



SCHEDULE P: PROVISIONS FOR SUB-CONTRACTS WITH OPERATORS

1. Pursuant to clause 41.2 and 41.4 of this Contract, the Provider shall send to the Authority for its review any proposed Sub-contracts with its Operators and any proposed Sub-contracts between its Operators and Third Party Operators and shall obtain the prior Approval of the Authority before entering into the Sub-contracts with its Operators and before its Operators enter into the Sub-contracts with Third Party Operators or varying the terms of or rescinding those Sub-contracts.
2. The Provider shall include in the Sub-contracts with its Operators and its Operators shall include in its Sub-contracts with Third Party Operators all provisions from this Contract which are relevant to the Services that are to be undertaken by the Operator and/or the Third Party Operator on the Provider's behalf ("the Relevant Provisions") and on terms that are no less onerous than those to which the Provider is subject in this Contract.
3. The Provider's Sub-contracts with its Operators and its Operators' Sub-contracts with Third Party Operators shall include (but not be limited to) the Relevant Provisions contained in the Terms and Conditions and in the following Schedules to this Contract (using definitions that reflect those contained within Schedule A (Definitions) of this Contract so far as possible) and the Authority shall be entitled to require the inclusion of additional provisions upon its review of the Sub-contracts:
 - 3.1 Schedule B (Service Specification)
 - 3.2 Schedule D (Audit)
 - 3.3 Schedule E (Payment Mechanism and Profit Share)
 - 3.4 Schedule F (Performance and Monitoring Mechanism)
 - 3.5 Schedule G (Required Insurances)
 - 3.6 Schedule M (Exit Management)
 - 3.7 Schedule N Staff Transfers (TUPE)
 - 3.8 Schedule O (Commercially Sensitive Information)
 - 3.9 Schedule Q (Mobilisation and Transition)
 - 3.10 Schedule S (Market Stewardship Principles)



- 3.11 Schedule U (Information Security)
 - 3.12 Schedule V (Prisons)
 - 3.13 Schedule W (Information and Communications Technology); and
 - 3.14 Schedule X (Information Assurance).
4. The Relevant Provisions from the Terms and Conditions shall include (but not be limited to) the Dispute Resolution provisions at clause 67 and any equivalent Dispute Resolution provisions in the relevant Sub-contract shall include a right for the Authority and/or Crown to manage a dispute between the Provider and the Operator relating to a provision which the Authority is entitled to enforce.
5. The Relevant Provisions from the Schedule D (Audit) at 3.2 above shall include (but not be limited to) those which are necessary to enable the Authority to have full access to any data and information it requires to verify the Profit Share it receives from the Operator.
6. The Relevant Provisions from Schedule E (Payment Mechanism and Profit Share) at 3.3 above shall include (but not be limited to):
- 6.1 those relating to the payment of Sub-contractors within clauses 25.3 to 25.5 of this Contract; and
 - 6.2 those which are necessary to enable the Authority to recover in full the Profit Share to which it is entitled from the Operator.
7. The Provider's Sub-contracts with its Operators shall, in addition to the above, include a provision that the Authority and the Crown will have the benefit of the Sub-contract and, accordingly, will be entitled to enforce the Sub-contract subject to and in accordance with its terms.