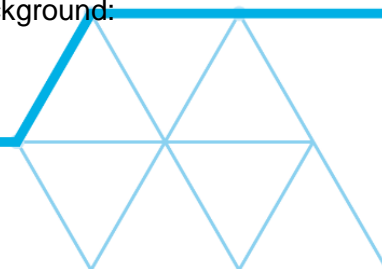


SCHEDULE 11 – POLICIES

1.1 In delivering the Services under this Contract the Supplier is to comply with the below detailed policies, as updated from time to time:

| | Policy | Supplier obligation |
|-----------|--|---|
| 1 | AP Bedroom Specification | <u>Schedule 1 Section 9.2</u> |
| 2 | AP Entry & Exit Survey Process v2 and template | Schedule 1 Section 4.2 |
| 3 | AP Policy Statement 2018 | Schedule 1 Section 2.3 |
| 4 | AP Safer Working Practices | Schedule 1 Section 3.2 and 4.2 |
| 5 | AP Serious Incident Reporting Form v1.5 | Schedule 1 Section 5.12 |
| 6 | AP Serious Incident Reporting Guidance v2.1 | Schedule 1 Section 5.12 |
| 7 | AP Security Site Assessment Framework Template | Schedule 1 Section 8.3 |
| 8 | AP Technical Design Guide | Schedule 1 Section 9 |
| 9 | CRI022 – National Delius Case Recording Instructions – Approved Premises | Schedule 1 Section 6.1 and Schedule 11A Section 4.1.2.3 |
| 10 | E3 Operating Model – APs – Supplementary information | Schedule 1 Section 3.3, 7.4 and 7.5 |
| 11 | Engaging with Digital Technology – Dom1 | Schedule 1 Section 6.4 |
| 12 | HMPPS Equality & Diversity Strategy | Schedule 1 Section 4.2 |
| 13 | MAPPA Guidance | Schedule 1 Section 5.5 |
| 14 | MOJ and HMPPS Microsoft 365 User Agreement | Schedule 1 Section 6.4 |
| 15 | National AP Referral Form Guidance | Schedule 1 Section 5.1 and 5.2 |
| 16 | NPS EQuIP Doc 654 Level 11471 | Schedule 1 Section 3.1 and 5.5 |
| 17 | NPS EQuIP processes | Schedule 1 Section 3.1 and 5.5 |
| 18 | Purposeful Activity Instruction v4 | Schedule 1 section 3.4 and 4.3 |
| 19 | Probation Instruction (PI) 09/2009 Medication in Approved Premises | Schedule 1 section 9.1(d) |
| 20 | Probation Instruction (PI) 32/2014 Approved Premises & appendix A – Approved Premises Manual | Schedule 1 Section 3.2 |
| 21 | Professional Judgement and Approved Premises Guidance | Schedule 1 Section 5.8.2 |
| 22 | Training Guide | Schedule 1 Section 7.7 |

1.2 In delivering the Services under this Contract the Supplier's attention is drawn to the below legislation, policy or documents to provide contextual information and background:





| | |
|----|---|
| 1 | Care and Support Statutory Guidance issued under the Care Act 2014; chapter 17: Prisons, Approved Premises and Bail Accommodation (DH, October 2014) https://www.gov.uk/government/publications/care-act-statutory-guidance/care-and-support-statutory-guidance |
| 2 | Criminal Justice Acts and Offender Rehabilitation Act Offender Rehabilitation Act 2014 (legislation.gov.uk) |
| 3 | Guidance on Referring FNOs to APs pi-32-2014-annex-a-approved-premises-manual |
| 4 | HMPPS Business Strategy – Shaping our future HMPPS Business Strategy: Shaping Our Future - GOV.UK (www.gov.uk) |
| 5 | Interim-Guidance-Women Sex Offenders March19.docx See doc entitled interim guidance March 19 |
| 6 | National Standards for the Management of Offenders for England and Wales (2015) National Standards for the Management of Offenders: Practice Framework - GOV.UK (www.gov.uk) |
| 7 | Probation Instruction (PI) 18/2014 Information Assurance Probation instructions (PIs) - GOV.UK (www.gov.uk) |
| 8 | Probation Instruction 11/2015 Adult Social Care Probation instructions (PIs) - GOV.UK (www.gov.uk) |
| 9 | AI 2016-06 – Adult social care Probation instructions (PIs) - GOV.UK (www.gov.uk) |
| 10 | PI 2013-05 - Managing Terrorist and Extremist Offenders in the Community Probation instructions (PIs) - GOV.UK (www.gov.uk) |
| 11 | PSI 2014-05 – Safeguarding of children and vulnerable adults Probation instructions (PIs) - GOV.UK (www.gov.uk) |
| 12 | PSI 2014-40 – Mandatory use of Visor Probation instructions (PIs) - GOV.UK (www.gov.uk) |
| 13 | PSI 2015-16 – Adult Safeguarding In Prison Probation instructions (PIs) - GOV.UK (www.gov.uk) |
| 14 | PSI 2015-17 – Prisoners Assisting Other Prisoners Probation instructions (PIs) - GOV.UK (www.gov.uk) |
| 15 | PSI 2016-03 – Adult social care Probation instructions (PIs) - GOV.UK (www.gov.uk) |
| 16 | PSI 2016-18 – Public Protection Manual Probation instructions (PIs) - GOV.UK (www.gov.uk) |
| 17 | Women-Convicted-of-Sexual-Offending-Notice-March-2019.docx See doc with same title |





SCHEDULE 12A – PERFORMANCE MECHANISM

1. Introduction

- 1.1. In order for the Authority to assure itself of the performance of this Contract, a range of different mechanisms, detailed in this Schedule 12A, have been established for the Supplier to comply with.
- 1.2. The Supplier shall provide to the Authority performance information as detailed in this Schedule and under the Contract, together with any further performance information deemed necessary by the Authority.
- 1.3. Regardless of the information reporting detailed under the Contract and this Schedule 12A, the Supplier shall provide a report in accordance with clause 4.1.3.2 of this Schedule to the Authority detailing any issues of concern or matters which may become of ministerial interest or may have media interest upon becoming aware of such matters, or upon the Authority's request.

2. Key Performance Indicators

- 2.1 The Authority has identified a number of Key Performance Indicators ("KPIs"), listed at Annex A to this Schedule 12A. The order in which the KPIs appear does not indicate relative priority.
- 2.2 The KPIs relate solely to the Supplier's performance in respect of the relevant obligations. Absence of a KPI for any other aspect of the Supplier's obligations under this Contract does not mean that the Supplier has no responsibility or liability for poor performance in those areas.
- 2.3 The Supplier may request the Authority excuses them from reporting or achieving a specific KPI if it has been demonstrated, to the reasonable satisfaction of the Authority, that the relevant case is a direct result of an "Excusing Cause" out of the Suppliers control.

3. Key Performance Indicators Review

- 3.1 The Authority may at any time, but no more than once in each year of the Contract, replace any KPI in this Schedule 12A with another KPI measure, on a reasonable like for like basis, so that the Performance Mechanism accruing for each single occurrence of the new KPI will be the same as the KPI being replaced
- 3.2 The KPI will be reviewed in consultation between the Authority and Supplier prior to the end of the 12 months from the Service Commencement Date and annually thereafter. The review shall aim to ensure that the KPIs reflect the Services to be delivered during the next year of the Contract and that they take into account any variations and/or changes to the Authority's policy, where appropriate, to ensure that a high standard of service is being provided. Any changes will be conducted in line with Clause F4 (Change).
- 3.3 The review will aim to set reasonable and challenging targets for the Service using KPIs which reflect both the visions, goals and values adopted from time to time by the Authority and the ability of Authority to properly establish that a high standard of Services is being provided.

4. Reports, records and Management Information

INTRODUCTION





- 4.1 The objective of this Schedule 12A is to set out the Authority's requirements for the detail and provision of Management Information, reports, records and other information from the Supplier, including the timing and process of delivery.
- 4.2 This Schedule 12A is without limitation to the Supplier's obligation to promptly provide to the Authority any other information and/or reports required under this Contract or otherwise requested from time to time.

MANAGEMENT INFORMATION

- 4.3 The Supplier shall provide to the Authority the Management Information in accordance with the timescales set out this Contract, and where otherwise requested by the Authority from time to time, promptly, and in any event within two (2) Working Days, of request.
- 4.4 The Authority may make reasonable changes to the format and frequency in which the Management Information must be provided through the Mobilisation and Transition Period and thereafter by giving the Supplier one (1) Months' written notice. Such changes may be made at the Authority's discretion. The Supplier shall effect such changes at no cost to the Authority unless the Supplier can reasonably identify that the provision of the requested change to the Management Information materially impacts the resource required to produce such amended format or frequency. In such cases, the Supplier will notify the Authority of such potential impact and the Authority will consider the impact and either adjust their request to reduce the impact on resource or refer the request to the process set out in Clause F4 (Change).
- 4.5 The Supplier is required to maintain accurate service user information on NDelius in line with the National Delius Case Recording Instructions CRI022 (as found at Schedule 10 Policies).
- 4.6 The Suppliers shall ensure that the information on NDelius is current and accurate by close of business on working day 10 as this information will form the basis of the monthly dashboard report.

REPORTS

- 4.7 The Supplier shall prepare and issue reports in accordance with the Reporting Requirements as set out in Annex C to this Schedule 12A. The Parties shall agree in writing the format of the reports and any detail specifically required (other than that already set out in this Contract) during the Transition Period, such agreement not to be unreasonably withheld or delayed.
- 4.8 In addition to Paragraph 4.7, the Supplier shall promptly, and in any event within two (2) Working Days of request provide to the Authority reports which set out:
 - a) areas of concern relating to the provision of the Services and of matters that may become of ministerial interest and/or may have media interest. This includes, but is not limited to, Parliamentary questions, FOIA requests and any other requests for information from third parties; and
 - b) information to fulfil the Authority's obligations to supply information for Parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General, and in preparing such reports, the Supplier shall include such information as the Authority may reasonably request.
- 4.9 The Parties may agree to incorporate a number of reports into a single report (such agreement not to be unreasonably withheld or delayed).
- 4.10 The Authority may, from time to time, reasonably request the Supplier produces reports outside of the frequency shown in Annex C to this Schedule 12A and/or produce reports other than those



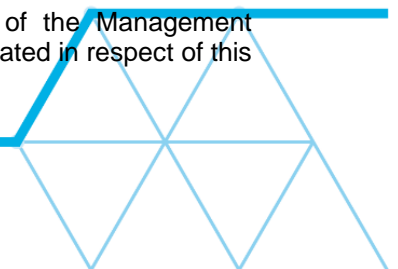
referred to in this Contract and the Supplier shall provide such reports to the Authority, at its cost, in the timeframe requested by the Authority. The Authority agrees to act reasonably when making requests under this Paragraph 4.10.

RECORDS

- 4.11 In accordance with but not limited to, clause F5 (Audit) the Supplier shall keep full, true and accurate records, accounts, books, data, documents, equipment and other information and property relevant to the performance of the Services (whether in electronic format or otherwise) as may be reasonably required to show the Supplier's compliance with its obligations under this Contract, the Services provided and the charges paid under this Contract (including those set out in Annex B to this 012A and otherwise required to be kept under this Contract).
- 4.12 The Supplier shall keep the records and accounts it maintains under this Contract in accordance with Good Industry Practice, in chronological order and in a form that is capable of audit.
- 4.13 The Supplier shall ensure that the Management Information and any other records, accounts reports, data and information it is required to maintain or provide to the Authority under this Contract is:
- a) compatible with the systems used by the Authority and is in a form that the Authority is able to access, download, read, print and analyse; and
 - b) is fully auditable such that the Authority can understand when and by whom amendments and changes have been made.
- 4.14 The Supplier shall comply with the 6-year retention of records and accounts obligations as at clauses F3.3 and F5.1 and Schedule 9 of this Contract and any other retention of records policy which the Authority may make available to the Supplier at its discretion from time to time on written notice to the Supplier. The Supplier agrees to effect non-material changes (such as changes to categories of data held) at no additional cost to the Authority. However, if a material change (such as the addition of more than one year to the retention period required to retain the records and accounts) is requested then this will be managed under Clause F4 (Change).
- 4.15 Wherever practical, the Supplier shall retain original records. True copies of the original records may be kept by the Supplier where it is not practicable to retain original records.
- 4.16 The Supplier agrees that should it be uncertain as to when records and other information should be deleted or disposed of in accordance with the Retention Period it shall not delete or dispose of such information or records until it has consulted with the Authority.
- 4.17 The Supplier shall determine if there are any legislative or other requirements which would necessitate certain records to be retained for longer and, in such event, shall refer the matter to the Authority for its consideration.

ACCESS

- 4.18 Upon request, the Supplier shall promptly, and in any event within two (2) Working Days of request:
- a) make available to the Authority the Management Information, reports and records required under this Contract and all of the underlying data and documents that support any of them; and
 - b) answer any questions that the Authority may have in respect of the Management Information, reports and records made available under and/or generated in respect of this Contract.





5. Improvement Notices

- 5.1 The Authority may issue a notice (an 'Improvement Notice'), bringing this to the attention of the Supplier, if at any time the Authority considers in its reasonable opinion that;
- a) the Supplier failed to operate in accordance with the Contract;
 - b) a Default by the Supplier occurs, or;
 - c) service performance in respect of any KPI is below the Improvement Plan Threshold;
- 5.2 The Authority may issue an Improvement Notice concerning any aspect of the provision of the Services whether or not these are related to KPIs.
- 5.3 An Improvement Notice shall state:
- (A) the area of Reduced Performance (which may include the nature and dates on which the occurrences of failure were recorded or took place); and
 - (B) any other supporting information which the Authority considers to be relevant.

6. Improvement Plan

- 6.1 Within seven (7) Working Days of the date of issue of an Improvement Notice the Supplier shall deliver to the Authority a plan (the "Improvement Plan") in respect of the area(s) of Reduced Performance which shall:
- i) provide an explanation of the causes of the Reduced Performance;
 - ii) identify the actions (the 'Improvement Actions') needed to remedy the Reduced Performance identified in the Improvement Notice and prevent its re-occurrence;
 - iii) set out:
 - (1) the Supplier's proposals for carrying out the Improvement actions;
 - (2) a programme for undertaking such actions;
 - (3) the date by which such actions will be completed;
 - (4) identify any actions or consents required from the Authority, any Authority Related Party and/or any Agency to facilitate the Supplier's remedial actions; and
 - (5) specify proposed criteria for the purpose of auditing the completion of the remedial actions and resolution of the Reduced Performance.
- 6.2. Following receipt of an Improvement Plan, the Authority may (acting reasonably):
- a) agree it; or
 - b) reject it and require the Supplier to submit a revised Improvement Plan or issue an Outstanding Issues Notice within seven (7) Working Days of such rejection (or such other time as may be agreed by the Parties in writing).





- 6.3 Each Improvement Plan shall be sequentially numbered from a central register maintained by the Authority. In the event that a further unconnected circumstance occurs which results in the issue of a separate Improvement Notice, a separate Improvement Plan shall be raised and recorded in the central register under a separate sequential number.
- 6.4 The Supplier shall implement all the Improvement Actions by the date(s) specified in the Improvement Plan at no cost to the Authority.
- 6.5 An Improvement Plan shall remain open until the Improvement Actions identified therein have been completed in accordance with the agreed Implementation Plan to the Authority's satisfaction, whereupon it shall be closed.
- 6.6 A report on progress against each open Improvement Plan shall be provided at agreed intervals.
- 6.7 The Authority shall measure progress against an Improvement Plan, by auditing the completion of actions and requesting any information from the Supplier as reasonably required to assure itself of completion.
- 6.8 Where relevant, the Authority shall endeavour to procure any actions or consents identified in an Improvement Plan as required from an Authority Related Party or Agency. Where the Authority is unable to procure such compliance, and it is impossible for the Supplier to implement the Improvement Plan without such actions or consents, it may:
 - a. agree that the Supplier is no longer required to complete the remedial actions identified in the Improvement Plan for which such actions or consents are needed; or
 - b. agree with the Supplier a revised date for completion of the relevant remedial actions within the Improvement Plan; or
 - c. close the Improvement Plan and relieve the Supplier of the obligation to complete the relevant remedial actions identified in it; or
 - d. where the Parties agree it is not possible for the Supplier to meet the requirements of the Contract, execute a Contract Change in accordance with Schedule 3 (Change Mechanism).

7. Outstanding Issues Notice

- 7.1 Where the Supplier fails to submit a revised Improvement Plan, or the revised Improvement Plan is in the Authority's reasonable opinion unacceptable or where the Improvement Actions are carried out and completed but do not succeed in remedying the Reduced Performance identified in the Improvement Notice or in preventing its re-occurrence, the Authority may either:
 - A. issue a further Improvement Notice in respect of the same areas of poor performance; or
 - B. issue an Outstanding Issues Notice in accordance with this paragraph 7 ("Outstanding Issues Notice")
- 7.2 An Outstanding Issues Notice shall state:
 - A. any area of Reduced Performance (which may include the nature and dates on which the occurrences of failure were recorded or took place); and
 - B. any uncompleted Improvement Actions; or
 - C. the aspects in which the Improvement Plan is unacceptable





and the Parties shall in good faith attempt to resolve such Outstanding Issues.

- 7.3 If the Parties fail to reach an agreement in resolving the Outstanding Issues within fourteen (14) Working Days of the date of the Outstanding Issues Notice, or such other time as may be agreed by the Parties in writing, the Supplier will be at fault of a Material Breach.

8. Annual Service Delivery Plan

- 8.1 At least one (1) month prior to the Service Commencement Date and annually thereafter the Supplier shall provide to the Authority's Representative a plan (the "Annual Service Delivery Plan") to show how it will provide the Services in the next Contract Year.

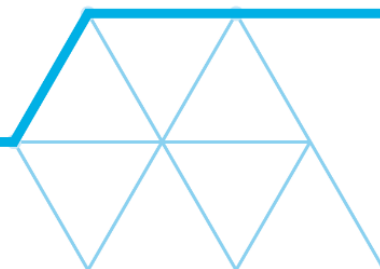
- 8.2 The Supplier shall ensure that each Annual Service Delivery Plan shall contain;

- a) the Operating Manual;
- b) the Supplier's proposed review dates for the Operating Manual;
- c) communication plans;
- d) utilisation rates of the Supplier's Staff used by the Supplier to provide the Services; and
- e) such other information as the Authority may reasonably request from time to time.

- 8.3 Within twenty (20) Working Days after receipt of the Annual Service Delivery Plan (ASDP) in respect of the first Contract Year, the Authority's Representative shall either:

- 8.3.1 confirm approval is given on the basis that the Authority is not aware of anything contained in the Annual Service Delivery Plan or Operating Manual that conflicts with the requirements of the contract, or;
- 8.3.2 reject the ASDP, specifying the grounds on which the rejection of the ASDP is based that must be attended to by the Supplier;

- 8.4 Following rejection of an ASDP the Supplier shall attend to such outstanding matters referred to by the Authority and shall deliver the revised Annual Service Delivery Plan to the Authority within ten (10) Working Days of the Authority notifying the Supplier of rejection;





Annex A

| Key Performance Indicator | Definition and Formula calculations | Measurement Tool | Target | Improvement Notice Threshold | Severity Levels |
|---------------------------|--|--|---------------------------|---|--|
| Bed Availability | Provision of XX Available Bed Spaces | Self-reported by Supplier | 100% Available Bed Spaces | 97% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period | Good = 100% Approaching Target = 99.1 % to 99.9% Requires Improvement = 90.1% to 99% Inadequate = Under 90% |
| Policy and Practice | All profiled and operational staff in the month access EQuIP a minimum of once in that month in order to ensure knowledge of AP policy and practice is continually updated | Authority EQuIP user reports | 100% | 90% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period insofar as the failure to access EQuIP is due to reasons within the Supplier's control | Good = 100% Approaching Target = 99.1 % to 99.9% Requires Improvement = 90.1% to 99% Inadequate = Under 90% |
| Purposeful Activity | All offenders receive 6 hours of purposeful activity sessions weekly in accordance with the intervention pathways and their sentence plan. | Self-reported by Supplier | 100% | 90% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period | Good = 100% Approaching Target = 99.1 % to 99.9% Requires Improvement = 90.1% to 99% Inadequate = Under 90% |
| Incident Reporting | Serious Incident/accident reporting guidance is followed and acted upon in each relevant case. AP staff must report all Serious Incidents via the completion and communication of the Serious Incident Reporting form as soon as possible after the incident but no later than 2 hours after the incident has occurred in accordance with the guidance. This remains applicable 24 hours a | Self-reported by Supplier Tracked by NAPT | 100% | 90% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period | Good = 100% Approaching Target = 99.1 % to 99.9% Requires Improvement = 90.1% to 99% Inadequate = Under 90% |



| | | | | | |
|----------------------------------|---|------------------------------------|------|--|--|
| | day including bank holidays. | | | | |
| Ongoing improvement | All residents to complete EXIT Satisfaction Surveys | Self-reported by Supplier | 70% | N/A | N/A |
| Continuous Occupancy Management | To accurately record referral and outcome details (acceptance/ rejection) in each case. | NDelius Hub Data | 100% | 90% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period | Good = 100% Approaching Target = 99.1 % to 99.9% Requires Improvement = 90.1% to 99% Inadequate = Under 90% |
| Resident Engagement/ Supervision | <ul style="list-style-type: none"> To induct within 24 hours of admission To allocate key worker within 24 hours of admission | NDelius Self-reported by Supplier. | 100% | 90% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period | Good = 100% Approaching Target = 99.1 % to 99.9% Requires Improvement = 90.1% to 99% Inadequate = Under 90% |
| Social Value | TBC | TBC | TBC | TBC | |





PERFORMANCE MANAGEMENT INFORMATION

1. The Supplier will ensure that they record details of each person referred to the Supplier as a potential Service User as set out in this Annex B. The Supplier and the Authority will agree (in good faith) those regular reports required (which may be specific to each record request or may use a combination of the below records) to support the provision of services hereunder.
 - 1.1 A unique reference for each Service User or Authority Case Management System Reference (where using Authority systems).
 - 1.2 *Name and title
 - 1.3 Date of birth
 - 1.4 Gender, including re-assignment
 - 1.5 PNC number (where applicable or known)
 - 1.6 Prison number or ~~Adelus number~~ Authority Case Management System reference
 - 1.7 National Insurance number (where known)
 - 1.8 Ethnicity including Authority ethnicity code
 - 1.9 Nationality
 - 1.10 Disability and type
 - 1.11 Religion or belief
 - 1.12 Sexual orientation
 - 1.13 Maternity / Pregnancy (status as applicable)
 - 1.14 Marital status (including civil partnership)
 - 1.15 Immigration status
 - 1.16 Military veteran
 - 1.17 Mental health need
 - 1.18 Gender including re-assignment
 - 1.19 Summary of offence
 - 1.20 Home area
 - 1.21 Names of referring establishment / court / CRC name / NPS division
 - 1.22 Referring organisation type
 - 1.23 Name of referrer
 - 1.24 Type of referral



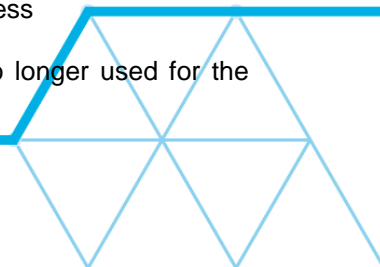


- 1.25 Accommodation
- 1.26 Person subject to tagging and Electronic Monitoring Supplier delivering (contingency for multiple)
- 1.27 Date of referral
- 1.28 Time of referral
- 1.29 Date of offer or rejection
- 1.30 Time of offer or rejection
- 1.31 Status of referral – in progress / on hold / allocated
- 1.32 Date of decision
- 1.33 Decision outcome
- 1.34 Domestic Abuse victim
- 1.35 Domestic Abuse potential perpetrator
- 1.36 Date of expected custodial release (as provided by the referrer where applicable)
- 1.37 Expected date of departure
- 1.38 Service User status – Allocated, Live-in service, Former Service User
- 1.39 Service User start date
- 1.40 Service User end date
- 1.41 Date Induction conducted
- 1.42 Date that “Duty to Refer” was recorded
- 1.43 Number of days in the Accommodation
- 1.44 Departure reason as per technical note
- 1.45 Accommodation Status at departure (Move-On outcome) as per technical note
- 1.46 Failure to arrive and resultant action
- 1.47 Date of “breachable” event
- 1.48 Date of breach action taken
- 1.49 Time of day breach action taken
- 1.50 Reports on any reported health and safety or other major reportable incident (in the Supplier’s reasonable discretion), including the incident report and any rectification measures taken post the incident occurring
- 1.51 Date of reportable incident occurring





- 1.52 Time of day of reportable incident occurring
- 1.53 Date reportable incident was reported
- 1.54 Time of day reportable incident was reported
- 1.55 Date(s) of evidenced weekly key work session(s) offered and delivered (date and time)
- 1.56 Details of key session(s) by Purposeful Activity contacts delivered (date and time), by Pathway, as per technical note
- 1.57 Local Authority
- 1.58 Accommodation and Bed Space identifier
- 1.59 Number of Bed Spaces by Accommodation
- 1.60 Total number of contractual Bed Spaces
- 1.61 Occupancy status of Bed Spaces at Accommodation being either:
 - 1.61.1 Vacant;
 - 1.61.2 Allocated but not yet occupied (including unique Service User reference number);
 - 1.61.3 Unavailable (including category);
 - 1.61.4 Occupied but Service User has overstayed (i.e. the Service User has stayed in the Accommodation beyond the duration of the relevant order or licence plus 7 calendar days);
 - 1.61.5 Occupied by Service User;
- 1.62 Unavailable Bed Space data
- 1.63 Date Bed Space not in use became not in use
- 1.64 Date Bed Space not in use became available to use.
- 1.65 Service charge level payable
- 1.66 Service charges collected
- 1.67 Service charge arrears
- 1.68 Accommodation where tighter referral conditions have been applied
- 1.69 Monthly Bed Space and Property Report Date Accommodation and Bed Space came into service
- 1.70 Full address and post code
- 1.71 Accommodation accessibility including wheelchair and other access
- 1.72 Date upon which the Accommodation and Bed Space were no longer used for the Service.





2. Finance

- 2.1 Details of income from HMPPS or other public-sector funding sources
- 2.2 Bad Debt Reconciliation Summary.
- 2.3 Discretionary discharge grants received and amount refunded for Service Users who did not use the Accommodation (discretionary discharge grants being an amount of money that may be given to a Prisoner by a Prison at its discretion prior to the Prisoner's release from Prison)
- 2.4 Open Book Accounts
- 2.5 Reconciliation of Supplier income, average Service Users per Bed Space.

3. Complaints

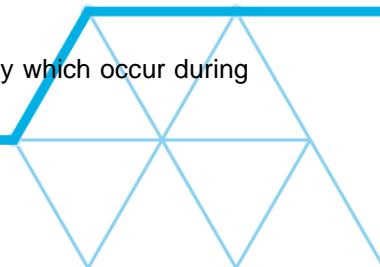
- 3.1 The number of complaints received, status and trends.
- 3.2 Full details of the outcome of each complaint received by the Supplier (both resolved and not resolved)

4. Quality Assurance

- 4.1 Full details of the Quality Assurance Arrangements the Supplier is delivering in respect of the Services including:
 - 4.1.1 processes in place;
 - 4.1.2 actions taken;
 - 4.1.3 outcomes arising;
 - 4.1.4 lessons learnt; and
 - 4.1.5 trend analysis.

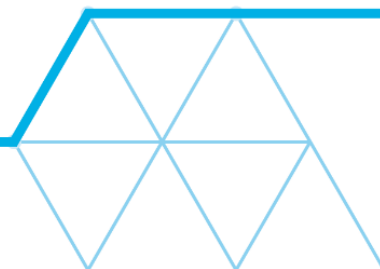
5. Other

- 5.1 the number of Supplier Personnel in post, vacancies and long-term absences against the Supplier's operating model.
- 5.2 details of Sub-contractors
- 5.3 Media interest – a list of media approaches, date and nature of approach
- 5.4 Promotional activity – all activity promoting the Services and all results in respect of such activity
- 5.5 Details of Major Incidents including full details of rectification action undertaken by the Supplier.
- 5.6 An accurate record of the Authority Materials at the Suppliers Premises and Accommodation;
- 5.7 A full record of all incidents relating to health, safety and security which occur during the Contract Period.





- 5.8 Any trade union concerns.
- 5.9 Any unexpected problems and emergencies resolved by the Supplier.
- 5.10 Details of proposed new Sub-contractors.
- 5.11 In respect of each of the types of Referrers, any variation in KPIS or Service Levels received by the respective Referrers (including Prisons and Courts).
- 5.12 Any problems arising in respect of the Services that would cause the Authority concern in meeting its obligations under the Equality Act 2010.
- 5.13 Details of any proposed Key Personnel changes. Planned or unplanned absentee covers including use of agency drivers.
- 5.14 Health and Safety, compliance with Fire Regulations, report on health and safety and fire equipment inspections, details of any hazards and injuries and claims for compensation, new legislation and new materials to be used that are governed by the Control of Substances Hazardous to Health (COSHH) regulations.
- 5.15 Failure by Sub-contractors to fulfil any obligations they may have under any Sub-contract.
- 5.16 Performance of the Supplier help/service desk.



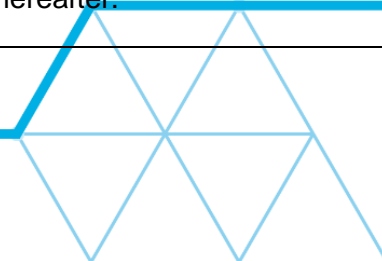




| <u>Reporting Requirements</u> | | | | |
|--|---|--|---|--|
| <u>Report Name & Content</u> | <u>Relevant Instructions/ Guidance</u> | <u>Regularity of Reporting</u> | <u>Method of Delivery to the Authority</u> | |
| Weekly MI upload | Each of the data strands set out in Annex B of this Schedule 12A Performance | Each Friday during the contract period | Via the Prison Probation Analytical Services Hub | |
| Resident Overview Report | Report detailing the months throughput of residents, risk levels, breach and recall information, any relevant supporting information about the management of offenders. | Monthly | By secure email to the relevant HoPP no later than working day five (5) of each calendar month. | |
| Independent Approved Premises Highlight Report | As per template in Schedule 11B (Governance) | Monthly | By secure email to the relevant HoPP no later than five (5) working days prior to the Contract Oversight Monthly Group Meeting. | |
| KPI Report | Supplier to breakdown scoring on KPIs set out in this Schedule 12A, Performance | Monthly | By secure email to the relevant HoPP no later than five (5) working days prior to the Contract Oversight Monthly Group Meeting. | |
| Staffing Report/Family Tree | A breakdown of staff in post vs any current vacancies. Including any exceptions to minimum staffing levels in the reported month. | Monthly | By secure email to the relevant HoPP no later than five (5) working days prior to the Contract Oversight Monthly Group Meeting. | |
| Contract Review and Delivery Report | As per template in Schedule 11B (Governance) | Quarterly | By secure email to the relevant HoPP no later than five (5) working days prior to the Contract Review and Delivery Quarterly Meeting. | |
| Accident and Incident Report | Report setting out any reportable accidents and incidents including relevant details and follow up information | Quarterly | By secure email to the relevant HoPP no later than five (5) working days prior to the Contract Review and Delivery Quarterly Meeting. | |
| Enabling Environments Progress Report | Report setting out the Suppliers progress against achieving accredited EE status | Monthly | By secure email to the relevant HoPP no later than five (5) working days prior to the Contract Oversight Monthly Group Meeting. | |

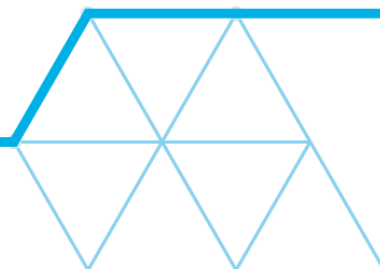


| | | | |
|--|--|-----------|--|
| Security Compliance Report | Report describing security controls, activities and outputs for the Services | Quarterly | By secure email to the relevant HoPP no later than one (1) month after the end of each quarter. |
| Business Continuity Plan | As per Schedule 13 Business Continuity Plan | Annually | By secure email to the relevant HoPP within thirty (30) working days from the Contract Start Date and annually thereafter. |
| Annual Service Delivery Plan | As per section 8 of this Schedule 12A Performance | Annually | By secure email to the relevant HoPP within one (1) month of the Service Commencement Date and annually thereafter. |
| Health, Safety & Fire Overview Report | Report detailing how the Supplier has delivered the services in compliance with H&S legislation including; Supplier policy, Risk Assessments, Incidents. | Annually | By secure email to the relevant HoPP on or before 30 th April of each contract year. |
| Food Hygiene Certification | Certificate. | Annually | By secure email to the relevant HoPP on or before 30 th April of each contract year. |
| Staff Vetting Qualifications | Evidence of staff vetting qualifications. | Annually | By secure email to the relevant HoPP within one (1) month of the Service Commencement Date and annually thereafter. |
| Staff Training Report | Report detailing all staffs completed and outstanding training. | Annually | By secure email to the relevant HoPP on or before 30 th April of each contract year. |
| Supplier Equality and Diversity Policy | Report detailing how the Supplier has delivered the Services against each of the protected characteristics set out in the Equality Act 2010 | Annually | By secure email to the relevant HoPP on or before 30 th April of each contract year. |
| Supplier Environmental Policy | Supplier Policy | Annually | By secure email to the relevant HoPP within one (1) month of contract award and annually thereafter. |
| Insurance Certificates | All certificates as set out in clause G1. | Annually | By secure email to the relevant HoPP within one (1) month of contract award and annually thereafter. |





| | | | | |
|-----------|---------------------------|--------------------------|-----------|--|
| Exit Plan | As per Schedule 13 (Exit) | As Schedule (Exit) | per 13 | By secure email to the relevant HoPP. |
|-----------|---------------------------|--------------------------|-----------|--|





SCHEDULE 12B – GOVERNANCE

1. GENERAL PRINCIPLES

- 1.1 This Schedule sets out the governance structure through which the Parties intend to manage their relationship. The Parties shall establish the following groups which are more fully described in this Schedule:
 - 1.1.1 Contract Review and Delivery Quarterly Group;
 - 1.1.2 Contract Oversight Monthly Group
 - 1.1.3 Change Control Procedure Group; and
 - 1.1.4 Mobilisation and Transition Progress Group
- 1.2 The governance structure shall be subject to periodic review and all Contract Changes in relation to the structure shall be agreed through the Change Control Procedure.
- 1.3 The governance arrangements set out in this Schedule 12B shall apply following the Services Commencement Date and during the Transition Period
- 1.4 Nothing in this Schedule shall prevent the Parties from referring a dispute to the Dispute Resolution Procedure.

2. GOVERNANCE RULES

- 2.1 Each of the Contract Review and Delivery Quarterly Group, Contract Oversight Monthly Group, Change Control Procedure Group and Mobilisation and Transition Group's shall, unless the Contract Review and Delivery Quarterly Group otherwise specifies, comply with the following rules of governance:
 - 2.1.1 the chair of each group will be appointed by the Authority;
 - 2.1.2 the chair will manage the proceedings of the meetings and issue all minutes of meetings;
 - 2.1.3 the secretariat for each group will be provided by the Authority and will be responsible for:
 - (a) generally, giving a minimum of 10 Working Days' notice to all proposed attendees of any meeting held pursuant to, and in accordance with, this Schedule 7 (stating the time and place of the meeting) unless the Parties agree that reduced notice is required for reasons arising from the urgency of the issues for discussion or attendee availability, in which case either Party may give as much notice of the meeting as is reasonably practicable to provide in the circumstances;
 - (b) proposing an agenda, attendees (including third parties where relevant) and duration for that meeting (which shall be agreed between the Parties' respective Senior Contract Managers or their agreed nominated representatives in writing prior to the meeting); and
 - (c) recording minutes of the meeting;





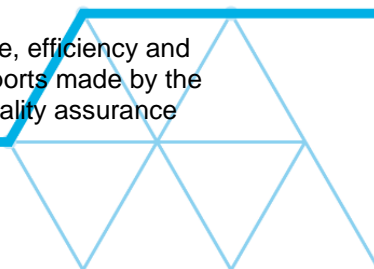
- 2.2 Each Party shall appoint representatives as members of the Contract Review and Delivery Quarterly Group, Contract Oversight Monthly Group, Change Control Procedure Group and Mobilisation and Transition Group.

3. CONTRACT REVIEW AND DELEIVERY QUARTERLY GROUP

- 3.1 The Parties shall establish a group to be responsible for account management and overseeing the overall success of the relationship between the Supplier and the Authority, and to demonstrate executive commitment (**Contract Review and Delivery Quarterly Group**).
- 3.2 The Group shall:
- 3.2.1 oversee the relationship between the Supplier and the Authority, facilitate positive working attitudes and approaches and provide strategic direction for the relationship;
 - 3.2.2 review and discuss the Improvement Plan(s), (if any) and the report the Supplier submits to the Authority Quarterly in respect of its performance of the Services against the contract;
 - 3.2.3 receive reports from the Supplier regarding the status of the Exit Plan and any issues associated with them;
 - 3.2.4 liaise with and receive reports from the Monthly Group and the Change Control Procedure Group and to consider and confirm decisions and actions to be taken (as applicable); and
 - 3.2.5 resolve significant issues escalated to it and/or the Dispute Resolution Procedure.
- 3.3 The first meeting of the **Contract Review and Delivery Quarterly Group** shall be no later than twenty (20) Working Days after Commencement Date. After that period, the **Contract Review and Delivery Quarterly Group** shall meet as frequently as necessary but not less than once every three Months.

4. CONTRACT OVERSIGHT MONTHLY GROUP

- 4.1 The Parties shall establish a group to be responsible for the day to day management of the relationship between the Supplier and the Authority for the provision of the Services (**Contract Oversight Monthly Group**).
- 4.2 The Contract Oversight Monthly Group shall meet once each Month or at any other intervals as the Parties may agree in writing but not less than once every Quarter. The first meeting shall be no later than twenty (20) Working Days after Service Commencement Date.
- 4.3 The Contract Oversight Monthly Group shall be responsible for:
- 4.3.1 monitoring the performance of the Supplier in delivering the Services including reviewing the report the Supplier submits to the Authority Monthly in respect of its performance of the Services against the KPI's;
 - 4.3.2 reviewing the levels at which the KPI's are set;
 - 4.3.3 discussing potential opportunities to improve the performance, efficiency and effectiveness of the Services including those arising from reports made by the Probation Inspector or Prison Inspector from time to time, quality assurance





reports, stakeholder surveys, the monitoring of the Management Information collected in accordance with Schedule 11A (Performance Mechanism) and the delivery of the Services;

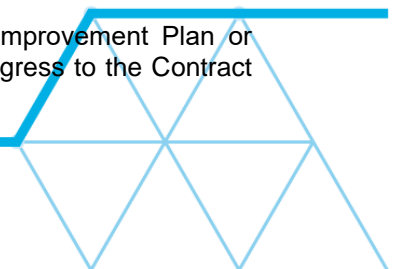
- 4.3.4 reviewing and discussing the Supplier's delivery of any Improvement Plan or Rectification Plan on which the Supplier shall report its progress to the Contract Oversight Monthly Group, as applicable;
 - 4.3.5 discussing and implementing any proposed Contract Change to this Contract in accordance with the Change Control Procedure where a Contract Change can be agreed and implemented without the need to convene the Change Control Procedure Group;
 - 4.3.6 identifying and agreeing measures to address recurring or material problems with the delivery of the Services; and
 - 4.3.7 providing the Quarterly Group TBC with an overview of the outcomes, highlighting any significant issues that need to be resolved and actions required.
- 4.4 The Authority's and the Supplier's respective Relationship Managers shall attend the Contract Oversight Monthly Group meeting when required to discuss any material changes to the way in which the Supplier provides the Services or any other changes that are planned to the Services.

5. CHANGE CONTROL PROCEDURE GROUP

- 5.1 The Parties shall establish a group to discuss any Contract Changes which may be required to this Contract from time to time (**Change Control Procedure Group**).
- 5.2 The Contract Change Procedure Group shall review each:
 - 5.2.1 Change Requests;
 - 5.2.2 Change Authorisation Notes; and
 - 5.2.3 Impact Assessment,

6. MOBILISATION AND TRANSITION GROUP

- 6.1 The Parties shall establish a group to be responsible for overseeing the Mobilisation and Transition Period (**Mobilisation and Transition Group**).
- 6.2 The Mobilisation and Transition Group shall meet fortnightly or at any other intervals as the Parties may agree in writing but not less than once every fortnight. The first meeting shall be no later than ten (10) Working Days after Commencement Date.
- 6.3 Mobilisation and Transition Group meetings shall take place until the Authority informs the Supplier that meetings are no longer required.
- 6.4 The Mobilisation and Transition Group shall be responsible for;
 - 6.4.1 reviewing progress of the Mobilisation and Transition Plan including the Suppliers progress on completion of milestones.
 - 6.4.2 reviewing and discussing the Supplier's delivery of any Improvement Plan or Rectification Plan on which the Supplier shall report its progress to the Contract Oversight Monthly Group, as applicable;





- 6.4.3 discussing and implementing any proposed Contract Change to this Contract in accordance with the Change Control Procedure where a Contract Change can be agreed and implemented without the need to convene the Change Control Procedure Group;
- 6.4.4 identifying and agreeing measures to address recurring or material problems with the delivery of the Services; and
- 6.4.5 providing the Quarterly Group TBC with an overview of the outcomes, highlighting any significant issues that need to be resolved and actions required.

7. EXIT GOVERNANCE

- 7.1 Section 4 of Schedule 13 (Exit) sets out the Governance requirements during the Exit Period.





SCHEDULE 13 – EXIT

1. INTRODUCTION

1. This Schedule, together with any approved Exit Plan, sets out the Parties' respective obligations and responsibilities with regard to the transfer of the Services from the Supplier to the Authority and/or Replacement Supplier(s).
2. The Parties agree the primary objective of this Schedule, together with any approved Exit Plan, is to ensure the smooth and efficient transfer of the Services (whether in whole or in a number of parts) to the Authority and/or Replacement Supplier(s).
3. The Supplier acknowledges and agrees that, upon termination or expiry, the Services may transfer to any or all of the Authority and/or Replacement Supplier(s).

2. EXIT RESOURCING

In readiness, and in any event at least six (6) weeks prior to, the of the commencement of the Exit Period:

- a. each Party shall appoint a suitably skilled and experienced Exit Manager who shall be responsible for, and dedicated to, co-ordinating and managing all aspects of each Party's obligations under the approved Exit Plan; and
- b. the Supplier shall procure that its Exit Manager shall be assisted by an appropriately skilled Exit Team who shall assist in all aspects of the Supplier's responsibilities and obligations with regard to the approved Exit Plan.

3. CHARGES FOR EXIT SERVICES

- 3.1 Subject to 3.2 below, the Parties agree that no charges, fees and/or other costs shall be payable to the Supplier by the Authority for the provision of the Exit Services (including where such additional Exit Services are required during the Exit Period), nor shall the Supplier seek to recover any of the same from the Replacement Suppliers.
- 3.2 Three months prior to the End Date, a maximum sum of £30,000 (to be indexed in line with the inflation figure applied to the Contract annually) is to be paid to the Supplier in consideration for their fulfilment of the obligations specified under Clause 18 of the Sub-lease (see Schedule 15). This amount will be subject to a reconciliation process at the end of the contract.

4. EXIT GOVERNANCE

- 4.1 During the Exit Period, the Supplier shall ensure that its necessary Personnel attend the governance meetings described in this Paragraph **Error! Reference source not found.**
- 4.2 The Authority may change the attendees and the frequency of any of the governance meetings set out in this Paragraph **Error! Reference source not found.** at any point during the Exit Period by notifying the Supplier in writing.
- 4.3 The Exit Project Board:
 - 4.3.1 shall be chaired by the Authority;
 - 4.3.2 shall be attended by:





- a) each Party's respective Exit Manager;
- b) each Party's senior representative responsible for exit; and
- c) any other representatives or other third party's the Authority may wish to invite, including senior representatives of the Replacement Supplier(s).

4.3.3 shall meet within one (1) week of the Exit Period and Monthly thereafter during the Exit Period at dates and times to be agreed between the Parties;

4.3.4 shall:

- a) monitor and oversee the Exit Services;
- b) review risks and issues and associated remediation and mitigation plans escalated to it from the Exit Working Group;
- c) consider requests by the Supplier to amend the Exit Plan(s) (whether in draft or in final form) and refer such requests to the Authority for Approval; and
- d) have reported to it by the Supplier achievement of the Exit Milestones.

4.4 The Exit Working Group:

4.4.1 shall be attended by:

- a) each Party's Exit Manager and members of the Exit Team with appropriate knowledge and expertise (including workstream leads and specialists); and
- b) a representative of any Replacement Supplier(s).

4.4.2 shall meet within one (1) week of the commencement of the Exit Period and weekly thereafter during the Exit Period at dates and times to be agreed by the Authority;

4.4.3 shall review:

- a) progress against the Exit Plan and Exit Milestones;
- b) consider risks and issues notified to it by either Party; and
- c) consider remediation and mitigation plans to address such risks and issues and, as appropriate, escalate such matters to the Transition Project Board.

5. DRAFT EXIT PLAN

5.1 The Supplier shall, within the first six (6) Months of the Commencement Date, prepare a detailed draft Exit Plan in respect of the transfer of the Services to the Authority and/or Replacement Supplier(s) for Approval by the Authority (such Approval not to be unreasonably withheld or delayed).

5.2 The draft Exit Plan shall include as a minimum:

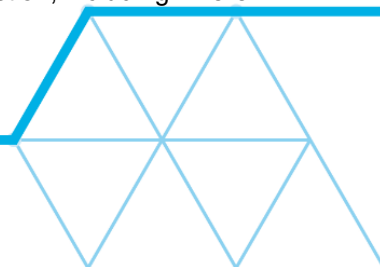




- 5.2.1 an outline timetable to ensure the orderly transfer of the Services, including anticipated Exit Milestones;
 - 5.2.2 a description of the anticipated Exit Services the Supplier shall provide to ensure the orderly transfer of the Services to the Authority and/or Replacement Supplier(s), including details of the processes, documentation, data transfer, systems migration and security related issues (including issues related to the security clearance of Supplier's Staff) in respect of and arising as a result of the transfer;
 - 5.2.3 in addition to that which is set out in Paragraph **Error! Reference source not found.**, a list of the types of information the Supplier shall provide during the Exit Period with an indicative timetable of when such information will be provided;
 - 5.2.4 details of which of the Supplier's Staff will or may transfer to the Authority and/or any Replacement Supplier(s), including an indicative timetable for the provision of information relating to Supplier's Staff engaged in providing the Services; and
 - 5.2.5 details of all final reports, audits and reconciliations to be carried out in relation to the Services, including those related to Service User records and outstanding charges.
- 5.3 As soon as reasonably practicable after the Supplier submits the draft Exit Plan to the Authority and in any event (unless otherwise agreed by the Parties) within ten (10) Working Days, the Parties shall meet in order to review the draft Exit Plan with a view to the Authority approving its contents (such Approval not to be unreasonably withheld or delayed).
- 5.4 If the Authority does not approve the draft Exit Plan, the Supplier shall amend the draft Exit Plan to take account of any reasonable suggestions made by the Authority and, subject to Paragraph **Error! Reference source not found.**, this Paragraph **Error! Reference source not found.** together with Paragraph **Error! Reference source not found.** shall be repeated until the Parties agree to the draft Exit Plan.
- 5.5 The Parties agree that the process set out in Paragraph **Error! Reference source not found.** and **Error! Reference source not found.** shall not be repeated any more than three (3) instances. If the draft Exit Plan is not approved by the Authority in such time-scale or the draft Exit Plan has not been approved by the Authority within eight (8) Months of the Commencement Date, the matter shall be referred to the Dispute Resolution Procedure.
- 5.6 Following Approval of the draft Exit Plan by the Authority, the Supplier shall, throughout the Contract Period at not less than once per Contract Year, review the draft Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Services. Any changes required to the draft Exit Plan prior to the commencement of the Exit Period must be approved by the Authority.

6 FINALISATION OF EXIT PLAN

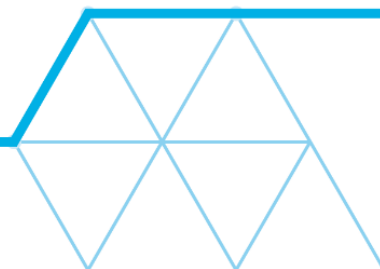
- 6.1 Within five (5) Working Days following the commencement of the Exit Period (or each Exit Period if this Contract is terminated in part), or such other date the Parties may agree in writing, the Supplier shall deliver to the Authority for Approval a detailed Exit Plan in final form that could be implemented immediately for the orderly, timely and efficient transfer of the Services (or part thereof) from the Supplier to the Authority and/or the Replacement Supplier(s).
- 6.2 The proposed final draft Exit Plan will be based on the approved draft Exit Plan that has been prepared and maintained under Paragraph **Error! Reference source not found.**, revised so that it reflects the particular requirements of the circumstances of the exit in question, including where





only part of the Services are expiring or are being terminated. Under the proposed final draft Exit Plan, the Supplier shall provide a level of information, assistance and commercial protection to the Authority which is no less than that provided under the draft Exit Plan prepared and maintained under Paragraph **Error! Reference source not found.**

- 6.3 The Authority agrees it shall provide, and shall direct any Replacement Supplier(s) to provide, any necessary information that the Supplier may reasonably request in order to enable the Supplier to finalise the Exit Plan.
- 6.4 As soon as reasonably practicable after the Supplier has submitted the proposed final draft Exit Plan to the Authority and, in any event, (unless otherwise agreed by the Parties) no later than five (5) Working Days after its submission, the Parties shall meet to review the final draft Exit Plan.
- 6.5 The Authority shall be entitled to invite any Replacement Supplier(s) to join the meeting held in accordance with Paragraph **Error! Reference source not found.** and the Supplier agrees it shall actively participate and co-operate with any Replacement Supplier(s) during such meeting(s). The Supplier shall promptly amend the proposed final draft Exit Plan to take account of any reasonable suggestions made by the Authority and/or any Replacement Supplier(s) and re-submit the proposed final draft Exit Plan to the Authority for Approval within five (5) Working Days (or such other period as the Parties may agree in writing) of that meeting.
- 6.6 If the Authority is unable to approve the proposed final draft Exit Plan within ten (10) Working Days of the date on which it was initially submitted to the Authority, the matter shall be referred to the Dispute Resolution Procedure. Until the agreement of the final draft Exit Plan, the Supplier shall provide the Exit Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).
- 6.7 In addition to those requirements set out in Paragraph **Error! Reference source not found.**, the final draft Exit Plan (or each final draft Exit Plan in the case the Services are expiring or being terminated in part) shall include:
- 6.7.1 where only part of the Services are being terminated or expiring, a description of those Services;
 - 6.7.2 the anticipated length of the Exit Period (which shall not exceed twelve (12) calendar Months from commencement of the Exit Period);
 - 6.7.3 the timetable for the transfer of the Services (or part thereof), including the Exit Milestones;
 - 6.7.4 details of the Exit Services the Supplier shall provide to the Authority and/or Replacement Supplier(s);
 - 6.7.5 details of the information and documentation to be provided by the Supplier to the Authority and any Replacement Supplier(s) to enable the successful transfer of the Services;
 - 6.7.6 the Deliverables arising from and in respect of the Exit Services;
 - 6.7.7 an impact assessment setting out the impact of:
 - a) the expiry or termination of the part of the Services on any remaining Services; and
 - b) the Exit Services upon the Services;





- 6.7.8 details of and roles and responsibilities in respect of Supplier's Staff that will perform the Exit Services;
 - 6.7.9 a timetable for the provision by the Supplier of information on any of its Staff who are in-scope to transfer with Services (or part thereof);
 - 6.7.10 details of any tasks to be performed by the Authority and/or any Other Supplier(s) which are reasonably necessary in order for the Supplier to perform its own obligations in respect of the Exit Services;
 - 6.7.11 the arrangements for the provision of reports detailing progress towards completion of all tasks comprising the Exit Services by reference to the Exit Milestones and any other timetables set out in the Exit Plan;
 - 6.7.12 the arrangements for the transfer of the Authority Materials and Deliverables to the Authority and/or (if so directed by the Authority) the Replacement Supplier(s) and/or any Other Supplier(s);
 - 6.7.13 a list of Supplier equipment and agreements which are relevant to the Services to which the Exit Services relate and the proposed arrangements to ensure those agreements are transferred, novated or assigned to the Authority, a Replacement Supplier(s) and/or Other Supplier(s) in a timely manner (if and as required by the Authority);
 - 6.7.14 the arrangements for the removal of Supplier equipment from the Accommodation to extent such Supplier equipment is not transferred to the Authority, Replacement Supplier(s) and/or Other Supplier(s) in accordance with this Schedule;
 - 6.7.15 a register of risks which may arise during the provision of the Exit Services and an explanation as to how those risks shall be mitigated;
 - 6.7.16 details as to how the Authority may verify completion of the Exit Services;
 - 6.7.17 details explaining the process of knowledge transfer to the Authority and any Replacement Supplier(s); and
- 6.8 Where the Services subject to the Exit Plan are to be transitioned to Replacement Supplier(s), if the Replacement Supplier(s) are not appointed by the time that the Exit Plan is approved by the Authority, upon the appointment of the Replacement Supplier(s), then the Parties and the Replacement Supplier(s) shall promptly meet to review the approved Exit Plan so the Authority may approve in writing any changes that are required to the Exit Plan, having regards to the methods, process and strategy to be used by the Replacement Supplier for the transfer of responsibility of the Services.
- 6.9 Following Approval of the final draft Exit Plan by the Authority, the Supplier shall, throughout the Exit Period, review the approved Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Exit Services and the Authority's own plans with regard to the transition of the Services (or part thereof) to the Authority and/or the Replacement Suppliers. Any changes required to the approved Exit Plan must be promptly submitted, via the Exit Project Board, to the Authority for Approval.

7 INFORMATION

- 7.1 The Supplier shall promptly, and in any event within two (2) weeks of the Authority's Approval of each Exit Plan, provide to the Authority (in such format as the it may reasonably require) an up-





to-date set of the records complied by the Supplier under this Contract and all other information necessary to enable an orderly, timely and efficient transfer of the Services (or part thereof) to the Authority and/or a Replacement Supplier(s), including those records maintained in accordance with 011 and a list of current work in progress, which contains:

- 7.1.1 a full and accurate description of the work;
- 7.1.2 all project records and status reports;
- 7.1.3 full and accurate details of uncompleted work and Deliverables; and
- 7.1.4 an accurate estimate of the time to be taken to complete the uncompleted work and Deliverables.

7.2 During the Exit Period, the Supplier shall promptly update the Authority and, where so directed, any Replacement Suppliers, each time there are any changes to the information which has been provided to the Authority and/or any Replacement Supplier(s) in accordance with this Paragraph **Error! Reference source not found..**

8 EXIT SERVICES

8.1 During the Exit Period, the Supplier shall:

- 8.1.1 provide Exit Services to the Authority in accordance with the approved Exit Plan(s) and this Contract;
- 8.1.2 continue to provide the Services to the Authority in accordance with this Contract, save to extent the Parties expressly agree otherwise in the approved Exit Plan(s); and
- 8.1.3 achieve each Exit Milestone by the associated Exit Milestone Date.

8.2 Subject to Paragraph **Error! Reference source not found.**, the Supplier shall ensure that the provision of Exit Services will not have any adverse effect on the continuity and quality of any other Services provided by the Supplier during the Exit Period.

8.3 The Supplier shall be responsible for the maintenance of all documents relating to the Exit Plan, including:

- 8.3.1 documents which track progress against the Exit Milestones; and
- 8.3.2 a register of risks and issues relating to the Exit Services.

8.4 Where the Supplier becomes aware of a risk or issue relating to the Exit Services, including an actual or anticipated delay to the completion of an Exit Milestone, it shall immediately notify the Authority in writing.

8.5 As soon as reasonably practicable and in any event within five (5) Working Days following a risk or issue being notified in accordance with Paragraph **Error! Reference source not found.**, the Supplier shall provide the Authority with:

- 8.5.1 a plan of action to mitigate any risks or issues identified in accordance with Paragraph **Error! Reference source not found.**; a rigorous timetable for implementing the plan of action to resolve the risk or issue;





- 8.5.2 an indication on whether any change to the Exit Milestones or associated Exit Milestone Dates is required to mitigate the risk or resolve the issue and any details relating to such change; and
- 8.5.3 a recommendation on whether or not escalation is required to the Exit Project Board.
- 8.6 During the Exit Period, the Supplier shall not, without the prior Approval of the Authority embark on any actions in respect of the Services that fall outside the ordinary course of business.
- 8.7 In addition to those Exit Services set out in the approved Exit Plan, the Supplier shall, to the extent applicable to the Services that the approved Exit Plan is in respect of:
- 8.7.1 provide to the Authority, the Replacement Supplier(s) and Other Supplier(s) any reasonable assistance requested to allow the Services to continue without interruption following the termination or expiry of this Contract (whether in whole or in part) and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or any Replacement Suppliers;
 - 8.7.2 provide knowledge transfer to the Authority and the Replacement Supplier(s) as reasonably required relating to the processes and procedures used by the Supplier in performing the Services and, any other information, procedures, methods, tools and systems and knowledge sharing which would enable the Authority and any Replacement Supplier(s) to operate and deliver services similar to the Services, subject to such terms as agreed between the Parties in the approved Exit Plan as to the scope of the knowledge transfer that is to take place, when it is to occur and which Staff are to be involved;
 - 8.7.3 provide clarification on any matter or issue upon which clarification is reasonably requested by the Authority and/or any Replacement Supplier(s) or proposed replacement supplier(s);
 - 8.7.4 allow the Authority's staff and the personnel of any Replacement Supplier(s) to shadow the Supplier's Staff;
 - 8.7.5 at the Authority's request and, subject to Paragraph 10.2 at no cost to the Authority and/or the Replacement Supplier(s) or Other Supplier(s), promptly transfer, novate or assign to the Authority or, if requested by the Authority, to the Replacement Supplier(s) and/or an Other Supplier(s):
 - a) any agreement between the Supplier and any third parties that are relevant to the receipt of the Services by the Authority (**Transferring Contracts**); and/or
 - b) any Supplier equipment,and, in doing so, execute such documents and provide such other assistance as the Authority may require to effect such transfer, novation or assignment; and
 - 8.7.6 where notified by the Authority that the Authority and/or any Replacement Supplier(s) or Other Supplier(s) require continued use of any Supplier Assets (and to the extent that, where the relevant Supplier Asset is within the scope of Paragraph 8.7.5, the Authority has not exercised its rights under that Paragraph), promptly procure, at no cost to the Authority and/or the Replacement Supplier(s) or Other Supplier(s), a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier(s) or Other Supplier(s)





to use such Supplier Assets (with a right of sub-licence or assignment on the same terms).

8.8 Where requested by the Authority, its Replacement Supplier(s) and/or Other Supplier(s), the Supplier shall provide all reasonable assistance to the Authority, its Replacement Supplier(s) and/or Other Supplier(s) to enable it to determine:

8.8.1 which Transferring Contracts and transferring Supplier equipment the Authority, its Replacement Supplier(s) and/or Other Supplier(s) require to be transferred in accordance with Paragraph **Error! Reference source not found.**; and

8.8.2 which Supplier Assets the Authority and/or any Replacement Supplier(s) or Other Supplier(s) require to be licensed in accordance with Paragraph **Error! Reference source not found.**

8.9 At the end of the Exit Period (or earlier if this does not adversely affect the performance or receipt of the Services and the Exit Services):

8.9.1 the Supplier shall return and/or transfer to the Authority:

(a) all of the Authority's Property (including equipment and assets) and any other property belonging to the Authority which is in the possession or control of the Supplier, the Supplier's Staff and any Sub-contractors (including access keys), which shall be returned in good working order (allowance made for reasonable wear and tear); and

(b) all of the Authority Data, Information Assets, Personal Data, Intellectual Property Materials, the Authority's Confidential Information (including archive copies) and any other data, information, documents or materials in relation to the provision of the Services which is in the possession or control of the Supplier, the Supplier's Staff and any Sub-contractors (save for copies of such data or information required by the Supplier for statutory audit or purposes); and

8.9.2 The Authority shall:

a) return and / or transfer to the Supplier:

b) all of the Supplier Intellectual Property Materials identified and agreed in clauses E1.3(c) and E1.9 of the Terms and Conditions as belonging to the Supplier in relation to the provision of the Services which is in the possession or control of the Authority.

8.10 In the event that the approved Exit Plan only relates to partial termination of the Services, the obligations set out in Paragraph **Error! Reference source not found.** shall only apply to the extent necessary to ensure the proper and orderly return of each Party's property in respect of those Services then being terminated.

8.11 In satisfying Paragraph 8.9, the Supplier shall ensure the confidentiality, integrity and security of the subject matter being returned and shall return such items in the format reasonably requested.





8.12 With effect from the date on which the Authority publishes official notice of any re-procurement of the Services, or with effect from the date on which the Supplier notifies the Authority of an intention to bid pursuant to a re-procurement process (whichever is the earlier), the Supplier shall (unless the Authority agrees otherwise):

8.12.1 ensure that no individual who participates or is involved in the provision of the Services is also a member of (nor is transferred into) its bid team in respect of the services covered by the re-procurement process; and

8.12.2 that the Supplier maintains in place effective ethical walls in order to ensure that any information that may be material and relevant to the bid team is not communicated to it by those involved in the provision of the Services.

9 POST EXIT ASSISTANCE

9.1 Following the Exit Period, the Supplier shall provide to the Authority and any Replacement Supplier(s) reasonable access to:

9.1.1 such information and documentation relating to the Services that is in it or its Staff's possession or control, including the right to take reasonable copies of that material; and

9.1.2 such members of the Supplier's Staff who have been involved in the provision or management of the Services.

10 TRANSFERRING CONTRACTS AND SUPPLIER EQUIPMENT

10.1 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority, Replacement Supplier(s) and/or Other Supplier(s) has been effected.

10.2 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Supplier equipment and Transferring Contracts shall be apportioned between the Authority and the Supplier, the Replacement Supplier(s) and/or Other Supplier(s) and the Supplier (as applicable) as follows:

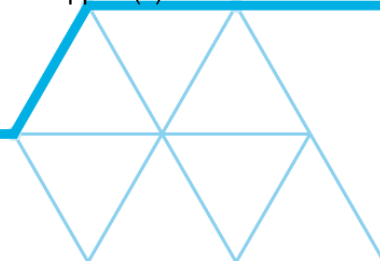
10.2.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.2.2 the Authority shall be responsible for (or shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.2.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice unless early exit costs are incurred by a Sub-Contractor of services to the Supplier where the Services are terminated earlier than the planned Term through no fault of the Supplier and in which case, any early termination costs of such Sub-Contractors will be borne by the Authority.

10.3 Each Party shall pay (and/or the Authority shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) shall pay) any monies due under Paragraph **Error! Reference source not found.** as soon as reasonably practicable.

10.4 The Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority, any Replacement Supplier(s) and/or





Other Supplier(s) may incur as a result of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority, any Replacement Supplier(s) and/or Other Supplier(s) pursuant to Paragraph **Error! Reference source not found.** in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

10.5 The Authority shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) that is assigned or novated any Transferring Contract shall, on demand indemnify the Supplier and keep it indemnified and hold it harmless from and against all Losses which the Supplier may incur as a result of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Replacement Supplier(s) and/or Other Supplier(s) pursuant to Paragraph **Error! Reference source not found.** in relation to any matters arising following the date of assignment or novation of such Transferring Contract.

10.6 Title and risk in the transferring Supplier equipment shall pass to the Authority, the Replacement Supplier(s) and/or Other Supplier(s) (as appropriate) at the end of the relevant Exit Period unless such earlier date is agreed between the relevant parties in writing.

11 SUCCESSION

11.1 Where used in this Paragraph **Error! Reference source not found.**, "Information" means any written or oral information which is material in detail or in substance and which describes the nature of any of the Services or the method by which those Services are performed by the Supplier.

11.2 On written notice of the Authority of the fact that the Authority is evaluating its options to terminate this Contract (whether in whole or in part) or, in any event, in readiness of expiry of this Contract including where the Authority proposes to re-tender the Services or any part of the Services (the **Tender Process**), the Supplier shall provide to the Authority such Information and other co-operation regarding the Supplier's provision of the Services (as and when reasonably requested by the Authority) as would be reasonably necessary for the Authority and any other competent third party to:

11.2.1 in respect of the Authority, evaluate its options for termination and any re-procurement of the Services;

11.2.2 prepare an informed, non-qualified offer for those Services; and

11.2.3 not be disadvantaged compared to the Supplier (if the Supplier is invited or eligible to participate in any Tender Process) in respect of access to information regarding the Services and the manner in which such requirements are met at the time of the Tender Process.

11.3 The Supplier shall provide such Information as soon as reasonably possible following a request by the Authority and in any event within five (5) Working Days of such request.

11.4 The Supplier shall provide all reasonable assistance in connection with any due diligence exercises to be carried out by any potential Replacement Supplier(s).

11.5 The lists and information to be compiled and/or provided pursuant to this Paragraph **Error! Reference source not found.** may be used by the Authority for its, or any potential Replacement Supplier(s), information and may be disclosed by the Authority to potential Replacement Supplier(s) and other third parties as part of its Tender Process, provided that the Authority agrees, where reasonably necessary, it shall use its reasonable endeavours to procure such third party's agreement in respect of confidentiality).







SCHEDULE 14 – BUSINESS CONTINUITY PLAN

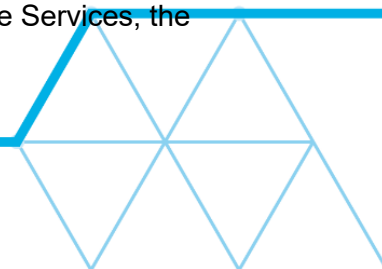
- 1.1 Further to section 8.1 of Schedule 1 the Supplier shall develop, implement and maintain a Business Continuity Plan to apply during the Contract term (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule.
- 1.2 Within 30 days of the Commencement Date the Supplier will deliver to the Authority for approval its proposed final Business Continuity Plan, which will be based on the HMPPS Business Continuity Policy Framework found at Annex 1 to this Schedule. This document is to be read as if each reference to “NPS” applies equally to the Supplier.
- 1.3 If the Business Continuity Plan is approved by the Authority it will be adopted immediately. If it is not approved by the Authority the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Business Continuity Plan following its resubmission, the matter will be resolved in accordance with clause I1 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 1.3 may be unreasonably withheld or delayed. Any failure to approve the Business Continuity Plan on the grounds that it does not comply with the requirements set out in paragraphs 1.1 to 1.4 shall be deemed to be reasonable.
- 1.4 The Business Continuity Plan shall, as a minimum:
 - (a) shall adhere to the principles contained in the HMPPS Business Continuity Policy Framework; and
 - (b) be drafted in the Business Continuity Plan template applicable to NPS.

2. TESTING

- 2.1 The Supplier shall, at no cost to the Authority, conduct a test of the Business Continuity Plan on an annual basis and on such further occasions as may reasonably be required by the Authority. The scope of such testing shall be agreed between the Parties.
- 2.2 The Supplier shall provide the Authority with a written report summarising the results of all tests carried out pursuant to paragraph 2.1, any failures of the Plan and any remedial action which the Supplier has taken or intends to take (which may include improvements to the Plan). The Authority may make recommendations of remedial action and the Supplier shall implement such as soon as practically possible at no cost to the Authority.

3. INVOKING THE BUSINESS CONTINUITY PLAN

- 3.1 If an event occurs which, in the reasonable opinion of the Authority, constitutes an emergency or disaster affecting the Supplier’s ability to perform the Services, the Supplier shall:





- (a) immediately notify the Authority of the full details of the event and its anticipated impact on the Supplier's ability to perform its obligations under the Contract; and
- (b) as soon as reasonably practicable but within a maximum of 6 hours:
 - (i) implement the Business Continuity Plan; and
 - (ii) agree with the Authority the steps that it will take to address and mitigate the event with a view to ensuring minimum disruption to the Services.

ANNEX 1



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[Supplier completed and Authority Approved Business Continuity Plan to be appended here]





SCHEDULE 15 – MOBILISATION & TRANSITION

1. MOBILISATION AND TRANSITION

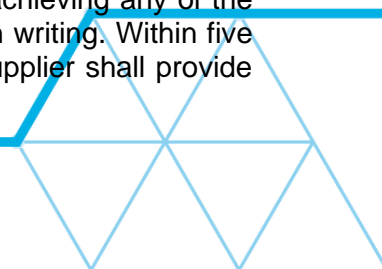
- 1.1 This Part 1 (Mobilisation and Transition) of this Schedule sets out the Supplier's mobilisation and transition obligations.
- 1.2 The Milestone requirements are set out in Appendix 1 to this Schedule 14.
- 1.3 All of the deliverables relating to each Milestone must be complete before it can be approved by the Authority.

2. MOBILISATION AND TRANSITION PLAN

- 2.1 The Mobilisation and Transition Plan as at the date of contract award is set out in Appendix 1 to this Schedule and will be revised by the Supplier during the Mobilisation and Transition Period (without any additional cost to the Authority) to reflect any changes that have taken place between contract award and the Commencement Date and any further changes to the Service Commencement Date.
- 2.2 The Supplier agrees that during the Mobilisation and Transition period the number of Available Bed Spaces it shall make available shall be as set out in the Ramp-Up Plan at Appendix 3 of this Schedule 14 and thereafter, for the remainder of the Contract Period the number of Available Bed Spaces shall be **XX** at all times, unless varied in accordance with the terms of this Contract.
- 2.3 The Supplier shall adopt a flexible approach to the Mobilisation and Transition Period such that it shall accept and adopt reasonable variations to the Mobilisation and Transition Plan requested by the Authority from time to time during the Mobilisation and Transition Period without any additional cost to the Authority.
- 2.4 Subject to paragraph 2.2 of this Schedule 14 all changes to the Mobilisation and Transition Plan shall be subject to clause F4 (Change Mechanism).

3. MOBILISATION AND TRANSITION REQUIREMENTS

- 3.1 During the Mobilisation and Transition Period, the Supplier shall perform the Mobilisation and Transition Services in accordance with the Mobilisation and Transition Plan (as updated from time to time) provided at Appendix 1 in such a way as to ensure that each Mobilisation Milestone is achieved on or before its Mobilisation Milestone Date.
- 3.2 The Supplier shall be responsible for the overall management of the Mobilisation and Transition Period and for identifying and managing the resolution of any problems encountered during the Mobilisation and Transition Period in order to ensure the timely completion of each activity, function and/or service which the Supplier is required to perform.
- 3.3 If the Supplier becomes aware of a risk or issue relating to the Mobilisation and Transition Services, including any actual or anticipated delay in achieving any of the Mobilisation Milestones, it shall immediately notify the Authority in writing. Within five (5) Working Days following notification of an issue or risk, the Supplier shall provide





the Authority with a plan of action to mitigate any risks and resolve any issues and a timetable for implementing this plan.

4. ACCEPTANCE OF MOBILISATION MILESTONES

4.1 The Mobilisation Milestones set out in Appendix 1 of this Schedule 14 shall be achieved by the Supplier where so confirmed by the Authority in accordance with this Paragraph 4.1 and:

4.1.1 the Supplier shall notify the Authority in writing when, in its opinion, the Mobilisation Milestone has been achieved and shall provide to the Authority evidence of achievement as reasonably requested by the Authority;

4.1.2 where it is reasonably necessary for the Authority to undertake a test to determine whether the Mobilisation Milestone has been achieved, the Supplier shall;

- i. allow the Authority to undertake such test at such time and location as agreed between the Parties;
- ii. make available any necessary documentation and supporting evidence; and
- iii. make available such members of its Personnel as required;

4.2 The Authority will notify the Supplier in writing whether it accepts each Mobilisation Milestone has been achieved within (10) Working Days of receipt of the notification pursuant to Paragraph 4.1.1 save for where testing has taken place in accordance with Paragraph 4.1.2 in which case it shall be within three (3) Working Days of such testing;

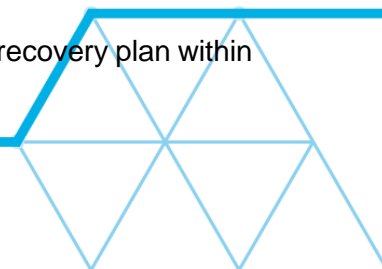
4.3 On completion of the final Mobilisation Milestone by the Supplier the Authority shall test such completion as per paragraph 4.1 and 4.2 above, and on satisfaction of such completion and in readiness for initiation of the Ramp-Up Plan, the Authority will issue to the Supplier a Bedroom Certificate certifying the Supplier's compliance with section 9 of Schedule 1 in anticipation of accepting the first residents into the Available Bed Spaces.

4.4 If the Authority does not accept that the relevant Mobilisation Milestone has been achieved, it shall include within its notification to the Supplier the reasons for this and the Parties shall meet or attend a conference call within two (2) Working Days to discuss the issue;

4.4.1 Within two (2) Working Days of the meeting held in accordance with Paragraph 4.3, the Supplier shall submit a draft recovery plan to the Authority detailing:

- i. the activities it will undertake to meet the Mobilisation Milestone, and;
- ii. any additional activities required to keep, or put back on track other dependant elements of the Mobilisation impacted by the failure to meet the Mobilisation Milestone;

4.4.2 the Authority will notify the Supplier whether it accepts that recovery plan within two (2) Working Days of receipt. Where the Authority:

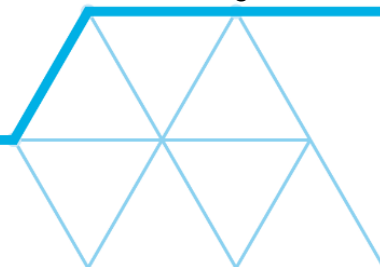




- i. accepts the recovery plan, the Supplier shall remedy the issues arising in accordance with the recovery plan and the process set out in this Paragraph 4.1 shall be undertaken again; and
- ii. does not accept the recovery plan, the Parties shall meet to within 10 working days to discuss a resolution.

CAPITAL EQUIPMENT

- 4.5 The Supplier shall, purchase the Capital Equipment set out in the Cost Summary in Annex 2 of Schedule 2 (Payment Mechanism) on behalf of the Authority.
- 4.6 Where the Supplier purchases any item of Capital Equipment, immediately upon payment by the Authority of the associated Capital Payment:
 - 4.6.1 title in such item of Capital Equipment shall pass automatically to the Authority but risk in the Capital Equipment shall remain with the Supplier at all times until the expiry of the Exit Period;
 - 4.6.2 such item of Capital Equipment shall immediately be deemed to be an Authority Asset, shall be included in the asset register (as per Schedule 1B section 5.1B(b) and shall only be used by the Supplier and Supplier Personnel in accordance with the terms of this Contract;
 - 4.6.3 the Supplier shall take all steps that the Authority considers are necessary to transfer ownership of the Capital Equipment to the Authority;
 - 4.6.4 the Supplier shall hold any warranties and guarantees which are provided by the seller with each item of Capital Equipment on trust for the sole benefit of the Authority and shall enforce such warranties and guarantees in accordance with any reasonable directions that the Authority may notify to the Supplier from time to time; and
 - 4.6.5 promptly at the Authority request and, in any event no later than the expiry of the Exit Period, the Supplier shall assign the warranties and guarantees referred to in 4.5.4 to the Authority provided that where it is unable to do so because of the terms of such warranties or guarantees, the Supplier shall hold such warranties and guarantees on trust for the sole benefit of the Authority and shall enforce such warranties and guarantees in accordance with the reasonable directions that the Authority may notify the Supplier from time to time.
- 4.7 The Supplier shall ensure that each item of Capital Equipment it purchases on behalf of the Authority is new, free from all liens, encumbrances and charges and the Supplier has the right to transfer title in such item to the Authority.
- 4.8 Unless otherwise set out in the Mobilisation and Transition Plan (as updated from time to time), the Supplier shall ensure that each item of Capital Equipment is installed using suitably qualified personnel.





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- 4.9 The Supplier shall ensure that each item of Capital Equipment purchased by the Supplier on behalf of the Authority shall be marked in clear and unambiguous terms as being the property of the Authority.

APPENDIX 1

MOBILISATION AND TRANSITION PLAN

[INSERT]

APPENDIX 2

NOT USED

APPENDIX 3

RAMP UP PLAN

| MONTH | NUMBER OF STAFF | NUMBER OF AVAILABLE BED SPACES |
|-------|-------------------|--------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | All staff in post | All beds available |



IN WITNESS of which the Contract is duly executed by the Parties on the date which appears at the head of page 4

SIGNED for and on behalf of the Secretary of State for Justice:

Signature:

Name (block capitals):

Position:

Date:

SIGNED for and on behalf of **[INSERT]**:

Signature:

Name (block capitals):

Position:

Date: