

FAO: [REDACTED]
Ministry of Justice
102 Petty France
Area [REDACTED]
Westminster
London
SW1H 9AJ

27 March 2025

Our Ref: TV/CK/JF

Email: [REDACTED]

By email only to [REDACTED]

Dear Sirs

ISG Central Services Limited, ISG Interior Services Group UK Limited, ISG Fit Out Limited, ISG Engineering Services Limited, ISG UK Retail Limited, ISG Retail Limited, ISG Construction Limited and ISG Jackson Limited - in Administration (together 'the Companies')

I write further to my appointment, together with [REDACTED] as joint administrators ("the Administrators") to the Companies on 20 September 2024. The appointments were made by the High Court under the provisions of Paragraph 12(1)(b) of Schedule B1 to the Insolvency Act 1986.

The Administrators act as agents of the Companies without personal liability whether arising pursuant to the Insolvency Act 1986 or otherwise howsoever.

Prior to the Administrators' appointment, the Companies used the Oracle Aconex Cloud Services System ("Aconex") as its collaboration tool with clients for delivery of work on its contracts. Aconex (amongst other things) provided a single environment for holding project related information and data.

The Administrators have been in discussions with the Ministry of Justice ("MoJ" or "You") regarding the preservation of data and information contained and held in Aconex relating to MoJ projects.

We understand that you now wish pursue the 'third option' by Oracle which would entail:

- an MoJ employee to be created as a user under the ISG Ltd organisation in Aconex;
- the 71 projects detailed at Appendix I to this letter ("the Projects") being assigned to the MoJ by Oracle;
- MoJ becoming the Paying Organisation and ISG Ltd would becoming the Non-Paying Organisation (as defined in the Oracle Aconex Cloud Services System Project Assignment agreement)

Agreement to EY handling information

The Administrators will use reasonable endeavours to assist with the assignment of the Projects. However, no guarantee is offered by the Companies or Administrators that this will be achieved.

In order for the Administrators to facilitate the assignment of Projects assignment a former ISG employee is required to change the invitation setting on each of the Projects and invite an EY employee to each of the Projects. Following this, the Administrators will have sufficient access rights on the Projects to invite an MoJ employee to the Projects. We have held extensive discussions with Oracle on the matter who have advised that this is a viable route to enabling an assignment of the data relating to the Projects held

on Aconex. However, please be advised that this is not a process that has been performed by the Administrators since their appointment over the Companies, therefore we cannot guarantee the successful outcome of this process. For the avoidance of doubt we will not be engaging any third party to assist.

Limited resources are now available to the Administrators given the passage of time since communicating our original deadline to the MoJ of 29 November 2024 for any decisions on Aconex data. The time required to process the assignment of the Projects archives is uncertain; however, we estimate that this process could take up to two working weeks.

Acknowledgement of the terms of the transfer of information

We have set out below the basis in which the Administrators are able to assist with the assignment of information relating to the Projects.

The Administrators require payment of an Assignment Fee of [REDACTED] relating to costs (including the cost payable to the former ISG employee) associated with enabling the assignment of the Projects to MoJ. The Assignment Fee will be invoiced on receipt of this countersigned agreement.

Upon countersigning this agreement, you acknowledge and agree to the following terms:

1. To make immediate payment of the Assignment Fee upon completion of an MoJ employee being invited to each of the Projects by the Administrators;
2. You acknowledge that in the event of it not being possible to invite an MoJ employee to certain projects for reasons outside of the Administrators' control, the Assignment Fee shall remain payable;
3. You acknowledge that neither the Companies nor the Administrators are responsible for any breach of confidentiality, security or other obligations (contractual or statutory) (if any) in respect of the data and information arising from the process of the assignment to MoJ;
4. You acknowledge that the Companies and the Administrators cease to have any responsibility or obligations for the data and information immediately on completion of the assignment;
5. You acknowledge that to facilitate the assignment of relevant data and information relating to the Projects, both the Administrators and a former ISG employee will be required to access the Projects and change invitation settings on Aconex to facilitate the process;
6. You consent to an MoJ employee being invited to each of the Projects by the Administrators;
7. You will be responsible for any ongoing costs payable to Oracle following the completion of the Oracle Aconex Cloud Services System Project Assignment agreement;
8. The Companies and the Administrators shall not be liable for any loss or damage of any kind whatever, consequential or otherwise arising out of or due to the transfer of data and information in connection with this agreement.

The Companies (acting by the Administrators) shall be entitled to cease providing support if:

- You fail to make payment of the Assignment Fee; or
- If it is no longer able to provide support, for example, as a result of a password reset not being possible on the former employee's ISG or Aconex accounts.

In the event that the assignment of the Projects cannot be completed for any reason, we will credit and refund to You any costs that have not been incurred.

Any agreement created by acceptance of this letter shall be governed by and construed in accordance with the laws of England and you hereby submit to the non-exclusive jurisdiction of the Courts of England in relation thereto.

Should you not wish to proceed with the assignment of the Projects, You are aware that the platform will be de-commissioned and all project related data will be deleted by Oracle.

Any correspondence by email in relation to the above should be sent to:

[REDACTED] and

[REDACTED]

Please indicate your acceptance of the above by signing and returning a copy of this letter by email to Charles King.

Yours faithfully
for and on behalf the Companies and on behalf of himself and each of the Joint Administrators

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]


[REDACTED]
[REDACTED]

The Joint Administrators may act as data controllers of personal data as defined by the UK General Data Protection Regulation (as incorporated in the Data Protection Act 2018), depending upon the specific processing activities undertaken. Ernst & Young LLP and/or the Companies may act as a data processor on the instructions of the Joint Administrators. Personal data will be kept secure and processed only for matters relating to the Joint Administrator's appointment. The Office Holder Data Privacy Notice can be found at www.ey.com/uk/officeholderprivacy

Confirmation of acknowledgement and acceptance of the terms and conditions set out in this letter

On behalf of Ministry of Justice

Signe 

Name 

Position 

31st March 2025
Date

PLEASE RETURN ALL PAGES OF THIS AGREEMENT

Appendix I – schedule of MoJ projects which will be subject to the assignment

	Project Id	Project
1.	268454454	SWD0068 HMP The Mount FSI doors & windows replacement
2.	268449364	SWD0052 HMP Coldingley Improvement Works
3.	268451834	SWD0060 HMP Bristol Fire Safety Improvements
4.	268450388	HMP Birmingham
5.	268447462	NEC0102 HMP Durham
6.	268447641	HMP Huntercombe Kitchen Replacement
7.	268449384	NEC0118 HMP Liverpool Full Refurb
8.	268450476	SWD0053 HMP Guys Marsh Expansion
9.	268453435	SWD0069 HMP Swaleside FSI Windows and Shower Refurb
10.	268446298	SWD0044 HMP Winchester New Care and Separation Unit
11.	268451962	NPS Nottingham
12.	268456105	NEC0144 HMP Durham Fire Door Replacement
13.	268451833	SWD0054 HMP Bristol Oak Centre Roof
14.	268454305	SWD0065 HMP Lewes External CCTV Installation & Upgrade
15.	268453443	Sudbury Fire Safety Improvements
16.	268448018	HMP Maidstone New Sportshall
17.	268453506	NWC0094 HMP Lancaster FSI
18.	268445938	SWD0038 HMP Leyhill Recesses
19.	268455640	NEC0118A HMP Liverpool (Workshops)
20.	268447508	MIC0038 - Victoria Law Courts Birmingham Phase 2
21.	268444351	HMP Channings Wood - Gas Water & Sewage Screen Installation
22.	268446794	NEC0075 - HMP Risley - Fire Safety Improvements
23.	268452873	NEC0133 HMP Kirklevington RDCs
24.	268456327	NEC0146 HMCTS Blackpool Court New Build Project
25.	268451037	SWD0026 HMP Bullingdon FSI
26.	268446056	NEC0074 HMP Humber - Alarms
27.	268447627	NEC0103 HMP Liverpool Full Refurb (H Wing)
28.	268447208	NEC0068 HMP Wymott Houseblock A & B
29.	268447051	NEC0072 HMP Kirkham FSI
30.	268452872	NWC0092 HMP Manchester Atrium
31.	268450970	NEC0063A HMP Kirkham New Gym
32.	268447054	NEC0063 HMP Kirkham Hangars
33.	268452713	SWD0058 HMP The Verne RDCP
34.	268453396	NEC0136 HMP North Sea Camp Shower Refurbishment
35.	268452129	SWD0056 HMP Erlestoke RDCP
36.	268452322	SWW0065 NPS RWS Trehafod
37.	268452452	NWC0093 HMP Wymott RDC
38.	268450088	NEC0117 HMP Leeds Re-Roof
39.	268454326	SWD0049 Bexley Magistrates Court - Replacement BMS & AHU's
40.	268451971	SWD0055 HMP Rochester RDCP

41.	268446437	NEC0087 HMP Low Newton - Re-Roof
42.	268455626	SWD00** HMP Dartmoor Ventilation
43.	268447049	NEC0066 HMP North Sea Camp - SAU FA & CCTV
44.	268454307	SWD0067 HMP Maidstone Kent Wing Shower Relocation
45.	268452918	SWD0062 HMP Huntercombe RDCP
46.	268453541	MIC0053 - HMP Stoke Heath – Boiler Replacement
47.	268452707	SWD0057 HMP Send RDCP
48.	268452714	SWD0059 HMP Prescoed RDCP
49.	268456363	MIC0044 HMP Birmingham FSI
50.	268453830	NWC0096 HMP Manchester - Windows Projects
51.	268444184	SWD0041 HMP Exeter Shower Refurbishment & DDA Upgrade
52.	268454339	NEC0139 HMP Kirkham Water Main Replacement
53.	268451989	NPS Quay House
54.	268452249	NEC0099 HMP Preston Visitors Centre Ventilation
55.	268447485	HMP Long Lartin - Night Sanitation Replacement
56.	268446863	NEC0078 - Teesside Magistrates Court
57.	268454992	SWW0071 HMP Swansea
58.	268452841	NEC0063B HMP Kirkham - Timber Store
59.	268447196	NEC0070 HMP Liverpool Damp Remediation & Workshops
60.	268447050	NEC0065 HMP Durham Generators
61.	268447024	NEC0089 HMP Garth – External Lighting
62.	268448012	HMP Coldingley Plate Heat Exchangers
63.	268445599	SWD0037 (3420) HMP Leyhill Industries Roof
64.	268456304	NEC0145 HMP Preston - Perimeter Wall & PIDs
65.	268447048	NEC0064 HMP Risley Workshop Roof
66.	268447461	NEC0065 HMP Durham VCC
67.	268453419	SWD0063 HMP Dartmoor Provision of new sewage Screening Plant
68.	268454523	SWD0064 HMP Bristol Replacement of Cell Windows
69.	268454068	SWD0061 Bullingdon CCTV/BMS
70.	268446057	NEC0083 HMP Manchester - VCC
71.	268448766	HMCTS Plymouth Heating and Cooling works