Ministry of JUSTICE

OFFICIAL SENSITIVE

Contract for the Provision of Prisoner Education Services (Core Education)

between

The Secretary of State for Justice

(as Authority)

and

Milton Keynes College Group (as Contractor)

In relation to Lot 1 (Avon and South Dorset Prison Group & Devon and North Dorset Prison Group)

Volume [1] of [2] volumes

For and on behalf of the Contractor:		**For and on behalf of the Authority:**	
Signature:	[REDACTED Section 40 of the FOIA: Personal Information]	Signature:	[REDACTED Section 40 of the FOIA: Personal Information]
Name:	[REDACTED Section 40 of the FOIA: Personal Information]	Name:	[REDACTED Section 40 of the FOIA: Personal Information]
Role:	[REDACTED Section 40 of the FOIA: Personal Information]	Role:	[REDACTED Section 40 of the FOIA: Personal Information]
Date:		Date:	

Ministry of JUSTICE

Date: 19 June 2025

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Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	24 October 2023
V3.0	8 December 2023
V4.0	13 January 2025

***(Note to Bidders:** the Contractor must sign the Panel Agreement prior to signing this Contract. The Contractor must sign the Collaboration Agreement and procure signature of the Parent Company Guarantee (where applicable) at the same time as signing this*

Contract. Additionally, the Contractor must provide satisfactory evidence of governance and approval to enter into the documents referred to above).

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Contract for the Provision of Prisoner Education Services (Core Education)

This contract is dated: 19 June 2025

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) Milton Keynes College Group (a Further Education Corporation, and Exempt Charity) whose registered office is Milton Keynes College, Woughton Campus West, Leadenhall, Milton Keynes, MK6 5LP (the **Contractor**),

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

WHEREAS

(A) On 13 September 2023 the Authority issued an invitation to tender in the procurement for Prisoner Education Services ("**PES**") Core Education. The procurement established the National Prisoner Education Services Panel (the "**Panel**") along with initial call-off contracts for eleven (11) Lots for core education (of which this Contract is one).

(B) On 13 November 2023 the Contractor submitted a response to the Authority's invitation to tender for the Panel and to provide Services (as defined herein) at Lot 1 (Avon and South Dorset Prison Group & Devon and North Dorset Prison Group).

(C) The Contractor was subsequently selected by the Authority to be a part of the Panel as a non-exclusive, potential provider of the Services, with no volume or value guarantee.

(D) The Authority wishes to appoint the Contractor to provide the Services (as defined herein) in Lot 1 and the Contractor agrees to provide those services in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED:

GENERAL

A1 DEFINITIONS AND INTERPRETATION

A1.1 In this Contract, capitalised words and expressions shall have the meaning given to them in Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears, except where the context requires a different meaning.

A1.2 In this 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 this Contract;

(g) the Schedules form an integral part of this Contract and have effect as if set out in full in the body of this Contract. A reference to this Contract includes the Schedules, Appendices and Annexes;

(h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time; and

(i) references to this Contract are references to this Contract as amended from time to time.

(j) any reference in this Contract 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 agreement (“**EU References**”) which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read 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 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 this Contract are the Authority's obligations in its capacity as the Crown and as a contracting counterparty and nothing in this 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/the Crown of its duties and powers in any other capacity shall not make it liable to the Contractor in any way.

A3 CONTRACTOR'S STATUS

A3.1 The Contractor is an independent contractor and nothing in this 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 this Contract.

A3.2 The Contractor shall not (and shall ensure that any other person engaged in relation to this Contract shall not) say or do anything that might lead another person to believe that the Contractor is acting as the agent or employee of the Authority.

A3.3 The Contractor must comply at all times with the Mandatory Guidelines whilst carrying out its obligations under this Contract.

A3.4 The Contractor shall:

(a) comply with the requirements set out in Schedule 24 (*Collaboration*) and the Collaboration Agreement;

(b) co-operate with the Authority, Prison staff, Related Third Parties and any Other Contractor notified to the Contractor by the Authority from time to time by providing: (i) reasonable information (including any documentation); (ii) advice; and (iii) reasonable assistance,

(c) as further specified in Schedule 24 (*Collaboration*) and the Collaboration Agreement, in connection with the Services collaborate and work in good faith with any Other Contractor to enable such Other Contractor to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Contract for any reason, to enable the timely transition of the Services (or any of them) to the Authority and/or to any Replacement Contractor in accordance with the following collaborative working principles:

(i) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";

(ii) being open, transparent and responsive in sharing relevant and accurate information with such Other Contractors;

(iii) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with such Other Contractors;

(iv) providing reasonable cooperation, support, information and assistance to such Other Contractors in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and

(v) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

A4 MISTAKES IN INFORMATION

The Contractor is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the Services and shall pay the Authority any extra costs occasioned by, or any Losses resulting from, any discrepancies, errors or omissions therein.

A5 TERM

A5.1 This Contract starts on the Effective Date and ends on 30 September 2029 (the "**Initial Term**") unless it is terminated early or extended in accordance with this Contract.

A5.2 The Authority, in its absolute discretion, may extend the term of this Contract beyond the end of the Initial Term or beyond the end of any additional period (as applicable) for a minimum of one (1) year and provided the maximum aggregate additional period shall not exceed three (3) years (the "**Extension**").

A5.3 Unless otherwise agreed by the Parties in accordance with Schedule 4 (*Change Control Procedure*), the terms of this Contract will apply throughout the period of any Extension.

A5.4 Unless it is terminated early in accordance with this Contract, the Term will end on the later of:

(a) expiry of the Initial Term; and

(b) expiry of the Extension,

(the "**End Date**").

A6 PRECEDENCE OF DOCUMENTATION

A6.1 If there is any inconsistency or conflict between the provisions of the main body of this Contract and the Schedules and/or any Appendices or Annexes to the Schedules, the inconsistency or conflict shall be resolved in accordance with the following descending order of precedence:

(a) the main body of this Contract (which shall be deemed to include the recitals and Clauses A1 to I12 (inclusive));

(b) the Specification as set out in Schedule 2 (*Specification*);

(c) any other Schedules and their Appendices or Annexes (other than Schedule 27 (*Contractor's Tender*));

(d) the Annual Delivery Plans as developed in accordance with Schedule 12 (*Contract Management and Monitoring*); and

(e) the Tender as set out in Schedule 27 (*Contractor's Tender*).

A6.2 In the event of any inconsistency or conflict between the Specification and the Tender or any documents produced in accordance with the provisions of this Contract, the Specification shall take precedence.

A7 [PARENT COMPANY GUARANTEE[1]

A7.1 The Contractor shall procure on or before the Effective Date the execution of a Parent Company Guarantee in favour of the Authority in the form set out in Schedule 19 (*Parent Company Guarantee*) to secure the due performance by the Contractor of its obligations to the Authority. If the Contractor's proposed Guarantor is incorporated outside the United Kingdom, the Contractor shall at its own cost, on or before the Effective Date, have procured a legal opinion as to the enforceability of the Parent Company Guarantee in a form acceptable to the Authority from an independent legal adviser qualified to practise in the jurisdiction in which such Guarantor is established and has its own office. Any provision of this Contract stated as being applicable to

[1] **Note to Bidders:** a Parent Company Guarantee ("**PCG**") will not be required for all Contractors. The requirement to provide a PCG shall be assessed by the Authority on a case-by-case basis consistent with the ITT approach of assessing financial standing.

the Guarantor shall apply to the Guarantor irrespective of whether the Guarantor was incorporated within or outside the United Kingdom.

A7.2 The Contractor shall notify the Authority forthwith in writing if at any time the Guarantor:

(a) ceases to be its ultimate Holding Company; and/or

(b) becomes incorporated or has its centre of main interest located outside the United Kingdom.

In such circumstances, the Contractor shall at its own cost:

(i) in respect of Clause A7.2(a), within 30 days of a request by the Authority, procure that a replacement Parent Company Guarantee in the form set out in Schedule 19 (*Parent Company Guarantee*) is executed by the Contractor's new ultimate Holding Company together with, where the new Holding Company is incorporated outside the United Kingdom, a legal opinion as to the enforceability of the Parent Company Guarantee in a form acceptable to the Authority from an independent legal adviser qualified to practise in the jurisdiction in which such Holding Company is established and has its own office; and/or

(ii) in respect of Clause A7.2(b), within fourteen (14) days of the relevant event, procure a legal opinion as to the enforceability of the Parent Company Guarantee in a form acceptable to the Authority from an independent legal adviser qualified to practise in the jurisdiction in which such Guarantor has now become established or has its centre of main interest.

A7.3 Where the Contractor:

(a) is incorporated outside the United Kingdom as at the Effective Date; and/or

(b) at any time becomes incorporated or has its centre of main interest located outside the United Kingdom,

the Contractor shall at its own cost:

(i) in respect of Clause A7.3(a), on or before the Effective Date, have procured a legal opinion as to its capacity and ability to enter into this Contract and meet its obligations in full in a form acceptable to the Authority from an independent legal adviser qualified to practise

in the jurisdiction in which the Contractor is established and has its own office; and/or

(ii) in respect of Clause A7.3(b), notify the Authority forthwith in writing and shall, within 14 days of the relevant event, procure a legal opinion as to its capacity and ability to have entered into this Contract and continued capacity and ability to meet its obligations in full in a form acceptable to the Authority from an independent legal adviser qualified to practise in the jurisdiction in which the Contractor has now become established or has centre of main interest.]

B THE SERVICES

B1 BASIS OF THE CONTRACT

B1.1 In consideration of the Contractor's performance of its obligations under this Contract the Authority shall pay the Contractor the Charges in accordance with Clause C1.

B1.2 Subject to the terms of this Contract, the Contractor shall provide the Services on and from the Services Commencement Date and at all times during the remainder of the Term. The Mobilisation Phase shall commence from the Effective Date in accordance with the provisions of Clause B2.

B1.3 The terms and conditions in this Contract apply to the exclusion of any other terms and conditions the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

B2 MOBILISATION

B2.1 The Contractor shall comply with all mobilisation and transition obligations as set out in Schedule 21 (*Mobilisation*).

B2.2 The Contractor shall receive the Mobilisation Payment (if any) during the Mobilisation Phase in accordance with the relevant provisions in Schedule 3 (*Charges*).

B3 DELIVERY OF THE SERVICES

B3.1 From the Services Commencement Date, the Contractor shall provide the Services in accordance with the Specification, the Tender and the Annual Delivery Plans. The Contractor 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 Services has not been

specified in this Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under this Contract in accordance with the Law and Good Industry Practice.

B3.2 The Contractor acknowledges that the Authority relies on the skill and judgement of the Contractor in the supply of the Services and the performance of the Contractor's obligations under this Contract.

B3.3 The Contractor 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) ensure that all Staff are properly managed and supervised;

(c) comply with the requirements in relation to Staff as set out in the Specification, PSI 07/2014 and PSI 27/2014;

(d) comply with the standards and requirements set out in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*);

(e) deliver the Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money.

B3.4 During the Term, the Contractor shall:

(a) at all times have all necessary licences, approvals and consents necessary to enable the Contractor and Staff to carry out the Services and/or the receipt of the Services by the Authority, including but not limited to the relevant software and other IP licences;

(b) not, in delivering the Services, in any manner endanger the safety or convenience of the public.

B3.5 The Authority may inspect the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice. The Contractor shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection. In this Clause B3, Services include planning or preliminary work in connection with the supply of the Services.

B3.6 If reasonably requested to do so by the Authority, the Contractor shall co-ordinate its activities in supplying the Services with those of the Authority and Other Contractors engaged by the Authority.

B3.7 If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services does not meet the requirements of this Contract or differs in any way from those requirements, and this is not as a result of a Default by the Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of this Contract within such reasonable time as may be specified by the Authority.

B3.8 In delivering the Services, the Contractor is required to visit the Prisons and shall comply with Schedule 8 (*Access to Prisons*).

B4 LIBRARY SERVICES

[The Contractor shall, at the Services Commencement Date, be required to provide Library Services for [*list relevant Prisons*]. For the Prisons not listed, the Authority shall give reasonable prior notice to the Contractor for such additional Library Services (at which point that change will be effected through Schedule 4 (*Change Control Procedure*), provided that the Contractor will not be entitled to object to the issue of such a notice.][The Authority shall give reasonable prior notice to the Contractor where it requires the Contractor to commence delivery of Library Services (and at which point that change will be effected through Schedule 4 (*Change Control Procedure*), provided that the Contractor will not be entitled to object to the issue of such a notice.][2]

B5 INSTALLATIONS AND ASSETS

B5.1 Where the Contractor requires to install equipment necessary for provision of the Services, the Contractor shall:

(a) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation; and

(b) notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Contractor:

(i) accept the installation; or

[2] **Note to Bidders:** the relevant form of wording will be chosen depending on whether at the outset of this Contract the Contractor is obliged to provide any Library Services.

(ii) reject the installation and inform the Contractor why, in the Authority's reasonable opinion, the installation does not satisfy the requirements of this Contract.

B5.2 If the Authority rejects the installation pursuant to Clause B5.1 the Contractor shall immediately rectify or remedy any defects to the Authority's reasonable satisfaction.

B5.3 The installation is complete when the Contractor receives a notice issued by the Authority in accordance with Clause B5.1 Notwithstanding acceptance of any installation in accordance with Clause B5.1, the Contractor is solely responsible for ensuring that the Services and the installation conform to requirements of this Contract. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.

B5.4 The Contractor shall provide all the Assets and resource necessary for the supply of the Services. For the avoidance of doubt, where the Authority reimburses the cost of any Assets (either through the Charges or otherwise), such Assets shall be deemed to be Authority Funded Equipment.

B5.5 The Contractor undertakes to the Authority to utilise all Assets and all Authority Assets for their intended purpose only, to exercise all due and reasonable care in their use and to comply at all times with any instructions or guidelines in respect of the use of such assets.

B5.6 The Services shall include the provision of any consumables, spares or replacement parts as necessary for the provision of the Services (but excluding those required for the Authority's ICT System other than those listed in Schedule 2 (*Specification*)), and the Contractor shall not be entitled to make any additional charge for the supply of such items, except where expressly agreed between the Parties.

B5.7 The Contractor shall not deliver any Assets to, or begin any work on, the Premises without Approval.

B5.8 The Contractor shall provide for the haulage or carriage of all Assets and consumables to the Premises at its sole cost.

B5.9 Subject to Clause B5.4, all Assets used in the delivery of the Services remain the property of the Contractor during the Term. Provision and use of all Assets is at the Contractor's own risk and the Authority has no liability for any loss of or damage to any Assets unless the Contractor demonstrates that such loss or damage was caused or contributed to by the Authority's Default.

B5.10 The Contractor shall comply with the requirements of Schedule 20 (*Exit Management*) including provision of an updated copy of the Register(s) to the Authority not less frequently than quarterly and upon request.

B5.11 The Contractor shall maintain all Assets in a safe, serviceable and clean condition, replace any Assets at regular intervals for the duration of the Term so that they remain in good working order (and meet any requirements for such Assets in this Contract) for the delivery of the Services and in accordance with the relevant Annual Delivery Plans, at no additional cost to the Authority. For the avoidance of doubt, this does not include Authority Assets.

B5.12 To the extent that the Contractor can evidence that loss or damage to Assets is caused by the Authority's Default, the Authority may (at its discretion):

(a) procure replacement Assets as soon as reasonably possible, and may transfer the title in such Assets to the Contractor for one pound sterling (£1) (and such Assets shall be Inherited Equipment); or

(b) request that the Contractor procures replacement Assets as soon as reasonably possible and the Authority will as soon as reasonably possible reimburse the Contractor for such costs following receipt of the appropriate undisputed invoice with any additional information as the Authority may reasonably require (and such Assets shall be Authority Funded Equipment).

B5.13 The Contractor shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:

(a) remove immediately from the Premises any Assets which are, in the Authority's opinion, hazardous, noxious, a danger to persons or not supplied in accordance with this Contract and Good Industry Practice; and

(b) replace such item with a suitable substitute item of Assets, as approved by the Authority acting reasonably.

B5.14 Inherited Equipment

(a) On the Services Commencement Date, (and subject to Clause B5.14(c) below) the Authority shall assign or procure the assignment of and the Contractor shall accept the assignment of any Inherited Equipment for the sum of one pound sterling (£1), hereby acknowledged. Risk in title to the Inherited Equipment shall therefore vest or pass to the Contractor on the Services Commencement Date.

(b) The Contractor acknowledges that it shall have a reasonable opportunity to inspect the Inherited Equipment to satisfy itself as to the condition of the same and the suitability and sufficiency of the Inherited Equipment, to perform the Services in accordance with Schedule 21 (*Mobilisation*). As such, the Authority makes the Inherited Equipment available "as is" and the Authority hereby excludes its liability in relation to such Inherited Equipment, in respect of all representations (unless fraudulent), warranties and conditions and other contractual terms howsoever arising (whether by statute, common law or otherwise) to the maximum extent permitted by Law.

(c) The Contractor accepts that some of the Inherited Equipment may be leased to the Authority by an agreement with a third party (**"Inherited Third-Party Agreement"**). The Authority shall use reasonable endeavours to assign, novate or transfer each of the Inherited Third-Party Agreements with effect from the Services Commencement Date. If any consent of any third party is required to the assignment, novation or transfer of any Inherited Third-Party Agreement and has not been obtained at or prior to the Services Commencement Date, the Authority and the Contractor shall each use all reasonable endeavours to obtain that consent as soon as possible after the Services Commencement Date. Unless or until any Inherited Third-Party Agreement is assigned, novated or transferred or any necessary consent is obtained, the Parties shall work together in good faith, to agree an alternative solution which may include the Contractor finding an alternative source of supply and/or the Authority holding the benefit of the relevant Inherited Third-Party Agreement as agent for the Contractor.

(d) The Contractor undertakes to observe and fulfil all of the Authority's obligations under any Inherited Third-Party Agreement and undertakes to perform any Inherited Third-Party Agreement with effect from the Services Commencement Date and shall indemnify the Authority against any loss or damage which it may suffer as a result of the Contractor's breach of any of the terms of the Inherited Third-Party Agreement.

B5.15 The terms of Schedule 20 (*Exit Management*) shall apply to the Assets at the end of the Term.

B6 KEY PERSONNEL

B6.1 The Contractor acknowledges that Key Personnel are essential to the proper provision of the Services.

B6.2 The Contractor shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term.

B6.3 Paragraph 2 of Schedule 15 (*Key Personnel*) lists the key roles (the "**Key Roles**") and lists the names of the persons who the Contractor shall appoint to fill those Key Roles at the Effective Date.

B6.4 The Authority may, from time to time, identify any further roles as being Key Roles and, following agreement to the same by the Contractor, the relevant person selected to fill those Key Roles shall be included on the lists of Key Roles and Key Personnel in Paragraph 2 of Schedule 15 (*Key Personnel*).

B6.5 The Contractor shall not and shall procure that any Sub-Contractor shall not remove or replace any Key Personnel (including when carrying out exit management) unless:

(a) requested to do so by the Authority;

(b) the person concerned resigns, retires, or dies or is on long-term sick leave, maternity leave, paternity leave, or shared parental leave;

(c) the person's employment or contractual arrangement with the Contractor or Sub-Contractor is terminated for material breach of contract by the employee; or

(d) the Contractor obtains the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).

B6.6 The Contractor shall:

(a) maintain a clear management structure and set that structure out on an organisation chart identifying the Key Personnel;

(b) notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Contractor shall ensure appropriate temporary cover for that Key Role);

(c) ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

(d) give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice;

(e) ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services; and

(f) ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

B6.7 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 in all regards for the responsibilities of that person in relation to the Services.

B6.8 The Authority shall not unreasonably withhold approval under Clauses B6.5(d) or B6.7 and such approval is conditional on appropriate arrangements (in the opinion of the Authority) being made by the Contractor to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B6.9 The Parties agree that they will update the list of Key Personnel in Paragraph 3 of Schedule 15 (*Key Personnel*) periodically to record any Key Personnel appointed by the Contractor with Approval (subject to Clauses B6.7 and B6.8) after the Effective Date for the purposes of the delivery of the Services.

B7 STAFF

B7.1 The Contractor shall:

(a) ensure that all Staff:

(i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;

(ii) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule 2 (*Specification*) and Schedule 8 (*Access to Prisons*); and

(iii) comply with all reasonable requirements of the Authority concerning conduct at the Authority Premises, including the security requirements as set out in Schedule 8 (*Access to Prisons*);

(b) subject to Schedule 17 (*TUPE, Employees and Pensions*), retain overall control of the Staff at all times so that the Staff shall not be deemed to be employees, agents or contractors of the Authority;

(c) be liable at all times for all acts or omissions of Staff, so that any act or omission of any member of Staff which results in a Default under this Contract shall be a Default by the Contractor;

(d) use all reasonable endeavours to minimise the number of changes in Staff;

(e) subject to Clause B7.1(f) below, replace (temporarily or permanently, as appropriate) any Staff as soon as practicable if any Staff have been removed or are unavailable for any reason whatsoever;

(f) fill any teacher/lecturer roles within a minimum of ten (10) Working Days from their first absence (if additional staff are not employed, the Contractor must take effective steps to ensure that service delivery is maintained);

(g) bear other costs associated with any replacement of any Staff; and

(h) procure that the Staff shall vacate the Premises immediately upon the termination or expiry of this Contract.

B7.2 If the Authority reasonably believes that any of the Staff (including Key Personnel) are unsuitable to undertake work in respect of this Contract, it may:

(a) refuse admission to the relevant person(s) to the Authority Premises; and/or

(b) direct the Contractor to end the involvement in the provision of the Services of the relevant person(s).

B7.3 The Authority shall maintain the security of the Authority Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005 and the YOI Rules (each as varied, extended or replaced from time to time), available to the Contractor on request. The Contractor shall comply with all security requirements of the Authority while on the Authority Premises and ensure that all Staff comply with such requirements.

B7.4 The Authority may search any persons or vehicles engaged or used by the Contractor and the Staff at the Authority Premises.

B7.5 At the Authority's written request, the Contractor 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 Authority Premises, specifying the

capacities in which they are concerned with this Contract and giving such other particulars as the Authority, may reasonably request.

B7.6 The Contractor shall ensure that all Staff who have access to the Authority Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

B7.7 The Contractor 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 the Authority may reasonably request or which may be requested on the Authority's behalf, for the purposes of an investigation.

B7.8 The Contractor shall comply with PSI 10/2012 as amended from time to time and available from the Authority on request.

B7.9 Notwithstanding Clauses B7.1 – B7.8, the Contractor will comply with the vetting and staffing requirements as set out in Schedule 2 (*Specification*).

B8 DUE DILIGENCE

B8.1 The Contractor acknowledges that:

(a) the Authority has delivered or made available to the Contractor all of the information and documents that the Contractor considers necessary or relevant for the performance of its obligations under this Contract;

(b) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any and all information supplied to the Contractor by or on behalf of the Authority prior to the Effective Date (the "**Due Diligence Information**"); and

(c) it has: (i) satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Effective Date) of all relevant details relating to this Contract (including the Specification and the requirements for delivery of the Services), the ownership, functionality, capacity, condition and suitability for use in the Services of the Property and the operating processes and procedures and the working methods of the Authority; and (ii) advised the Authority of the actions needed to remedy any

unsuitable aspects and confirms that any such actions are fully reflected and costed in this Contract.

B8.2 The Contractor is not excused from the performance of any of its obligations under this Contract on the grounds of, and is not entitled to recover any additional costs or charges arising as a result of, any misinterpretation of this Contract or any failure by the Contractor to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

B9 LICENCE TO OCCUPY

B9.1 Any land or Premises made available from time to time to the Contractor by the Authority in connection with this Contract are on a non-exclusive licence basis free of charge and are used by the Contractor solely for the purpose of performing its obligations under this Contract. The Contractor has the use of such land or Premises as licensee and shall vacate the same on termination or expiry of this Contract. The Contractor shall keep the Premises subject to this licence to occupy clean and tidy in accordance with the Specification and the Authority's reasonable instructions.

B9.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under this Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with other persons working concurrently on such land or Premises as the Authority may reasonably request.

B9.3 The Authority shall maintain the Premises as listed in Schedule 26 (*Premises*) and in accordance with Clause B9.1 above and Paragraph 10 (*Learning Environment*) in Part 2 (*The Services*) of Schedule 2 (*Specification*). If the Contractor requires modifications to the Authority Premises such modifications are subject to Approval and shall be carried out by the Authority at the Contractor's cost (unless such modification is part of the estates maintenance programme). The Authority shall undertake Approved modification work without undue delay.

B9.4 The Contractor shall (and shall ensure that any Staff on the Authority Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority Premises as determined by the Authority.

B9.5 This Contract does not create a tenancy of any nature in favour of the Contractor or its Staff, does not entitle the Contractor or any Staff to exclusive occupancy or exclusive possession and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Contract, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

B9.6 The Contractor shall be liable for all losses, or other costs falling upon the Authority as a result of the loss of any keys provided to the Contractor/Staff, including the loss or damage to property and the costs of replacing locks and lost keys.

B10 PROPERTY

B10.1 All Property and Authority Assets are and remain the property of the Authority and the Contractor irrevocably licenses the Authority and its agents to enter any Premises of the Contractor during normal business hours on reasonable notice to recover any such Property and/or Authority Assets.

B10.2 The Authority will make the Authority Assets and the Property available at its discretion (on a non-exclusive basis) to the Contractor for use in connection with the provision of the Services at Services Commencement Date.

B10.3 The Contractor does not have a lien or any other interest on the Property and/or Authority Assets and the Contractor at all times possesses the Property and/or Authority Assets as fiduciary agent and bailee of the Authority. The Contractor shall take all reasonable steps to ensure that the title of the Authority to the Property and Authority Assets and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property and Authority Assets separately and ensure that it is clearly identifiable as belonging to the Authority.

B10.4 The Property and Authority Assets are deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within five (5) Working Days of receipt.

B10.5 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear). The Contractor shall use the Property and the Authority Assets solely in connection with this Contract and for no other purpose without Approval.

B10.6 The Contractor shall ensure the security of all the Property and/or Authority Assets whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time and in accordance with this Contract.

B10.7 The Contractor is liable for and shall indemnify and keep indemnified the Authority against all loss of or damage to the Property, Authority Assets and Premises arising from performance of the Services, non-performance of the Services and/or the presence of the Contractor and/or Staff at the Premises (and their actions), unless such loss or damage was caused by the Authority's negligence. The Contractor shall

inform the Authority immediately upon becoming aware of any defects appearing in, or losses or damage occurring to, the Property, Authority Assets and Premises.

B10.8 All property of the Contractor and its Sub-Contractors and Staff shall be at the risk of the Contractor whilst it is on any Authority Premises, and the Authority shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except and subject always to Clause G1 (*Liability, Indemnity and Insurance*) where any such loss or damage was caused or contributed to by any act, neglect or default of any Government servant or agent then the Authority shall accept liability therefore to the extent to which such loss or damage is so caused or contributed to as aforesaid in which circumstance the Authority shall make good or, at the option of the Contractor in accordance with the provisions Clause G1 *(Liability, Indemnity and Insurance)* pay compensation for any damage to such property.

B11 OFFERS OF EMPLOYMENT

B11.1 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 six (6) Months thereafter.

B11.2 If either Party breaches Clause B11.1, 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 the relevant person's employment.

B11.3 The Parties hereby agree that the sum specified in Clause B11.2 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 B11.1.

B12 EMPLOYMENT

B12.1 The Parties shall comply with the provisions of Schedule 17 (*TUPE, Employees and Pensions*).

B12.2 The Contractor must perform its obligations meeting the requirements of all applicable Law regarding employment.

C PAYMENT

C1 PAYMENT AND VAT

C1.1 The Contractor shall submit invoices to the Authority in accordance with this Clause C1 and Schedule 3 (*Charges*).

C1.2 The Authority issues Purchase Orders using Basware and, unless Approved otherwise, the Contractor shall, when invited, register on Basware.

C1.3 If the Contractor 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; or

(c) Charges and/or volumes which have been increased without Approval.

C1.4 If, with Approval, the Contractor does not register on Basware, a Valid Invoice is an invoice which includes:

(a) the unique identification number;

(b) the Contractor's name, address and contact information;

(c) the name and address of the department and/or agency which the Contractor is working for;

(d) a clear description of what the Contractor is charging for;

(e) the date on which the Services were provided;

(f) the date of the invoice;

(g) the amount(s) being charged;

(h) VAT (if applicable);

(i) the total amount owed;

(j) a valid Purchase Order or cost centre number and account code; and

(k) any other information as agreed between the Parties.

C1.5 The Authority shall not pay an invoice which is not a Valid Invoice.

C1.6 The Authority shall not pay the Contractor’s overhead costs or any other expenses whatsoever unless, in accordance with Schedule 3 (*Charges*) and where required by Schedule 3 (*Charges*) or this Contract.

C1.7 If the Authority pays the Contractor prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.

C1.8 If any overpayment has been made or the payment or any part of it is not supported by a Valid Invoice the Authority may recover this payment by setting it off against future invoices raised or directly from the Contractor. All payments made by the Authority to the Contractor are on an interim basis pending final resolution of an account with the Contractor in accordance with the terms of this Clause C1.

C1.9 The Contractor shall:

(a) add VAT to the Charges at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Contractor fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Contractor 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 Contractor is entitled to terminate this Contract under Clause H3.3 for failure to pay undisputed sums of money.

C1.10 The Contractor 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 Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under this Contract. Any amounts due under this Clause C1.10 shall be paid by the Contractor to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.

C1.11 The Authority shall:

(a) in addition to the Charges and following receipt of a Valid Invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with this Contract; and

(b) pay all sums due to the Contractor within 30 days of receipt of a Valid Invoice unless an alternative arrangement has been Approved.

C1.12 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.

C1.13 Any late payment of sums due by the Contractor to 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 this Contract any sum of money is recoverable from or payable by the Contractor to the Authority (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of this Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor from the Authority under this Contract or under any other agreement with the Authority or the Crown.

C2.2 Any overpayment by either Party, whether of the Charges 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 Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

C2.4 All payments due shall be made within a reasonable time unless otherwise specified in this Contract, in cleared funds, to such bank or building society account in the United Kingdom as the recipient Party may from time to time direct.

C3 PRICE DURING EXTENSION

Subject to Schedule 3 (*Charges*) and Clause F3 (*Change*), the Charges apply for the entirety of the Term.

D PROTECTION OF INFORMATION

D1 AUTHORITY DATA

D1.1 The Contractor shall:

(a) not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise Approved;

(b) preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data at all times that the relevant Authority Data is under its control or the control of any Sub-Contractor;

(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 Contractor, supply Authority Data to the Authority as requested by the Authority in accordance with Paragraph 3.5 of Schedule 7 (*Information Assurance and Security*);

(e) perform secure back-ups of all Authority Data and ensure that up-to-date back-ups are stored securely off-site in accordance with the BCDR Plan. The Contractor shall ensure that such back-ups are made available to the Authority immediately upon request;

(f) ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Baseline Security Requirements;

(g) identify, and disclose to the Authority on request, those members of Staff with access to or who are involved in handling Authority Data in accordance with Paragraph 8.1 of Schedule 7 (*Information Assurance and Security*);

(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 Contractor proposes to take if it suspects or 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 7 (*Information Assurance and Security*).

D1.2 Without prejudice to Paragraphs 8.6 and 8.7 of Schedule 7 (*Information Assurance and Security*), if Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:

(a) require the Contractor (at the Contractor's cost) to restore or procure the restoration of Authority Data to the extent and in accordance with the requirements specified in Schedule 11 *(Business Continuity and Disaster Recovery*) and the Contractor shall do so promptly, and in any event within five (5) Working Days of notice from the Authority; and/or

(b) itself restore or procure the restoration of Authority Data and be repaid by the Contractor any reasonable costs incurred in doing so to the extent and in

accordance with the requirements specified in Schedule 11 *(Business Continuity and Disaster Recovery*).

D1.3 The Authority shall notify the Contractor of any changes or proposed changes to the Baseline Security Requirements.

D1.4 If the Contractor believes that a change or proposed change to the Baseline Security Requirements will have a material and unavoidable cost implication to the Services it may submit a Change Request Form. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with Schedule 4 (*Change Control Procedure*).

D1.5 Until and/or unless a change to the Charges is agreed by the Authority pursuant to Clause D1.4 the Contractor shall continue to perform the Services in accordance with its existing obligations.

D2 DATA PROTECTION AND PRIVACY

The Parties shall comply with their respective obligations under the Data Protection Legislation and comply with their respective obligations set out in Schedule 10 (*Data Processing*).

D3 CONFIDENTIAL INFORMATION

D3.1 Except to the extent set out in this Clause D3 or if disclosure or publication is expressly allowed elsewhere in this 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 in any way except for the purposes anticipated under this Contract.

D3.2 The Contractor hereby gives its consent for the Authority to publish the whole of this Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time-to-time agreed changes to this Contract, to the general public.

D3.3 If required by the Authority, the Contractor shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with this Contract in a form approved by the Authority. The Contractor shall maintain a list of the non-disclosure agreements completed in accordance with this Clause D3.3.

D3.4 If requested by the Authority, the Contractor 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 Contractor shall ensure that Staff, professional advisors and consultants are aware of the Contractor's confidentiality obligations under this Contract.

D3.5 The Contractor 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. Where the Contractor discloses Confidential Information of the Authority pursuant to this Clause D3.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

D3.6 The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes anticipated under this Contract.

D3.7 Clause D3.1 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) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Contract;

(c) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

(d) the receiving Party has reasonable grounds to believe that the disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office;

(e) such information was obtained from a third party without obligation of confidentiality;

(f) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract (or any other contract between the Contractor and the Authority); or

(g) it is independently developed without access to the other Party's Confidential Information.

D3.8 Nothing in Clause D3.1 prevents the Authority disclosing any Confidential Information obtained from the Contractor:

(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;

(c) to Parliament and Parliamentary committees;

(d) to any Crown Body or any Contracting Authority and the Contractor 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;

(e) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(f) to any consultant, professional advisor, contractor or other person engaged by the Authority,

provided that in disclosing information under Clauses D3.8(d) and (f) 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.

D3.9 Nothing in Clauses D3.1 to D3.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under this 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.

D3.10 The Authority shall use reasonable endeavours to ensure that any Government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Contractor's Confidential Information is disclosed pursuant to Clause D3.8 is made aware of the Authority's obligations of confidentiality.

D3.11 If the Contractor does not comply with Clauses D3.1 to D3.8 the Authority may terminate this Contract immediately on notice to the Contractor and/or seek injunctive relief in any competent jurisdiction.

D3.12 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Contractor shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.

D3.13 The Contractor shall treat the Authority's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials).

D3.14 The Contractor 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 Contractor has failed to comply with Clause D3.12.

D4 TRANSPARENCY, OPEN BOOK DATA AND FREEDOM OF INFORMATION

D4.1 The Parties acknowledge that:

(a) the Transparency Reports;

(b) the content of this Contract, including any changes to this Contract agreed from time to time, except for –

(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and

(ii) Commercially Sensitive Information; and

(c) the Publishable Performance Information

(together the "**Transparency Information**") are not Confidential Information.

D4.2 Notwithstanding any other provision of this Contract, the Contractor hereby gives its consent for the Authority to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Authority shall, prior to publication, consult with the Contractor on the manner and format of publication to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

D4.3 The Contractor shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Paragraph 4.9 of Schedule 22 (*Reporting Requirements*).

D4.4 If the Authority believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Contractor.

D4.5 The Authority shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed, having regard to the context of the wider commercial relationship with the Contractor.

D4.6 The Contractor agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause D3.8(d)) and Open Book Data) publish such Information. The Contractor shall provide to the Authority within five (5) Working Days (or such other period as the Authority may reasonably specify) any such Information requested by the Authority.

D4.7 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Contractor shall:

(a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;

(b) transfer to the Authority all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

(c) provide the Authority with a copy of all Information held on behalf of the Authority which is requested in a Request for Information and which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

(d) not respond directly to a Request for Information addressed to the Authority unless authorised in writing to do so by the Authority.

D4.8 The Contractor acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Contractor. The Authority shall take reasonable steps to notify the Contractor of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

D4.9 The Contractor acknowledges the importance to the Authority of the Financial Transparency Objectives and the Authority's need for complete transparency in the way in which the Charges are calculated.

D4.10 During the Term, and for a period of seven (7) years following the end of the Term, the Contractor shall:

(a) maintain and retain the Open Book Data; and

(b) disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

D4.11 During the Term, and for a period of eighteen (18) Months following the end of the Term, the Contractor shall make available the Financial Representatives at reasonable times and on reasonable notice to answer any queries that the Authority may have on any of the financial reports and/or Open Book Data

D5 PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

D5.1 The Contractor shall not:

(a) make any press announcements or publicise this 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.

D5.2 Each Party acknowledges that nothing in this 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.

D5.3 The Contractor shall use reasonable endeavours to ensure that its Staff and professional advisors comply with Clause D5.1.

E INTELLECTUAL PROPERTY

E1 INTELLECTUAL PROPERTY RIGHTS

E1.1 Except as expressly set out in this Contract:

(a) the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Contractor or its licensors, namely:

(i) the Contractor Software;

(ii) the Third Party Software;

(iii) the Third-Party IPRs; and

(iv) the Contractor Background IPRs;

(b) the Contractor shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:

(i) the Authority Software;

(ii) the Authority Data; and

(iii) the Authority Background IPRs;

(c) Specially Written Software and Project Specific IPRs shall be the property of the Contractor; and

(d) Collaboration Software and Collaboration Specific IPRs (except for any Know-How, trade secrets or Confidential Information contained therein) shall be the property of the Authority.

E1.2 Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause E1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

E1.3 Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

E1.4 Unless otherwise agreed in writing, the Parties shall record all Specially Written Software, Collaboration Software, Project Specific IPRs and Collaboration Specific IPRs in Schedule 6 (*IPR and Software*) and shall keep Schedule 6 (*IPR and Software*) updated during the Term and the duration of the Collaboration Agreement.

E2 TRANSFER AND LICENCES GRANTED BY THE AUTHORITY AND THE CONTRACTOR

Specially Written Software and Project Specific IPRs

E2.1 Subject to Clause E2.20 (*Patents*) the Authority hereby agrees to transfer to the Contractor, or shall procure the transfer to the Contractor of, all rights (subject to Clause E1.1(a) (*Intellectual Property Rights*)) not already resting with the Contractor in the Specially Written Software and the Project Specific IPRs including (without limitation):

(a) the Documentation, Source Code and the Object Code of the Specially Written Software; and

(b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software.

E2.2 The Authority shall execute all such assignments as are required to ensure that any rights in the Specially Written Software and Project Specific IPRs are properly transferred to the Contractor.

E2.3 If within three (3) years of its creation, any Intellectual Property Rights in the Specially Written Software and/or the Project Specific IPRs has not been commercially exploited by the Contractor, and the Contractor is not using its best endeavours to do so, the Contractor shall on written request by the Authority promptly assign the Intellectual Property Rights in the Specially Written Software and/or the Project Specific IPRs to the Authority. Each party shall bear its own costs in such assignment.

Collaboration Software and Collaboration Specific IPRs

E2.4 Subject to Clause E2.20 (*Patents*) the Contractor hereby agrees to transfer to the Authority, or shall procure the transfer to the Authority of, all rights (subject to Clause E1.1(a) (*Intellectual Property Rights*)) in the Collaboration Software and the Collaboration Specific IPRs including (without limitation):

(a) the Documentation, Source Code and the Object Code of the Collaboration Software; and

(b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Collaboration Software (together the "**Collaboration Software Supporting Materials**");

but not including any Know-How, trade secrets or Confidential Information.

E2.5 The Contractor:

(a) shall:

(i) inform the Authority of all Collaboration Software and any element of Collaboration Specific IPRs that constitutes a modification or enhancement to Contractor Software or Third Party Software; and

(ii) deliver to the Authority the Collaboration Software and the software element of Collaboration Specific IPRs in both Source Code and Object Code forms together with relevant Documentation and all

related Collaboration Software Supporting Materials within seven (7) days of acceptance of the relevant Deliverable and shall provide updates of the Source Code and of the Collaboration Software Supporting Materials promptly following each new release of the Collaboration Software, in each case on media that is reasonably acceptable to the Authority; and

(iii) without prejudice to Clause E2.14 (*Third-Party Software and Third-Party IPRs*), provide full details to the Authority of any Contractor Background IPRs or Third-Party IPRs which are embedded in or which are an integral part of the Collaboration Software or any element of Collaboration Specific IPRs;

(b) acknowledges and agrees that the ownership of the media referred to in Clause E2.5(a)(ii) shall vest in the Authority upon their receipt by the Authority; and

(c) shall execute all such assignments as are required to ensure that any rights in the Collaboration Software and Collaboration Specific IPRs are properly transferred to the Authority.

Contractor Software, Specially Written Software, Project Specific IPRs, and Contractor Background IPRs

E2.6 The Contractor shall not use any Contractor Non-COTS Software or Contractor Non-COTS Background IPR in the provision of the Services unless it is detailed in Schedule 6 (*IPR and Software*) or sent to the Education Skills and Work Education Board for review and approval granted by the Authority.

E2.7 The Contractor hereby grants to the Authority:

(a) subject to the provisions of Clause E2.20 (*Patents*), perpetual, worldwide, royalty-free and non-exclusive licences to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)):

(i) the Contractor Non-COTS Software for which the Contractor delivers a copy to the Authority for any purpose relating to the Services (or substantially equivalent services) or the Collaboration Agreement or for any purpose relating to the exercise of the Authority's (or any other Central Government Body's) business or function; and

(ii) the Contractor Non-COTS Background IPRs, the Specially Written Software and the Project Specific IPRs for any purpose relating to the Services (or substantially equivalent services) or the Collaboration Agreement or for any purpose relating to the exercise of the Authority's (or any other Central Government Body's) business or function;

(b) a licence to use the Contractor COTS Software for which the Contractor delivers a copy to the Authority and Contractor COTS Background IPRs on the licence terms identified in a letter in or substantially in the form set out in Annex 1 to Schedule 6 (*IPR and Software*) and signed by or on behalf of the Parties on or before the Effective Date provided always that the Authority shall remain entitled to sub-license and to assign and novate the Contractor COTS Software and Contractor COTS Background IPRs on equivalent terms to those set out in Clauses E2.10 (*Authority's Right To Sub-License)* and E2.11 (*Authority's Right to Assign/Novate Sub-Licences*) in relation to the Contractor Non-COTS Software and Contractor Non-COTS Background IPRs, save in respect of the duration of the licence which shall remain as identified in the letter referred to above; and

(c) a perpetual, worldwide, royalty-free non-exclusive licence to use without limitation any Know-How, trade secrets or Confidential Information contained within the Specially Written Software, Collaboration Software, Project Specific IPRs or the Collaboration Specific IPRs.

E2.8 At any time during the Term or following termination or expiry of this Contract, the Contractor may terminate the licence granted in respect of the Contractor Non-COTS Software under Clause E2.7(a)(i) or in respect of the Contractor Non-COTS Background IPRs under Clause E2.7(a)(ii) by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if the Authority or any person to whom the Authority grants a sub-licence pursuant to Clause E2.10 (*Authority's Right To Sub-License*) commits any material breach of the terms of Clauses E2.7(a)(i) or E2.7(a)(ii) or E2.10(a)(ii) (as the case may be) which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Contractor gives the Authority written notice specifying the breach and requiring its remedy.

E2.9 In the event the licence of the Contractor Non-COTS Software or the Contractor Non-COTS Background IPRs is terminated pursuant to Clause E2.8, the Authority shall:

(a) immediately cease all use of the Contractor Non-COTS Software or the Contractor Non-COTS Background IPRs (as the case may be);

(b) at the discretion of the Contractor, return or destroy documents and other tangible materials to the extent that they contain any of the Contractor Non-COTS Software and/or the Contractor Non-COTS Background IPRs, provided that if the Contractor has not made an election within six (6) Months of the termination of the licence, the Authority may destroy the documents and other tangible materials that contain any of the Contractor Non-COTS Software and/or the Contractor Non-COTS Background IPRs (as the case may be); and

(c) ensure, so far as reasonably practicable, that any Contractor Non-COTS Software and/or Contractor Non-COTS Background IPRs that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Authority) from any computer, word processor, voicemail system or any other device containing such Contractor Non-COTS Software and/or Contractor Non-COTS Background IPRs.

Authority's Right to Sub-License

E2.10 Subject to Clause E2.20 (*Patents*) the Authority may sub-license:

(a) the rights granted under Clause E2.7(a) (*Contractor Software, Specially Written Software, Project Specific IPRs and Contractor Background IPRs*) to a third party (including for the avoidance of doubt, any Replacement Contractor, any third party pursuant to Clause F9.2 (*Authority Step-In*) or any other PES Contractor provided that:

(i) the sub-licence is on terms no broader than those granted to the Authority;

(ii) the sub-licence authorises the third party to use the rights licensed in Clause E2.7(a) (*Contractor Software, Specially Written Software, Project Specific IPRs and Contractor Background IPRs*) only for purposes relating to the Services (or substantially equivalent services) or the Collaboration Agreement or for any purpose relating to the exercise of the Authority's (or any other Central Government Body's) business or function; and

(iii) the sub-licensee shall have executed a confidentiality undertaking in favour of the Contractor in or substantially in the form set out in Annex 2 to Schedule 6 (*IPR and Software*); and

(b) the rights granted under Clause E2.7(a) (*Contractor Software, Specially Written Software, Project Specific IPRs and Contractor Background IPRs*) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specially Written Software, Collaboration Software, the Project Specific IPRs and/or the Collaboration Specific IPRs provided that:

(i) the sub-licence is on terms no broader than those granted to the Authority; and

(ii) the Contractor has received a confidentiality undertaking in its favour in or substantially in the form set out in Annex 2 to Schedule 6 (*IPR and Software*) duly executed by the Approved Sub-Licensee.

Authority's Right to Assign/Novate Licences

E2.11 The Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause E2.7(a) (*Contractor Software, Specially Written Software, Project Specific IPRs and Contractor Background IPRs*) to:

(a) a Central Government Body; or

(b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority.

E2.12 Any change in the legal status of the Authority which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause E2.7 (*Contractor Software, Specially Written Software, Project Specific IPRs and Contractor Background IPRs*). If the Authority ceases to be a Central Government Body, the successor body to the Authority shall still be entitled to the benefit of the licence granted in Clause E2.7 (*Contractor Software, Specially Written Software, Project Specific IPRs and Contractor Background IPRs*).

E2.13 If a licence granted in Clause E2.7 (*Contractor Software, Specially Written Software, Project Specific IPRs and Contractor Background IPRs*) is novated under Clause E2.11 (*Authority's Right to Assign/Novate Licences*) or there is a change of the Authority's status pursuant to Clause E2.12, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the Authority.

Third Party Software and Third-Party IPRs

E2.14 The Contractor shall not use in the provision of the Services or deliverables under the Collaboration Agreement (including in any Specially Written Software, Collaboration Software or in the software element of Project Specific IPRs or Collaboration Specific IPRs) any Third Party Non-COTS Software or Third Party Non-COTS IPRs unless detailed in Schedule 6 (*IPR and Software*) or approval is granted by the Authority following a review by the Digital Board and has in each case either:

(a) first procured that the owner or an authorised licensor of the relevant Third Party Non-COTS IPRs or Third Party Non-COTS Software (as the case may be) has granted a direct licence to the Authority on a royalty-free basis to the Authority and on terms no less favourable to the Authority than those set out in Clauses E2.7(a) and E2.8 (*Contractor Software, Specially Written Software, Project Specific IPRs and Contractor Background IPRs*) and Clause E2.11 (*Authority's Right to Assign/Novate Licences*); or

(b) complied with the provisions of Clause E2.20 (*Patents*).

E2.15 If the Contractor cannot obtain for the Authority a licence in respect of any Third Party Non-COTS Software and/or Third Party Non-COTS IPRs in accordance with the licence terms set out in Clause E2.14(a), the Contractor shall:

(a) notify the Authority in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Contractor could seek to use; and

(b) use the relevant Third Party Non-COTS Software and/or Third Party Non-COTS IPRs only if the Authority has first approved in writing either:

(i) the terms of the licence from the relevant third party; or

(ii) use without a licence, with reference to the acts authorised and the specific IPR involved. In spite of any other provisions of this Contract and for the avoidance of doubt, award of this Contract by the Authority and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

E2.16 The Contractor shall:

(a) notify the Authority in writing of all Third Party COTS Software and Third Party COTS IPRs that it uses and the terms on which it uses them; and

(b) unless instructed otherwise in writing by the Authority in any case within twenty (20) Working Days of notification pursuant to Clause E2.15(a) use all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS Software and Third Party COTS IPRs grants a direct licence to the Authority on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

E2.17 Should the Contractor become aware at any time, including after termination, that the Specially Written Software, Collaboration Software, the Project Specific IPRs and/or the Collaboration Specific IPRs contain any Intellectual Property Rights for which the Authority does not have a suitable licence, then the Contractor must notify the Authority within ten (10) days of what those rights are and which parts of the Specially Written Software, Collaboration Software, the Project Specific IPRs and/or the Collaboration Specific IPRs they are found in.

Termination and Replacement Contractors

E2.18 For the avoidance of doubt, the termination or expiry of this Contract shall not of itself result in any termination of any of the licences granted by the Contractor or relevant third party pursuant to or as contemplated by this Clause E2.

E2.19 The Contractor shall, if requested by the Authority in accordance with Schedule 20 (*Exit Management*) and at the Contractor's cost:

(a) grant (or procure the grant) to any Replacement Contractor of:

(i) a licence to use any Contractor Non-COTS Software, Contractor Non-COTS Background IPRs, Third Party Non-COTS IPRs, Specially Written Software, Project Specific IPRs and/or Third Party Non-COTS Software on a royalty-free basis to the Replacement Contractor and on terms no less favourable than those granted to the Authority in respect of the relevant Software and/or IPRs pursuant to or as contemplated by this Clause E2 subject to receipt by the Contractor of a confidentiality undertaking in its favour in or substantially in the form set out in Annex 2 to Schedule 6 (*IPR and Software*) duly executed by the Replacement Contractor;

(ii) a licence to use any Contractor COTS Software and/or Contractor COTS Background IPRs, on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the Contractor; and/or

(b) use all reasonable endeavours to procure the grant to any Replacement Contractor of a licence to use any Third Party COTS Software and/or Third Party COTS IPRs on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

Patents

E2.20 Where a patent owned by the Contractor is necessarily infringed by the use of the Specially Written Software, Collaboration Software, Project Specific IPRs or Collaboration Specific IPRs by the Authority or any Replacement Contractor, the Contractor hereby grants to the Authority and the Replacement Contractor a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software solely for the purpose for which they were delivered under this Contract or the Collaboration Agreement.

E3 LICENCES GRANTED BY THE AUTHORITY

E3.1 Subject to Clause E3.2, the Authority hereby grants to the Contractor a royalty-free, non-exclusive, non-transferable licence during the Term (including any termination assistance period where necessary) and the duration of the Collaboration Agreement to use the Authority Software, the Authority Background IPRs, Collaboration Software, Collaboration Specific IPRs and the Authority Data solely to the extent necessary for performing the Services or its obligations under the Collaboration Agreement in accordance with this Contract and/or the Collaboration Agreement, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

(a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Contractor on the same terms as set out in Clause D3 (*Confidential Information*); and

(b) the Contractor shall not, without the Authority's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Authority.

E3.2 Where the Contractor has contributed to the creation and/or development of any Collaboration Software and/or Collaboration Specific IPRs the Authority hereby grants to the Contractor a perpetual, worldwide, royalty-free, non-exclusive licence to use Collaboration Software and Collaboration Specific IPRs for the purpose of using or exploiting the Collaboration Software or Collaboration Specific IPRs, including the right to grant sub-licences without limitation.

E3.3 In the event of the later of termination or expiry of this Contract or the Collaboration Agreement, the licence granted pursuant to Clause E3.1 and any sub-licence granted by the Contractor in accordance with Clause E3.1 shall terminate automatically on the date of such termination or expiry and the Contractor shall:

(a) immediately cease all use of the Authority Software, the Authority Background IPRs, Collaboration Software, Collaboration Specific IPRs and the Authority Data (as the case may be);

(b) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the Authority Software, the Authority Background IPRs, Collaboration Software, Collaboration Specific IPRs and the Authority Data, provided that if the Authority has not made an election within six (6) Months of the termination of the licence, the Contractor may destroy the documents and other tangible materials that contain any of the Authority Software, the Authority Background IPRs, Collaboration Software, Collaboration Specific IPRs and the Authority Data (as the case may be); and

(c) ensure, so far as reasonably practicable, that any Authority Software, Authority Background IPRs, Collaboration Software, Collaboration Specific IPRs and Authority Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Contractor computer, word processor, voicemail system or any other Contractor device containing such Authority Software, Authority Background IPRs, Collaboration Software, Collaboration Specific IPRs and/or Authority Data.

E4 SPECIALLY WRITTEN SOFTWARE AND PROJECT SPECIFIC IPRs

E4.1 In the event the Contractor develops any Specially Written Software and/or the Project Specific IPRs for the provision of the Services, the Contractor may use and exploit the Specially Written Software and/or the Project Specific IPRs provided that:

(a) the Contractor must always offer a price and solution to the Authority which is in accordance with the Charges;

(b) where the Contractor proposes to exploit the Specially Written Software and/or the Project Specific IPRs, that it provides a detailed proposal of its plans for exploitation of the Specially Written Software and/or the Project Specific IPRs and the forecast returns, including (but not limited to) details of the goods and services to be offered by the Contractor which use the Specially Written Software and/or the Project Specific IPRs, the target markets and territory, the estimated level of orders, the marketing strategy; full details of the estimated costs, prices, revenues and profits; impact assessment on services delivered under this Contract; and any other information that would reasonably be required by the Authority to enable it to consider the commercial, legal and financial implications to the Parties of the proposal and any further information which the Authority may reasonably request;

(c) where the Contractor proposes to discount the prices offered to the Authority in return for the right to exploit the Specially Written Software and/or the Project Specific IPRs, that it provides clear evidence to demonstrate how the exploitation plans and financial information provided under Clause E4.1(b) above have been applied to the price for the Deliverables offered to the Authority and other potential users.

E4.2 The Contractor acknowledges and agrees that the Authority is under an obligation to comply with procurement Laws and subsidy control rules when considering proposals for alternative IPR arrangements and the Authority will need to consider its position and approach on a case-by-case basis.

E5 IPRs Claims

E5.1 The Contractor shall:

(a) not infringe any Intellectual Property Rights of any third party in supplying the Services; and

(b) at all times, during and after the Term, on written demand indemnify the Authority and each other Indemnified Person and keep indemnified the Authority and Indemnified Persons against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.

E5.2 The Authority shall notify the Contractor in writing of any IPRs Claim.

E5.3 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any IPRs Claim, provided that the Contractor 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).

E5.4 The Authority shall, at the request of the Contractor, afford to the Contractor all reasonable assistance for the purpose of contesting any IPRs Claim and without prejudice to the indemnity set out in Clause E5.1(b), the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.

E5.5 The Authority shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any IPRs Claim.

E5.6 If any IPRs Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall:

(a) notify the Authority and any relevant Indemnified Person; and

(b) at its own expense and subject to Approval (not to be unreasonably withheld or delayed), (without prejudice to the rights of the Authority under Clause G3.1(h)) use its best endeavours to:

(i) replace or modify the relevant item with non-infringing substitutes provided that:

A) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;

B) the replaced or modified item does not have an adverse effect on any other services or the Authority System or Contractor System;

C) there is no additional cost to the Authority or relevant Indemnified Person (as the case may be); and

D) the terms and conditions of this Contract shall apply to the replaced or modified Services; or

(ii) procure for the Authority or other relevant Indemnified Person a licence to continue to use the relevant item which is subject to the IPRs Claim on terms which are acceptable to the Authority.

E5.7 If the Contractor elects to modify or replace an item pursuant to Clause E5.6(b)(i) or to procure a licence in accordance with Clause E5.6(b)(ii), but this has not avoided or resolved the IPRs Claim, then:

(a) the Authority may terminate this Contract (if subsisting) with immediate effect by written notice to the Contractor; and

(b) without prejudice to the indemnity set out in Clause E5.1(b), the Contractor shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

F CONTROL OF THIS CONTRACT

F1 CONTRACT PERFORMANCE

F1.1 The Contractor shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

F1.2 At or around six (6) Months from the Services Commencement Date and each anniversary of the Services Commencement Date thereafter, the Authority may carry out a review of the performance of the Contractor (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 Contractor's delivery of the Services;

(b) the Contractor'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 Contractor 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 Contractor's obligations under this Contract.

F1.5 The Authority shall give the Contractor a copy of the Review Report (if applicable). The Authority shall consider any Contractor comments and may produce a revised Review Report.

F1.6 The Contractor shall, within ten (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 Contractor's failure to meet its obligations under this Contract identified by the Review Report, or those which result from the Contractor's failure to meet the Authority's expectations notified to the Contractor or of which the Contractor ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

F2 TRANSFER AND SUB-CONTRACTING

F2.1 Except where both Clauses F2.14 and F2.15 apply, the Contractor shall not transfer, charge, assign, sub-contract or in any other way dispose of this Contract or any part of it without Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of this Contract does not relieve the Contractor of any of its obligations or duties under this Contract.

F2.2 In order to receive Approval, the Contractor shall provide the Authority with:

(a) the proposed Sub-Contractor's name, registered office and company registration number;

(b) the scope/description of any Services to be provided by the proposed Sub-Contractor;

(c) where the proposed Sub-Contractor is an Affiliate of the Contractor, evidence that demonstrates to the reasonable satisfaction of the Authority

that the proposed Key Sub-Contractor has been agreed on "arms-length" terms; and

(d) where proposing a Key Sub-Contractor,

(i) the Key Sub-Contract price expressed as percentage of a total projected Charges over the Term; and

(ii) (where applicable) the Credit Rating Threshold (as defined in Schedule 25 (*Financial Distress*) of the Key Sub-Contractor.

F2.3 The Authority consents to the appointment of the Approved Sub-Contractors listed in Schedule 16 (*Approved Sub-Contractors and Authority Market Stewardship Principles*).

F2.4 In accordance with Schedule 16 (*Approved Sub-Contractors and Authority Market Stewardship Principles*), the Parties agree that they will update the List of Sub-Contractors and Key Sub-Contractors in Part A of Schedule 16 (*Approved Sub-Contractors and Authority Market Stewardship Principles*) to record any Sub-Contractors and Key Sub-Contractors appointed by the Contractor with Approval after the Effective Date for the purpose of the delivery of the Services.

F2.5 The provisions of Clause F2.1 do not apply to the entry into by the Contractor or relevant Sub-Contractor of the Sub-Contracts with the Approved Sub-Contractors.

F2.6 As set out in Schedule 16 (*Approved Sub-Contractors and Authority Market Stewardship Principles*), the Contractor shall comply with the Market Stewardship Principles when providing the Services, including to ensure that each Sub-Contract shall also comply with the Market Stewardship Principles.

F2.7 The Contractor is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Contractor shall provide each Sub-Contractor with a copy of this Contract and obtain written confirmation from them that they will provide the Services fully in accordance with this Contract.

F2.8 The Contractor shall ensure that Sub-Contractors retain all records relating to the Services for at least six (6) years from the date of their creation and make them available to the Authority on request in accordance with Clause F4 (*Audit*) and Schedule 22 (*Reporting Requirements*). 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 Contractor on the basis of such documents or work carried out by the Sub-Contractor.

F2.9 If the Authority has consented to the award of a Sub-Contract, the Contractor shall ensure that:

(a) the Sub-Contract contains:

(i) provisions which will enable the Contractor to discharge its obligations under this Contract;

(ii) a right under CRTPA for the Authority to enforce any provisions under the Key Sub-Contract which are capable of conferring a benefit upon the Authority;

(iii) the conduct of audits set out in Clause F4 (*Audit*) and Schedule 22 (*Reporting Requirements*);

(iv) a provision enabling the Contractor, the Authority or any other person on behalf of the Authority to step-in on substantially the same terms as are set out in Clause F9 (*Authority Step-in*);

(v) a right for the Contractor to terminate if the Sub-Contractor does not comply with its obligations in Data Protection Legislation, environmental, social or labour law;

(vi) obligations no less onerous on the Sub-Contractor than those on the Contractor under this Contract in respect of data protection in Clauses D1 (*Authority Data*), D2 (*Data Protection and Privacy*), D3 (*Confidential Information*), D4 (*Transparency, Open Book Data* and *Freedom of Information)* and D5 (*Publicity, Media and Official Enquiries*) and Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*);

(vii) obligations no less onerous on the Sub-Contractor than those on the Contractor under this Contract in respect of security as set out in Schedule 7 (*Information Assurance and Security*);

(viii) the right for the Contractor or, as appropriate, Sub-Contractor to terminate the Sub-Contract voluntarily on terms no more onerous than the Authority's right to terminate this Contract voluntarily;

(ix) the right to enable the Contractor or, as appropriate, Sub-Contractor to assign or novate its rights and obligations under the Sub-Contract to the Authority or any Replacement Contractor free of charge in connection with the termination or expiry of this Contract pursuant to

an Authority request in accordance with Schedule 20 (*Exit Management*);

(x) a provision which requires payment by the Contractor to the Sub-Contractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice in respect of any amount which has fallen due and payable as required by the provisions of such Sub-Contract;

(xi) a requirement for a provision to be included in the contracts between the Sub-Contractor and its contractors which requires payment by the Sub-Contractor to its contractors within a specified period not exceeding 30 days from receipt of a valid invoice in respect of any amount which has fallen due and payable as required by the provisions of such contract;

(xii) provisions regarding the right of the Contractor to monitor the performance of the Sub-Contractor that are relevant and proportionate to the particular service the particular Sub-Contractor is to provide on terms based upon those performance measures placed upon the Contractor by the Authority under this Contract;

(xiii) provisions for the Sub-Contractor to provide such information as necessary for the Contractor to comply with its obligations in respect of Exit Information required pursuant to Schedule 20 (*Exit Management*) and employee information required pursuant to Schedule 17 (*TUPE, Employees and Pensions*);

(xiv) the Sub-Contractor includes a provision having the same effect as set out in this Clause F2.9(a) in any Sub-Contract which it awards; and

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

(b) where it is a Key Sub-Contract, the Sub-Contract also contains:

(i) a provision enabling the Authority to enforce the Key Sub-Contract as if it were the Contractor;

(ii) a provision enabling the Contractor to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Authority or any Replacement Contractor without

restriction (including any need to obtain any consent or approval) or payment by the Authority;

(iii) the keeping of records in respect of the services being provided under the Key Sub-Contract, consistent with Schedule 22 (*Reporting Requirements*); and

(iv) a provision restricting the ability of the Key Sub-Contractor to sub-contract all or any part of the services provided to the Contractor under the Key Sub-Contract without first seeking the written consent of the Authority;

(v) an obligation to co-operate with the Contractor and the Authority in order to give full effect to the provisions of Schedule 25 (*Financial Distress*), including meeting with the Contractor and the Authority to discuss and review the effect of the Financial Distress Event on the continued performance and delivery of the Services, and contributing to and complying with the Financial Distress Remediation Plan, and providing the information specified at Paragraph 4.3(b)(ii) of Schedule 25 (*Financial Distress*).

F2.10 Unless Approved otherwise, if the total value of this Contract over the Term is, or is likely to be, in excess of five million pound sterling (£5,000,000), the Contractor 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 twenty-five thousand pound sterling (£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 F2.10(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 Clause F2.10(a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.

F2.11 The Contractor 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 this 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.

F2.12 The Authority may from time to time change the format and the content of the information required pursuant to Clause F2.11.

F2.13 If the Authority believes there are:

(a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor 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 Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

F2.14 Notwithstanding Clause F2.1, the Contractor may assign to a third party (the "**Assignee**") the right to receive payment of the Charges or any part thereof due to the Contractor (including any interest which the Authority incurs under Clause C1 (*Payment and VAT*)). Any assignment under this Clause F2.14 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 this Contract in relation to the recovery of sums due but unpaid; and

(c) the Authority receiving notification under both Clauses F2.15 and F2.16.

F2.15 If the Contractor assigns the right to receive the Charges under Clause F2.14, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F2.16 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details in the United Kingdom to which the Authority can make payment.

F2.17 Clause C1 continues to apply in all other respects after the assignment and shall not be amended without Approval.

F2.18 Subject to Clause F2.19, the Authority may assign, novate or otherwise dispose of its rights and obligations under this 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 Contractor's obligations under this Contract.

F2.19 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to Clause F2.20, affect the validity of this Contract and this Contract shall bind and inure to the benefit of any successor body to the Authority.

F2.20 If the rights and obligations under this Contract are assigned, novated or otherwise disposed of pursuant to Clause F2.18 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 H3 are available to the Contractor 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 this Contract or any part thereof with the prior consent in writing of the Contractor (such consent not to be unreasonably withheld).

F2.21 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under this Contract. In such circumstances the Authority shall authorise the Transferee to

use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under this 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.

F2.22 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 this Contract.

F3 CHANGE

F3.1 Any requirement for a Change shall be subject to Schedule 4 (*Change Control Procedure*).

F3.2 The Contractor is deemed to warrant and represent that each Change Request Form has been executed by a duly authorised representative of the Contractor in addition to the warranties and representations set out in Clause G3.

F3.3 The Change Control Procedure outlined in Schedule 4 (*Change Control Procedure*) 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 Change Request Form to be issued on a retrospective basis which may itself vary the emergency Change.

F3.4 Subject to the terms of the Panel, the Contractor acknowledges that from time to time the Authority may add or remove Prisons from the scope of this Contract, which shall be agreed through the Change Control Procedure.

F4 AUDIT

F4.1 The Contractor shall:

(a) keep and maintain until seven (7) years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of this 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 this Contract;

(c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services;

(d) provide the Authority with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-Contractors) in relation to each audit.

(e) allow authorised representatives of the Authority and/or the National Audit Office to examine the Contractor's records and documents relating to this Contract and provide such copies and oral or written explanations as may reasonably be required; and

(f) 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 conducting a 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 Contractor shall provide such explanations as are reasonably required for these purposes.

F4.2 Without prejudice to the foregoing, the Contractor shall provide the Authority:

(a) as soon as they are available, and in any event within sixty (60) Working Days after the end of the first six (6) Months of each financial year of the Contractor during the Term, a copy, certified as a true copy by an authorised representative of the Contractor, of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Contractor and its Affiliates which would (if the Contractor were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of and for each such six (6) Month period; and

(b) as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Contractor, but not later than one hundred and thirty (130) Working Days after the end of each accounting reference period of the Contractor part or all of which falls during the Term, the Contractor's audited accounts and if applicable, of the consolidated audited accounts of the Contractor and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

F4.3 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.

F4.4 The Authority may, at its discretion, instruct the Contractor to carry out its own audit and provide such records to the Authority from time to time as the Authority reasonably requests.

F4.5 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Contractor and/or any of the Sub-Contractors for the purposes of and pursuant to applicable Law.

F4.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause F4, unless the audit identifies a material Default by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit. The Authority may, at its discretion, rely on any remedies in accordance with Clause F2 (or any other remedies in accordance with the remainder of this Contract) in the event that a Default is discovered during an audit.

F5 CONTRACT MANAGEMENT

The Contractor shall provide the Management Information in accordance with Schedule 12 (*Contract Management and Monitoring*) and Schedule 22 (*Reporting Requirements*).

F6 GOVERNANCE

The Parties shall comply with their respective obligations in relation to governance arrangements to be adopted by the Parties in meeting the requirements of this Contract as set out in Schedule 13 (*Governance*).

F7 KEY PERFORMANCE INDICATORS

F7.1 The Contractor shall perform its obligations under this Contract in accordance with, and at all times shall ensure that the Services comply with and meet all the requirements of the Key Performance Indicators.

F7.2 The Parties shall comply with their respective obligations in relation to the Key Performance Indicators as set out in Schedule 14 (*Key Performance Indicators*).

F8 BUSINESS CONTINUITY AND DISASTER RECOVERY

F8.1 The Parties shall comply with their respective obligations in relation to business continuity and disaster recovery arrangements as set out in Schedule 11 (*Business Continuity and Disaster Recovery*).

F8.2 Where a Disaster arises which prevents the usual performance of the Services at the Premises the Authority will work with the Contractor to arrange alternative delivery locations and the Contractor shall use all reasonable endeavours to continue the provision of Services.

F9 AUTHORITY STEP-IN

F9.1 A Step-In Trigger Event means:

(a) the Authority considers that the circumstances constitute an emergency despite the Contractor not being in breach of its obligations under this Contract;

(b) the existence of a serious risk exists to the health or safety of persons or property or to the environment in connection with the Services;

(c) a need by the Authority to take action to discharge a statutory duty

(d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under this Clause F9 (*Authority Step-In*) is necessary; and/or

(e) any event falling within the definition of Default by the Contractor;

F9.2 On the occurrence of a Step-In Trigger Event, the Authority may serve notice on the Contractor (a "**Step-In Notice**") that it will be taking action under this Clause F9 (*Authority Step-In*), either itself or with the assistance of a third party (provided that the Contractor may require any third parties to comply with a confidentiality undertaking equivalent to Clause D3 (*Confidential Information*)). The Step-In Notice shall set out the following:

(a) the action the Authority wishes to take and in particular the Services that it wishes to control (the "**Required Action**");

(b) the Step-In Trigger Event that has occurred and whether the Authority believes that the Required Action is due to the Contractor's Default;

(c) the date on which it wishes to commence the Required Action;

(d) the time period which it believes will be necessary for the Required Action; and

(e) to the extent practicable, the impact that the Authority anticipates the Required Action will have on the Contractor's obligations to provide the Services during the period that the Required Action is being taken.

F9.3 Following service of a Step-In Notice, the Authority shall:

(a) take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;

(b) keep records of the Required Action taken and provide information about the Required Action to the Contractor;

(c) co-operate wherever reasonable with the Contractor in order to enable the Contractor to continue to provide the Services in relation to which the Authority is not assuming control; and

(d) act reasonably in mitigating the cost that the Contractor will incur as a result of the exercise of the Authority's rights under this Clause F9 (*Authority Step-In*).

F9.4 For so long as and to the extent that the Required Action is continuing, then:

(a) the Contractor shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;

(b) In respect of the Services subject to the Required Action, the Authority shall be obliged to pay the Contractor the Charges due under Schedule 3 (*Charges*) as if the Contractor had met its obligations under this Contract after subtracting, where the Required Action arises from any performance, non-performance or breach of this Contract by the Contractor, the Withheld Performance Incentive Payment relating to the Required Action and the Authority's costs of taking the Required Action.

F9.5 If the Contractor demonstrates to the reasonable satisfaction of the Authority that the Required Action has resulted in:

(a) the degradation of any Services not subject to the Required Action; or

(b) the non-achievement of a KPI,

beyond that which would have been the case had the Authority not taken the Required Action, then the Contractor shall be entitled to an agreed adjustment of the Charges to put the Contractor in no better or worse position.

F9.6 Before ceasing to exercise its step-in rights under this Clause F9 (*Authority Step-In*) the Authority shall deliver a written notice to the Contractor (a "**Step-Out Notice**"), specifying:

(a) the Required Action it has actually taken; and

(b) the date on which the Authority plans to end the Required Action (the "**Step-Out Date**") subject to the Authority being satisfied with the Contractor's ability to resume the provision of the Services and the Contractor's plan developed in accordance with Clause F9.7 and F9.8.

F9.7 The Contractor shall, following receipt of a Step-Out Notice and not less than twenty (20) Working Days prior to the Step-Out Date, develop for the Authority's approval a draft plan (a "**Step-Out Plan**") relating to the resumption by the Contractor of the Services, including any action the Contractor proposes to take to ensure that the affected Services satisfy the requirements of this Contract.

F9.8 If the Authority does not approve the draft Step-Out Plan, the Authority shall inform the Contractor of its reasons for not approving it. The Contractor shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority's approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.

F9.9 The Contractor shall bear its own costs in connection with any step-in by the Authority under this Clause F9 (*Authority Step-In*), provided that the Authority shall reimburse the Contractor's reasonable additional expenses incurred directly as a result of any step-in action taken by the Authority under:

(a) Clause F9.1(a); or

(b) Clause F9.1(b), (c) and (d) (insofar as the primary cause of the Authority serving the Step-In Notice is identified as not being the result of the Contractor's Default).

F9.10 On the Step-Out Date:

(a) 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

(b) the Contractor shall resume the provision of all or any relevant part of the Services which were the subject of the Required Action.

F10 FINANCIAL DISTRESS

The Contractor shall comply with the provisions of Schedule 25 (*Financial Distress*).

G LIABILITIES

G1 LIABILITY, INDEMNITY AND INSURANCE

G1.1 Neither Party limits its liability for:

(a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);

(b) fraud or fraudulent misrepresentation by it or its employees;

(c) any breach of any obligation implied as to title by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) any liability to the extent it cannot be limited or excluded by Law.

G1.2 The Contractor's liability in respect of any breach of Clause D3 (*Confidential Information*), Schedule 7 (*Information Assurance and Security*) and Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*) and the indemnities in Clauses C1.10 (*VAT*), E5 (*IPR, Claims*), G4.2(b)(*Tax Compliance*), Schedule 7 (*Information Assurance and Security*), Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*) and Schedule 17 (*TUPE, Employees and Pensions*) shall be unlimited.

G1.3 Subject to Clause G1.4, the Contractor 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 Contractor of its obligations under this Contract or the presence of the Contractor 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 Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

G1.4 Subject to Clauses G1.1, G1.2 and G1.7:

(a) the Contractor's aggregate liability in respect of loss of or damage to the Premises or other Property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority Data or any other data) that is caused by Defaults of the Contractor occurring in each and any Contract Year shall in no event exceed the higher of twenty million pound sterling (£20 million) and the level of insurance cover the Contractor is required to maintain under Schedule 18 (*Insurances*);

(b) the Contractor's aggregate liability in respect of loss of or damage to Authority Data or Losses incurred by the Authority due to breach of Data Protection Legislation and Schedule 10 (*Data Processing*) that is caused by Default of the Contractor occurring in each and any Contract Year shall in no event exceed seventeen million five hundred thousand pound sterling (£17.5 million); and

(c) the liability caps set out in G1.3(a) and G1.3(b) shall be indexed on the anniversary of the Effective Date to reflect the percentage change in the consumer price index published by the Office of National Statistics during that one year period immediately following the Effective Date. Subsequent adjustments shall take place on each following yearly anniversary to reflect the percentage change in the consumer price index since the previous change. The liability caps shall never be indexed to lower than the value as at the Effective Date.

G1.5 The Contractor's aggregate liability in respect of Uninsured Losses incurred by the Authority under or in connection with this Contract as a result of Defaults by the Contractor (other than damage to Property, Premises, or loss or damage to data or breach of Data Protection Legislation or Schedule 10 (*Data Processing*), where the caps in Clause G1.4 shall apply) shall not exceed:

(i) in relation to Defaults occurring during the period from the Effective Date to the end of the first Financial Year, an amount equal to one hundred and fifty per cent (150%) of the Maximum Annual Funding for the first Financial Year;

(ii) in relation to Defaults occurring during any subsequent Financial Year, an amount equal to one hundred and fifty per cent (150%) of the Maximum Annual Funding for the relevant Financial Year; and

(iii) in relation to Defaults occurring after the end of the Term, an amount equal to one hundred and fifty per cent (150%) of the Maximum Annual Funding for the final Financial Year of the Term,

provided that where any Losses referred to this clause have been incurred by the Authority as a result of the Contractor's abandonment of this Contract or the Contractor's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the references in such clause to 150% shall be deemed to be references to 200%.

G1.6 Notwithstanding Clause G1.2, the Authority's aggregate liability in respect of all Losses incurred by the Contractor under or in connection with this Contract shall not exceed:

(a) in relation to Defaults occurring during the period from the Effective Date to the end of the first Financial Year, an amount equal to the Maximum Annual Funding for the first Financial Year;

(b) in relation to Defaults occurring during any subsequent Financial Year, an amount equal to the Maximum Annual Funding for the relevant Financial Year; and

(c) in relation to Defaults occurring after the end of the Term, an amount equal to the Maximum Annual Funding for the final Financial Year of the Term.

G1.7 Subject to Clauses G1.1, G1.2, and G1.3, neither Party is liable to the other Party for any:

(a) loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect); or

(b) indirect, special or consequential Losses.

G1.8 Notwithstanding Clause G1.6 but subject to Clause G1.3, the Contractor acknowledges that the Authority may, amongst other things, recover from the Contractor the following losses incurred by the Authority to the extent they arise as a result of a Default by the Contractor:

(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 Replacement Services for the remainder of the Term (which at the Authority's option may include Extensions) and/or replacement deliverables which shall include any incremental costs

associated with the Replacement Services and/or replacement deliverables above those which would have been payable under this Contract;

(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.

G1.9 Without prejudice to its obligations to the Authority under this Contract, including its indemnity and liability obligations, the Contractor shall for the periods specified in Schedule 18 (*Insurances*) take out and maintain, or procure the taking out and maintenance of the insurances as set out in Schedule 18 (*Insurances*) and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Contractor shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.

G1.10 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

G1.11 The Insurances shall be taken out and maintained with insurers who are:

(a) of good financial standing;

(b) appropriately regulated;

(c) regulated by the applicable regulatory body and are in good standing with that regulator; and

(d) of good repute in the international insurance market.

G1.12 The Contractor shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with this Contract and for which the Contractor is legally liable.

G1.13 Without limiting the other provisions of this Contract, the Contractor shall:

(a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a

prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

(b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Contractor is or becomes aware; and

(c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

G1.14 The Contractor shall upon the Effective Date and within fifteen (15) Working Days after the renewal or replacement of each of the insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of Schedule 18 (*Insurances*). Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contractor of any of its liabilities and obligations under this Contract.

G1.15 If the Contractor does not have and maintain the insurances required by this Contract in full force and effect, the Authority may elect (but shall not be obliged to) following written notice to the Contractor to purchase the relevant insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.

G1.16 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Contract.

G1.17 The Contractor shall not take any action or fail to take any action or permit anything to occur in relation to the Contractor, which would entitle any insurer to refuse to pay any claim under any of the Insurances.

G1.18 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the insurances whether under the terms of this Contract or otherwise.

G1.19 Subject to Clause G1.20, the Contractor shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

G1.20 Without prejudice to the Contractor's obligations under Clause G1.14, Clause G1.18 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances.

G1.21 The Contractor shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Contract, the Contractor shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

G1.22 The Contractor shall maintain a register of all claims under the Insurances in connection with this Contract and shall allow the Authority to review such register at any time.

G1.23 Except where the Authority is the claimant party, the Contractor shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of one hundred thousand pound sterling (£100,000) relating to or arising out of the provision of the Services or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

G1.24 Where any Insurance requires payment of a premium, the Contractor shall be liable for and shall promptly pay such premium.

G2 CONDUCT OF CLAIMS

G2.1 If a Party (the "**Beneficiary**") receives notice of any claim from a third party for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Contract (a "**Claim**"), then it shall give notice in writing to the Party from whom an indemnity is sought under this Contract (the "**Indemnifier**") as soon as reasonably practicable and in any event within ten (10) Working Days.

G2.2 The Beneficiary will allow the Indemnifier to conduct all negotiations and proceedings in relation to a Claim and will provide the Indemnifier with such reasonable assistance required by the Indemnifier, each at the Indemnifier's cost, regarding the Claim.

G2.3 The Beneficiary will not make an admission relating to the Claim without the prior written consent of the Indemnifier (not to be unreasonably withheld or delayed).

G2.4 The Indemnifier shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of the Beneficiary into disrepute.

G2.5 The Indemnifier shall not settle or compromise any Claim without the Beneficiary's prior written consent (not to be unreasonably withheld or delayed).

G2.6 Each Beneficiary shall at all times take all reasonable steps to minimise and mitigate any loss it may suffer as the result of a Claim.

G2.7 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers a sum which is directly referable to the Claim, the Beneficiary shall forthwith repay to the Indemnifier the lesser of:

(a) the sum recovered less any out-of-pocket costs properly incurred by the Beneficiary in recovering the same; and

(b) the amount paid to the Beneficiary by the Indemnifier in respect of the Claim.

G3 WARRANTIES AND REPRESENTATIONS

G3.1 The Contractor warrants and represents on the Effective Date and for the Term that:

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

(b) its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;

(c) in entering this Contract, it has not committed any fraud;

(d) as at the Effective Date, all information contained in the Tender or other offer made by the Contractor 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 this 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;

(e) 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 this Contract;

(f) 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 this Contract;

(g) 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

Contractor 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 Contractor's assets or revenue;

(h) it owns, or has obtained or is able to obtain all necessary rights in and to all Intellectual Property Rights and any other materials made available by the Contractor (and/or Sub-Contractor) to the Authority that are necessary for the performance of its obligations under this Contract and/or receipt of the Services by the Authority;

(i) in the three (3) years (or period of existence if the Contractor has not been in existence for three (3) years) prior to the date of this 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 this 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 this Contract; and

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

G3.2 The Contractor confirms that in entering into this 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 this Contract except those expressly set out in this Contract and the Contractor hereby waives and releases the Authority in respect thereof absolutely.

G3.3 If at any time the Contractor becomes aware that a representation or warranty given by it under Clause G3.1 or G3.2 has been breached, is untrue or is misleading, it

shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

G3.4 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which the Authority may have in respect of breach of that provision by the Contractor.

G3.5 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

G4 TAX COMPLIANCE

G4.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

(a) notify the Authority in writing of such fact within five (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.

G4.2 If the Contractor or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under this Contract, the Contractor 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 (including secondary contributions), apprenticeship levies, and social security contributions and any other liability, deduction, contribution, assessment or claim (including any interest, fines, penalties and/or expenses thereon) arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services by the Contractor or any Staff, including where the Authority is required to pay or account for to the relevant taxing authority any sums (of whatever type and nature) due to the engagement by the Contractor of any individual(s) engaged through a

limited company or partnership which meets the conditions specified in sections 61O or 61P of ITEPA.

(c) The Authority and the Contractor agree that, as between them for the purposes of the off-payroll working rules known as "IR35", the Contractor agrees that it is the "client" and shall be responsible for issuing all status determinations in respect of all persons engaged directly by the Contractor or indirectly through its supply chain and/or through a limited company or other entity.

H DEFAULT, DISRUPTION AND TERMINATION

H1 INSOLVENCY, CHANGE OF CONTROL, FINANCIAL DISTRESS, PARENT BREACH AND CROSS DEFAULT

INSOLVENCY EVENT

H1.1 The Authority may terminate this Contract with immediate effect by notice to the Contractor if an Insolvency Event occurs in respect of the Contractor or Guarantor.

CHANGE OF CONTROL

H1.2 The Contractor shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Contractor, Key Sub-Contractor or Guarantor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 (**"Change of Control"**). The Authority may terminate this Contract with immediate effect by notice upon:

(a) being notified that a Change of Control of the Contractor, Key Sub-Contractor, or Guarantor has occurred; or

(b) where no notification has been made, the date that the Authority becomes aware of the Change of Control of the Contractor, Key Sub-Contractor, or Guarantor

but the Authority is not permitted to terminate where:

(c) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed;

(d) the Authority has not served its notice of objection within six (6) Months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of or, if later, became aware of the Change of Control; or

(e) in the case of a Key Sub-Contractor, where notified by the Authority that it objects to such change of Control, the Contractor terminates the relevant Key Sub-Contract and replaces it with a comparable Key Sub-Contract which is approved by the Authority pursuant to Clause F2.1 (*Transfer and Sub-Contracting*).

FINANCIAL DISTRESS

H1.3 The Authority shall be entitled to terminate this Contract with immediate effect by notice to the Contractor if:

(a) the Contractor fails to notify the Authority of a Financial Distress Event in accordance with Paragraph 3.4(b) of Schedule 25 (*Financial Distress*);

(b) the Contractor fails to comply with any part of Paragraph 4.3 of Schedule 25 (*Financial Distress*);

(c) the Authority finally rejects a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.4 to 4.6(a) of Schedule 25 (*Financial Distress*); and/or

(d) the Contractor fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.7(c) of Schedule 25 (*Financial Distress*)).

H1.4 The Authority shall be entitled to terminate this Contract if the Contractor is required to provide CRP Information under Paragraph 9 of Part 2 of Schedule 25 (*Financial Distress*) and either:

(a) the Contractor fails to provide the CRP Information within four (4) Months of the Effective Date if this is a Critical Service Contract or otherwise within four (4) Months of the request of the Relevant Authority's (as defined in Schedule 25 (*Financial Distress*); or

(b) the Contractor fails to obtain an Assurance from the Relevant Authority within four (4) Months of the date that it was first required to provide the CRP Information under this Contract.

GUARANTOR BREACH

H1.5 The Authority shall be entitled to terminate this Contract with immediate effect by notice to the Contractor if:

(a) any breach by the Guarantor occurs of any of its obligations under the Parent Company Guarantee that is not rectified within twenty (20) Working Days of the date the Authority demanded payment or performance under the Parent Company Guarantee, provided such demand is made on or after the due date of payment; or

(b) the Parent Company Guarantee becomes void or unenforceable and is not otherwise replaced as soon as reasonably practicable and, in any event, within twenty (20) Working Days, with a Parent Company Guarantee on the same terms by the Contractor's ultimate holding company.

CROSS DEFAULT

H1.6 The Authority shall be entitled to terminate this Contract with immediate effect by notice to the Contractor if any other Relevant Contract is terminated by the Authority for an Insolvency Event or Default (each as defined in that Relevant Contract).

H2 MATERIAL BREACH

H2.1 If the Authority reasonably believes the Contractor has committed a Material Breach it may, without prejudice to its rights under Clause H3 (*Default*), do any of the following:

(a) without terminating this Contract, itself supply or procure the supply of all or part of the Services in accordance with Clause F9.1 until such time as the Contractor has demonstrated to the Authority's reasonable satisfaction that the Contractor will be able to supply the Services in accordance with the Specification and this Contract;

(b) without terminating the whole of this Contract, terminate this Contract in respect of part of the Services only (whereupon a corresponding reduction in the Charges 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 Contractor in such amount as the Authority reasonably deems appropriate in each particular case; and/or

(d) terminate this Contract in accordance with Clause H3 (*Default*).

H2.2 Without prejudice to its right under Clause C2 (*Recovery of Sums Due*), the Authority may charge the Contractor 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 Contractor for such terminated part of the Services.

H2.3 If the Authority reasonably believes the Contractor has failed to supply all or any part of the Services in accordance with this 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 Contractor notice specifying the way in which its performance falls short of the requirements of this Contract or is otherwise unsatisfactory.

H2.4 If the Contractor has been notified of a failure in accordance with Clause H2.3 the Authority may:

(a) direct the Contractor 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 Contractor in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

H2.5 If the Contractor has been notified of a failure in accordance with Clause H2.3, 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 H2.5 and the progress of those measures until resolved to the satisfaction of the Authority.

H2.6 If, having been notified of any failure, the Contractor does not remedy it in accordance with Clause H2.4 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate this Contract immediately on notice to the Contractor.

H3 DEFAULT

H3.1 The Authority may terminate this Contract (in whole or in part at the Authority's sole discretion) with immediate effect by notice if the Contractor commits a Default and:

(a) the Contractor has not remedied the Default to the satisfaction of the Authority within twenty (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 acting reasonably, capable of remedy; or

(c) the Default is a Material Breach.

H3.2 If, through any Default of the Contractor, data transmitted or processed in connection with this Contract is either lost or sufficiently degraded as to be unusable, the Contractor will be 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.

H3.3 If the Authority fails to pay the Contractor undisputed sums of money amounting to 10% of the Maximum Annual Funding when due, the Contractor shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 40 Working Days of the date of such notice, the Contractor may terminate this 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 C1.5 or to a Force Majeure Event.

H4 TERMINATION ON NOTICE

The Authority may terminate this Contract (in whole or in part) at any time by six (6) Months' notice in writing to the Contractor.

H5 OTHER GROUNDS

The Authority may terminate this Contract if:

(a) this Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

(b) the Contractor was, at the time this 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 this Contract; or

(c) the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H6 TERMINATION FOR PROLONGED FORCE MAJEURE EVENTS

If a Force Majeure Event (as set out in Clause I2 (*Force Majeure Events*)) continues for a period of more than ninety (90) Working Days or more from the date upon which the Affected Party serves notice on the other Party of its occurrence, either Party may by twenty (20) Working Days' notice to the other Party:

(a) terminate any Services affected by the Force Majeure Event; or

(b) if substantially all of the Parties' obligations have been affected by the Force Majeure Event, terminate this Contract as a whole,

and this Contract (or the part of this Contract related to the affected Services) shall be terminated.

H7 CONSEQUENCES OF EXPIRY OR TERMINATION

H7.1 The provisions of clauses B5.14(d) (*Inherited Equipment*), B10.6 (*Property*), C1 (*Payment and VAT*), C2 (*Recovery of Sums Due*), D1 (*Authority Data*), D2 (*Data Protection and Privacy*), D4 (*Freedom of Information*), D3 (*Confidential Information*), E1 (*Intellectual Property Rights*), E2 (*Transfer and Licences Granted by the Authority and the Contractor*), E4 (*Specially Written Software and Project Specific IPRs*), E5 (*IPR Claims*), F4 (*Audit*), G1 (*Liability, Indemnity and Insurance*), G2 (*Conduct of Claims*), G4 (*Tax Compliance*), H7 (*Consequences of Expiry or Termination*), I1 (*Dispute Resolution*), I5 (*Rights of Third Parties*), I8 (*Severability*), I9 (*Entire Agreement*) and I12 (*Governing Law and Jurisdiction*), and the provisions of Schedule 1 (*Definitions*), Schedule 3 (*Charges*), Schedule 6 (*IPR and Software*), Schedule 7 (*Information Assurance and Security*), Schedule 10 (*Data Processing*), Schedule 17 (*TUPE, Employees and Pensions*), Schedule 20 (*Exit Management*), and Schedule 22 (*Reporting Requirements*), shall survive the termination or expiry of this Contract.

H7.2 Where this Contract has been terminated by the Authority pursuant to:

(a) Clause H1.1 (*Insolvency Event*);

(b) Clause H1.2 (*Change of Control*);

(c) Clause H1.3 or H1.4 (*Financial Distress Breach*);

(d) Clause H1.5 (*Guarantor Breach*);

(e) Clause H1.6 (*Cross Default*);

(f) Clause H2 (*Material Breach*);

(g) Clause H3 (*Default*);

(h) Clause H5 (*Other Grounds*);

(i) Clause H8.4 (*Disruption*);

(j) Clause D3.11 (*Confidentiality*);

(k) Clause E5.7 (*IPRs Claims*);

(l) Clause I4.2 (*Conflicts of Interest*),

the only payments that the Authority shall be required to make as a result of such termination (whether by compensation or otherwise) are:

(m) payments in respect of any assets in accordance with Schedule 20 (*Exit Management*); and

(n) payments in respect of unpaid Charges for Services received up until the termination date.

H7.3 If the Authority terminates this Contract under those clauses listed in Clause H2 or H5 and makes other arrangements for the supply of the Services the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.

H7.4 If this Contract is terminated under those clauses listed in Clause H2 or H5 the Authority shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with this 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 H7.

H7.5 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Contract for a continuing Force Majeure Event pursuant to Clause H6.

H7.6 If this Contract is terminated by the Authority pursuant to Clause H4, the Authority shall pay the Contractor its reasonable and properly incurred and vouched breakage costs which shall be capped at an amount equal to the Charges over a 6 (six) Month period in the Contract Year in which the termination occurs.

H8 DISRUPTION

H8.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

H8.2 The Contractor 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 this Contract.

H8.3 If there is industrial action by Staff, the Contractor shall seek Approval for its proposals to continue to perform its obligations under this Contract.

H8.4 If the Contractor's proposals referred to in Clause H8.3 are considered insufficient or unacceptable by the Authority acting reasonably, this Contract may be terminated with immediate effect by the Authority.

H8.5 If the Contractor is unable to deliver the Services owing to disruption of the Authority's normal business (but not including a planned full or partial Lockdown or Standstill), the Contractor may request a reasonable allowance of time to reschedule planned delivery.

H9 EXIT MANAGEMENT

The Parties shall comply with the provisions of Schedule 20 (*Exit Management*) in relation to an orderly transition of the Services to the Authority or a Replacement Contractor (as appropriate).

H10 KNOWLEDGE RETENTION

The Contractor shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Contractor to the Authority on the expiry or earlier termination of this Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Contractor 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. Without prejudice to Schedule 20 (*Exit Management*), the Contractor shall comply with such requests for information in relation to the expiry or earlier termination of this Contract no later than fifteen (15) Working Days from the date that that request was made.

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 this Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute first, to the Escalation Board and if necessary, thereafter to the finance director of the Contractor and the commercial director of the Authority.

I1.2 Nothing in this dispute resolution procedure prevents the Parties from 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.

I1.3 If the dispute cannot be resolved by the Parties pursuant to Clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in Clause I1.5. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute shall be resolved in accordance with Clause I1.6.

I1.4 The obligations of the Parties under this Contract shall not cease or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of this Contract at all times.

I1.5 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 ten (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 ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (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 ten (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 this Contract without the prior written consent of both Parties; and

(f) if the Parties fail to reach agreement within sixty (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 I1.6.

I1.6 Subject to Clause I1.2 and I1.3, the Parties shall not institute court proceedings until the procedures set out in Clauses I1.1 and I1.3 have been completed save that:

(a) the Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with Clause I1.7;

(b) if the Contractor intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has twenty-one (21) days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with Clause I1.7; and

(c) the Contractor may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with Clause I1.7, to which the Authority may consent as it sees fit.

I1.7 If any arbitration proceedings are commenced pursuant to Clause I1.6:

(a) the arbitration will be governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Contractor (the "**Arbitration Notice**"):

(i) stating 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 Clause I1.7(a) shall be applied and are deemed to be incorporated by reference to this 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 I1.7(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 this Contract for as long as and only to the extent that the performance of those obligations is prevented by a Force Majeure Event. Any failure or delay by the Contractor in performing its obligations under this 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 Contractor.

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 Contractor 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 Contractor 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 this 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 Contractor 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 this Contract, then during the continuance of the Force Majeure Event:

(i) the other Party is not entitled to exercise its rights to terminate this Contract in whole or in part as a result of such failure pursuant to Clause H3.1 or H3.3; and

(ii) neither Party is liable for any Default arising as a result of such failure;

(b) the Contractor fails to perform its obligations in accordance with this Contract it is entitled to receive payment of the Charges (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 this Contract during the occurrence of the Force Majeure Event.

I2.7 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 this Contract.

I2.8 Relief from liability for the Affected Party under this Clause I2 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and is not dependent on the serving of a notice under Clause I2.7.

I3 NOTICES AND COMMUNICATIONS

I3.1 Subject to Clause I3.3, where this 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 Jaggaer.

I3.2 If it is not returned as undelivered a notice served in:

(a) a letter is deemed to have been received two (2) Working Days after the day it was sent; and

(b) an email is deemed to have been received four (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.

I3.3 Notices pursuant to Clauses I1, I2 or I7 or to terminate this Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

I3.4 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 this Contract:

(a) For the Authority:

Contact Name: REDACTED Section 40 of the FOIA: Personal Information

Address: REDACTED Section 40 of the FOIA: Personal Information

and

Email: REDACTED Section 40 of the FOIA: Personal Information

(b) For the Contractor:

Contact Name: REDACTED Section 40 of the FOIA: Personal Information

Address: REDACTED Section 40 of the FOIA: Personal Information and

Email: REDACTED Section 40 of the FOIA: Personal Information

I4 CONFLICTS OF INTEREST

I4.1 The Contractor shall ensure that neither the Contractor 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 Contractor and the duties owed to the Authority under this Contract. The Contractor will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.

I4.2 The Authority may terminate this Contract immediately by notice and/or take or require the Contractor 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 Contractor and the duties owed to the Authority under this 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 Clause D2 (*Data protection and Privacy*), Schedule 10 (*Data Processing*), Clause E5.1, Paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B (*Transferring Former Contractor Employees at Commencement of Services*) of Schedule 17 (*TUPE, Employees and Pensions*), Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*), Paragraphs 1.4, 2.3 and 2.8 of Part E (*Employment Exit Provisions*) of Schedule 17 (*TUPE, Employees and Pensions*) and Paragraph 6.10 of Schedule 20 (*Exit Management*) 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 CRTPA.

I5.2 Subject to Clause H7.1, a person who is not a Party has no right under the CRTPA to enforce this 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 this Contract may be made by the Parties without the consent of any Third Party Beneficiary.

I6 REMEDIES CUMULATIVE

Except as expressly provided in this Contract all remedies available to either Party for breach of this 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 this 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 this 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 this Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

I8 SEVERABILITY

If any part of this 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 this Contract shall continue in full effect as if this Contract had been executed with the invalid, illegal or unenforceable part eliminated.

I9 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. This 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 Contractor is neither relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor entitled to an increase in the Charges 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 Effective 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 Contractor 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 Charges or this Contract; and

(ii) relief from compliance with the Contractor's obligations is required; and

(b) provide the Authority with evidence:

(i) that the Contractor 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 Charges or relief from the Contractor'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 F3.

I11 COUNTERPARTS

This 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*) this 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 Contractor 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.

SIGNED by)
for and on behalf of the **Secretary of State**)
for Justice acting by)
)
)
)

Full Name: REDACTED Section 40 of the FOIA: Personal Information

Role: REDACTED Section 40 of the FOIA: Personal Information

……
Signature

SIGNED by **Milton Keynes College**)
Group)
acting by)
)
)

Full Name: REDACTED Section 40 of the FOIA: Personal Information

Role: REDACTED Section 40 of the FOIA: Personal Information

……
Signature

SCHEDULE 1 – DEFINITIONS

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	20 October 2023
V3.0	8 December 2023
V4.0	13 January 2025

1.1 In this Contract the following words and expressions shall have the meaning given to them, except as expressly provided otherwise:

"**10 Steps to Cyber Security**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**Accepted Employer**"	has the meaning given to it in Appendix D2 (*TPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Accessed Contracts**"	has the meaning given to it in Schedule 23 (*Accessed Contracts*).
"**Accounting Reference Date**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Additional Requirements**"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"**Additional Learning Needs**" or "**ALN**"	has the meaning given to it in Schedule 2 (*Specification*).
"ADP Escalation Process"	has the meaning given to it in Schedule 12 (*Contract Management and Monitoring*).
"ADP Mobilisation Escalation Process"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"**ADP Template**"	has the meaning given to it in Schedule 12 (*Contract Management and Monitoring*).
"**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.
"**Aggregate Annual Delivery Budget**"	has the meaning given to it in Schedule 3 *(Charges*).
"**Annual Commissioning Process**"	has the meaning given to it in Schedule 2 (*Specification*).

"**Annual Contract Review Meeting**"	has the meaning given to it in Schedule 13 *(Governance*).
"**Annual Delivery Budget**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Annual Delivery Plan**" or **"ADP"**	means each plan demonstrating how the Contractor will provide Services in each Prison in each Contract Year prepared in accordance with the requirements of Schedule 12 (*Contract Management and Monitoring*).
"**Annual Delivery Plan Planning Board**"	has the meaning given to it in Schedule 13 *(Governance*).
"**Anti-Slavery Policy**"	has the meaning given to it in Paragraph 4.1(b) of Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"**Approval**" and "**Approved**"	means the prior written consent of the Authority.
"**Approved Sub-Contractor**"	means any Sub-Contractor identified as such in Part 1 (*List of Approved Sub-Contractors*) of Schedule 16 (*Approved Sub-Contractors and Authority Market Stewardship Principles*).
"**Approved Sub-Licensee**"	means any of the following: (a) a Central Government Body; (b) any third-party providing services to a Central Government Body; and/or (c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority.
"**Asset List**"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"**Assets**"	has the meaning given to it in Schedule 20 (*Exit Management*).

"**Associated Person**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"**Assurance**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Audit Agent**"	means: (a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Authority to carry out audit or similar review functions; and (f) successors or assignees of any of the above.
"**Authorised Representative**"	means the Authority representative named in a CCN as authorised to approve Changes.
"**Authority**"	means the Secretary of State for Justice of 102 Petty France, London, SW1H 9AJ acting as part of the Crown.
"**Authority Assets**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Authority Background IPRs**"	means the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services or the Collaboration Agreement.

"**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 Contractor by or on behalf of the Authority; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Authority is the Controller.
"Authority Digital"	has the meaning given to it in Schedule 24 (*Collaboration*).
"Authority Group Member"	has the meaning given to it in Schedule 13 *(Governance*).
"**Authority Materials**"	has the meaning given to it in Schedule 20 (*Exit Management)*.
"**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 Contractor 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 this Contract) and which is or will be used by the Contractor 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 Contractor in connection with this Contract which is owned by or licensed to the Authority by a third-party and which interfaces with the Contractor System or

	which is necessary for the Authority to receive the Services.
"**Authority's ICT System**"	has the meaning given to it in Schedule 2 (*Specification*).
"**Authority's Representative**"	has the meaning given to it in Schedule 13 (Governance).
"**Base Date**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Base Indirect Cost of Education Delivery Annual Charge**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Base Learner Delivery Hour Rate**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Base Libraries Annual Charge**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Baseline Payment**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Baseline Security Requirements**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**Basware**"	means Basware eMarketplace; the procurement software used by the Authority for its financial transactions.
"**BCDR Plan**"	has the meaning given to it in Schedule 11 (*Business Continuity and Disaster Recovery*).
"**BCST**"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"**Bedding In Period**"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"**Biannual Supplier Relationship Management Board**"	has the meaning given to it in Schedule 13 *(Governance*).
"**Blended Learning**"	has the meaning given to it in Schedule 2 (*Specification*).

"**BPSS**"	means the Government's Baseline Personnel Security Standard for Government employees.
"**Breach of Security**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**Broadly Comparable**"	has the meaning given to it in Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Business Continuity Plan**"	has the meaning given to it in Schedule 11 (*Business Continuity and Disaster Recovery*).
"**Business Continuity Services**"	has the meaning given to it in Schedule 11 (*Business Continuity and Disaster Recovery*).
"**Cabinet Office Markets and Suppliers Team**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Careers Information Advice and Guidance**" or "**CIAG**"	has the meaning given to it in Schedule 13 *(Governance*).
"**Central Government Body**"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including: (a) Government Departments; (b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal); (c) Non-Ministerial Departments; or (d) Executive Agencies.
"**Certification Requirements**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).

"**CESG**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**Change Communication**"	has the meaning given to it in Schedule 4 (*Change Control Procedure*).
"**Change Control Procedure**"	means the procedure for changing this Contract set out in Schedule 4 (*Change Control Procedure*).
"**Change Request Form**"	has the meaning given to it in Schedule 4 (*Change Control Procedure*).
"**Certification Requirements**"	has the meaning given to it in Schedule 7 (*Information Assurance & Security*).
"**Change**"	means a change in any of the terms or conditions of this Contract.
"**Change in Law**"	means any change in Law which affects the performance of the Services which comes into force after the Effective Date.
"**Change of Control**"	has the meaning given to it in Clause H1.2 (*Change of Control*).
"**Charges**"	has the meaning given to it in Schedule 3 (*Charges*).
"**CIAG Provider**"	has the meaning given to it in Schedule 24 (*Collaboration*).
"**Code**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"**Collaboration Agreement**"	has the meaning given to it in Schedule 24 (*Collaboration*).
"**Collaboration Behaviours**"	has the meaning given to it in Schedule 24 (*Collaboration*).
"**Collaboration Delivery Partners**"	has the meaning given to it in Schedule 24 (*Collaboration*).
"**Collaboration Forums**"	has the meaning given to it in Schedule 13 *(Governance*).

"**Collaboration Software**"	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Contractor (or by a Sub-contractor or other third party on behalf of the Contractor) specifically for the purposes of the Collaboration Agreement, including any modifications or enhancements to Contractor Software or Third-Party Software created specifically for the purposes of the Collaboration Agreement but excluding any Specially Written Software.
"**Collaboration Specific IPRs**"	means: (a) Intellectual Property Rights in items created by the Contractor (or by a third-party on behalf of the Contractor) specifically for the purposes of the Collaboration Agreement and updates and amendments of these items including (but not limited to) database scheme; and/or (b) Intellectual Property Rights arising as a result of the performance of the Contractor's obligations under the Collaboration Agreement, but shall not include the Project Specific IPRs, Contractor Background IPRs, Collaboration Software or the Specially Written Software.
"**Collaboration Sponsor**"	has the meaning given to it in Schedule 24 *(Collaboration*).
"**Collaborative Intention**"	has the meaning given to it in Schedule 24 *(Collaboration*).
"**Collaborative Objectives**"	has the meaning given to it in Schedule 24 *(Collaboration*).
"**Commercially Sensitive Information**"	means the information listed in Schedule 5 (*Commercially Sensitive Information*)

	comprising the information of a commercially sensitive nature relating to: (a) the Charges; and/or (b) the Contractor's business and investment plans, which the Contractor has informed the Authority would cause the Contractor significant commercial disadvantage or material financial loss if it was disclosed.
"**Common Awarding Organisations**"	has the meaning given to it in Schedule 23 (*Accessed Contracts*).
"**Common Awarding Organisation Contract Subject Areas**"	has the meaning given to it in Schedule 23 (*Accessed Contracts*).
"**Common Awarding Organisation Contracts**"	has the meaning given to it in Schedule 23 (*Accessed Contracts*).
"Comparable Supply"	means the supply of services to another customer of the Contractor that are the same as or similar to any of the Services.
"**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 D3 (*Confidential Information*); (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.
"**Continuous Improvement Plan**"	has the meaning given to it in Schedule 12 (*Contract Management and Monitoring*).
"**Contract**"	means these terms and conditions, the attached Schedules, Appendices, Annexes and any other provisions the Parties expressly agree are included.
"**Contract Change Notice**" or "**CCN**"	has the meaning given to it in Schedule 4 (*Change Control Procedure*).
"**Contract Year**"	means: a) for Contract Year 1, the period from 1st October 2025 to 31st March 2026; and b) for each subsequent Contract Year, the period from 1st April each year to the 31st March the following year provided that the final Contract Year shall end on the expiry or termination of the Term.
"Contract Year 1"	has the meaning given to it in Schedule 2 (*Specification*).
"**Contracting Authority**"	means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.
"**Contractor Background IPR**"	means: (a) Intellectual Property Rights owned by the Contractor before the Effective Date, for example those subsisting in

the Contractor's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Contractor's Know-How, documentation, processes and procedures or generic business methodologies; and/or

(b) Intellectual Property Rights created by the Contractor independently of this Contract and/or the Collaboration Agreement,

which in each case is or will be used before or during the Term (or any Termination Assistance Period) or term of the Collaboration Agreement for designing, testing implementing or providing the Services or for performing its obligations under the Collaboration Agreement but excluding Intellectual Property Rights owned by the Contractor subsisting in the Contractor Software.

Contractor COTS Background IPRs" means any embodiments of Contractor Background IPRs that:

(a) the Contractor makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Contractor save as to price; and

(b) has a Non-trivial Customer Base.

"**Contractor COTS Software**" means Contractor Software (including Open Source Software) that:

(a) the Contractor makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard

	terms which are not typically negotiated by the Contractor save as to price; and (b) has a Non-trivial Customer Base.
"Core Education Provision Improvement Plan" or "CEPIP"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"**Contractor Non-COTS Background IPRs**"	means any embodiments of Contractor Background IPRs that have been delivered by the Contractor to the Authority and that are not Contractor COTS Background IPRs.
"**Contractor Non-COTS Software**"	means Contractor Software that is not Contractor COTS Software.
"**Contractor Software**"	means software which is proprietary to the Contractor (or an Affiliate of the Contractor) and which is or will be used by the Contractor for the purposes of providing the Services or for performing its obligations under the Collaboration Agreement, including the Software specified as such in Schedule 6 (*IPR and Software*).
"**Contractor System**"	means the information and communications technology system used by the Contractor in performing the Services including the Contractor Software, the Equipment and related cabling (but excluding the Authority System).
"Contractor's Final Contractor Personnel List"	has the meaning given to it in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"Contractor's Proposals"	has the meaning given to it in Schedule 11 (*Business Continuity and Disaster Recovery*).
"Contractor's Provisional Contractor Personnel List"	has the meaning given to it in in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).

"**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**"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Core Education Contractors**"	has the meaning given to it in Schedule 24 (*Collaboration*).
"**Core Education Service**"	has the meaning given to it in Schedule 2 (*Specification*).
"**Costs subject to CPI**"	has the meaning given to it in Schedule 3 (*Charges*).
"**CPA**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"**Credit Rating Threshold**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Critical National Infrastructure**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Critical Service Contract**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**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.

"**CRP**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"**CRP Information**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**CRTPA**"	means the Contracts (Rights of Third Parties) Act 1999.
"**CVE Categorisation**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"**Cyber Essentials**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"**Cyber Essentials Plus**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"**Cyber Essentials Scheme**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"**Data Loss Event**"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Data Map**"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Data Mapping**"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Data Protection Impact Assessment**"	has the meaning given to it in Schedule 10 (*Data Processing*).

"**Data Protection Legislation**"	means: (a) the UK GDPR and applicable implementing Laws; (b) the DPA to the extent that it relates to the processing of Personal Data and privacy; (c) all applicable Laws relating to the processing of Personal Data and privacy.
"**Data Protection Officer**"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Data Subject**"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Data Subject Request**"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Default**"	means any breach of the obligations or warranties of the relevant Party (including abandonment of this 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 this Contract.
"**Deliverable**"	means an item or feature delivered or to be delivered by the Contractor.
"**DHCP**"	means a network server that automatically provides and assigns IP addresses, default gateways and other network parameters to client devices.
"**Digital Assets Lists**"	has the meaning given to it in Schedule 2 (*Specification*).
"**Digital Equipment**"	has the meaning given to it in Schedule 2 (*Specification*).

"Digital Skills"	has the meaning given to it in Schedule 2 (*Specification*).
"Disaster"	has the meaning given to it in Schedule 11 (*Business Continuity and Disaster Recovery*).
"Disaster Recovery Plan"	has the meaning given to it in Schedule 11 (*Business Continuity and Disaster Recovery*).
"Disaster Recovery Services"	has the meaning given to it in Schedule 11 (*Business Continuity and Disaster Recovery*).
"Disaster Recovery System"	has the meaning given to it in Schedule 11 (*Business Continuity and Disaster Recovery*).
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.
"**Dispute Resolution Procedure**"	means the procedure for resolving disputes arising out of or in connection with this Contract, as set out in Clause I1 (*Dispute Resolution*).
"**Documentation**"	means descriptions of the Services and Key Performance Indicators, details of the Contractor System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user

manuals, operating manuals, process definitions and procedures, and all such other documentation as:

(a) is required to be supplied by the Contractor to the Authority under this Contract or the Collaboration Agreement;

(b) would reasonably be required by a competent third-party contracted by the Authority, acting in accordance with Good Industry Practice, to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services or deliverables under the Collaboration Agreement;

(c) is required by the Contractor in order to provide the Services or perform its obligations under the Collaboration Agreement; and/or

(d) has been or shall be generated for the purpose of providing the Services or deliverables under the Collaboration Agreement.

"**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**"	has the meaning given to it in Schedule 10 (*Data Processing*).

"DPS Provider"	has the meaning given to it in Schedule 24 (*Collaboration*).
"Education, Skills and Work Pathway"	has the meaning given to it in Schedule 2 (*Specification*).
"Education Support Plan"	has the meaning given to it in Schedule 2 (*Specification*).
"**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.
"**Effective Date**"	means 19 June 2025.
"Emergency Exit"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Employee Liabilities**"	means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment or the engagement of an individual including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity

	or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) claims whether in tort, contract or statute or otherwise; and (g) any investigation relating to employment or individual engagement matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation.
"**Employment Regulations**"	has the meaning given to it in in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**EMS**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"**End Date**"	means the date specified in Clause A5 (*Term*).
"**Environmental Policy**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"**Equality, Diversity and Inclusion Plan**"	has the meaning given to it in Schedule 2 (*Specification*).
"**Equipment**"	means: (a) "**Inherited Equipment**", being equipment identified as Inherited

	Equipment in the Register as provided by the Authority to the Contractor for the provision of the Services; and
	(b) "**Authority Funded Equipment**", being equipment purchased by the Contractor for the provision of the Services but funded by the Authority through the Charges and identified as such in the Register.
"**Escalation Board**"	has the meaning given to it in Schedule 13 *(Governance*).
"**ESOL**"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"**Establishment Level Quality Improvement Group**"	has the meaning given to it in Schedule 13 *(Governance*).
"**Establishment Operational Performance Meeting**"	has the meaning given to it in Schedule 13 *(Governance*).
"**ESW**"	has the meaning given to it in Schedule 15 (*Key Personnel*).
"**Ethical Wall Agreement**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Exclusive Assets**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Exemption**"	means in respect of a KPI, the relevant exemptions listed in Schedule 14 (*Key Performance Indicators*).
"**Exit Information**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Exit Manager**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Exit Plan**"	has the meaning given to it in Schedule 20 (*Exit Management*).

"**Extension**"	means as it is defined in Clause A5 (*Term*).
"**Fair Deal Eligible Employees**"	has the meaning given to it in Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Fair Deal Employees**"	has the meaning given to it in Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Financial Distress Event**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Financial Distress Remediation Plan**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Financial Transparency Objectives**"	has the meaning given to it in Schedule 22 (*Reporting Requirements*).
"**Financial Representative**"	a reasonably skilled and experienced member of the Contractor's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and financial reports.
"**Financial Response Template**"	has the meaning given to it in Schedule 3 (*Charges*).
"**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, occurrence, circumstance, matter or cause affecting the performance by either the Authority or the Contractor of its obligations arising from: (a) acts, events, omissions, happenings or non-happenings beyond the

reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;

(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;

(c) acts of a Crown Body, local government or regulatory bodies;

(d) fire, flood or any disaster; or

(e) an industrial dispute affecting a third-party for which a substitute third-party is not reasonably available but excluding:

(i) any industrial dispute relating to the Contractor, the Staff (including any subsets of them) or any other failure in the Contractor or the Sub-Contractor's supply chain;

(ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and

(iii) any failure of delay caused by a lack of funds;

"**Former Contractor**"	has the meaning given to it in in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Functional Skills**"	has the meaning given to it in Schedule 2 (*Specification*).

"Fund"	has the meaning given to it in Appendix D1 (*LGPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"Fund Actuary"	has the meaning given to it in the relevant part of Schedule 17 (*TUPE, Employees and Pensions*).
"**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 Contractor) or which affects or relates to a Comparable Supply.
"**Good Industry Practice**"	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws.
"Governance Groups"	has the meaning given to it in Schedule 13 *(Governance*).
"**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.

"Government Contracts"	has the meaning given to it in Schedule 23 (*Accessed Contracts*).
"Government Security Classifications Scheme"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**Governor**"	has the meaning given to it in Schedule 2 (*Specification*).
"**Greening Government Commitments**"	means the standards published here: https://www.gov.uk/government/collections/greening-government-commitments.
"Group Meetings"	has the meaning given to it in Schedule 13 *(Governance*).
"Group Members"	has the meaning given to it in Schedule 13 *(Governance*).
"**Guarantor**"	means the Contractor's guarantor under the Parent Company Guarantee.
"**Halifax Abuse Principle**"	means the principle explained in the CJEU Case C-255/02 Halifax and others.
"**Health and Safety Policy**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"Healthcare Providers"	has the meaning given to it in Schedule 2 (*Specification*).
"HMIP"	has the meaning given to it in Schedule 13 *(Governance*).
"HMP Academies"	has the meaning given to it in Schedule 2 (*Specification*).
"**HMPPS**"	means HM Prison and Probation Service.
"HMPPS Dependency"	has the meaning given to it in Schedule 3 (*Charges*).
"HMPPS Information Security Policy"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*

"**HMPPS Intranet**"	has the meaning given to it in Schedule 2 (*Specification*).
"**HMRC**"	means HM Revenue & Customs.
"**Holding Company**"	shall have the meaning given to it in section 1159 of the Companies Act 2006 and, for the purposes only of the membership requirement in subsections 1159(1)(b) and (c), a company (the "first company") shall be treated as a member of another company (the "second company") if the shares in the second company are registered in the name of (a) another person (or its nominee), where the shares are held by such other person (or its nominee) by way of security or in connection with the taking of security from the first company, or (b) a nominee for the first company.
"**ID**"	has the meaning given to it in Schedule 8 (*Access to Prisons*).
"**ICT Environment**"	means the Authority System and the Contractor System.
"**IDTA Addendum**"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Impact Assessment**"	has the meaning given to it in Schedule 4 (*Change Control Procedure*).
"**Impact Assessment Estimate**"	has the meaning given to it in Schedule 4 (*Change Control Procedure*).
"**Improvement Actions**"	has the meaning given to it in Schedule 12 (*Contract Management and Monitoring*).
"**Improvement Notice**"	has the meaning given to it in Schedule 12 (*Contract Management and Monitoring*).
"**Improvement Plan**"	has the meaning given to it in Schedule 12 (*Contract Management and Monitoring*).
"**Indemnified Person**"	means the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority)

	sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract.
"Independent Valuer"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Indirect Cost of Education Delivery Annual Charge**"	has the meaning given to it in Schedule 3 (*Charges*).
"Indirect Cost of Education Delivery Payment"	has the meaning given to it in Schedule 3 (*Charges*).
"Initial Annual Delivery Plan"	has the meaning given to it in Schedule 12 (*Contract Management and Monitoring*).
"**Information**"	has the meaning given under section 84 of the FOIA.
"**Information Assets**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**Information Security Policy Framework**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**Initial Term**"	has the meaning given to it in Clause A5 (*Term*).
"Innovation & Change Pot"	has the meaning given to it in Schedule 2 (*Specification*).
"Innovation & Change Proposal"	has the meaning given to it in Schedule 2 (*Specification*).
"Innovation & Change Purpose"	has the meaning given to it in Schedule 2 (*Specification*).
"Insolvency Continuity Plan"	has the meaning given to it in Schedule 11 (*Business Continuity and Disaster Recovery*).
"**Insolvency Event**"	means with respect to any person, means: (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as

they fall due or admits inability to pay its debts, or:

i) (being a company, other body corporate or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or

ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;

(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;

(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress,

execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;

(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(f) where that person is a company, other body corporate, a LLP or a partnership:

i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person (including an education administration application and an education administration order pursuant to the

Technical and Further Education Act 2017);

iii) (being a company, other body corporate or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or

iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver (ignoring for this purpose the need for such holder to serve advance notice pursuant to Section 13 of the Technical and Further Education Act 201, where relevant) ; or

(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.

"**Insured Losses**"	means Losses for which the Contractor is required to maintain insurance (and whose value falls within the minimum required financial level of that insurance and disregarding any excess or deductibles that may apply to such insurance) pursuant to Clause G1.8 (*Liability, Indemnity and Insurance*).
"**Intellectual Property Rights**" or "**IPRs**"	means:

(a) copyright, rights related to or affording protection similar to copyright, rights in databases,

	patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction.
"**IPRs Claim**"	means any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Contractor, in either case in combination with any item not supplied or recommended by the Contractor pursuant to this Contract or for a purpose not reasonably to be inferred from the Specification or the provisions of this Contract.
"**ISMS**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**ISMP**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**ISO 14001**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).

"**ISO 27002**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"**ISO/IEC 27001:2022**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"**IT Health Check**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**ITEPA**"	means the Income Tax (Earnings and Pensions) Act 2003.
"**Joint Collaboration Plan**"	has the meaning given to it in Schedule 24 (*Collaboration*).
"**Key Performance Indicators**" or "**KPI**"	means the performance indicators set out in Appendix 1 (*Key Performance Indicators Descriptions*) to Schedule 14 (*Key Performance Indicators*).
"**Key Personnel**"	means the people named in Schedule 15 (*Key Personnel*) as key personnel, if any.
"**Key Sub-Contract**"	means each Sub-Contract with a Key Sub-Contractor.
"**Key Sub-Contractor**"	means any Sub-Contractor: (a) listed in Schedule 16 (*Approved Sub-Contractors and Authority Market Stewardship Principles*); (b) which, in the opinion of the Authority performs (or would perform if appointed) a critical role in provision of all or any part of the Services; and/or (c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract.
"**Know-How**"	means all ideas, concepts, schemes, information, knowledge, techniques,

	methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party's possession before this Contract
"**KPI Technical Notes**"	means the technical notes in Appendix 4 (*KPI Technical Notes*) to Schedule 14 (*Key Performance Indicators*).
"**Law**"	means law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, by-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 Contractor is bound to comply.
"**Law Enforcement Purposes**"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Learner Delivery Hour**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Learner Delivery Hour Rate**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Learner Delivery Hours Payment**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Learning Environment**"	has the meaning given to it in Schedule 2 (*Specification*).
"**Learning Needs Support Practitioners**"	has the meaning given to it in Schedule 2 (*Specification*).
"**LGPS Initial Contribution Rate**"	has the meaning given to it in Appendix D1 (*LGPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**LGPS**"	has the meaning given to it in Appendix D1 (*LGPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).

"**LGPS Admission Agreement**"	has the meaning given to it in Appendix D1 (*LGPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**LGPS Admission Body**"	has the meaning given to it in Appendix D1 (*LGPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**LGPS Eligible Employees**"	has the meaning given to it in Appendix D1 (*LGPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**LGPS Fair Deal Employees**"	has the meaning given to it in Appendix D1 (*LGPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**LGPS Participating Employees**"	has the meaning given to it in Appendix D1 (*LGPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**LGPS Regulations**"	has the meaning given to it in Appendix D1 (*LGPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Libraries Annual Charge**" or "**LAC**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Libraries Payment**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Library**"	has the meaning given to it in Schedule 13 *(Governance*).
"**Library Provider**"	has the meaning given to it in Schedule 24 *(Collaboration*).
"**Library Services**"	means the services as set out in Paragraph 4 (*Prison Library Services*) of Part 2 (*the Services*) of Schedule 2 (*Specification*).
"**Local Authority**"	has the meaning given to 'local authority' in the Local Government Act 1972.
"**Lockdown**"	means a period of time in which Prisoners must remain in their cell.

"**Local Parties**"	has the meaning given to it in Schedule 24 *(Collaboration*).
"Local Security Strategy" or **"LSS"**	has the meaning given to it in Schedule 8 (*Access to Prisons*).
"Local Targets"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"**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.
"Lot"	means a group of Prisons grouped together by the Authority for the purposes of delivery of PES.
"Lot Level Quality Improvement Group"	has the meaning given to it in Schedule 13 *(Governance*).
"LRS"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"**Management Information**"	has the meaning given to it in Schedule 22 (*Reporting Requirements*).
"**Mandatory Guidelines**"	means the guidelines as set out in Appendix B (*Mandatory Guidelines*) to Schedule 2 (*Specification*).
"**Market Stewardship Principles**"	means the principles set out in Part 2 (*Authority Market Stewardship Principles*) of Schedule 16 (*Approved Sub-Contractors and Authority Market Stewardship Principles*).
"**Material Breach**"	means a breach (including an anticipatory breach) of this Contract including (without limitation): (a) those having a serious effect on the benefit which the Authority would

	otherwise derive from a substantial or otherwise important part of this Contract or the Services; or
	(b) any of the obligations set out in Clauses B5 (*Installations and Assets*), D1 (*Authority Data*), D2 (*Data Protection and Privacy*), D3 (*Confidential Information*), G4 (*Tax Compliance*), I4 (*Conflicts of Interest*) or B12.2 (*Employment*).
"**Maximum Annual Funding**"	means, in a Contract Year, the maximum amount of the Charges which shall be payable to the Contractor (subject to the cap applied by Paragraph 2.3 of Schedule 3 (*Charges*)) [plus any amount payable by the Authority under Paragraph 5A of Annex D1 (*LGPS*) and/or (ii) Paragraph 4A of Annex D2 (*TPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*)][1].
"**Milestone**"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"**Milestone Achievement Criteria**"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"**Milestone Completion Date(s)**"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"**Minimum Cyber Security Standards**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"**Ministry of Justice IT and Cyber Security Guidance**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"**Mobilisation Deliverables**"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"**Mobilisation Meetings**"	has the meaning given to it in Schedule 21 (*Mobilisation*).

[1] **Note to Bidders**: wording in square brackets relevant only where Option B applies

"Mobilisation Payment"	has the meaning given to it in Schedule 3 (*Charges*).
"Mobilisation Period"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"**Mobilisation Phase**"	has the meaning given to it in Schedule 21 (*Mobilisation*)
"**Mobilisation Plan**"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"Mobilisation Project Manager"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"Mobilisation Progress Reports"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"**Modern Slavery Helpline**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility).*
"**Month**"	means a calendar month.
"Monthly Contract Review Meeting"	has the meaning given to it in Schedule 13 *(Governance*).
"Monthly Retained Performance Incentive Amount"	has the meaning given to it in Schedule 3 (*Charges*).
"**MSA**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility).*
"National Parties"	has the meaning given to it in Schedule 24 *(Collaboration*).
"National Targets"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"NCSC"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"NCSC Guidance"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*

"**Net Book Value**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**New Contractor**"	has the meaning given to it in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**New Fair Deal**"	has the meaning given to it in the relevant part of Schedule 17 (*TUPE, Employees and Pensions*).
"New Futures Network"	has the meaning given to it in Schedule 13 *(Governance*).
"**New Sub-Contractor**"	has the meaning given to it in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**NICs**"	means National Insurance Contributions.
"**Non-Delivered Learner Delivery Hour**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Non-Run (Educational)**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Non-Run (Operational)**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Non-trivial Customer Base**"	means a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor.
"**Notified Sub-Contractor**"	has the meaning given to it in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Object Code**"	means software and/or data in machine-readable, compiled object code form.
"**Occasion of Tax Non-Compliance**"	means: (a) any tax return of the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Effective Date or to a civil penalty for fraud or evasion.

"**OFSTED**"	has the meaning given to it in Schedule 13 *(Governance*).
"**Old Fair Deal**"	has the meaning given to it in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Onerous Contract**"	has the meaning given to it in Schedule 22 (*Reporting Requirements*).

"**Onerous Contract Report**"	has the meaning given to it in Schedule 22 (*Reporting Requirements*).
"**Open Source Software**"	means computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source.
"**Open Book Data**"	means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the costs incurred or savings made by the Contractor (in particular in respect of Paragraph 5A of Annex D1 (*LGPS*) and/or (ii) Paragraph 4A of Annex D2 (*TPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*) and the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to: (a) the Contractor's costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; (b) the Indirect Cost of Education Delivery Payment; (c) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; (d) confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Contractor; (e) an explanation of the type and value of risk and contingencies associated with the provision of the Services,

	including the amount of money attributed to each risk and/or contingency; and (f) the actual costs profile for each Contract Year.
"**Ordinary Exit**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"Originating Controller"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Other Contractor**"	means any supplier to the Authority (other than the Contractor) which is notified to the Contractor from time to time including for the avoidance of doubt any Replacement Contractor.
"**Other Group Members**"	has the meaning given to it in Schedule 13 *(Governance*).
"**OSAG**"	has the meaning given to it in Schedule 13 *(Governance*).
"**Outgoing Contractor**"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"**Outstanding Issues Notice**"	has the meaning given to it in Schedule 12 (*Contract Management and Monitoring*).
"**Overall KPI Achievement Percentage**"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"**Overall KPI Achievement Score**"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"**Panel**"	means the National Prisoner Education Services established by the procurement for PES.
"**Panel Agreement**"	means the panel agreement dated on or before the date of this Contract establishing and setting out the terms and conditions of the Panel amongst the Authority, the Contractor and any other suppliers who

	enter into a valid Panel Admission Agreement (as defined therein).
"**Parent Company Guarantee**"	means the guarantee to be entered into in accordance with the terms of this Contract and detailed in Schedule 19 (*Parent Company Guarantee*).
"**Parent Undertakings**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Partial Termination**"	means the partial termination of this Contract in accordance with its terms or otherwise by mutual agreement of the Parties.
"**Party**"	means each of the Authority and the Contractor, together the "**Parties**".
"**PAS 2060**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"**Payable Proportion**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Payment Index (Relevant Staff)**" or "**PIRS**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Payment Index (Other Costs)**" or "**PIOC**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Pensionable Earnings**"	has the meaning given to it in Schedule 17 (*TUPE, Employees and Pensions*).
"Performance Period"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"Permitted Purpose"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Per Prison Withheld Performance Incentive Amount**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Personal Data**"	has the meaning given to it in the UK GDPR.

"**Personal Data Breach**"	has the meaning given to it in Schedule 10 (*Data Processing)*.
"**PES Contractors**"	has the meaning given to it in Schedule 24 (*Collaboration*).
"**PES Steward**"	has the meaning given to it in Schedule 13 *(Governance*).
"**Post Inspection Improvement Plan**"	has the meaning given to it in Schedule 12 (*Contract Management and Monitoring*).
"**Post Ofsted Inspection Action Plan**"	has the meaning given to it in Schedule 13 (*Governance*).
"**Premises**"	means the locations where the Services are to be supplied as set out in Schedule 26 (*Premises*).
"**Prescribed Person**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility)*.
"**Price of Transferring Assets**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Prison(s)**"	means those prisons identified in Schedule 26 (*Premises*) subject to the addition or removal of prisons from the scope of the Services by the Authority from time to time by issue of a CCN.
"**Prison Library**"	has the meaning given to it in Schedule 2 (*Specification*).
"**Prison Percentage**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Prison Rules**"	has the meaning given to it in Schedule 8 (*Access to Prisons*).
"**Prisoner**"	means any service user resident at a Prison in this Lot.
"**Prisoner Education Services**" or "**PES**"	has the meaning given to it in Schedule 24 (*Collaboration*).

"**Processor**"	has the meaning given to it in Schedule 10 (*Data Processing)*.
"**Prohibited Act**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility).*
"**Project Specific IPRs**"	means: (a) Intellectual Property Rights in items created by the Contractor (or by a third-party on behalf of the Contractor) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database scheme, any course materials, lesson plans, guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, patterns, models, designs; and/or (b) Intellectual Property Rights arising as a result of the performance of the Contractor's obligations under this Contract; but shall not include the Collaboration Specific IPRs, Contractor Background IPRs, Collaboration Software or the Specially Written Software.
"**Property**"	means the property, other than real property, made available to the Contractor by the Authority in connection with this Contract.
"**Protective Measures**"	has the meaning given to it in Schedule 10 (*Data Processing)*.
"**Provider Performance Report**"	has the meaning given to it in Schedule 12 (*Contract Management and Monitoring*).
"**PSI 10/2012**"	means 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**"	means 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 27/2014**[2]"	means the Prison Service Instruction published on 26 June 2021 relating to security vetting of all ex-offenders as amended from time to time and available at: *https://www.gov.uk/government/publications/security-vetting-additional-risk-criteria-for-ex-offenders-pi-232014*.
"**Public Sector Dependent Contractor**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Purchase Order**"	means the Authority's order for the supply of the Services.
"**Publishable Performance Information**"	means information about the Contractor's performance against a Key Performance Indicator which shall not constitute Commercially Sensitive Information.
"**Qualified Company**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"**Quality Cap**"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"**Quality Governance Groups**"	has the meaning given to it in Schedule 13 *(Governance*).
"**Quality Improvement Group Meetings**"	has the meaning given to it in Schedule 13 *(Governance*).

[2] **Note to Bidders:** to be added to the list of Mandatory Guidelines in the Specification.

"**Quality Improvement Plan**"	has the meaning given to it in Schedule 13 (*Governance*).
"**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 Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 2 (*Specification*).
"**Quarter**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Quarter End Month**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Quarterly Contract Review Meeting**"	has the meaning given to it in Schedule 13 *(Governance*).
"**Quarterly Per Prison Retained Performance Incentive Amounts**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Quarterly Retained Performance Incentive Amount**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Rating Agencies**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Receiving Party**"	has the meaning given to it in Schedule 4 (*Change Control Procedure*).
"**Reconciled Baseline Payment**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Rectification Plan**"	has the meaning given to it in Schedule 12 (*Contract Management and Monitoring*).
"**Regional Parties**"	has the meaning given to it in Schedule 24 (*Collaboration*).

"**Register(s)**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Regulations**"	means the Public Contract Regulations 2015 (SI 2015/102).
"**Related Contractor**"	has the meaning given to it in Schedule 11 (*Business Continuity and Disaster Recovery*).
"**Related Third-Party(ies)**"	means any third-parties that the Authority and/or the Contractor shall be required to liaise with from time to time in the provision of the Services including any Government or statutory agency, HMPPS (including its public and private Prisons and the Probation Provider), Police Authorities & Services, His Majesty's Courts and Tribunals Services (HMCTS), Magistrates' Courts Committees, Civilian Enforcement Officers, Bailiffs and accredited offices of a Court, HMRC, UK Border Agency, HM Coroners, the Local Authorities, Other Contractors and other contractors providing the same or similar services to the Services in a different area or for other contracting authorities and the National Health Service (for mental health hospitals) or such other parties as set out in this Contract.
"**Relevant Authority**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Relevant Contract**"	means PES Core Education Lots 1, 7 and 9.
"**Relevant IPRs**"	means IPRs used to provide the Services or deliverables under the Collaboration Agreement or as otherwise provided and/or licensed by or (or to which the Contractor has provided access) to the Authority or a third-party in the fulfilment of the Contractor's obligations under this Contract or the Collaboration Agreement including IPRs in the Specially Written Software, Collaboration Software, the Contractor Non-COTS Software, the Contractor Non-COTS

	Background IPRs, the Third-Party Non-COTS Software and the Third-Party Non-COTS IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the Contractor COTS Software, the Contractor COTS Background IPRS, the Third-Party COTS Software and/or the Third-Party COTS IPRs.
"**Relevant Requirements**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"**Relevant Tax Authority**"	means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.
"**Relevant Transfer**"	has the meaning given to it in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Relevant Transfer Date**"	has the meaning given to it in in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Replacement Contractor**"	means any third-party supplier appointed by the Authority to supply any 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 this Contract (or where the Authority is providing replacement Services for its own account, the Authority).
"**Replacement Services**"	means any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or partial termination of this Contract, whether those services are provided by the Authority internally and/or by any third-party.
"**Repor**t"	has the meaning given to it in Schedule 22 (*Reporting Requirements*).

"**Request for Information**"	means a request for information under the FOIA or the EIR.
"**Restricted Country**"	has the meaning given to it in Schedule 10 (*Data Processing)*.
"**Review Report** "	has the meaning given to it in Schedule 11 (*Business Continuity and Disaster Recovery*).
"**RRI**"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
""**SC" Government Clearance**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"**Science Based Targets Initiative**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"**Screening and Assessment**"	has the meaning given to it in Schedule 2 (*Specification*).
"**Searching Policy Framework**"	has the meaning given to it in Schedule 2 (*Specification*).
"**Security Test**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**Service Month**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Service Payment**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Service Transfer**"	has the meaning given to it in in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Service Transfer Date**"	has the meaning given to it in Schedule 17 (*TUPE, Employees and Pensions*).
"**Services**"	means the services set out in Schedule 2 (*Specification*) (including any modified or alternative services) and in each Contract

	Year as further described in the relevant Annual Delivery Plans.
"Services Commencement Date"	means the date on which the Contractor commences provision of the Services in accordance with the terms of this Contract, which shall be 1 October 2025.
"Shadow Period"	has the meaning given to it in Schedule 14 *(Key Performance Indicators*).
"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*.
"Software"	means Specially Written Software, Collaboration Software, Contractor Software and Third-Party Software.
"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software.
"Specially Written Software"	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Contractor (or by a Sub-contractor or other third-party on behalf of the Contractor) specifically for the purposes of this Contract, including any modifications or enhancements to Contractor Software or Third-Party Software created specifically for the purposes of this Contract but excluding any Collaboration Software.

"**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 this Contract as set out in Schedule 2 (*Specification*) including, where appropriate, 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 Contractor and/or of any of its Sub-Contractors engaged in the performance of the Contractor's obligations under this Contract.
"**Staff Costs subject to AWE**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Staff Costs to be Rebased**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Staffing Information**"	has the meaning given to it in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Standstill**"	means a period of time in which Prisoners are subject to restricted movement or when there is a temporary alteration to regime timetables.
"**Statutory Schemes**"	has the meaning given to it in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Strategic Supplier(s)**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Step-In Trigger Event**"	has the meaning given to it in Clause F9.1 (*Authority Step-In*).

"**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 this Contract and "**Sub-Contractor**" shall be construed accordingly.
"**Sub-processor**"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**Sustainability Plan**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"**SWG Meeting**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**Target Performance Levels**"	means the targets set for each KPI as "Deep Green"/"Rating of '4'" as set out in Appendix 2 (*Variation by Prison: Targets and Weightings*) to Schedule 14 (*Key Performance Indicators*).
"**Tender**"	means the Contractor's tender submitted in response to the Authority's invitation to suppliers for offers to supply the Services and set out in Schedule 27 (*Contractor's Tender*).
"**Term**"	means the period from the Effective Date to the End Date or such earlier date of termination of this Contract in accordance with the Law or this Contract.
"**Termination Assistance Notice**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Termination Assistance Period**"	has the meaning given to it in Schedule 20 (*Exit Management).*
"**Termination Services**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"Third Party COTS IPRs"	Third Party IPRs that:

	(a) the Contractor makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer Base.
"Third Party COTS Software"	means Third Party Software (including Open Source Software) that: (a) the Contractor makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Contractor save as to price; and (b) has a Non-trivial Customer base.
"**Third-Party IPRs**"	means Intellectual Property Rights owned by a third-party but excluding Intellectual Property Rights owned by the third-party subsisting in any Third-Party Software, which in any case is, will be or is proposed to be used by the Contractor for the purposes of providing the Services or for performing its obligations under the Collaboration Agreement.
"**Third Party Non-COTS Software**"	means Third Party Software that is not Third Party COTS Software.
"**Third Party Non-COTS IPRS**"	means Third Party IPRs that are not Third Party COTS IPRs.
"**Third Party Software**"	means software which is proprietary to any third-party (other than an Affiliate of the Contractor) or any Open Source Software which in any case is, will be or is proposed to be used by the Contractor for the purposes of providing the Services or for performing its obligations under the Collaboration

	Agreement, including the software specified as such in Schedule 6 (*IPR and Software*).
"TLS"	has the meaning given to it in Schedule 7 (*Information Assurance and Security).*
"Total Reconciliation"	has the meaning given to it in Schedule 3 (*Charges*).
"TPS"	has the meaning given to it in Appendix D2 (*TPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"TPS Eligible Employees"	has the meaning given to it in Appendix D2 (*TPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"TPS Fair Deal Employees"	has the meaning given to it in Appendix D2 (*TPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"TPS Initial Contribution Rate"	has the meaning given to it in Appendix D2 (*TPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"TPS Participating Employees"	has the meaning given to it in Appendix D2 (*TPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"TPS Participation Agreement"	has the meaning given to it in Appendix D2 (*TPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"TPS Regulations"	has the meaning given to it in Appendix D2 (*TPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"TPS Scheme Manager"	has the meaning given to it in Appendix D2 (*TPS*) to Part D (*Pensions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"Transferable Assets"	has the meaning given to it in Schedule 20 (*Exit Management*).
"Transferable Contracts"	has the meaning given to it in Schedule 20 (*Exit Management*).

"**Transferring Assets**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Transferring Contractor Employees**"	has the meaning given to it in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Transferring Contracts**"	has the meaning given to it in Schedule 20 (*Exit Management*).
"**Transferring Former Contractor Employees**"	has the meaning given to it in Paragraph 1.1 (*Definitions*) of Schedule 17 (*TUPE, Employees and Pensions*).
"**Transition**"	has the meaning given to it in Schedule 21 (*Mobilisation*).
"**Transparency Information**"	has the meaning given to it in Clause D4.1 (*Transparency, Open Book Data and Freedom of Information*).
"**Transparency PPN**"	has the meaning given to it in Schedule 22 (*Reporting Requirements*).
"**Transparency Report**"	has the meaning given to it in Schedule 22 (*Reporting Requirements*).
"**TUPE**"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
"**TUPE Derived Adjustment Rate**"	has the meaning given to it in Schedule 3 (*Charges*).
"**UK GDPR**"	has the meaning given to it in Schedule 10 (*Data Processing*).
"**UK Public Sector Business**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Uninsured Losses**"	means Losses which are not Insured Losses (and for the avoidance of doubt, any deductibles and excesses of loss shall not be treated as an uninsured loss (which are dealt with in accordance with Clause G1 (*Liability, Indemnity and Insurance*)).

"**Valid**"	has the meaning given to it in Schedule 25 (*Financial Distress*).
"**Valid Invoice**"	means an invoice containing the information set out in Clause C1 (*Payment and VAT*).
"**VAT**"	means value added tax charged or regulated in accordance with the Value-Added Tax Act 1994 and legislation supplemental thereto or replacing, modifying or consolidating it.
"**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**"	has the meaning given to it in Schedule 7 (*Information Assurance and Security*).
"**Waste Hierarchy**"	has the meaning given to it in Schedule 9 (*Statutory Obligations and Corporate Social Responsibility*).
"**Withheld Performance Incentive Payment**"	has the meaning given to it in Schedule 3 (*Charges*).
"**Working Day**"	means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.
"**YOI**"	has the meaning given to it in Schedule 8 (*Access to Prisons*).
"**YOI Rules**"	has the meaning given to it in Schedule 8 (*Access to Prisons*).

SCHEDULE 2 – SPECIFICATION

Version	Date
V1.0	ITT Launch (13 September 2023)
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Contract for the Provision of Prisoner Education Services (Core Education)

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Part 1 – Introduction

1 DEFINITIONS

In this Schedule 2, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Additional Learning Needs" or **"ALN"**	means the additional needs of a Prisoner that need to be addressed to enable them to fully engage in, and benefit from, education provision, that are arising from learning difficulty or disability (whether the learning difficulty or disability arises from a medical condition or otherwise) which calls for additional learning provision;
"Annual Commissioning Process"	means the process outlined in Paragraph 5 of Part 1 (*Introduction*) of this Schedule 2 and Part A of Schedule 12 (*Contract Management and Monitoring*);
"Authority's ICT Systems"	means the aspects of the Authority System described in Paragraph 6.2 (*Authority's ICT Systems*) within Section 6 (*Digital Delivery Model*) of Part 2 (*The Services*) of this Schedule 2 that will be provided to the Contractor by the Authority to deliver the Services;
"Blended Learning"	means a mixture of traditional and online learning. For the avoidance of doubt, and in accordance with the definition of Learner Delivery Hour, only direct delivery to service users (Prisoners) will count as hours delivered against the ADP. Unsupervised online learning will not count for the purposes of payment of the Learner Delivery Hours Payment;
"Contract Year 1"	means the period from 1 October 2025 to 31 March 2026;

"Core Education Service"	means the Services as described in Part 2 (*The Services*) of this Schedule 2;
"Curriculum for Independence"	means the curriculum as described in Paragraph 1 of Part 2 (*The Services*) of this Schedule 2;
"Curriculum for Opportunity"	means the curriculum as described in Paragraph 2 of Part 2 (*The Services*) of this Schedule 2;
"Digital Assets List"	means the list in Appendix C (*Digital Assets Lists*) to this Schedule 2 of all digital assets that will be provided to the Contractor to deliver the services[1];
"Digital Equipment"	means the hardware owned by the Authority and provided to the Contractor as part of the Authority's ICT System to deliver the Services;
"Digital Skills"	includes core digital skills necessary to be able to apply for a job and increase job prospects, such as how to use digital devices and technology to communicate and participate in society following release, as well as any other digital skills agreed through the ADP;
"Education Support Plan"	means a tailored plan which specifies any adjustments or support that an individual needs to be able to participate in any learning opportunities within education, as further described in Paragraph 12.4 of Part 2 (*The Services*) of this Schedule 2;
"Education, Skills, and Work Pathway"	means the sequence of a Prisoner's allocated activity across Prisoner Education Services, industries workshops and any work undertaken by Prisoners in Prisons e.g., wing cleaning or working in kitchens, that is informed by Screening and Assessment and Careers

[1] **Note to Bidders:** this list will be available on Jaggaer. This may be updated prior to Contract signature.

	Information, Advice and Guidance (**CIAG**) services;
"Equality, Diversity and Inclusion Plan"	has the meaning given to it in Paragraph 13.5.1(b) of Part 2 (*The Services*) of this Schedule 2;
"Functional Skills"	means the fundamental skills and knowledge in English, maths and ICT which can be applied to real-life situations at work, study and in an individual's personal life. Functional skills qualifications are available at three levels in English, maths, and ICT; entry level (split into 1,2 and 3), level 1, and level 2;
"Governor"	means the most senior person responsible for the operational running of a Prison (and for the avoidance of doubt, this definition includes "Directors" of privately managed prisons);
"Healthcare Providers"	means the provider of healthcare services within a Prison;
"HMP Academies"	means workspaces in Prisons designed and delivered by employers, that have a clear emphasis on providing specialist vocational training and offer the Prisoners participating in them significant skills development and employment opportunities that can significantly impact reducing re-offending rates;
"HMPPS Intranet"	means the internal webpages for HMPPS that provides the latest organisational news, as well as holding all Mandatory Guidelines;
"Innovation & Change Pot"	has the meaning given to it in Paragraph 6.1 of Part 1 (*Introduction*) of this Schedule 2;
"Innovation & Change Proposal"	has the meaning given to it in Paragraph 6.2 of Part 1 (*Introduction*) of this Schedule 2;

"Innovation & Change Purpose"	has the meaning given to it in Paragraph 6.1 of Part 1 (*Introduction*) of this Schedule 2;
"Learning Environment"	means any area in which education is being delivered as listed in Schedule 26 (*Premises*);
"Learning Needs Support Practitioners"	means a role whose function is to support someone with additional needs to fully participate in learning;
"Life Skills"	the skills described in Paragraphs 1.6(a) and 1.9 of Part 2 (*The Services*) of this Schedule 2;
"Prison Library"	the library within a Prison;
"Prisoner Journey Process Map"	the document(s) detailing the processes and procedures for a Prisoner's journey in the relevant Prison; and
"Screening and Assessment"	means the process set out in Paragraph 11 (*Screening and Assessment*) of Part 2 (*The Services*) of this Schedule 2.

2 BACKGROUND

2.1 The Apprenticeships, Skills, Children and Learning Act (2009) places a duty on the Secretary of State to secure the provision of reasonable facilities for education, suitable to the requirements of person(s) who are subject to adult detention.

2.2 The purpose of education in Prisons is to give individuals the skills they need to unlock their potential, gain employment in Prison and on release and become assets to their communities. It should also build social capital and improve the well-being of Prisoners during their sentences and following their release.

2.3 The purpose of this Schedule 2 is to:

(a) set out the core Services that the Contractor shall provide in each Prison and across each Lot;

(b) provide a description of the Services; and

(c) set out specific standards and requirements applicable to the provision of Services by the Contractor.

2.4 This Schedule 2 sets out the qualities of the Services that the Contractor will be required to provide and make available and should be read in conjunction with Schedule 26 (*Premises*). Contractors should also read this Specification in conjunction with tender documentation that sets out the delivery landscape within Prisons, gives a flavour of current infrastructure and service delivery in each Prison and each Lot, and sets out Prisoner demographics and valuable information on the history and context of educational services within Prisons.

3 SCOPE

3.1 The scope of these Services is detailed in the following sections:

(a) Curriculum for Independence;

(b) Curriculum for Opportunity;

(c) Accredited provision and awarding bodies;

(d) Prison Library Services;

(e) Digital e-Learning content;

(f) Digital Delivery Model;

(g) Data collection and management;

(h) Quality assurance and improvement;

(i) Contractor Workforce;

(j) Learning Environment;

(k) Screening and Assessment Delivery;

(l) Supporting Additional Needs; and

(m) Equalities.

3.2 The provision of accredited English and mathematics from entry level to level 2 is mandatory. Delivery of the remaining Services will be as per the Annual Commissioning Process set out at Paragraph 5 of Part 1 (*Introduction*) of this Schedule 2.

3.3 Each section within Part 2 (*The Services*) of this Schedule 2 has various subsections including:

(a) *"Purpose*" - the overall aim of the Authority in respect of each section

(b) "*Outcome*" - an end state that the Authority is seeking to achieve

(c) "*Service elements in scope*" - the responsibilities of the Contractor

(d) "*Operational Requirements*" - the minimum underlying activity required to deliver Contractor responsibilities.

(e) "*Service elements not in scope*" - outlines activity that will not in any circumstance be the responsibility of the Contractor. This should be read in conjunction with Paragraph 4 of Part 1 (*Introduction*) of this Schedule 2 which sets out overarching “Out of scope” activity.

3.4 The Authority requires Contractors with expertise and resource to provide the Services, the required expertise is further described in Clause B7 (*Staff*), Paragraph 9 (*Contractor Workforce*) of Part 2 (*The Services*) of this Schedule 2.

3.5 For each Lot and all Services, the Contractor must help the Governor to comply with any specific applicable standards of them. These will be made available either by the Authority or other relevant organisations e.g., common awarding bodies.

3.6 The Contractor shall support the Authority by providing resource and expertise to assess and address the Prison education requirements of those in each Prison. The needs of Prisoners change over time and therefore there is an Annual Commissioning Process. As such, a flexible and responsive approach from the Contractor is essential to continued delivery of the Services.

4 OUT OF SCOPE

4.1 The scope of Services covered by this Contract excludes (1) those elements listed in each service line in the sub-paragraph entitled **Service Elements Out of Scope** within Part 2 (*The Services*) of this Schedule 2 and (2) the following:

(a) CIAG services;

(b) Delivery of Prisoner education services in Wales or in Youth Custody Service ("**YCS**") settings within HMPPS;

(c) provision of interventions designed and delivered specifically to address offending behaviours or health concerns;

(d) provision of non-educational support services;

(e) operation of Prison industry workshops that work to fulfil an internal market need or deliver an external contract;

(f) provision of the Authority's ICT System; and

(g) Facility management of learning spaces (noting however that the Services include the Contractor keeping learning areas clean and tidy pursuant to Clause B9.1 (*Licence to Occupy*), generally maintaining the Assets and Equipment in accordance with Clause B5 (*Installations and Assets*) and taking responsibility for the Learning Environment).

5 ANNUAL COMMISSIONING PROCESS

5.1 The Services delivered by the Contractor will be tailored to the specific needs of each Prison within the Lot for which they are responsible. As such, the Services required will change over time and therefore, be commissioned on a yearly basis. This will occur as part of the process of agreeing the ADP for each Prison, as set out in Schedule 12 (*Contract Management and Monitoring*).

5.2 Governors will have input into ADPs for the Services at their Prison, they will oversee delivery of the Services, receive reports, data and management information on Contractor performance (in a format agreed with the Authority's Representative), and liaise with the Contractor on practical delivery arrangements for this Contract through the monthly Establishment Operational Performance Meeting, as set out in Schedule 13 (*Governance*).

5.3 Every Prison will need to offer maths and English from this Contract, as part of its education offering. The ability of the Contractor to deliver these will be of critical importance to the Authority.

5.4 Governors, through the Authority's Representative, will be able to secure Prisoner Education Services ("**PES**") through this Contract, and separately through the Dynamic Purchasing System ("**DPS**"). Across the Lot, it is anticipated that Governors will call off the most sizeable proportion of their PES from this Contract and use a smaller proportion of their budget for purchasing via the DPS, though there may be exceptions to this at individual prisons where the Governor deems appropriate.

5.5 Governors will set the curriculum intent and set out the volume of the Services they need to meet the intent, based on the function of their individual Prison and the needs of its Prisoner population. This will inform the Annual Commissioning Process and ADP, as set out in Schedule 12 (*Contract Management and Monitoring*).

5.6 Though there is an Annual Commissioning Process, the Authority may vary subject categories as set out in Paragraph 12.2 of Schedule 3 (*Charges*).

5.7 The Contractor should note that a range of teaching approaches are encouraged throughout this Schedule 2 to suit the identified needs of the Prison and its Prisoners, included Blended Learning and contextualised learning. Innovative new delivery models are also encouraged throughout the life of this Contract.

5.8 Innovative new delivery models, such as utilisation of e-Learning to teach multiple subjects simultaneously or models that utilise efficiencies across multiple Prisons, or any other models that substantially alter the way learning is delivered are not accounted for in Schedule 3 (*Charges*). These delivery models will only be defined and agreed, including any associated Learner Delivery Hour Rate, through Schedule 4 (*Change Control Procedure*), prior to being formally commissioned through the Annual Commissioning Process and ADP.

6 INNOVATION & CHANGE POT

6.1 The Authority has created an innovation & change pot, which reserves a limited amount of annual funding which the Authority may, in its discretion, award (the **Innovation & Change Pot**) for the purposes of:

(a) supporting prisons and contractors in responding flexibly to significant changes to the needs of prisoners; and/or

(b) supporting prisons and contractors in innovating and developing innovative solutions to problems,

collectively, the **Innovation & Change Purpose**.

6.2 The Contractor (or jointly, with other Core Education Contractors) may submit an innovation proposal, using the template as provided by the Authority, to the Authority which must show their innovative solution:(a) is fulfilling the Innovation & Change Purpose; (b) adds extra value to the Prisoner Education Service which goes above and beyond the expectations and obligations contained within this Contract; (c) promotes the Collaborative Objectives; (d) is value for money; and (e) requires additional funding from the Innovation & Change Pot (an **Innovation & Change Proposal**).

6.3 Additionally, the Innovation & Change Proposal shall include:

(a) the anticipated cost,

(b) the timeline for delivery, and

(c) any other information reasonably requested by the Authority.

6.4 An example of an Innovation & Change Proposal may include innovations and solutions that are proposed as part of the Joint Collaboration Plan (as described in Schedule 24 (*Collaboration*)), which may be delivered by a subset of Core Education Contractors but be of benefit to all Core Education Contractors.

6.5 Following the submission of an Innovation & Change Proposal, the Authority shall consider the Innovation & Change Proposal.

6.6 The Authority shall confirm to the Contractor (or if jointly, Core Education Contractors) the outcome of its decision by notice. If the Authority approves the Innovation & Change Proposal, the Authority will also confirm the funding that will be provided by the Authority and the terms associated with its provision.

6.7 Where the Authority has approved the Innovation & Change Proposal the Contractor (or if jointly, the Core Education Contractors) shall:

(a) evidence that funding awarded has been used to finance the Innovation & Change Proposal as agreed with the Authority, on an open book basis;

(b) share outcomes and learning with Core Education Contractors through the Collaboration Forums; and

(c) provide any other information the Authority shall reasonably require as part of the delivery of the Innovation & Change Proposal.

6.8 The Contractor shall be liable for any increased costs that result from the delivery of the Innovation & Change Proposal. The Authority will not be liable for increased costs beyond those agreed as part of the Innovation & Change Proposal.

6.9 For the avoidance of doubt, the Contractor must undertake delivery of the Services, including innovation, consistent improvement in the quality of education, and collaborative activity, as outlined in this Specification and Schedule 24 (*Collaboration*).

6.10 For the avoidance of doubt, any such Innovation & Change Proposal shall not be (or deemed to be) a Change.

7 DELIVERY OF SERVICES

7.1 The Contractor shall have in place, and shall maintain throughout the Term, standards which accord with Good Industry Practice, Quality Standards, the relevant Prison Service Orders ("**PSOs**") and Prison Service Instructions ("**PSIs**"), Policy Frameworks ("**PFs**") or any such successor standards as are in place and replaced from time to time and shall, in consultation with the Authority, develop processes that ensure compliance with Mandatory Guidelines, as outlined at Appendix B (*Mandatory Guidelines*) to this Schedule 2 including PSOs, PSIs, PFs, National Security Framework, Local Security Strategies, Legislation, Safe Systems of Work ("**SSOW**"), Authority Cyber Security and Information Security policies and/or any similar standards each as in force from time to time. Further information on Mandatory Guidelines is available at Appendix B (*Mandatory Guidelines*) to this Schedule 2.

7.2 The Services in this Schedule 2 will be monitored by the Contractor and the Authority with the information provided under Schedule 12 (*Contract Management and Monitoring*) and Schedule 22 (*Reporting Requirements*) and evaluated against the KPIs as set out in Schedule 14 (*Key Performance Indicators*). The Contractor shall work with other Contractors collaboratively in line with Schedule 24 (*Collaboration*).

7.3 The Contractor shall ensure that:

(a) the Services provided are tailored to engage and support the progression of Prisoners with different protected characteristics in accordance with the requirements of the Equality Act 2010 including the three limbs of the Public Sector Equality Duty in accordance with Paragraph 13 (*Equalities*) of Part 2 (*The Services*) of this Schedule 2;

(b) where the provision of the Services produces added information that requires modification of a Prisoner's assessed needs, or results in updates to a Prisoner's information (such as completed learning aims), that information is accurately updated and uploaded in accordance with Paragraph 7 of Part 2 (Services) of Schedule 2 (Specification) to the Authority's ICT System; and

(c) it works with the Governor to put in place a physical environment at each Prison that is conducive to learning, for example, using study areas, workshops, and classrooms as appropriate, and in accordance with Paragraph 10 (*Learning Environment*) of Part 2 (*The Services*) of this Schedule 2.

7.4 The Contractor shall work with the Governor to enable them to carry out relevant risk assessments.

7.5 During the Mobilisation Phases, the Contractor shall work with the Authority to plan the delivery of the Services through compliance with Schedule 21 (*Mobilisation*).

7.6 The Contractor shall utilise the Authority's ICT System as appropriate in the delivery of the Services.

7.7 The Contractor shall ensure that Services are provided in line with the regime timetable as determined by the Governor of each Prison and as amended from time to time. Current timetables are available in the tender documentation setting out existing delivery.

7.8 The Contractor shall ensure that Screening and Assessment takes place for every Prisoner, to the extent to that they are eligible, within the prescribed timescales as described in Paragraph 11 (*Screening and Assessment Delivery*) of Part 2 (*The Services*) of this Schedule 2 and Schedule 14 (*Key Performance Indicators*).

7.9 The Contractor will comply with all Mandatory Guidelines as set out in Appendix B (*Mandatory Guidelines*) to this Schedule 2.

8 ASSETS

8.1 The Contractor shall comply with the requirements of Clause B5 (*Installations and Assets*) and Schedule 20 (*Exit Management*) in respect of Assets (including Equipment).

8.2 As an overview, the Contractor shall be responsible for:

(a) in accordance with Schedule 21 (*Mobilisation*), verifying all Equipment within one (1) month of the Services Commencement Date;

(b) maintaining and replacement all Assets (including Equipment);

(c) maintenance of Register(s) including updating these at least quarterly;

(d) providing the Register(s) to the Authority in accordance (including with timescales) set out in Schedule 20 (*Exit Management*), and at any point upon request by the Authority, and within five (5) Working Days of the Authority's request;

(e) in accordance with Schedule 20 (*Exit Management*), handover of all Assets and Equipment to the Authority, or a Replacement Contractor upon Contract expiry or termination.

9 BRANDING

9.1 The Authority is currently developing a single brand, including an updated name, for the Prisoner Education Service, to encourage consistency across all Lots. The branding is being co-designed with people with lived experience of Prison to help tackle any negative experiences of education that could otherwise disengage potential learners.

9.2 The Contractor will be required to adopt the new branding on all Prisoner facing materials, including course materials and signage. The Authority will provide digital templates and branding guidelines to help ensure consistency and easy adoption.

10 MANAGEMENT INFORMATION

10.1 The Contractor shall comply with Schedule 22 (*Reporting Requirements*) which sets out reports required under this Contract, including Management Information.

10.2 For the purposes of delivery of the curriculum, it is crucial that, for Prisoners that do not attend their allocated classes, the Contractor must provide relevant information, collaborate with the Prison's processes to follow up with these Prisoners to ensure that they are sufficiently supported and able to participate so they do not fall behind. Providing management information is also crucial as it informs the Prison's local incentives scheme and could affect the pay rate that Prisons provide to Prisoners for attending (or not attending) different purposeful activities.

Part 2 – The Services

1 CURRICULUM FOR INDEPENDENCE

1.1 Curriculum for Independence – Purpose

(a) The Prison curriculum is key to providing Prisoners with the knowledge, skills, behaviours, values, and attitudes needed to secure meaningful outcomes on release, to reduce reoffending.

(b) The Authority has split the curriculum into two layers; The Curriculum for Independence (layer one) and The Curriculum for Opportunity (layer two, see Paragraph 2 of Part 2 (*The Services*) of this Schedule 2).

(c) The Curriculum for Independence (layer one) is key to ensuring Prisoners gain the necessary skills to live independently on release. This means they can perform activities required as part of daily living, including but not limited to understanding their rights and responsibilities within society, budgeting, communication, and time management.

(d) The Contractor must deliver the core curriculum offer of English (including with a focus on reading) and mathematics.

(e) Where determined as required and agreed as part of the ADP, the Contractor will be required to deliver the common curriculum offer of Digital Skills, English for Speakers of Other Languages (**ESOL**) and Life Skills.

1.2 Curriculum for Independence - Outcome

(a) The Contractor will work with the Authority to ensure that their delivery of the Curriculum for Independence enables Prisoners to:

(i) Leave Prison equipped with the necessary skills to successfully integrate back into society;

(ii) Progress in line with their aspirations, achieving their identified learning aims, targets and outcomes as reflected in their Personal Learning Plan;

(iii) Progress towards Level 2 accredited qualifications regulated by Ofqual in English, mathematics and Reading attainment;

(iv) Gain qualifications and acquire skills that will support their prospects of securing employment, further education, or further training on release, if of working age and able to work, by providing a solid foundation in core subject areas;

(v) Engage with learning and understand the value in attending education as well as the impact that this can have on their ability to live an independent life on release;

(vi) Realise their potential, celebrating progression and positively contributing to a rehabilitative Prison experience and Life Skills, based on the needs of the population as defined locally;

(vii) Continue their learning upon transfer from another Prison to ensure a seamless transition and to support their learning pathway; and

(viii) Access a curriculum that is broad and balanced that incorporates an appropriate blend of accredited and unaccredited provision.

1.3 Curriculum for Independence - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to the Curriculum for Independence:

(i) Providing a Curriculum for Independence that consists of the core curriculum offer of English (including reading interventions) and mathematics as mandated in every Prison, the level of which will be defined locally;

(ii) Providing a range of services that enables the Governor to design a Curriculum for Independence that consists of Digital Skills, ESOL and Life Skills, based on the needs of the population as determined locally;

(iii) Providing a range of services that enables the Governor to design a Curriculum for Independence for each Prison that meets the needs of Prisoners held there, and that flexes to changing requirements of the curriculum to best meet Prisoner need over the course of the Term, taking into consideration the high turnover of Prisoners transferring across the estate; and

(iv) Deliver education using a range of approaches as part of their model of delivery such as modular delivery, Blended Learning,

contextualised learning, on wing and in-cell learning. Adapting approaches to the model of delivery, where necessary and appropriate, to suit the identified needs of the Prison and its Prisoners.

1.4 Curriculum for Independence - Service Elements out of Scope

(a) The following services are excluded from the scope of the Curriculum for Independence:

(i) the provision of interventions designed and delivered specifically to address offending behaviours (provided by the Prison or regional HMPPS Psychology teams) or health concerns (provided by the Healthcare Providers);

(ii) the provision of physical education ("**PE**") (provided by the Prison);

(iii) the provision of non-educational support services (such as advocacy or social work); and

(iv) the provision of workshops that fulfil an external contract or internal market need (such as Prison industries workshops).

1.5 Curriculum for Independence - Operational Requirements

(a) The Contractor will be required to deliver the core curriculum offer, the volume and mix of which will be defined locally and agreed with the Authority in accordance with the Annual Commissioning Process set out at Paragraph 5 of Part 1 (*Introduction*) of this Schedule 2 and Schedule 12 (*Contract Management and Monitoring*).

1.6 English (including reading provision) and mathematics

(a) The Contractor must deliver English and mathematics at varying qualification levels and course lengths. These subjects are mandated for every Prison and provide an essential foundation for independence, equipping Prisoners with key life skills such as reading, writing, budgeting, and telling the time, and open the gateway to the rest of the curriculum.

(b) As part of English, the Contractor shall prioritise reading as well as improvement of reading skills and actively support reading for pleasure. These subjects are also often a prerequisite for employment and so are important for outcomes on release.

(c) The Contractor will be required to provide a range of services that enables the Governor to design a curriculum which includes Digital Skills, English for Speakers of Other Languages ("**ESOL**") and Life Skills subject to the needs of each establishment and as determined by and agreed with the Authority locally for each Prison.

1.7 Digital Skills

(a) The Contractor will, where agreed as part of the Annual Commissioning Process and ADP, deliver Digital Skills interventions. Provision must support Prisoners to develop Digital Skills. Any software required to deliver services which has not already been provided will need to be requested from the Authority. The Contractor must ensure their workforce is able to deliver Digital Skills where the Authority requires the provision.

1.8 English for Speakers of Other Languages ("ESOL")

(a) The Contractor will, where agreed as part of the Annual Commissioning Process and ADP, deliver ESOL interventions where a need has been identified via the initial screening and assessment process. ESOL provision must support Prisoners to learn or improve their English language skills in speaking, listening, reading, and writing. ESOL is key to enabling Prisoners to integrate and participate in the Prison community and progress to other forms of education and employment. The Contractor will therefore ensure their workforce is able to deliver ESOL where the Authority requires the provision.

1.9 Life Skills

(a) The Contractor will, where agreed as part of the ADP, deliver Life Skills provision subject to the identified needs of the Prisoner cohorts. Life Skills provision must support Prisoners to build the foundations necessary to develop sense-of-self, motivation, and the confidence to engage and progress in education and work activities. Provision must fall within one or more of the three categories outlined below. The Contractor will therefore ensure their workforce is able to deliver Life Skills if the Authority requires and commissions the provision. This could include:

(i) **Interests and talents**: including but not limited to art, music, drama, visiting speakers and workshops, reading for pleasure activity, sporting fixtures, cultural events.

(ii) **Development of character**: including but not limited to critical thinking, budgeting, health and wellbeing, parenting, tenancy management skills, emotional resilience, healthy relationships, mentoring.

(iii) **Life in modern Britain**: including but not limited to fundamental British values of democracy, individual liberty, the rule of law, mutual respect and tolerance, equality.

1.10 Flexible curriculum implementation

(a) The Contractor must adapt approaches to the delivery of its provision to suit the emerging needs of the Prison and its Prisoners and provide alternative delivery approaches of its provision outside of the traditional classroom setting, where necessary and appropriate.

(b) The Contractor must offer a broad and balanced range of services that enables a Curriculum for Independence that incorporates an appropriate blend of accredited and unaccredited provision, taster courses, and roll-on, roll-off provision, as agreed with the Authority.

(c) The Contractor must provide opportunities for Prisoners to use and apply knowledge, skills, and experience, gained through English (including reading), maths, Digital Skills, ESOL, employment opportunities and careers, employability skills, and Life Skills, where appropriate.

(d) The Contractor must tailor their offer and provision to the needs of Prisoners, including where needs are changing, as identified. Approaches must be gender responsive, trauma aware and, where commissioned, include provision that supports Prisoners to develop wellbeing, confidence, motivation, and resilience building skills.

1.11 Peer mentors

(a) The Contractor will be responsible for working with HMPPS to develop Prisoners into roles that support the delivery of learning such as peer mentors, learning support peers, assessors and trainers, and other teaching roles as appropriate. Prisoners in these roles must receive appropriate training and support which could include relevant peer mentor courses. The Contractor is responsible for ensuring that Prisoners in these roles are deployed appropriately and effectively and must adhere to

Mandatory Guidelines and any reasonable local requirements relating to peer mentoring.

2 CURRICULUM FOR OPPORTUNITY

2.1 Curriculum for Opportunity - Purpose

(a) The Prison curriculum is key to providing Prisoners with the knowledge, skills, behaviours, values, and attitudes needed to secure meaningful outcomes on release, to reduce reoffending.

(b) The Authority has split the curriculum into two layers; The Curriculum for Independence (layer one) and The Curriculum for Opportunity (layer two).

(c) The Curriculum for Opportunity (layer two) is key to ensuring Prisoners progress onto a learning, development or employment pathway that will enable them to secure positive outcomes on release, such as entering further education or gaining meaningful employment.

(d) The Contractor shall, where agreed as part of the ADP, provide key vocational and technical subject areas as well as self-employment, distance learning and Higher Education support. The Contractor must also set out how they will embed environmental sustainability within the Curriculum for Opportunity.

2.2 Curriculum for Opportunity - Outcome

(a) The Contractor will work with the Authority to ensure that the Curriculum for Opportunity enables Prisoners to:

(i) Leave Prison equipped with the necessary skills to secure outcomes on release, such as employment, self-employment, further education, or further training;

(ii) Access a curriculum that is broad and balanced that incorporates an appropriate blend of accredited and unaccredited provision;

(iii) Progress in line with their aspirations, achieving their identified learning aims, targets and outcomes as reflected in their personal learning plan (**PLP**);

(iv) Engage with learning and understand the value in attending as well as the impact that this can have on their ability to secure outcomes on release;

(v) Have their learning needs met, including ALN as identified by Screening and Assessment processes as described in Paragraph 11 (*Screening and Assessment Delivery*) of Part 2 (*The Services*) of this Schedule 2;

(vi) Realise their potential, celebrating progression and positively contributing to a rehabilitative Prison experience; and

(vii) Access practical experience, providing an opportunity to apply and embed skills in a practical environment.

2.3 Curriculum for Opportunity - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to the Curriculum for Opportunity:

(i) Providing a range of services that enables the Authority to design a Curriculum for Opportunity that consists of key vocational subject areas as determined by the Authority per Prison based on the needs of the local Prison population;

(ii) Supporting Prisoners to engage with other learning delivery that is intended to enable progression to Higher Education;

(iii) Supporting Prisoners undertaking Higher Education study;

(iv) Embedding self-employment provision into key vocational subject areas, where these have been agreed in the ADP;

(v) Ensuring that Prisoners can continue their learning upon transfer to ensure a seamless transition and to support their learning pathway; this may involve collaboration with contractors across the estate;

(vi) Providing a range of services that enables the Authority to design a Curriculum for Opportunity that meets the needs of Prisoners per Prison, and that flexes to changing requirements of the curriculum to best meet Prisoner need over the course of the Term, taking into consideration Prison churn, as determined and agreed through the ADP; and

(vii) Working with stakeholders as identified by the Authority, such as local charities, local business, or other interest groups, to inform the Annual Commissioning Process and ADP. This could include an

ADP that includes the delivery of vocational provision within workshops.

2.4 Curriculum for Opportunity - Service Elements out of Scope

(a) The following services are excluded from the scope of the Curriculum for Opportunity:

(i) The provision of education content relating to courses external to the Prison which are accessed by Prisoners.

(ii) The provision of interventions designed and delivered specifically to address offending behaviours (provided by the Prison or HMPPS Psychology teams) or health concerns (provided by the Healthcare Providers).

(iii) The provision of PE sessions.

(iv) The provision of non-educational support services (such as advocacy or social work).

(v) The provision of workshops that fulfil an external contract or internal market need (such as Prison industries workshops).

2.5 Curriculum for Opportunity - Operational Requirements

(a) In delivery of the Services described in this section, the Contractor will be required to deliver against curriculum KPIs 1-4 in accordance with Schedule 14 (*Key Performance Indicators*).

(b) To deliver the Curriculum for Opportunity, the Contractor will be required to:

(i) Deliver common subject areas as identified by the Authority and agreed within the ADP; and

(ii) deliver a combination of the following subjects, as determined by, and agreed with, the Authority within the ADP.

2.6 Key vocational subject areas

(a) The Contractor may be required to deliver vocational provision within key subject areas as identified by the Authority. As a minimum, these will be

based on labour market information so that provision is directly relevant to positive employment outcomes (including self-employment) that will increase Prisoner success on release. The Contractor will therefore ensure their workforce is able to deliver specified vocational subject areas where the Authority require the provision.

(b) The UK Government has set an ambition for two million Green Jobs in the UK by 2030. To address current and future skills gaps, the Contractor must identify and support Prisoners to develop the skills needed to move into Green Jobs on release.

2.7 Self-employment support

(a) Self-employment is a viable option for many Prisoners and so the Contractor will be required to raise awareness of this and embed self-employment skills into key vocational subject areas where these are commissioned. The Contractor will also signpost Prisoners to other agencies, both within the Prison and external to the Prison, with regards to providing specific and specialist advice and resources within the Prison and upon release.

2.8 Distance Learning, Further and Higher Education support

(a) The Contractor must support Prisoners to engage with other learning delivery that is intended to enable progression to further and Higher Education, including, for example, distance learning, education fairs, study skills, support with college and/or university applications and Release on Temporary Licence placements.

(b) The Contractor must provide Prisoners with assistance and support to access Further and Higher Education study, including support for applications, loans and scholarships, and referrals to other agencies for specific expert advice, such as financial assistance.

2.9 Flexible curriculum implementation

(a) The Contractor must adapt approaches to the delivery of its provision to suit the emerging needs of the Prison and its Prisoners and provide alternative delivery approaches of its provision outside of the traditional classroom setting, where necessary and appropriate.

(b) The Contractor must provide opportunities to embed and apply academic and practical learning, from English (including reading), maths, digital,

ESOL, employment opportunities and careers, employability skills, and Life Skills, where appropriate.

(c) The Contractor must tailor their offer and provision to the needs of Prisoners within each Prison. Approaches must be gender responsive, trauma aware and, where commissioned, include provision that supports Prisoners to develop wellbeing, confidence, motivation, and resilience building skills.

2.10 Peer mentors

(a) The Contractor will be responsible for working with HMPPS to train Prisoners to undertake roles that support the delivery of learning such as peer mentors, learning support peers, assessors and trainers, and other teaching roles as appropriate. Peer mentors must receive appropriate training and support which could include relevant peer mentor courses. The Contractor is responsible for ensuring that peer mentors are deployed appropriately and effectively and must adhere to Authority policy and any reasonable local requirements relating to peer mentoring.

3 ACCREDITED PROVISION AND AWARDING BODIES

3.1 Accredited Provision and Awarding Bodies - Purpose

(a) Prisoners must be able to access qualifications to support them in securing further education, training, or employment on release, where appropriate.

(b) As part of the Services, the Contractor must deliver industry-recognised certification and qualifications that are accredited and OFQUAL regulated. In addition, the Contractor must utilise Authority mandated Common Awarding Organisations (**CAO**) qualifications for subjects identified by the Authority to support consistency across the estate in accordance with Schedule 23 (*Accessed Contracts*). The five subjects requiring mandated CAO's are maths, English, engineering, textiles, and hospitality and catering. The Authority will provide a mandated contract purchase route for the qualifications requiring a mandated CAO qualification. This will enable the Contractor to buy CAO qualifications at list price, with a % rebate provided directly to the Authority by the CAO, unless the Contractor can buy at a lower unit cost with the CAO. Where the Contractor can buy at a lower unit cost with the CAO the Contractor will promptly provide the Authority with the higher of (i) the rebate to the Authority which would have been applied had the Contractor used the Common Awarding Organisations Contracts and (ii) 75 % of the discount against the list price arising by use of the Contractor's preferential arrangements should be provided to the by way of credit note or in alternative at the Authority's option, by payment in cash. Details of the Authority mandated contract purchase route will be provided to Contractors prior to confirmation of Lot contract awards in Autumn 2024.

(c) This section is applicable to accredited provision, including where awaiting results, only.

3.2 Accredited Provision and Awarding Bodies - Outcome

(a) The Contractor will ensure that qualifications provided enable Prisoners to:

(i) Acquire industry-recognised skills and certification that is relevant to the labour market and desirable by employers;

(ii) Increase their prospects of securing employment, further education, or further training on release, including apprenticeships;

(iii) Continue their learning as they transfer across the Prison estate throughout the duration of their sentence;

(iv) Benefit from increased parity with the community offer so that they are not further disadvantaged on release; and

(v) Demonstrate progress as they advance their learning.

3.3 Accredited provision and awarding bodies - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to qualifications:

(i) Providing qualifications that are deliverable within a Prison setting and adaptable in terms of delivery approach (for example, modular);

(ii) Providing a range of industry-recognised certification and qualifications that are accredited and OFQUAL regulated as required by the Authority;

(iii) Ensuring qualifications provided are in line with any national standards published by the Department for Education;

(iv) Utilising Common Awarding Organisations as set out by the Authority, subject to change by the Authority, to ensure the best value for money and relevance to the employment market;

(v) Supporting Common Awarding Organisation quality processes and complying with registration requirements, making necessary adjustments as identified by the Common Awarding Organisation (such as ensuring there is assessment and internal quality assurance in place at each establishment); and

(vi) Effective monitoring, evaluation, and review of accredited provision, ensuring high-quality learning, assessment and verification processes are in place.

3.4 Accredited Provision and Awarding Bodies - Service Elements out of Scope

(a) The following services are excluded from the scope of qualification delivery:

(i) The provision and delivery of qualifications that are not regulated by Ofqual and certification that is not industry recognised. The duplicate provision of qualifications already being delivered in a Prison through other Authority contracts unless in collaboration with and with the explicit pre-approval of, the Authority.

3.5 Accredited Provision and Awarding Bodies - Operational Requirements

(a) To determine the effective delivery of qualifications to Prisoners, the Authority will hold the Contractor to account against the KPIs 1-4 as set out in Schedule 14 (*Key Performance Indicators*).

3.6 Accreditation

(a) The Contractor will deliver industry-recognised certification and OFQUAL-registered qualifications that are aligned with establishment workshop provision where possible and appropriate. The Contractor must set out how they will align qualification delivery with other areas of Prison education, skills, and work.

(b) The Contractor will provide Prisoners with relevant and appropriate technical qualifications that are directly sequenced with Prison Industry and Commercial workshops where appropriate. The scope and content of the training and qualifications to be delivered by the Contractor will be in line with current recognised industry standards that meet the current and future needs of UK industries and employers as advised by relevant industry trade bodies. The Contractor will therefore ensure their workforce is suitably qualified and has the appropriate expertise, as well as the ability to deliver specified technical subject areas where the Authority require such provision. Staff will need to meet the requirements of the appropriate qualification body.

(c) The Contractor must set out how they will adapt qualification delivery to meet the needs of Prisoners. For example, a Prisoner may arrive at an establishment midway-through a course. It is important that Prisoners can continue their learning to enable value for money and progress. This could include modular delivery.

(d) The Contractor will offer a range of levels to meet the learning needs of a diverse Prison population.

(e) The Contractor will categorise their provision using OFQUAL sector subject areas to enable consistency of reporting.

3.7 Common Awarding Organisations

(a) The Contractor shall utilise Common Awarding Organisations and the mandated purchase route as set out by the Authority in Schedule 23 (*Accessed Contracts*). These may be subject to change throughout the life of this Contract to ensure the best value for money and relevance to the employment market.

4 PRISON LIBRARY SERVICES

4.1 Prison Library Services - Purpose

(a) This section only applies where the Contractor is required to deliver Prison Library Services pursuant to Clause B4 (*Library Services*).

(b) Every Prison must have at least one space which is designated to library services. The purpose of the Prison Library is to provide an accessible service which has a focus on providing a range of resources, supporting reading, learning, and improving literacy and reducing other barriers to effective resettlement.

(c) Prison Libraries should also offer a good space for enrichment activities that expand Prisoners' skill sets, provide an opportunity to widen cultural understanding and/or focus on their wellbeing.

4.2 Prison Library Services - Outcome

(a) The Contractor will be required to provide services that ensure:

(i) The Prison Library is open, accessible, and staffed during times aligned with the Prison regime to enable Prisoners to access library resources in line with their statutory entitlement.

(ii) Prisoners can access a wide variety of materials, which encourage reading for pleasure.

(iii) Prisoners can engage in enrichment activity to enhance their learning.

(iv) Prisoners have access to materials which supports literacy throughout the Prison.

(v) Prisoners are supported in improving their literacy.

(vi) Prisoners become familiar with support services available throughout the Prison.

4.3 Prison Library Services - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to the Prison Library:

(i) delivery of the Prison Library Services.

(ii) provision of a wide range of materials which are relevant and meet accessibility needs of Prisoners, including library outreach to Prisoners with accessibility issues where required.

(iii) scoping, arranging, and facilitating regular enrichment activity.

4.4 Prison Library Services - Service Elements out of Scope

(a) The following services are excluded from the scope of the Prison Library:

(i) Providing the funds through which Library Orderlies are paid.

(ii) Obtaining suitable library space. The area which is designated to the Prison Library will be specified by the Prison.

(iii) the provision of digital assets for the use of Prisoners, including computers, laptops and tablets through which Prisoners will be able to access materials.

4.5 Prison Library Services - Operational Requirements

(a) To deliver effective library services for Prisoners, the Contractor must:

(i) Comply with KPI 8 - Libraries, detailed in Appendix 1 (*Key Performance Indicator Descriptions*) to Schedule 14 (*Key Performance Indicators*) and the Service Levels.

(ii) Provide suitable dedicated resource to deliver an effective Prison Library Services, which may include Prisoner held roles.

(iii) Manage expenditure within the Prison Library budget and ensure spend reports along with supporting evidence is available to the Authority when requested.

(iv) Respond to requests, queries, or complaints from Prisoners.

(v) Represent the Prison Library in wider Prison and education forums to raise awareness of available services and promote collaborative working. These might include:

(A) local Prison education strategy meetings to focus on improvement in delivery and promote collaborative working;

(B) regional or national Prison Library events to understand and adopt best practice and promote collaborative working; and

(C) Prisoner forums to promote and raise awareness of the Prison Library Services.

(vi) Promote the library service including available resources across the Prison. This includes contributing to any existing Prison-wide regular communications, highlighting available Library services, and encouraging Prisoners, Staff and Prison staff to engage.

(vii) Conduct, and provide to the Authority in line with the Annual Commissioning Process timescales, an annual evidence-based self-assessment review of Prison Library Services which includes:

(A) Prisoner feedback on services available including materials and enrichment activity;

(B) data relating to percentage of fulfilled and unfulfilled requests for materials to understand the effectiveness of the library services; and

(C) library accessibility and how this met or did not meet Prisoner interests and needs.

(b) To deliver effective materials to Prisoners, the Contractor must:

(i) Ensure that the mandatory publications detailed within the Prison Education & Library Services for adult Prisoners in England Policy Framework (or other Mandatory Guidelines, as amended or replaced from time to time) are made easily available to Prisoners within the Prison Library.

(ii) Provide a broad range of materials including different types of media such as books, graphic novels, DVDs, etc. Materials supplied must also cover a broad range of genres from across the fiction and non-fiction categories.

(iii) Provide a selection of literature which is available in a range of languages for those Prisoners who may read in alternative languages.

(iv) Provide materials in a range of text sizes, colours, and fonts as well as learning tools to support those with additional needs.

(v) Ensure that Prisoner requests for specific titles are responded to. The Contractor will consult with Prison staff in security departments, or other Prison staff as directed by the Governor, to ensure appropriateness of materials in line with Mandatory Guidelines including the Public Protection Manual 2016 and any Local Security Strategy.

(c) To deliver effective enrichment for Prisoners, the Contractor must:

(i) Scope and facilitate varied enrichment activities. These may be sourced externally or internally and may include reading groups, poetry sessions, author visits as well as other topics which may be of interest to Prisoners.

(d) To deliver effective access for Prisoners, the Contractor must:

(i) Demonstrate consideration of ease of access for Prisoners throughout the library. This includes ensuring that signage and labelling within the Prison Library is clear and simple to follow, using images and icons where possible to assist low level readers.

(ii) Ensure there is provision of out-reach services to support the main Prison Library provision including materials located in areas which Prisoners spend time, including units such as the First Night Centre, Induction Unit, Care & Separation Unit and Health Care Centre (where Prison facilities allow). Materials which have been withdrawn from the Prison Library may be utilised in these areas.

(e) To deliver effective collaborative working, the Contractor must ensure that a review of materials available in the library is completed in line with curriculum reviews and there is evidence to support these considerations. The purpose of these reviews is to ensure that there are materials in the library which supplement subjects being studied via the curriculum.

5 DIGITAL ELEARNING CONTENT

5.1 Digital eLearning Content - Purpose

(a) As we digitally enable the Prison estate, it is important that Prisoners can access digital content that can supplement their learning.

(b) The Contractor shall provide digital eLearning content to supplement teaching and learning and accommodate Prisoner learning styles and needs.

5.2 Digital eLearning Content - Outcome

(a) Contractors will ensure that digital eLearning content enables Prisoners to:

(i) Access high quality content that accommodates their diverse learning needs, including in non-traditional settings (for example, in-cell).

(ii) Access additional support via digital materials, available to those who participate in education in a traditional classroom setting.

(iii) Access content that supports traditional learning by providing opportunities for enrichment, embedding learning and development- including in non-traditional settings (for example, in-cell).

5.3 Digital eLearning Content - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to eLearning content:

(i) Supplying high quality interactive digital eLearning content, which is available for national use, for all courses delivered as part of the curriculum in a format or variety of formats specified by the Authority and conforms to Web Content Accessibility Guidelines ("**WCAG**") 2.2 or as replaced by future iterations of guidance from time to time.

(ii) Supplying interactive digital eLearning content, which is device agnostic, has undergone internal quality assurance by a suitably qualified Staff member and meets the standards set out by the

WCAG 2.2, or as replaced by future iterations of guidance from time to time.

(iii) Continuously managing, and where necessary, refreshing eLearning content as set out by the Authority.

(iv) Supplying interactive digital eLearning content which, where possible, is available for use both online and offline. In circumstances where online content is not available for use offline, an alternative must be supplied.

5.4 Digital eLearning Content - Service Elements out of Scope

(a) The following services are excluded from the scope of eLearning content:

(i) Management of the virtual learning environment and its software, which the content will be hosted on. Hardware and Software will be provided by the Authority.

5.5 Digital eLearning Content - Operational Requirements

(a) To deliver eLearning content, the Contractor will be required to:

(i) Quality

(A) The Contractor will comply with WCAG 2.2 standards and future iterations of standards - WCAG for all content provisioned on electronic mediums.

(B) The Contractor will ensure that, where suitable, content tests the Prisoners' understanding of the subject using things like interactive questions or quizzes and provides some level of evaluative feedback to the Prisoner.

(C) The Contractor will refresh all digital eLearning content at a minimum of once per annum.

(D) The Contractor must set out how they will ensure all digital eLearning content supplied by the Contractor makes use of innovative techniques such as gamification to drive Prisoner engagement and enrich the learning experience, where it is possible and appropriate to do so.

(ii) Hosting content

(A) The Contractor will supply and upload all eLearning content onto the Authority's ICT System, in a compatible file format and in accordance with Section 6 (Digital Delivery Model) of this Schedule 2. The file types currently compatible are: HTML5, SCORM, h5p, MP4, and PDF; but this list is subject to change.

(B) Wherever possible, the Contractor will ensure that educational work (both completed or in progress), teacher feedback, timetables and course material is stored on the Authority's ICT System and can be accessed independently by Prison staff, Staff, and the Prisoner.

(C) The Contractor will actively promote the use of digital and assistive technology in the interests of promoting greater independence, including providing training for Staff and Prisoners on how to use this technology and advice on how they might continue to access it on release.

6 DIGITAL DELIVERY MODEL

6.1 Digital Delivery Model - Purpose

(a) Introduction and IT (Information Technology) Provision.

(b) The Authority will supply the Authority's ICT System to enable the delivery of the Services. The Authority considers the effective use of the Authority's ICT System to be key to the effective delivery of the Services. Contractors will need to consider the following to ensure effectiveness in an operational environment:

(i) Information security and assurance;

(ii) business continuity;

(iii) the security of people and data; and

(c) compliance with Legislation (including but not limited to Data Protection Legislation) and Mandatory Guidelines, and to the performance of specific functions of the Services.

(d) While it is the intention of the Authority to provide all digital services to the Contractor from Services Commencement Date to enable the best possible delivery of the Services, if there are any changes in timelines that means this is not possible, the Authority will inform and discuss with the Contractor as to alternate arrangements. The Contractor must have a flexible approach to deliver the Service, including screening and assessment and the teaching of Digital Skills, through alternate arrangements as agreed or directed by the Authority.

6.2 Authority's ICT System

(a) The Authority's ICT System will be deployed in Learning Environments such as classrooms, exams rooms, education workshops (where agreed by the Authority and subject to network availability) and Libraries for Prisoners and Staff, as well as in offices designated for the use of the Staff; and it will consist of the following:

(i) digital wi-fi and/or cable connectivity;

(ii) End-User Devices including monitor, keyboard, mouse, and system box (desktop or laptops as determined as appropriate by the Authority);

(iii) Operating system and standard software as described at Paragraph 6 (*Digital Delivery Model*) of Part 2 (*The Services*) of this Schedule 2. For clarity, the software provided will not include specialist content creation software in line with Paragraph 6.5(b), or any non-standard software offerings unless approved by the Authority in line with Paragraph 6.6.17;

(iv) Peripherals including multi-functional devise, standalone printers, projection media and any peripherals require by examining boards for the purposes of undertaking an exam, such as webcams or digital signature pads;

(v) Authority Software including but not limited to Curious, Learning Management System, Data collection Systems, Labour Market Intelligence Tool, Screening and Assessment Tools, Prison-NOMIS, the Library Management System, Digital Prison Services, OASys (Offender Assessment Systems) and/or any other software packages the Authority makes available to the Contractor to enable delivery of the Services or associated reporting requirements.

(b) The Authority reserves the right to update or replace current systems within the life of this Contract.

6.3 Digital Delivery Model - Outcome

(a) The outcomes associated with the Digital Delivery Model are:

(i) there is the digital capability to deliver the Services with effective use of the Authority's ICT System;

(ii) A future-proofed Prisoner Education Service taking advantage of modern technologies and the potential for innovation;

(iii) Improved information and cyber-security and usability;

(iv) Improved consistency of approach and recording across all Prisons in scope of PES;

(v) Improved information sharing between all education providers, particularly upon Prisoner transfer.

6.4 Digital Delivery Model - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to the digital delivery model:

(i) Use of the Authority's ICT System;

(ii) The provision of consumables related to the Authority's ICT System.

6.5 Digital Delivery Model - Service Elements out of Scope

(a) The provision of the Authority's ICT System.

(b) The provision of specialist software to develop eLearning Content. eLearning Content will need to be uploaded onto the Authority's ICT System, in accordance with Section 5 (*eLearning Content*) of Part 2 (*The Services*) of this Schedule 2.

6.6 Digital Delivery Model – Operational Requirements

6.6.1 Use of Authority's ICT System

(a) The Contractor shall be responsible for the appropriate usage of the Authority's ICT System by the Staff (including for the avoidance of doubt those sub-contracted by the Contractor to deliver the Services.

(b) The Contractor shall use the Authority's ICT System to deliver the Services, including requirements set out in Paragraph 7 (*Data Collection and Management*) of Part 2 (*The Services*) of this Schedule 2.

(c) The Contractor shall enter data into the Authority's ICT System as required by the Authority under this Contract. Data collection will be at the cost of the Contractor in accordance delivery of the Services.

(d) The Contractor will be responsible for the provision of any consumables related to digital delivery model required to deliver the Services e.g., printer cartridges. The Contractor must ensure any consumables used by the Contractor are fully compatible and shall be responsible for any damage to the Authority's ICT System.

(e) The Contractor shall use the Authority's ICT System to deliver and enable the delivery of the Services.

(f) The Contractor shall utilise the Authority Software and mandated data sources to deliver the relevant aspects of the Core Education Service.

(g) The Contractor will ensure that the management and use of Digital Equipment enables:

(i) Prisoners to access digital products to enhance their learning;

(ii) Staff access to digital products to support delivery of services; and

(iii) The Contractor to deliver the Services to supplement and evidence of Contractor service delivery.

(h) The Contractor may access the HMPPS Intranet via the Authority's ICT System, however the Authority may limit the Contractor's access to only certain pages of the HMPPS Intranet.

(i) The Contractor shall promptly report any issue where any parts of the Authority's ICT System are not performing to an appropriate standard.

(j) Digital Equipment related to the Authority's ICT System at each Prison is set out in the Digital Assets List.

6.6.2 Mobilisation

(a) The Contractor shall identify its requirements for website access via the Authority's ICT applications, six (6) Months prior to Services Commencement Date.

(b) The Contractor shall identify its requirements in relation to the Authority's ICT System, including connectivity between the Authority's ICT System and any Contractor Systems, in writing and provide this to the Authority six (6) Months prior to Services Commencement Date. Connectivity between systems will only be allowed where the Authority is content that all Authority security requirements, including operational, cyber and information security requirements, are met.

(c) The Contractor shall support the Authority by providing the number of Staff they have, end user devices and peripherals required, and any reasonable adjustments required in line with the Equality Act 2010.

(d) The Contractor will be required to submit their data requirements six (6) Months prior to contract start. The Authority will provide a standard approach to data management and reporting with the aim of meeting the most common needs of all Contractors.

6.6.3 The Contractor will be required to hold and maintain the correct level of security vetting for all Staff before access will be granted to the Authority's ICT System.

6.6.4 System Training

The Contractor will, with the support of the Authority, be responsible for ensuring that all Staff utilising the Authority's ICT System are appropriately trained.

6.6.5 The Contractor will be required to utilise the Authority's ICT System supplied to deliver the Core Education Service and improve Prisoner access to digital learning. In doing so the Contractor will be responsible for the following in relation to the Authority's ICT System and Software:

6.6.6 The Contractor will be responsible for reporting of system faults and/or failures to the network, hardware, and software solution. (The reporting process will be supplied by the Authority and covered as part of the training to be cascaded).

6.6.7 The Contractor will be responsible for reporting of any system security breaches and/ or incidents within the time limits outlined by the Authority. (The reporting process will be supplied by the Authority and covered as part of the training to be cascaded).

6.6.8 The Contractor shall work with the Authority on first line fixes.

6.6.9 The Contractor will ensure Staff do not share, or allow access to, accounts or passwords with any other persons including other Staff or Prisoners. If this does occur, or where this is suspected, the Contractor shall notify the Authority and work with the Authority to investigate such matters in line with Mandatory Guidelines.

6.6.10 The Contractor and Staff will only attempt to access websites on the allow list provided by the Authority and adhere to the controls of these sites. URL restrictions will be in place within sites. The Contractor will prevent, where possible, and report any unauthorised access to any other sites other than those granted by the Authority.

6.6.11 The Contractor will carry out any instruction to promptly deal with any issue affecting the Authority's ICT System, including where directed to provide supporting material, including:

(a) Transmission and storing of Authority Data (including Prisoner data).

(b) Data entered the Authority's ICT System will be stored appropriately by the Authority.

(c) Where the Contractor may want to share and/or store Authority Data with their own corporate ICT systems and where Authority approval is recovered in writing to do so, the Contractor, for any systems holding this data, will be required to (without prejudice to the requirements of Schedule 7 (*Information Assurance and Security*)):

(i) hold and maintain ISO/IEC 27001:2022 and Cyber Essentials Plus, and uphold any evolving standards under these accreditations; and

(ii) undertake a Data Protection Impact Assessment in conjunction with the Authority.

6.6.12 The Contractor shall monitor and report any issues in relation to:

(d) The network to ensure it is not causing disruption.

(e) The wi-fi coverage & network connectivity are performing throughout learning environments including classrooms, exam rooms, education workshops (where agreed by the Authority and subject to network availability) and Libraries.

6.6.13 IT Hardware

(a) The Contractor shall:

(i) Ensure unauthorised access to Digital Equipment is prevented as outlined in Mandatory Guidelines.

(ii) Ensure the Digital Equipment used by Staff and/or Prisoners is not used inappropriately and take care when using Digital Equipment not to cause damage.

(iii) Ensure Mandatory Guidelines are followed in relation to any security breaches.

6.6.14 Operating System

(a) The Contractor shall ensure that:

(i) All issues are reported promptly, such as applications not working, constantly crashing, or otherwise not enabling the delivery of the Services.

(ii) Where the Contractor prohibits access to the Authority's ICT System for either Prisoners or Staff, or where it identifies suspicious activity, this must be reported promptly to the Authority, and all Mandatory Guidelines must be followed.

6.6.15 The Authority will provide end-user devices with the Microsoft Windows Operating System (windows 11 currently), which is within mainstream and extended support from Microsoft (Never more than one step past the current version). The Authority will deliver updates and security patches remotely to all Authority End-User Devices on a regular basis to ensure systems are secure and up to date.

6.6.16 Software

(a) The Contractor shall ensure that:

(i) it follows the process to request new software and avoids any security breaches by Staff or Prisoners by complying with Mandatory Guidelines; and

(ii) It reports on any suspected security breaches and any software that may be out of date or not updated proficiently on the system.

6.6.17 The Contractor may request additional software be added to the Authority's ICT Systems, however approval with only be granted where the Authority is content this complies with Mandatory Guidelines. The Authority will prioritise approvals to the use of web-based applications. The Authority will not bear any costs for the additional software, any costs will fall to the Contractor.

6.6.18 The Authority will supply a core software build on the end-user devices and be responsible for software version control. Any additional software requests will be subject to review to confirm that all software is compliant with the Mandatory Guidelines. Contractors will bear any costs in relation to additional software. Additional software requests usually take three to six (3 - 6) Months.

6.6.19 The Authority will supply the Contractor with a:

(f) Learning Management System to facilitate data collection and access to learning content and services for the purpose of education content; and

(g) Labour Market Information and analytical Tool (currently Lightcast).

6.6.20 The Authority reserves the right to update or replace the Authority's ICT System, including any software or systems inbuilt.

6.6.21 Data Management: Staff and Prisoners

(a) The Contractor shall:

(i) Comply with the Authority's rules on individual and shared file storage, ensuring no unauthorised access of files or storage areas by other Staff or Prisoners.

(ii) Follow the individual & shared file storage rules in authorities DPIA (Data Protection Impact Assessments).

(iii) Ensure they follow any data submission processes requests on contract start and, in the future.

6.6.22 Where they wish to use their own systems and have received Authority approval in writing, ensure they fulfil the needs of ISO/IEC 27001:2022 and Cyber Essentials Plus and continue to uphold these standards, on all systems where they plan to hold any Authority Data.

6.6.23 Participate in Data Protection Impact Assessment.

6.6.24 The Contractor must comply with the requirements set out in Schedule 10 (*Data Processing*).

6.6.25 The Authority will provide access to a secure shared area (for Staff and Prisoners) to store data required to deliver the Services.

6.6.26 Data storage via on-site servers is not encouraged and will only be accommodated in exceptional circumstances (e.g. for examination purposes shall this be a requirement of an examining body).

6.6.27 System Security

(a) The Contractor will take responsibility for:

(i) Complying with all security, data protection and system operating requirements as outlined by the Authority, including but not limited to the responsibilities outlined below:

(A) Prisoner password resets, Staff (e.g., teachers) will be given the ability to do this.

(B) Provide safeguarding by monitoring the service areas, classrooms, exams, libraries and workshops , by using classroom management tools provided by the Buyer (e.g. Impero) to support management of prisoner activity on desktop devices and following Mandatory Guidelines.

(C) Ensuring that no attempt is made by Staff or Prisoners to access unauthorised internet sites.

(D) Responding to any security breaches promptly by meeting security management requirements to ensure the system is secure.

(E) Providing evidence of security vetting of all Staff using the Authority's ICT System.

6.6.28 The Authority will manage System Security including in relation to role-based access, account monitoring, category-based internet access and session monitoring, recording, and auditing to support the detection, management, and resolution of any security incidents.

6.6.29 Exam Management

(a) The Contractor shall ensure that:

(i) Staff and Prisoner end user devices are secure and safe to use, reporting any suspicious tampering.

(ii) Common Awarding Organisation requirements around wi-fi are met.

(iii) Peripherals are supplied for the exam-related task.

(iv) Implement security and time monitoring as laid down by the examining body.

(v) Working with the Authority to jointly meet the needs of examining or awarding bodies including by undertaking any technical, security and quality checks required.

(b) The Authority will provide end-user devices that meet the Common Awarding Organisations' specification, with connectivity via hardwired connections or wi-fi based connection (wi-fi is preferred) for agreed examining bodies requirements. The Authority will supply, where technically possible, peripherals to enable on-line exams. The Authority will enable time restrictive access to the internet with security monitoring for those awarding bodies that require enhanced internet access.

6.6.30 Allow Listings & Web Management

(a) The Contractor shall:

(i) Only attempt to access allow listed websites, and do not attempt to access links within these sites to any site that has not been allow listed.

(ii) Conform to the account status given to Staff by the Authority where differing level of internet access exists.

(iii) Prevent, where possible, and report any unauthorised access to any other sites other than those granted by the Authority.

(iv) Ensure Staff and Prisoners do not try to enter the internet using any other method than those provided by the Authority.

(b) The Authority will provide the management of an approved list of allow listed websites. The Authority will manage the URL links within the allow listed websites, where identified. The Authority will manage the security requirements of all allow listed websites and reserves the right to remove access, including immediately where this is determined as required by the Authority. Requests for new allow listed sites will need to meet all Authority Security requirements, including those in relation to operational, cyber and information security, including compliance with Mandatory Guidelines. The Authority reserves the right to remove access to these sites also, including immediately where this is determined as required by the Authority.

6.6.31 Maintenance and support

(a) The Contractor shall:

(i) Report any incidents through the service provided by the Authority.

(ii) Manage any replacement goods required through the process provided by the Authority.

(iii) Follow its BCDR Plan and any business continuity and disaster recovery plan provided by the Authority.

(iv) Ensure they have sufficient technical and maintenance support for end user devices.

(b) The Authority will provide, potentially through subcontractors, technical and maintenance support during Working Days for the Authority's ICT System. The Authority will have in place a replacement process for any faulty Digital Equipment which will aim to minimise downtime.

(c) The Contractor will bear the cost of replacement to any part of the Authority's ICT System, only where it is determined as at fault for any damage.

6.6.32 Staff moves

(a) The Contractor will inform the Authority of starters, leavers, movers, or system access level requirement changes in a timeframe outlined by the Authority.

7 DATA COLLECTION AND MANAGEMENT

7.1 Data Collection and Management - Purpose

(a) Data Collection

(i) Core Education Services will be supported by robust data that will enable consistency, timely intervention, and quality assurance.

(ii) The Contractor shall input quality assured data onto the Authority's ICT System to accurately record, monitor the evidence service delivery against identified performance measures and Payment Mechanisms and within prescribed timelines as set out in Schedule 3 (*Charges*).

(iii) The Authority will enable secure data access for the Contractor where required for contract management.

(iv) The Contractor shall enter data directly into the Authority's ICT System as required by the Authority under this Contract, at the cost of the Contractor. The Contractor can assume the level of digital assets, as set out at Paragraph 6.6.1(j) of Part 2 (*The Services*) of this Schedule 2, are in place throughout the life of this Contract.

(b) Data Management

(i) The Authority will provide access to a digital secured shared area capability (for Staff and Prisoners) to store learning materials, for the provision of teaching and learning.

(ii) The Contractor will be required to submit their data requirements six (6) months prior to contract start. The Authority will aim to provide a standard approach to data management and reporting to meet the most common needs of all Contractors.

(iii) In addition to the obligations of Schedule 7 (*Information Assurance and Security*), where a Contractor wishes to transmit or store Authority Data, including Prisoner data and has received Authority approval in writing, it will be required to, on Contractor Systems, hold and maintain ISO/IEC 27001:2022 and Cyber Essentials Plus accreditation.

(iv) The Contractor will undertake a Data Protection Impact Assessment in conjunction with the Authority.

7.2 Data Collection and Management - Outcome

(a) The Contractor will ensure that robust data collection and management enables:

(i) Prisoners to track their progress toward their aspirations, supporting outcomes on release.

(ii) The Contractor to deliver all appropriate data, as defined in this Contract, relevant Authority Policies, operational guidance or in any Authority's ICT System digital application, and any data as may be required by the Authority into the Authority performance management reporting tool, Screening and Assessment Tool, Personal Learning Plan or Learner Record systems, or any Authority-specified replacement system, in a timely and accurate manner.

(iii) The Contractor to report in real time (reporting frequency) or as soon as possible thereafter ascertaining Prisoner information.

(iv) Service delivery, continuous improvement, and appropriate payment of the Contractor.

7.3 Data Collection and Management - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to data collection and management:

(b) Prisoner Information

(c) The Contractor shall ensure that all Prisoner data is entered directly into the Authority's ICT System by the Contractor in real time, is accurate and complete.

(i) The collection and management of data in accordance with Data Protection Legislation and as specified in Mandatory Guidelines.

(ii) The implementation of security that enables the Contractor to store personal data, in accordance with Schedule 10 (*Data Processing*).

(iii) Contractors will be required hold and maintain ISO/IEC 27001:2022 and Cyber Essentials Plus.

(iv) The collection of management information that will be used by the Authority to quality assure.

(v) The implementation of technology that enables the Contractor to use the Authority's ICT System, where required.

7.4 Data Collection and Management - Service Elements out of Scope

(a) The following services are excluded from the scope of Contractor data requirements:

(i) The collection and management of any data outside of Core Education Services. It shall be noted that the Contractor will have access to Prisoner data where applicable and relevant to services.

7.5 Data Collection and Management - Operational Requirements

(a) To deliver Core Education Services supported by data, the Contractor will be required to:

(i) Data collection

(b) The Contractor will use the Authority's ICT System to collect data as required. The Contractor will also use templates provided by the Authority to collate data needed for reporting.

(c) The Authority has the right to ask the Contractor to collect new and different data as requirements change throughout the life of this Contract.

(d) The Contractor will update the Authority's ICT System with information on Prisoner participation and achievement. This will be maintained as an up-to-date record as the Prisoner progresses through their learning. For example, this could include the number of Prisoners who progressed from a further education access course to Higher Education, the number of Higher Education applications made within an academic year, successful applications, the number of achievements each year, and overall course achievement.

(e) The Contractor will maintain on-going records of Prisoner attainment and progress. The Contractor will use gap analysis to adapt teaching, training, and learning to suit the emerging needs of Prisoners.

(f) The Contractor will use the Authority's ICT Systems to assess, monitor and share information on Prisoners' reading ability and the progress they make.

(g) The Contractor must ensure that the data quality on the data entered onto the Authority's ICT System, is maintained, monitored, assured, and validated, through system data quality reports.

8 QUALITY ASSURANCE AND IMPROVEMENT

8.1 Quality Assurance and Improvement - Purpose

(a) The Contractor will be responsible for implementing and maintaining a suite of quality improvement and assurance processes, aligned with the Authority's expectations.

(b) Delivering a robust quality improvement cycle demonstrates a commitment to continuous delivery improvement, improved outcomes for Prisoners, and the effective leadership and management of education.

(c) The Contractor shall fully engage with, deliver elements of, and contribute towards the quality assurance and improvement processes of the Authority as well as other mandated requirements and inspectorates, such as HM Inspectorate of Prisons ("**HMIP**") and Ofsted.

8.2 Quality Assurance and Improvement - Outcome

(a) The Contractor will ensure that quality services enable Prisoners to:

(i) benefit from learning that will improve their attainment of knowledge, skills, values, attitudes, and behaviours, which lead to progression.

(ii) benefit from learning that meets the standards set by the Authority, and other inspectorates, such as Ofsted and HMIP.

8.3 Quality Assurance and Improvement - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to quality:

(i) utilise the needs analysis data as part of their curriculum design, incorporating screening and assessment results.

(ii) undertake curriculum planning that identifies knowledge, skills, values, attitudes, behaviours, and progression opportunities that meet Prisoners' needs.

(iii) provide an annual self-assessment report (SAR) to the Governor, in line with industry best practice and Ofsted guidance, and review the

document quarterly at the Establishment Level Quality Improvement Group as set out in Schedule 13 (*Governance*).

(iv) contribute to the education, skills, and work quality improvement group meetings as set out in Schedule 13 (*Governance*).

(v) provide a specific Supplier Quality Improvement Plan that drives up standards, submitted to the Governor, and updated quarterly.

(vi) provide and adhere to the annual quality calendar that includes a selection of observations, learning walks and other quality assurance processes. The Contractor shall submit the calendar to the Governor for approval and updated/reviewed through the quality improvement group, which forms part of the local collaboration meetings as set out in Schedule 13 (*Governance*), once agreed.

(vii) collect Prisoner voice information regularly.

(viii) contribute towards quality assurance processes including (but not limited to) the education, skills and work strategy, peer mentoring, distance learning, functional skills strategy, and the reading strategy.

(ix) create and update the internal quality assurance and assessment policy, adhering to Common Awarding Organisations' expectations.

8.4 Quality Assurance and Improvement - Service Elements out of Scope

(a) The following services are excluded from the scope of quality:

(i) the design and amendment of any quality-related materials used by inspectorates such as Ofsted or HMIP;

(ii) the design and amendment of any quality-related materials used by the Authority.

8.5 Quality Assurance and Improvement - Operational Requirements

(a) To deliver high quality provision, the Contractor will be required to:

(i) Meet expected standards.

(A) The Contractor shall meet standards as set out by the Authority, and within Ofsted's Inspection Framework (currently the Education Inspection Framework "**EIF**").

(b) Comply with inspection requirements

(i) The Contractor will be subject to and comply with any inspection and Authority requirements. This will include Ofsted and HMIP inspections.

(ii) The Contractor will align and update quality processes to reflect any changes in Ofsted and HMIP inspection frameworks, national guidance, guidance issued by the Authority and quality frameworks and processes issued by the Authority.

(c) Meet Key Performance Indicators (KPIs)

(i) In delivery of the Services, the Contractor will be required to deliver against various quality-focused measures in accordance with Schedule 14 (*Key Performance Indicators*). These include KPI 6 (part b) - Screening and Assessment Quality Cap and KPI 7 (part b) Additional Learning Needs Quality Cap.

(d) Engage with the Authority's Quality Assurance and Improvement processes

(i) The Contractor will collaborate with the Authority's qualified representatives and protocols to assess and evidence observations and judgements of teaching, learning and assessment.

(ii) The Contractor will assist the Authority in triangulating evidence to support judgements on impact against the KPIs and self-assessment processes

9 CONTRACTOR WORKFORCE

9.1 Contractor Workforce- Purpose

(a) An expert, qualified and resilient workforce is key to the effective delivery of services and support for Prisoners. The Contractor shall recruit, develop, and retain a workforce that will successfully support Prisoners to realise their potential, as well as implement efficient and effective strategies, policies, and procedures.

9.2 Contractor Workforce - Outcome

(a) The Contractor will ensure that their workforce enables Prisoners to:

(i) Realise their aspirations in preparation for release;

(ii) Benefit from suitably qualified and experienced Staff that are well-equipped and supported to deliver a high-quality Prisoner Education Service; and

(iii) Benefit from a service delivered by a workforce that is suitably trained and supported to meet individual Prisoner need and ambition.

9.3 Contractor Workforce - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to workforce:

(i) The provision of sufficient, high-quality suitable Staff to deliver a service that meets curriculum requirements and individual need.

(ii) The selection, recruitment, retention, induction, and training of Staff. All Staff will also take part in an establishment-level induction as organised locally.

(iii) High-quality Continuous Professional Development ("**CPD**") of all Staff, ensuring knowledge and skills are up to date and relevant to the Prison curriculum.

(iv) The performance management of all Staff.

(v) Managing Contractor staffing levels, including Staff absences, to ensure all planned sessions take place.

9.4 Contractor Workforce - Service Elements out of Scope

(a) The following services are excluded from the scope of workforce:

(i) Provision or management of Prison staff resources.

9.5 Contractor Workforce - Operational Requirements

(a) The Contractor must meet the following requirements:

(b) Workforce provision

(i) The Contractor will ensure that the necessary levels of staffing are in place from the Services Commencement date to enable the delivery of the Services. The Contractor must employ robust measures to manage potential disruptions to staffing, such as sickness, annual leave, and vacancies. A staffing contingency plan must be developed and shared with the Authority annually for approval in line with the timescales set out for the Annual Commissioning Process and ADP as set out in Schedule 12 (*Contract Management and Monitoring*), whereby the initial plan will be shared during the Preparation for Service as described in Schedule 21 (*Mobilisation*).

(ii) The Contractor will comply with all relevant employment legislation, including Employment Regulations and the New Fair Deal (**NFD**) policy on pensions as it applies to affected Staff, including agency, contract, and sessional Staff. To note the possible NFD policy change which may impact incumbent FE College Staff TUPE pension protection, is not likely to be confirmed by HM Treasury until latest Summer 2024. This uncertainty has been identified and accordingly bidders are required to submit two pricing mechanisms, one assuming that NFD will apply to the transfer of FE College Staff and the other assuming that NFD will not apply. The details are shown in the Financial Response Template.

(iii) The Contractor will ensure that an appropriate member of Staff contributes to overall activities function and attends meetings with the Prison as reasonably required by the Authority in accordance with Schedule 13 (*Governance*).

(iv) The Contractor must consider ways to ensure the workforce is sufficiently flexible and adaptive to changes in the curriculum, for example through secondments, sharing Staff across Prisons and through engaging with employees in the community.

(c) Workforce qualifications and expertise

(i) The Contractor will ensure that all Staff are appropriately qualified and experienced to deliver services effectively and efficiently in line with the agreed curriculum.

(ii) Contractor Personnel delivering lessons and/or assessments in the curriculum for opportunity must have sufficient industry-specific expertise on appointment. They must also have, or obtain within a reasonable time following appointment, a relevant teaching qualification and/or assessor qualification as required by the relevant awarding body, law, government guidance, or Good Industry Practice.

(iii) Contractor Personnel delivering lessons in the curriculum for independence must have, or obtain within a reasonable time following appointment, a suitable teaching qualification as required by government guidance or Good Industry Practice, and sufficient subject-specific expertise.

(d) Recruitment and retention of Staff

(i) The Contractor must develop and implement an effective and efficient recruitment strategy to attract high quality Staff and share this with the Authority for information on request. The Contractor must consider a range of approaches, which could include in-service training routes, marketing channels such as trade-specific websites and careers fairs, and events for potential applicants. The Contractor will also collaborate with any Authority teacher recruitment strategies and events as far as is practical.

(ii) The Contractor will set Staff terms and conditions including annual leave, pension arrangements, salary and other employee benefits that support the recruitment of high-quality, suitable Staff. The Contractor will also have effective terms and conditions and Human Resources policies and processes in place that encourage Staff retention.

(iii) It is a prerequisite to undertake vetting checks for those employed on a Prison site or those with a professional relationship with Prisoners. The Contractor will ensure there are robust pre-employment checks in place, including vetting in line with *PSI (Prison Service Instructions) 07/2014 Security Vetting* or any future equivalents*,* at the Contractor's cost.

(e) Workforce development and training

(i) The Contractor will ensure that Staff working in the Prison undertake mandatory training requirements associated with working in a custodial environment as set and delivered by the Authority at Prison level (see Appendix A (*CPD and Training Principles and Expectations*) to this Schedule 2 for example). Except for the mandatory training provided by the Prison, the Contractor will take full responsibility for the training of Staff.

(ii) The Contractor will develop an annual workforce development strategy that sets out a programme of Staff training and CPD. This must align with curriculum planning and reflect the Authority principles and expectations set out in Appendix A (*CPD and Training Principles and Expectations*) to this Schedule 2. The Contractor shall update and share the CPD strategy with the Authority quarterly with a written explanation provided for changes. The Contractor must update the Authority on progress against the strategy quarterly, to include details of the CPD activities undertaken including which Staff took part and for how long, and how the CPD has impacted professional practice and Prisoners.

(iii) The Contractor will ensure that Staff are able to access CPD and training, such as online courses, external courses, or shadowing of colleagues; while also meeting curriculum requirements and wider regime need as far as reasonably practicable. The Contractor must consider how to maximise the use of time within working hours outside of the delivery of sessions and other ways to mitigate the impact of Staff CPD time on Prisoners.

(iv) The Contractor will collaborate with the Authority regarding CPD and training. This could include sharing opportunities with Prison staff where appropriate, taking part in inductions for new Prison staff, delivering whole-staff briefings and other CPD as appropriate and reasonably required. The Authority may also request that the

Contractor delivers training courses and/or qualifications to Prison staff for an additional fee that will be negotiated with the Contractor at the time of the request and delivered through Schedule 4 (*Change Control Procedure*).

(v) The Contractor will ensure that new Staff will be given an effective induction and that new or less experienced Staff are given sufficient support, guidance, and supervision to ensure they are able to deliver the services to the expected standard.

(f) Staff performance management

(i) Staff will conduct themselves in a professional manner and deliver the services with the due care and diligence expected of a skilled professional and comply with requirements and policies concerning conduct on the Authority's premises. The Contractor must ensure Staff understand and model the values of the Authority and support the rehabilitative vision for their establishment.

(ii) The Contractor will supervise Staff on a day-to-day basis and will be responsible for ensuring they performance manage Staff to ensure high-quality delivery. The Contractor will implement a robust performance management policy and ensure it is effectively delivered to enable pro-active identification of poor practice and the implementation of support, including sufficient observations for Prisoner-facing roles and effective support plans as required for all Staff delivering services.

(iii) The Contractor will ensure that there is a suitably qualified, experienced, and effective manager in place to manage, support and lead the quality assurance of teachers, including observing lessons.

(iv) The Contractor will use the occupation duties and associated knowledge, skills and behaviours that comprise the Learning and Skills Teacher occupational standard[2] developed by the Institute for Apprenticeships and Technical Education in their performance management processes for all Staff in teacher/lecturer roles (or equivalents, including any future version of the standard). The

[2] © Institute for Apprenticeships and Technical Education, 2022. These occupational standards are licensed under the Open Government Licence 3.0 (https://www.instituteforapprenticeships.org/apprenticeship-standards/learning-and-skills-teacher-v1-1)

Contractor is responsible for ensuring that they are using a current version of the Learning and Skills Teacher occupational standard.

(v) The Contractor will identify deficient performance and address it in a timely manner, as determined by the Authority in its reasonable opinion.

(g) Supporting additional needs

(i) The Contractor will ensure that teaching Staff (or equivalent) understand inclusive quality first teaching and make reasonable adjustments to teaching methods in line with Prisoners' Education Support Plans, to ensure that learning is accessible to all Prisoners with additional needs.

(ii) The Contractor will ensure that all personnel receive relevant internal and external CPD and support to ensure that they are able to provide ongoing support to Prisoners with additional needs (see Appendix A (*CPD and Training Principles and Expectations*) to this Schedule 2).

(iii) The Contractor will ensure that all Learning Needs Support Practitioners working with Prisoners hold suitable experience, qualifications and/or training in supporting additional needs to ensure that they can provide high quality and effective support to all Prisoners.

(iv) In accordance with Schedule 15 (*Key Personnel*), the Contractor will be responsible employing Additional Learning Needs Lead(s) to oversee additional needs provision within each Lot. These individuals will be responsible for providing specialist advice to Staff and Prisons where required on meeting educational need.

(h) Staff information data sharing

(i) The Contractor will be responsible for data sharing with the Authority, including:

(A) Providing the Authority with required Staff information to support workforce monitoring in the format specified by the Authority.

(B) Complying with reasonable information requests from the Authority regarding the workforce including CPD, performance management and recruitment.

10 LEARNING ENVIRONMENT

10.1 Learning Environment - Purpose

(a) Contractors will be responsible for the learning environment in classrooms and other relevant spaces outlined in Schedule 26 (*Premises*) and any other areas designated primarily for the use of Staff to deliver the Services.

(b) An engaging environment is key to ensuring Prisoners feel comfortable and motivated during learning and skills development.

(c) The Contractor shall ensure that the learning environment is inspiring, engaging and allows Prisoners to focus on learning in line with the requirements set out at Paragraph 10.3 of Part 2 (*The Services*) of this Schedule 2.

(d) The Contractor shall ensure learning spaces convey a culture of support towards outcomes and meet Prisoner need where the space allows.

10.2 Learning Environment - Outcome

(a) The Contractor will ensure that the learning environment enables Prisoners to:

(i) Engage with services, focus on learning, feel supported and encouraged, regardless of their background or neurodivergent or other needs.

10.3 Learning Environment - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to the learning environment:

(i) Ensuring the local space in which learning and skills development is delivered in is engaging and inspiring, as far as the setting allows;

(ii) Maintaining displays that are up-to-date and interactive, with working walls used effectively;

(iii) Considering appropriate adaptations to support neurodivergent Prisoners;

(iv) Ensuring that the model of delivery can adapt to other locations where circumstances require, such as modular delivery, Blended Learning, contextualised learning, on-wing, or in-cell learning;

(v) Ensuring available resources enable delivery, replicating typical community resources such a stationery and textbooks, as far as possible;

(vi) Maintaining furniture or Assets to ensure it is conducive to quality teaching and learning, and in line with Clause B5 (*Installations and Assets*). Where necessary this may include providing (or replacing) Assets such as desks and chairs; and

(vii) Maintaining Assets, tools and inventory required to deliver the services which for clarity includes the provision of stationery, printer consumables and any other consumable items required to deliver the Services. Examples of consumables can be found in inventory tabs of asset lists. However, these lists may not include all consumables the Contractor requires to deliver the Services e.g. printer cartridges.

10.4 Learning Environment - Service Elements out of Scope

(a) The following services are excluded from the scope of the learning environment:

(i) Any local space outside of that which has been allocated for education services. If Contractors wish to make use of or influence other spaces, this will need to be agreed locally;

(ii) Any structural changes, maintenance, or repairs to the space, which is the responsibility of the Authority and local establishment; and

(iii) Any equipment for which the Authority remains responsible, including Digital Equipment or workshop infrastructure. This is equipment or Digital Equipment not listed within the Registers, within Appendix C (*Digital Assets Lists*) to this Schedule 2, or otherwise owned or installed by the Contractor.

10.5 Learning Environment - Operational Requirements

(a) To deliver effective services, the Contractor will be required to:

(b) Create an engaging and accessible space

(i) The Contractor must create and proactively enable an engaging learning environment where support is a key part of the culture, so Prisoners are empowered to participate, share ideas, and ask for help. The Contractor must ensure Prisoners are made to feel welcome, respected and cared for as part of creating an environment that is conducive to learning.

(ii) The Contractor must ensure that all reasonable steps have been made to ensure that the environment is as supportive as possible of neurodivergent needs. For example, availability of key information in easy read formats, use of coloured or off-white paper where possible and the environment is as ordered as possible and 'visual clutter' is avoided.

(iii) The Contractor shall work with the Prison's Neurodiversity Support Manager to identify potential adaptions to the environment. Where specific adjustments to the environment are required for individual Prisoners, these must be clearly outlined in their Education Support Plan and implemented as soon as possible.

(iv) The Contractor must be aware of the prevalence and impact of trauma, especially in the female estate, and ensure that Prisoners are not re-traumatised by their experiences in the learning environment. The Contractor shall ensure that the learning environment supports Prisoners to feel physically and emotionally safe and shall consider how it is perceived.

(c) Adapt delivery to location

(i) The Contractor must provide information on models of delivery that they can offer and how they can utilise all areas of the Prison beyond traditional classroom settings to maximise learning opportunities. For example, this may be on-wing or in-cell, depending on Prisoner need and individual circumstances. This will be agreed locally at establishment-level as part of the Annual Commissioning Process set out in Paragraph 5 of Part 1

(*Introduction*) of this Schedule 2. The Contractor shall ensure spaces are relevant, appropriate to subject matter taught, and in line with Prisoner need.

(ii) The Contractor must embed environmental sustainability into the learning environment. This could include energy efficiency, sourcing of materials, use and disposal of materials, waster efficiency and the most environmentally sustainable options.

11 SCREENING AND ASSESSMENT DELIVERY

11.1 Screening and Assessment Delivery - Purpose

(a) The Screening and Assessment process accurately establishes Prisoners' baseline ability level across several educational disciplines upon entry to Prison, as well as indicating any areas of ALN for which they may require support.

(b) The results from this process inform the next steps of a Prisoner's Education, Skills, and Work Pathway, including activity allocations, learning plans, referrals, and Education Support Plans.

11.2 Screening and Assessment Delivery - Outcome

(a) The Contractor will ensure that an initial educational screening and assessment process is conducted in Prisons for all eligible Prisoners (as set out in the operational requirements subsection of this Screening and Assessment Delivery Paragraph 11.2 of Part 2 of this Schedule 2) and any other Prisoners as eligible as notified by the Authority. The process must be:

(i) Delivered by personnel who can administer the screening and assessment tools in a way that is engaging, promotes the benefits of education, is inclusive and supportive to Prisoners and accurately establishes Prisoners' baseline ability levels.

(ii) Completed digitally via the Authority's ICT System, with offline contingency arrangements in place which will still allow for assessments to be held in the required timescales and for results to be uploaded onto the Authority's ICT System when possible.

(b) The Contractor must ensure the screening and assessment process is scheduled and completed within thirty (30) days from the Eligibility Date in accordance with Schedule 14 (*Key Performance Indicators*). Assessment sessions must be planned to maximize efficiency of the process and accuracy of results whilst considering Prisoner's individual needs and the local Prison regime.

11.3 Screening and Assessment Delivery - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to the delivery of screening and assessment services:

(i) The use of the screening and assessment tools within the Authority's ICT System to screen and assess all eligible Prisoners covering the following areas:

(A) Functional Skills Assessment -

1) Mathematics

2) English

3) Digital Skills

(B) English to Speakers of Other Languages (**ESOL**) Assessment

(C) Reading Assessment

(D) Additional Learning Needs Indicator

(b) The Contractor is required to ensure that the information regarding identification of need and support provided in education is saved in the appropriate place(s) within the Authority's ICT System.

(c) The Contractor must ensure assessment results are accurately recorded on the Authority's ICT Systems.

(d) The Contractor must review screening and assessment results to signpost and refer Prisoners to the most appropriate ALN support.

(e) The Contractor must make appropriate next step functional skills course recommendation in line with functional skills tool result.

11.4 Screening and Assessment Delivery - Operational Requirements

(a) To deliver effective screening and assessment services, the Contractor must ensure that Authority-provided Functional Skills, ESOL, and reading assessments and ALN screenings are delivered to capture Prisoner educational ability in mathematics, English, ESOL, Digital Skills, literacy, and ALN to all eligible Prisoners. The Authority provided tools will not require specialist or teaching qualified Staff to operate and will be able to be facilitated with basic training.

(b) Prisoner Eligibility is defined as:

(i) Additional Learning Needs:

(A) All Prisoners without a previous record on the Authority's ICT Systems of completing the PES additional needs indicator tool.

(B) Prisoners for whom it has been agreed by the Governor of a Prison (responsibility can be delegated by the Governor but this can be no lower than a Band 6 member of Prison staff) that repeat ALN screening is appropriate. The Contractor must ensure that any screening that is repeated is collaboratively agreed with healthcare teams and OMU-based Prison staff input and the reasons for repeating the assessment are evidenced and documented.

(ii) Functional Skills:

(A) All Prisoners who do not have any record on the Authority's ICT Systems of previous assessment results or educational attainment and there is no evidence recorded on learner record systems ("**LRS**") or provided by the Prisoner of prior attainment of a GCSE grade 4 equivalent in English, mathematics, and Digital Skills.

(B) Prisoners for whom it has been agreed by the Governor of a Prison (responsibility can be delegated by the Governor but this can be no lower than a Band 6 member of Prison staff) that repeat Functional Skills assessment is appropriate due to either a significant change in circumstances since the previous assessment (such as acquired brain injury) or evidence of educational attainment being unavailable. The Contractor must ensure that reasons for repeating the assessment are evidenced and documented.

(iii) Reading:

(A) Any Prisoner who states on the Basic Custody Screening Tool ("**BCST"**) that they cannot read.

(B) Any Prisoner who scores Pre-Entry, E1 or E2 on the English Functional Skill assessment.

(C) Any Prisoner who has potential reading difficulties identified via the ALN indicator tool.

(D) Any Prisoner without an existing educational record who has been referred for a reading assessment by any member of Prison staff. Where a non-educational staff member refers a Prisoner, the referral must be assessed by Staff before a reading assessment is undertaken.

(E) Any Prisoner who chooses to self-refer for a reading assessment where there are no other indicators of functional reading ability on record (English level E3 and above for example). Where a Prisoner self refers but there is an indication of ability to read, the referral must be assessed by Staff before a reading assessment is undertaken.

(iv) ESOL:

(A) Any Prisoner that has had self-declared an English language need.

(B) Any Prisoner that or has had an English language need identified via BCST or education introduction.

(C) Any Prisoner that has been referred for an ESOL assessment by any member of Prison staff.

(c) In delivery of Screening and Assessment services, the Contractor will need to comply with Screening & Assessment KPI 6 (parts a and b), in accordance with Schedule 14 (*Key Performance Indicators*).

(d) The Contractor must review assessment results to recommend the most appropriate adjustments and support for any identified needs and next step functional skills courses for Prisoners.

(e) The Contractor must ensure all recommendations are in line with results from the functional skills and ALN indicator tools and are recorded on the Authority's ICT Systems and made accessible to the Prisoner, CIAG and local allocations teams.

(f) The Contractor must ensure that the purpose of each assessment is clearly explained to the Prisoner before delivery, this must include outcomes from the assessments, information on the wider context of

Prison education, the benefits of engaging with education and an overview of the educational courses available in the Prison.

(g) The Contractor must obtain informed consent from the Prisoner before commencement of each assessment they are eligible for. Informed consent must be recorded on Authority digital systems.

(h) The Contractor must ensure that all screenings are completed digitally through the Authority's ICT System, with offline contingency arrangements in place should this not be possible. Contingency arrangements must include provision for screenings that are delivered offline to be recorded and uploaded onto the Authority's ICT Systems, and where necessary shared with appropriate Authority and Staff within and external to the Prison, as required.

(i) The Contractor must ensure that positive behaviours which encourage engagement with education are applied to all interactions with Prisoners.

(j) The Contractor must schedule all screening and assessment activity with consideration to the Prisoner Journey Process Map and with allowance for individual differences between Prison regimes. The sequencing of Prisoner settlement activity includes initial Prison risk assessments, healthcare screenings, Prison inductions and key worker meetings. This is then followed by the educational screening and assessment procedure covering Functional Skills, Reading, ESOL and ALN, which leads into the CIAG process, activity allocation and/or educational course enrolment.

(k) The Contractor must work collaboratively with CIAG staff to ensure that assessments are scheduled to take place before the initial careers' guidance session.

(l) The Contractor must ensure that all required screening and assessments for Prisoners must be completed by the end of the site-specific induction period for each Prison and before the Prisoner is moved from the induction wing. If a prisoners individual circumstances prevent screening and assessment from being completed within the site-specific induction period then the Contractor must ensure that screening and assessment is scheduled for within thirty (30) days from the Eligibility Date, unless there are clear and valid reasons to delay the process beyond thirty (30) days.

(m) Prior to any screening offered, Staff will need to check for previous educational records via the Authority's ICT System and the LRS to confirm

if any previous screenings have taken place and to review prior academic attainment to ensure that screening is only offered to Prisoners who meet the eligibility criteria.

(n) Prior to screening being administered, the Staff shall ask, and record details of languages spoken and preferred language and offer ESOL screening tool where appropriate.

(o) The Contractor must provide the opportunity to all Prisoners to self-declare whether they have a learning need, disability or a medical condition which will affect their learning and,

(i) Make reasonable endeavours to seek out further information if appropriate,

(ii) Clearly differentiate screening tool results, areas of need, self-declared diagnosis and confirmed diagnoses when recording information,

(iii) Make reasonable endeavours to confirm any declared diagnosis with relevant Healthcare services or external bodies such as previous education Contractors or the Local Authority where relevant. This must be evidenced and recorded digitally on the Authority's ICT System. Until evidence of a diagnosis is obtained this need must be clearly reported as 'self-declared'.

(p) The Contractor must ensure that prior to enrolment on a course, Prisoners are asked whether they were enrolled in education prior to imprisonment or if they have an Education, Health, and Care Plan (**EHCP**). If either of these are the case, the Contractor is required to get consent from the Prisoner to contact previous education Contractor and/or LA to request information on support needs.

(q) The Contractor must ensure that delivery arrangements and the learning environment are designed with suitable adaptations to support those with a range of learning needs, neurodiversity needs, Learning Difficulties and/or Learning Disabilities.

(r) The Contractor must record and provide assessment, enrolment, and progression data on request from the Authority, aligning to regular reporting practices and information sharing agreements as set out in Schedule 24 (*Collaboration*). Contractors will ensure that information

regarding support required to participate in education, skills and work on release is recorded digitally and is clearly outlined on the Authority's ICT System in line with requirements set out in the Services and Mandatory Guidelines.

(s) The Contractor must ensure that in instances where a Prisoner refuses to engage with screening and assessment this is recorded on the Authority's ICT System. A review date must be agreed and as a minimum they must attempt to re-engage the Prisoner every three (3) Months, and evidence of all further attempts made to effectively engage the Prisoner must also be recorded.

(t) The Contractor must engage actively with inspection of the Services by Ofsted, whether as part of inspections by HMIP (His Majesty's Inspectorate of Prisons) or otherwise, documenting any shortcomings in agreed detailed action plans with targets to address them.

(u) The Contractor must work with key stakeholders to ensure that legally compliant information sharing arrangements and agreements are in place for the purposes of sharing information from screening and assessment that is relevant to settlement, further referrals, and transfer and/or release. All sharing of information must be done in compliance with Authority information sharing guidance and practices. Any information from screening and assessment that is relevant to settlement, transfer and/or release is shared in line with Authority information sharing guidance and practices.

(v) The Contractor must work with Prison staff, including the Learning and Skills Manager, Neurodiversity Support Manager and Heads of Education, Skills and Work, health, and other education or support staff, to support sharing of information. This includes the provision of monthly (or at a greater frequency as agreed with the Prison) additional needs indicator tool screening registers and proactively ensuring that all Prison staff and Staff, who are responsible for meeting the Prisoners' needs within the wider Prison environment, are made aware of any identified need or support.

(w) Location and environment of delivery

(i) Service delivery will be on site in Prisons, and it will be Prisoner-facing requiring interaction with Prisoners. Screening delivery may be on a 1 to 1 basis, or in small groups (up to a maximum of 10

Prisoners) as determined in conjunction with the Prison to best meet Prisoner needs while not exceeding the Learner Delivery Hours set out in the ADP. It is anticipated that the new digital screening and assessment tool will take 2 hours to complete screening and assessments for each small group, however the Contractor will need to always be able to provide screening and assessment and have appropriate contingencies in place for circumstances that prevent the usual method of delivery.

(ii) The learning environment needs to meet the requirements outlined in the 'learning environment' section of this specification.

11.4.2 Regardless of a Prisoner's eligibility for screening and assessment, the Contractor must ensure that all Prisoners receive information on the wider context of Prison education, the benefits of engaging with education and an overview of the educational courses available within the Prison in line with the timescales agreed locally as part of the Annual Commissioning Process but no later than thirty (30) days from the Eligibility Date in accordance with Schedule 14 (*Key Performance Indicators*), this is commonly referred to as an education induction.

12 SUPPORTING ADDITIONAL LEARNING NEEDS

12.1 Supporting Additional Learning Needs – Purpose

(a) All Prisoners with additional needs will receive the support and/or adjustments that they need to participate and engage in education fully, ensuring that these are not a barrier to participating and achieving for any Prisoner.

(b) Contractors will contribute to a whole Prison approach to supporting need by working collaboratively and flexibly with Prisons. This will include collaborative delivery planning processes and sharing recommended support and adjustments. Contractors will also work with individual Prisons to agree how support will be provided in wider skills and work and how the Contractor might contribute to this.

12.2 Supporting Additional Learning Needs – Outcome

(a) Following screening and assessment process, the Contractor will contribute to a 'whole Prison approach' to supporting prisoners with ALN by recording recommended adjustments, including any put in place by the Prison, on an agreed central digital platform.

(b) Prisoners requiring additional support who enrol in education will receive effective and evidence-based Education Support Plans which outline what adjustments and support they require to enable them to effectively engage in their course.

(c) Prison staff and the Contractor work collaboratively through the Annual Commissioning Process and the ADP to ensure a joined-up approach that delivers consistency in support for Prisoners across skills and work as well as education, using the education provision and budget flexibly to achieve this, where this is agreed as appropriate.

12.3 Supporting Additional Learning Needs – Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to supporting additional needs:

(i) Additional needs support provision in each Prison in the Lot.

(ii) Ensuring that appropriate and effective additional support is provided for any Prisoner who is identified as having an additional

need either through educational screening processes or any other screen or assessment (including but not limited to self-declaration, teacher assessment, psychology, or healthcare assessments) who is enrolled in education.

(b) Where ALN provision has been commissioned for those in education, Prisons can determine where best to utilise the support services flexibly and may choose to utilise the commissioned hours to support individuals in wider work and skills activity. Prisons can also commission additional ALN support provision to support Prisoners in wider skills and work activity routinely through the Annual Commissioning Process and ADP. The following aspects of additional needs support in scope:

(i) Integration of screening and assessment of additional needs and recommendations of support following this, with support planning processes both in education and within the wider Prison.

(ii) Inclusive quality first teaching in all lessons which recognises and adjusts for the various levels of need that will be in a classroom.

(iii) Ensuring that all Staff understand and demonstrate good practice in supporting additional needs and can access further advice on evidence-based support where required.

(iv) A clear process for developing accessible, good quality and evidence-based Education Support Plans for those participating in education who have been identified as having additional needs.

(c) Delivery of the support and adjustments specified in Education Support Plans, which ensure that all Prisoners can participate fully in their course.

(d) Any support and interventions outside the classroom for Prisoners with additional needs where required, to help them to develop skills and grow their ability to access learning and skills independently.

(e) Delivery of support within skills and work more broadly when specifically agreed in discussion with relevant Prison staff, such as the Head of Education, Skills and Work, the Neurodiversity Support Manager and the Learning and Skills Manager.

(f) Responsibility for ensuring that information regarding additional needs and support required is shared with both internal and external relevant stakeholders.

(g) Agreeing the budget for additional needs support based on the needs of the population as defined locally in the ADP and accounting for how this is spent.

12.4 Supporting Additional Learning Needs - Operational Requirements

(a) In delivery of ALN support, the Contractor will need to comply with Additional Learning Needs KPI 7 (parts a and b), in accordance with Schedule 14 (*Key Performance Indicators*).

(b) To effectively support ALN, the Contractor will be required to, as part of curriculum delivery, ensure the following:

(i) Inclusive quality first teaching;

(ii) Making reasonable adjustments to environment where teaching and learning takes place.

(c) Inclusive Quality First Teaching

(i) The Contractor must ensure that inclusive 'quality first' teaching for all Prisoners regardless of need is a standard expectation for Prisoners in all lessons.

(ii) Quality first teaching includes a range of good practice including the process of breaking down teaching into manageable activities, differentiation of teaching and learning, using multi-sensory techniques, and ongoing formative assessment, which the Authority considers to be normal expectations of good quality teaching and high-quality education provision.

(iii) Contractors must ensure they promote neurodiversity supportive practice in all aspects of teaching and learning, including a strength-based approach to supporting all Prisoners and proactively making accessible resources available in case they are needed, for example easy-read versions of key information being made available and use of dyslexia friendly fonts.

(d) Reasonable Adjustments to Provision

(i) Following additional needs screening and assessment processes, all Prisoners will be provided with some suggested reasonable adjustments that are relevant to supporting their additional needs

within the Prison which the Contractor must ensure are shared with the wider Prison using the agreed digital platform.

(ii) For those Prisoners with additional needs that engage in education, the Contractor must ensure that they are making required adjustments to their provision to ensure that Prisoners with additional needs are not disadvantaged and are able to access and engage fully in learning. This includes adjustments to teaching and learning strategies, adjustments to the environment or providing Assets and resources to support need, including but not exhaustive to materials produced on coloured background, overlays, larger font sizes, diagrammatic materials, reader pens and assistive technology.

(iii) The Contractor must ensure that access arrangements have been assessed for and arranged for all assessments where appropriate for example additional time or alternative methods of assessment.

(iv) The Contractor must ensure that they are being flexible in terms of where teaching and learning is delivered for Prisoners with a significant and long-term need/disability which impacts their ability to attend education as other Prisoners would. For example, the Authority would consider changing the location of support being delivered for a Prisoner with a disability who because of that disability cannot access the education block to be a reasonable adjustment in most circumstances, and the Contractor shall adapt to meet this Prisoner's needs.

(e) To effectively support ALN, the Contractor will be required to, as part of the Annual Commissioning Process and ADP, ensure the following:

(i) Availability of additional learning support;

(ii) Working collaboratively with the Prison to manage the ALN need within the Prison to support Prisoners with additional needs.

(f) These requirements are broken down in more detail below.

(g) Availability of Additional Learning Needs Support

(i) While most Prisoners will be able to have their needs met through adjustments to materials and teaching methods, some Prisoners will not be able to access learning without significant support and

may require someone to support them to help them to access learning.

(ii) In some cases, this will require facilitating provision of Learning Needs Support Practitioners or equivalent to ensure that someone with additional needs can fully participate in learning, this could include for example pre-teaching of key concepts or acting as a scribe for written tasks. Some support could also be delivered by appropriately trained peer mentor support.

(iii) The Contractor must ensure that there is sufficient availability of staffing and resources to facilitate or deliver this support for their education provision according to the locally defined needs of the Prison (as defined through the Annual Commissioning Process and ADP). The Contractor shall specify learning support required for an individual Prisoner in the Education Support Plan.

(iv) The Contractor, with the Authority, must incorporate Learning Needs Support Practitioner Hours (excluding initial screening and normal inclusive first teaching and reasonable adjustment hours/costs) into the ADP (in accordance with Schedule 3 (*Charges*) and Schedule 12 (*Contract Management and Monitoring*)) to ensure that there is sufficient support to enable Prisoners with additional needs to access education.

(h) Working collaboratively with the Prison to manage the ALN need within the Prison to support Prisoners with additional needs:

(i) The Contractor must work with the Authority, through the Annual Commissioning Process, to agree an appropriate level of Learning Needs Support Practitioner need, as described in Paragraph (d) of Part 2 (*The Services*) of this Schedule 2. This might include, for example, an agreed amount of Learning Needs Support Practitioner hours to provide flexible support across education, skills and work or learning interventions, funding allocated for purchasing of assistive equipment such as overlays and some budget for further specialist advice or assessments.

(ii) The Contractor must be flexible to the ALN of Prisoners, this may mean there are peaks and troughs in the level of support required, the hours dedicated to ALN should therefore flex as appropriate. Also, where agreed as appropriate or where Learning Needs

Support Practitioner Hours are not being used for those in education, the Contractor shall respond to any Authority requests to use the Learning Needs Support Practitioner Hours to provide support to those Prisoners with ALN that are working across skills and work areas in the Prison, such as in Industry Workshops.

(iii) Decisions around allocations of support should be made collaboratively between the Contractor and relevant Prison staff, such as the Head of Education, Skills and Work and the Neurodiversity Support Manager; and should consider the needs of the Prison and its Prisoners, and the needs of the curriculum. ALN should be discussed at every Annual Delivery Plan Planning Board in accordance with Schedule 13 (*Governance*).

(iv) The Contractor must ensure that the Authority has easy access to information on the level of need within education, how funding to support additional needs is being utilised and evidence of the impact of that support.

(v) In a minority of cases the needs of a Prisoner may be so complex that they cannot be met within the allocated Learning Needs Support Practitioner Hours. The Contractor must ensure that in these exceptional cases any requests to meet the ALN need are made to the Authority, providing clear evidence, reasoning, and justification for the change to the relevant Annual Delivery Budget(s) (either as an increase or adjustment to allocation of the budget) as well as any costs associated with the request. There is no guarantee that any or all requests will be agreed by the Authority.

(i) To effectively support ALN, the Contractor will be required to, as part of its Key Personnel requirements, ensure the following:

(i) Access to appropriate specialism and quality assurance to ensure good evidence-based practice.

(j) This requirement is broken down in more detail below.

(k) Access to appropriate specialism and quality assurance

(i) The Contractor is responsible for ensuring that the quality of the additional needs provision that they provide is overseen by a

named person who is a suitably qualified/experienced professional such as a Special Educational Needs Coordinator ("**SENCO**") or experienced inclusion manager, with a good understanding of supporting additional needs in educational settings for advice and support. The Contractor shall ensure:

(A) There is at least one SENCO or equivalent per this Contract, in accordance with Schedule 15 (*Key Personnel*) and shall provide a sufficient level of oversight as well as advice and guidance to Prison staff and Staff as required. This named person shall be responsible for overseeing quality assurance of additional needs planning and support and ensuring that processes around identifying and supporting needs are effective and efficient and that information is shared as agreed.

(B) The contact details for the named person responsible for additional needs provision in that Prison on behalf of the Contractor shall be made available to both education and relevant Prison staff.

(ii) The Contractor shall ensure that they are also proactive in both utilising existing specialism within the Prison such as the Neurodiversity Support Manager and health care services, where applicable, and in facilitating access to further specialist services, where this is agreed with the Prison/Authority.

(iii) In recommending or setting the Learning Needs Support Practitioner Hours within the ADP, the Contractor, Governor, and Authority's Representative should consider the requirement for further assessment or advice that may be required by those with the most complex and/or acute needs.

(l) To effectively support ALN, the Contractor will be required to, as part of its provision of Learning Needs Support Practitioners, ensure the following:

(i) Development and delivery of good quality Education Support Plans;

(m) This requirement is broken down in more detail below.

(n) Individual Education Support Plans

(i) Following screening and assessment processes all Prisoners where a need is identified will have some suggested adjustments recorded and shared with the wider Prison.

(ii) For those Prisoners who enrol in education and have been identified as requiring support, there is an expectation that an individual Education Support Plan is developed which specifies any adjustments or support that they need to enable them to fully participate in their course.

(iii) The Education Support Plan must be completed within five (5) Working Days of the Prisoner enrolling on a course. This must be agreed and shared with the Prisoner and clearly recorded in the Authority's ICT System.

(iv) Contractors are responsible for ensuring that Education Support Plans are of a good quality and are available to all Prison staff through the Authority's ICT System.

(v) Contractors must ensure Education Support Plans are updated as needed when the Prisoner starts a new course or, as a minimum, every three (3) Months.

(o) Developing Education Support Plans

(i) All sections of the Education Support Plan template must be completed.

(ii) Education Support Plans must be developed through a clearly defined support planning process with the Prisoner at the centre, the Education Support Plans must be finalised in agreement with the Prisoner who is receiving the support.

(iii) Where appropriate the Contractor shall develop Education Support Plans in discussion with relevant specialist Prison staff and Staff such as key workers, the Neurodiversity Support Manager and relevant healthcare staff.

(iv) The Contractor must ensure that Education Support Plans are developed using a 'graduated approach' to support based on the 'waves of intervention' model and ensure that support is as effective and efficient as possible.

(v) Education Support Plans must be planned and implemented using a cycle of plan-do-review with the Prisoner's involvement and arrangements made to review it regularly (see 'Reviewing and improving additional needs support' below).

(vi) The Contractor shall also work collaboratively with relevant Prison staff where required to help to facilitate consistency of support. For example, when following the support planning process if the Prisoner will likely require support in other aspects of the Prison this information must be shared with relevant Prison staff such as the Neurodiversity support manager. The Contractor shall record steps taken to ensure this is recorded on the Education Support Plans.

(vii) The completed Education Support Plans must be shared on the Authority's ICT System within five (5) Working Days of enrolment onto an education course and shared with all relevant Staff and Prison staff.

(viii) The Contractor must ensure that clear quality assurance processes for Education Support Plans are in place, based on guidelines provided by the Authority, and that each Education Support Plan is signed off by an appropriately trained member of Staff to confirm that the above requirements have been met.

(p) Content of Education Support Plans

(i) The Contractor shall ensure individual additional needs Education Support Plans will:

(A) Specify the Prisoner's additional needs as identified by self-declaration, any needs identifier tool in use in the Prison or the results and reports from other assessments.

(B) Be led by the Prisoner's aspirations and views on how they are best supported to achieve them.

(C) Be aimed at promoting independence and supporting Prisoners to make substantial progress and achieve meaningful outcomes that support their personal learning plan.

(D) Highlight any strengths that the Prisoner might have and how these can also be built on to support progress and help them to overcome barriers.

(E) Describe what adjustments are required to teaching and learning to support their needs - including but not limited to modified forms of assessment, delivery of teaching and learning and appropriate modifications to curriculum or dispensation from awarding bodies for specific needs.

(F) Detail required resources or adapted resources including changes to the environment or Assets. Examples might include a desk at the front of class or near the door, materials produced on coloured background, overlays, specific font sizes, diagrammatic materials, tech-readers, and assistive technology.

(G) Where applicable, specify any additional support required from Learning Needs Support Practitioners (or equivalent). This could either be on a one to one or small group basis, dependent on the needs of the Prisoner and the course.

(H) Identify any specific knowledge or training those Prison staff or Staff working with the Prisoner may require (e.g., British Sign Language or Autism training).

(I) Specify any more specialist assessments or support (e.g., Therapy or specialist teaching) if relevant.

(J) Highlight where there is a need for access arrangements in exams, or where an assessment has not yet taken place where an assessment for access arrangements will be required.

(q) In those cases where the Prisoner attended education prior to sentencing or has previously attended education in a prison, the Contractor must ensure that they make reasonable endeavours to obtain any Education Support Plans in place (in most cases this will be available on the Authority's ICT System) and where available this must be used to inform support provided.

(r) If an EHCP was in place in the community, the Contractor must make reasonable endeavours both obtain a copy of the plan from the relevant Local Authority and where possible provide the support outlined.

(s) Making Education Support Plans widely available

(i) The Contractor must ensure that:

(A) individual Education Support Plans are recorded on the Authority's ICT System as specified by the Authority.

(B) An accessible copy of the Education Support Plan is available to the Prisoner.

(C) Education Support Plans are recognised as containing sensitive information and shared in line with relevant Data Protection Legislation as well as local level information security arrangements and sharing agreements.

(D) All Staff who work with a Prisoner are aware of their Education Support Plans and any adjustments or support that may be required.

(t) Reviewing and improving additional needs Education Support Plans

(u) The Contractor must:

(i) Review Education Support Plans at least every three (3) months to ensure that they continue to be as effective and efficient as possible and shall record this as well as any changes on the Authority's ICT System.

(ii) If a Prisoner transfers to a new course which requires a change of support, then the Education Support Plan must be reviewed early to ensure any changes are made within five (5) Working Days of enrolment on the new course.

(iii) If a Prisoner is transferred to a new Prison with an existing Education Support Plan from a previous Prison, then a review of that existing Education Support Plan must be held within five (5) Working Days of their enrolment on a new course.

(iv) Ensure that the Prisoner is involved in the review process and is central to discussions around the effectiveness of their support and any changes that are needed to support progress and increase independence.

(v) Use the guidance and template for conducting a review provided by the Authority as a basis for their review process.

(vi) Facilitate access to further advice and support where a student may not be progressing because of a learning need, this might include a discussion with the Prisons allocated SENCO, any specialist staff within the Prison or in some cases request further professional advice.

(vii) Where a Prisoner has an open EHCP the Contractor must work collaboratively with the Neurodiversity Support Manager and Learning and Skills Manager to help ensure that the Local Authority annual review processes are completed in line with the requirements in the "Special educational needs and disability code of practice: 0 to 25 years".

(v) To effectively support ALN, the Contractor will be required to, as part of its provision of administrative requirements, ensure the following:

(i) Effective sharing of information in preparation for release or transfer.

(w) This requirement is broken down in more detail below.

(x) Effective sharing information in preparation for transfer or release.

(y) The Contractor must support seamless transfer of information between establishments by:

(i) Supporting the processes involved in preparing a Prisoner for release where appropriate, for example working collaboratively with key stakeholders such as the Neurodiversity Support Manager and sharing information about the Prisoner's support needs both within the Prison and in the community where appropriate and relevant to supporting a successful release from custody.

(ii) Ensuring that any information regarding support to participate in education on release is recorded digitally and is clearly outlined on

digital platforms and Resettlement Passports in line with Authority processes.

(iii) Being collaborative and flexible in decision-making regarding funding of additional needs.

13 EQUALITIES

13.1 Equalities - Purpose

(a) The Prison population is a diverse cohort with a range of needs.

(b) The Contractor shall hold diversity in high regard, championing all aspects of equality and affording Prisoners from all demographics the opportunity to access services and make progress.

13.2 Equalities - Outcome

(a) The Contractor will ensure that an equality focused service enables Prisoners to:

(i) Feel respected and always treated with decency by Staff.

(ii) participate in, and contribute fully to, services being delivered.

(iii) Achieve their learning goals. No Prisoner should be disadvantaged because of their protected characteristic(s).

(iv) Be treated fairly, including by compliance with the three limbs of the Public Sector Equality Duty as outlined in the Equality Act 2010.

13.3 Equalities - Service Elements in Scope

(a) The Contractor will be responsible for the following services in relation to equal opportunity:

(i) The delivery of a curriculum that can be accessed by Prisoners of all demographics and protected characteristics.

(ii) The provision of internal communications that can be accessed by Prisoners of all demographics and protected characteristics.

(iii) Reasonable adjustments to the delivery of provision to ensure inclusivity where required. There may be instances where a Prisoner is restricted from accessing some elements of the curriculum (for example, disability or security concerns). The Contractor must agree alternative arrangements with the Prisoner where reasonable and appropriate.

13.4 Equalities - Service Elements out of Scope

(a) The following services are excluded from the scope of equalities:

(i) Advice in relation to managing health conditions, which is the authority of Prison health services. The Contractor will, however, be required to take individual need into account when delivering learning and associated materials.

13.5 Equalities - Operational Requirements

(a) To deliver effective services, the Contractor will be required to:

(i) Adhere to the Equality Act 2010

(A) The Contractor will uphold the statutory duties under the Equality Act 2010.

(B) The Contractor will comply with the three limbs of the Public Sector Equality Duty under section 149 of the Equality Act 2010 including by ensuring that it fulfils its obligations under this contract in a way that seeks to eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and advances equality of opportunity and good relations between those with a protected characteristic and those who do not share it.

(C) The Contractor will keep under review the reasonable adjustments they make under the Act and to be able to demonstrate that they have removed all relevant barriers for Staff and Prisoners that they can.

(D) This includes not disadvantaging any Prisoner due to any protected characteristics and applying the absolute best continual improvement practice with respect to equality, diversity, and inclusion principles, such as:

i) Recruiting Staff from a range of backgrounds, and ensuring they are trained in equality, diversity, and inclusion with appropriate CPD provided.

ii) Collecting and acting on feedback from a diverse group of Prisoners when, for example, evaluating teaching and learning.

iii) Ensuring teaching and learning resources are fully inclusive. This will include embracing opportunities to challenge outdated, unhelpful common stereotyping in the world of work and promoting the principle that, in general, everyone has the potential to progress in learning and enter the world of work in the future, irrespective of any protected characteristics set out in Equality Act 2010, including for example, age, ethnicity, gender, sexuality, disability; or their previous background prior to custody.

(b) Equality, Diversity, and Inclusion Plan

(i) The Contractor must develop and maintain an equality, diversity and inclusion plan that includes details of:

(A) Best practice taking place within the Lot;

(B) Best practice taking place across other PES Lots;

(C) Best practice from the community that could be emulated within a Prison setting;

(D) Any groups identified as being disadvantaged by the Contractor and how;

(E) Any recommendations made by the Authority;

(F) Any recommendations made by Ofsted or HM Inspectorate of Prisons during inspection of a Prison in the Lot;

(G) An action plan to incorporate any best practice into the delivery of the Services, overcome any identified disadvantages, and to address any recommendations made, as set out at 13.5.1 (b) (i) (A)-(F) in this list,

(the **Equality, Diversity and Inclusion Plan**).

(c) Adapt delivery

(i) The Contractor will deliver services within the wider Prison where required if Prisoners are unable to access the part of the Prison where services are situated due to a disability, physical needs, neurodiversity, or mental health needs. The Contractor shall set out how they will adapt delivery to meet Prisoner need.

(ii) The Contractor shall pro-actively consider any barriers that may prevent those from protected groups from being able to access their provision and implement adjustments that may be needed for Prisoners to access educational services, for example ensuring promotional materials are in plain language, available in easy-read and as accessible as possible.

(d) Record equalities data

(i) The Contractor will provide data that sets out which groups of Prisoners, including those with protected characteristics and those from a range of diverse backgrounds, are accessing the Services the Contractor is providing, to demonstrate no groups are being disadvantaged. Where the Contractor identifies that one group is being disadvantaged, it must set this out in its Equality, Diversity, and Inclusion Plan.

Appendix A - CPD and Training Principles and Expectations

1 PRINCIPLES FOR CPD AND TRAINING

The Contractor CPD and training programme must:

- Focus on improving and evaluating Prisoner outcomes;
- Be underpinned by robust evidence and expertise;
- Be high quality and have gone through an assurance process, for example accredited training;
- Utilise the self-assessment and quality assurance process to tailor CPD to Staff needs;
- Include collaboration and expert challenge;
- Be sustained over time and relevant to the Prison curriculum; and
- Be prioritised by Contractor leadership.

2 CPD AND TRAINING EXPECTATIONS[3]

The Contractor shall put in place policies, opportunities and processes that enable:

- CPD that aligns with the CPD principles outlined above;
- All full-time teachers to complete a minimum of 30 hours high quality CPD per year, ensuring the CPD is most impactful in developing teachers' practice;
- All part time teachers to complete a pro-rata equivalent of 30 hours high-quality CPD per year;
- A record of CPD to be maintained and CPD to be monitored through an appraisal process;

[3] Content adapted from 'Standard for teachers' professional development' (2016) © Department for Education, 2016. This guidance is licensed under the Open Government Licence 3.0.

- Engagement with CPD to be monitored and individual record kept;
- CPD to be specific to the employee's individual needs and needs of their Prisoners;
- Annual opportunities shall be considered for peer coaching, team teaching, shadowing, and mentoring;
- CPD to have a robust evaluation process, ensuring quality of CPD and impact is measured;
- CPD plans to be informed by evaluation data by identifying and implementing, relevant continuous improvement activity to ensure training and CPD continues to be of a high-quality; and
- Plan to outline quality CPD opportunities, with clear outcomes and a plan that targets the needs of the workforce.

At a minimum, the Contractor must deliver a CPD programme that includes the minimum CPD requirements below in addition to ensuring that Staff are able to attend mandatory training delivered by the Prison. However, the Contractor shall consider a range of other CPD throughout the contract period that meets the need of Staff and the Prisoners.

CPD Type (expected frequency)	**Minimum CPD[4]**
All roles (Annually)	1 Safeguarding; 2 Prevent (or any future equivalent); 3 General Data Protection Regulation (or any future equivalent); 4 Equality, Diversity, and Inclusion; 5 Cybersecurity; and 6 All other mandatory training as reasonably required by the Authority or provided by the Prison.

[4] To be delivered by the Contractor unless delivered by the Prison

Role specific (as needed to ensure skills are up to date)	1 Teaching roles: (a) Sufficient curriculum/subject specific training (such as time out in industry, Adult-centric Phonics for teaching or tutoring roles); (b) Teaching and Learning; (c) Assessment and monitoring progress; (d) Climate for learning; (e) Evidence based pedagogy; and (f) Staff peer review including shadowing, quality monitoring and moderation exercises. 2 All Prisoner-facing roles: (a) Role-specific Quality CPD for Professional and Personal Development and for Behaviour and Attitudes; (b) Awareness of Ofsted and the EIF (or any future equivalent); (c) Awareness of trauma-informed practice and the challenges faced by those with care experience; (d) Awareness of a range of additional needs and how best to support these within the educational setting, to include needs relating to: (i) Communication, language, and interaction; (ii) Cognition and learning; (iii) Social, emotional, and mental health difficulties; and (iv) Sensory and/or physical needs. 3 Screening, assessment, and additional needs Staff:

		(a) Training and ongoing guidance on the use of the HMPPS procured Functional Skills assessment and Additional Learning Needs Identification tools (to be provided by both the tool supplier and the Authority; to be included in Staff and Prison staff inductions).
	4	All roles (a) Authority's ICT System, as relevant to role, including those specified by the Prison; and (b) All other mandatory training as reasonably required by the Authority or provided by the Prison.
Prison Specific[5] (As needed to ensure skills are up to date as determined by the Contractor or at the request of the Prison)	1	Working in a Prison;
	2	Security;
	3	General Intelligence Systems and reporting procedures;
	4	Fire Safety;
	5	Health and Safety;
	6	Mental Health; and
	7	All other mandatory training as reasonably required by the Authority or provided by the Prison.

[5] To be delivered by the Contractor unless delivered by the Prison

Appendix B – Mandatory Guidelines

1 The Contractor will comply with all Mandatory Guidelines as set out below, and as replaced from time to time.

2 All Legislation, including:

- Data Protection Act 2018; and
- Equality Act 2010.

3 All Policy Frameworks (PFs) including those available online here: https://www.gov.uk/government/collections/prison-probation-policy-frameworks

4 Some key PFs include:

- Equality Analysis Policy Framework;
- Counter Corruption and Reporting Wrongdoing Policy Framework
- Searching Policy Framework; and
- Information Security Policy Framework.

5 All Prison Service Orders (PSOs), including those available here: https://www.gov.uk/guidance/prison-service-orders-psos

6 Some key PSOs include:

- PSO 4460 Paying Prisoners for work and other activities.

7 All Prison Service Instructions (PSIs), including those currently available here: https://www.gov.uk/guidance/prison-service-instructions-psis

8 Some key PSIs include:

- PSI 02/2015 Prison Library Service;
- PSI 02/2016 Health and safety arrangements for the management of accident reporting, recording and investigation;
- PSI 03/2012 Activity Allocation;

- PSI 04/2012 Enablers of Health, Library Education and Jobcentre Plus Services in Prisons;
- PSI 06/2012 Prisoner Employment, Training and Skills;
- PSI 06/2015 Policy Organisation and Summary Arrangements for the Management of Health and Safety;
- PSI 07/2014 Security Vetting;
- PSI 09/2014 Incident Management;
- PSI 10/2012 Conveyance and Possession of Prohibitive Items and Other Related Offences;
- PSI 11/2011 Incentives and Earned Privileges;
- PSI 11/2012 Incident Reporting System;
- PSI 11/2015 Fire Safety in Prison Establishments;
- PSI 12/2014 Government Security Classification Policy;
- PSI 16/2012 Information Risk Management Policy;
- PSI 22/2012 Intelligence Regulation of Investigatory Powers Act: Covert Surveillance;
- PSI 24/2014 Information Assurance Policy;
- PSI 25/2014 IT Security Policy;
- PSI 27/2014 Security vetting: additional risk criteria for ex-offenders;
- PSI 29/2015 First Aid;
- PSI 30/2013 Incentives and Earned Privileges;
- PSI 32/2011 Ensuring Equality;
- PSI 32/2012 Open University, Higher Education and Distance Learning Courses;

- PSI 36/2015 Health and Safety Workplace Inspection;
- PSI 38/2010 Activities in Prisons;
- PSI 42/2010 Health and Safety Policy Statement;
- PSI 49/2011 – Prisoner Communication Services;
- PSI 55/2011 Security Management Function – Management and Security of Keys and Locks;
- PSI 64/2011 – Safer Custody: Management of Prisoners at Risk of Harm to Self, to Others and from Others;
- PSI 04/2018 Records, Information Management and Retention Policy (for the avoidance of doubt, Prisoner information would count as part of the "offender record" and contractual performance information would count as a "corporate record");
- PSI 73/2011 Prison P-NOMIS; and
- PSI 74/2011 Early Days in Custody.

9 Any other guidance as reasonably directed by the Authority, including:

- HMPPS Equality Scheme 2018 - 2020;
- Information Security and ISO/IEC 27001:2022;
- Cyber Security Guidelines;
- BS 7858 (Best practice when screening security personnel);
- BS 8555 (helps organisations improve their environmental performance);
- Local Security Strategies set by individual Governors for their Prisons in compliance with the National Security Framework, as set out in Authority Policies; and
- Positive Practice Positive Outcomes: A Handbook for Professionals in the Criminal Justice System working with Offenders with Learning Disabilities.

10 Where Mandatory Guidelines (other than Change in Law which shall be treated in accordance with Clause I10 (*Change in Law*) are published after contract signature date, and this significantly affects delivery of the Services and the Contractor incurs additional costs, the Contractor may trigger change protocols as set out in Schedule 4 (*Change Control Procedure*).

Appendix C – Digital Assets Lists

[Note to Bidders: List on Jaggaer; may be updated prior to contract signature]

SCHEDULE 3 – CHARGES

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	27 October 2023
V3.0	8 December 2023
V4.0	13 January 2025
V5.0	20 February 2025
V6.0	8 May 2025
V7.0	19 June 2025
V8.0	19 June 2025

1 DEFINITIONS

1.1 In this Schedule 3, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"**Aggregate Annual Delivery Budget**"	means for: a) Contract Year 1 starting on 1 October 2025, the aggregate value of the Annual Delivery Budgets for all Prisons for Contract Year 1; and b) a Contract Year, the aggregate value of the Annual Delivery Budgets for all Prisons for that Contract Year;
"Annex"	means the annex to this Schedule 3;
"**Annual Delivery Budget**"	for: a) Contract Year 1 starting on 1 October 2025, means in respect of a Prison, the budget included in the agreed Annual Delivery Plan relating to that Prison for Contract Year 1; and b) a Contract Year, means in respect of a Prison, the budget included in the agreed Annual Delivery Plan relating to that Prison for that Contract Year;
"**Base Indirect Cost of Education Delivery Annual Charge**"	means the aggregate annual charge set out in cell D47 Total in Table B: Indirect Cost of Education Delivery Annual Charge in the C.Unit Prices (inc Profit) tab of the Financial Response Template[1] as at the Base Date, subject to rebasing under Paragraph 9.1;
"Base Learner Delivery Hour Rate"	means the relevant rate attributed to each delivered Learner Delivery Hour set out in column I of Table A: Learner Delivery Hour Rate in the C. Unit Prices (inc Profit) tab of the Financial Response Template as at the Base Date, subject to rebasing under Paragraph 9.1;

[1]**Note to Bidders** – the Authority may determine it is simpler to extract relevant financial information from the successful FRT into a separate pricing model which is dynamic for the life of this contract (amended to reflect adjustment to 1 April 2026 (where relevant) indexation, Changes etc per this Contract) (rather than to update the FRT during the life of the Contract). This will be confirmed at preferred bidder stage and relevant drafting changes made (principally by changing relevant references to the FRT)

"Base Libraries Annual Charge"	means for each relevant Prison the annual charge set out in column H of Table C: Libraries Annual Charge in the C.Unit Prices (inc Profit) tab of the Financial Response Template as at the Base Date, subject to rebasing under Paragraph 9.1;
"Base Date"	means 1 October 2025;
"**Baseline Payment**"	means the baseline amount in respect of a Service Month which is calculated in accordance with Paragraph 3 below;
"**Charges**"	means the aggregate of the Service Payment and the Withheld Performance Incentive Payment;
"Common Awarding Organisations"	has the meaning given in Schedule 23 (*Accessed Contracts*);
"Costs subject to CPI"	means those costs in cells in the C.Unit Prices (inc Profit) tab of the Financial Response Template which correspond with costs in cells marked "CPI" in the OI.Unit Prices (Indexation) tab of the Financial Response Template;
"Financial Response Template"	means the financial response template included within the Tender[2];
"HMPPS Dependency"	means a Prison being in a state of unplanned full or partial (i) Lockdown or (ii) Standstill;
"**Indirect Cost of Education Delivery Annual Charge**"	means: a) in Contract Year 1 starting on 1 October 2025, the Base Indirect Cost of Education Delivery Annual Charge; and b) in subsequent Contract Years, the Indirect Cost of Education Delivery Annual Charge as calculated in accordance with Paragraph 9 (*Initial Rebasing and Indexation*);
"Indirect Cost of Education Delivery Payment"	means the relevant amount calculated in accordance with Paragraph 6 below;

[2] **Note to Bidders:** the FRT which relates to the selected Option (A or B) will be incorporated.

"**Learner Delivery Hour**"	means an hour of delivery of a Service to a user or group of users of that Service corresponding to a subject category in Table A: Learner Delivery Hour Rate in the C.Unit Prices (inc Profit) tab of the Financial Response Template (such hour to be adjusted pro rata in respect of any part hour), which will specifically include but without double counting: a) in relation to delivery on educational, digital skills, life skills and vocational skills subjects, means each hour of delivery directly to a Service user or group of users which meets the requirements of Schedule 2 (*Specification*) including the provision of inclusive quality first teaching and where lessons recognise and adjust to different levels of need of Service users within the Learning Environment including those with additional needs; b) in relation to, distance learning and higher education support, means each hour of delivery directly to a Service user or group of users in accordance with Paragraph 2.17, of Part 2 of Schedule 2 (*Specification*); c) in relation to screening and assessment, means each hour where the Contractor undertakes the screening and assessment of eligible prisoners in accordance with Paragraph 11 of Part 2 of Schedule 2 (*Specification*); and d) in relation to Learning Needs Support Practitioner, means learning support assistants going into Learning Environments or workshops or providing individualised support to help those with additional needs (in addition to the provision of inclusive quality first teaching where lessons recognise and adjust to different levels of need of Service users within the Learning Environment).
"**Learner Delivery Hour Rate**"	means: a) in Contract Year 1 starting on 1 October 2025, the relevant value attributed to each delivered Learner Delivery Hour set out in the Base

Learner Delivery Hour Rate (such value to be adjusted pro rata in respect of any part hours); and

b) in subsequent Contract Years, the relevant value attributed to each delivered Learner Delivery Hour as calculated in accordance with Paragraph 9 (*Initial Rebasing and Indexation*) (such value to be adjusted pro rata in respect of any part hours).

The Learner Delivery Hour Rate will be deemed to be inclusive of all costs relating to the Services requiring front line teaching, delivery of screening and assessment and delivery of additional learning needs including preparation and follow-up time, any materials and equipment (physical or virtual) related to delivery of the Learner Delivery Hour and the cost borne by the Contractor relating to Common Awarding Organisations as referred to in Schedule 23 (*Accessed Contracts*);

"Learner Delivery Hours Payment"	means the payment for all of the Prisons calculated under Paragraph 5;
"Learning Environment"	has the meaning given in Schedule 2 (*Specification*);
"Libraries Annual Charge" or **"LAC"**	means: a) in Contract Year 1 starting on 1 October 2025, the Base Libraries Annual Charge; and b) in subsequent Contract Years, the Libraries Annual Charge as calculated in accordance with Paragraph 9 (*Initial Rebasing and Indexation*);
"Libraries Payment"	means the payment for the relevant Prison(s) calculated under Paragraph 7;
"Mobilisation Payment"	the aggregate mobilisation payment set out in cell D79 Total in Table D: Mobilisation Payment in the C.Unit Prices (inc Profit) tab in the Financial

	Response Template payable in accordance with Paragraph 15.[3]
"Mobilisation Phase"	has the meaning given in Schedule 21 (*Mobilisation*);
"Monthly Retained Performance Incentive Amount"	has the meaning given in Paragraph 4.1;
"Non-Delivered Learner Delivery Hour"	any planned Learner Delivery Hour as set out in an Annual Delivery Plan which is subsequently not delivered due to a Non-Run (Educational), which shall include any pro-rated part hours, provided that where a Non-Delivered Learner Delivery Hour would be both a Non-Run (Educational) and a Non-Run (Operational), it will be deemed to be a Non-Run (Educational);
"Non-Run (Educational)"	means that any planned Learner Delivery Hour identified in an Annual Delivery Plan does not take place for any reason other than a Non-Run (Operational);
"Non-Run (Operational)"	means that any planned Learner Delivery Hour identified in an Annual Delivery Plan does not take place due to HMPPS Dependency provided that the Contractor has demonstrated that it has endeavoured to provide that Learner Delivery Hour on substitute occasion(s) within the same Quarter but has been unable to do so despite the use of its reasonable endeavours;
"Payable Proportion"	means, for each Prison and each Quarter, the relevant proportion calculated in accordance with Paragraph 3 of Schedule 14 (*Key Performance Indicators*);
"Payment Index (Relevant Staff)" and **"PIRS"**	means the index of Average Weekly Earnings EARN03 (K5BH) as published by the Office for National Statistics;

[3] **Note to Bidders:** the Mobilisation Payment is capped as per the FRT and bidders must not bid a Mobilisation Payment higher than that cap

"Payment Index (Other Costs)" and **"PIOC"**	means the Consumer Prices Index ("**CPI**") as published by the Office for National Statistics;
"Per Prison Withheld Performance Incentive Amount"	has the meaning given in Paragraph 8.2;
"Prison Percentage"	means, for each Prison in a Contract Year, the percentage which the Annual Delivery Budget for that Prison in that Contract Year is of the Aggregate Annual Delivery Budget for that Contract Year;
"Quarter"	means each of: a) The 3 month period from 1 January to 31 March (the **"January to March Quarter"**); b) The 3 month period from 1 April to 30 June (the **"April to June Quarter"**); c) The 3 month period from 1 July to 30 September (the "**July to September Quarter"**); and d) The 3 month period from 1 October to 31 December (the "**October to December Quarter"**);
"Quarter End Month"	each of March (in respect of the January to March Quarter), June (in respect of the April to June Quarter), September (in respect of the July to September Quarter) and December (in respect of the October to December Quarter);
"Quarterly Per Prison Retained Performance Incentive Amounts"	has the meaning given in Paragraph 8.1;
"Quarterly Retained Performance Incentive Amount"	means in respect of a Quarter, the sum of the Monthly Retained Performance Incentive Amounts (calculated at 10% of the Baseline Payment) for the Service Months in that Quarter. For the avoidance of doubt, the full 10% Monthly Retained Performance Incentive Amount shall apply throughout the Contract, including during any initial phased payment periods or shadow period, and any adjustments to timing of payments

	shall not alter the total value of the MRPIA used in Quarterly or performance-based calculations;
"Reconciled Baseline Payment"	means the sum calculated in accordance with Paragraph 11.2(i);
"Service Month"	each Month (or part of a Month at the start and end of the Term where applicable) during the Term when the Contractor provides Services (with the first Service Month of the Term commencing on 1 October2025);
"Service Payment"	the payment calculated in accordance with Paragraph 4;
"Staff Costs subject to AWE"	means those staff costs in cells in the C.Unit Prices (inc Profit) tab of the Financial Response Template which correspond with costs in cells marked "AWE" in the OI.Unit Prices (Indexation) tab of the Financial Response Template;
"Staff Costs to be Rebased"	means those staff costs in cells in the C.Unit Prices (inc Profit) tab of the Financial Response Template which correspond with costs in cells marked "TUPE" in the OI.Unit Prices ("**TUPE**") tab of the Financial Response Template;
"Total Reconciliation"	means the sum calculated in accordance with Paragraph 11.2(j);
"TUPE Derived Adjustment Rate"	means the rate by which relevant salaries have changed as calculated by the Authority using the methodology set out in the OI.TUPE tab of the Financial Response Template; and
"Withheld Performance Incentive Payment"	means the sum calculated in accordance with Paragraph 8 (*Withheld Performance Incentive Payment*).

2 CHARGES

2.1 The Charges shall be the only payment payable by the Authority in respect of the Services.

2.2 Subject to Paragraph 2.3, in a Service Month the Contractor will be entitled to be paid (in accordance with Paragraph 10) the following:

(a) the Service Payment payable in respect of that Service Month; plus

(b) where the Service Month is a Quarter End Month, the Withheld Performance Incentive Payment for that Quarter which has become due and payable under Paragraph 8 (*Withheld Performance Incentive Payment*) and which has not previously been paid.

2.3 The Parties acknowledge and agree that the Charges payable by the Authority in a Contract Year shall be capped at and may not exceed the Charges as set out in the Aggregate Annual Delivery Budget which relates to that Contract Year (the **Cap**). Unless otherwise agreed in writing by the Authority in its absolute discretion, the Authority shall not be obliged to pay any Charges in a Contract Year in excess of the Cap.

2.4 In Contract Year 1 starting on 1 October 2025 the Cap will be set at [REDACTED Section 43 of the FOIA: Commercial Interests] (*note: this Lot cap figure includes the addition of library services at HMP Erlestoke*). The detailed profile allocating these amounts to relevant Services and to each Prison will be recorded in the Annual Delivery Budgets and the Annual Delivery Plans developed for the Prisons during the Mobilisation Phase. The Contractor acknowledges and agrees that inclusion of the Cap will not be treated as creating or implying a commitment on the Authority to spend that or any other amount.

3 BASELINE PAYMENT

3.1 The Baseline Payment in respect of a Service Month shall be calculated as follows:

BP = LDHP + ICEDP + LP

Where:

BP	=	Baseline Payment;
LDHP	=	the Learner Delivery Hours Payment in respect of the Service Month as calculated in accordance with Paragraph 5;
ICEDP	=	the Indirect Cost of Education Delivery Payment in respect of the Service Month as calculated in accordance with Paragraph 6;

LP	=	Libraries Payment (if any) in respect of library services in the Service Month calculated in accordance with Paragraph 7.

4 SERVICE PAYMENT

4.1 The Service Payment due and payable in respect of a Service Month shall be equal to 90% of the Baseline Payment calculated in respect of that Service Month. The remaining 10% in a Contract Month is referred to as the "Monthly Retained Performance Incentive Amount ("**MRPIA**")". For the first twelve (12) months following the Service Commencement Date, 95% of the Baseline Payment calculated in respect of that Service Month. The remaining 5% in a Contract Month is referred to as the "Monthly Retained Performance Incentive Amount ("MRPIA")".

5 LEARNER DELIVERY HOURS PAYMENT

5.1 The Learner Delivery Hours Payment for a Service Month shall be calculated by multiplying the number of Learner Delivery Hours in respect of that Contract Year in all of the Annual Delivery Plans for that Contract Year by the applicable Learner Delivery Hour Rate and then dividing that amount by 12. For reconciliation purposes, it is recognised that, notwithstanding the first Annual Delivery Plan spans an eighteen (18) month period, covering Contract Year 1 and the second Contract Year, and the final Annual Delivery Plan may also cover a partial calendar year, this shall be:

(a) For Contract Year 1: Learner Delivery Hours for Contract Year 1 / 6; and

(b) For the second Contract Year, Learner Delivery Hours for the second Contract Year / 12.

(c) For the final Contract Year, Learner Delivery Hours for the final Contract Year / number of months in the final Contract Year.

5.2 The Contractor acknowledges that using Learner Delivery Hours on a flat monthly profile in accordance with Paragraph 5.1 is for administrative convenience only. The Learner Delivery Hours Payment shall be reconciled and adjusted on a regular basis following the process set out in Paragraph 11, to reflect Learner Delivery Hours the Contractor has actually delivered. Any overpayment made by the Authority to the Contractor shall be repaid by the Contractor in accordance with Paragraph 11.

5.3 In allocating Learner Delivery Hours into the relevant subject category in column A (Subject Category) of Table A in the C.Unit Prices (inc Profit) tab in the Financial Response Template, the Contractor will have regard to:

(a) firstly the descriptions in column C of the OI.Learner Delivery Hours tab of the Financial Response Template; and

(b) thereafter as might be necessary for further clarification the following general resources Learning aim reference service (LARS) - GOV.UK (www.gov.uk) and Find a learning aim (submit-learner-data.service.gov.uk) and by way of example for a barista course Award in Barista Skills (submit-learner-data.service.gov.uk) and for more generic categories Life-Skills (submit-learner-data.service.gov.uk).

6 INDIRECT COST OF EDUCATION DELIVERY PAYMENT

6.1 The Indirect Cost of Education Delivery Annual Charge (ICEDAC) in respect of a Contract Year shall be divided into a corresponding monthly amount such that the Indirect Cost of Education Delivery payment in a Service Month (ICEDP) shall be:

ICEDAC / 12

6.2 For reconciliation purposes, it is recognised that, notwithstanding the first Annual Delivery Plan spans an eighteen (18) month period, covering Contract Year 1 and the second Contract Year, and the final Annual Delivery Plan may also cover a partial calendar year, this shall be:

(a) For Contract Year 1: ICEDAC / 6;

(b) For the second Contract Year, ICEDAC / 12; and

(c) For the final Contract Year, ICEDAC / number of months in the final Contract Year.

7 LIBRARIES PAYMENT

7.1 The Libraries Annual Charge ("**LAC**") in respect of a Contract Year shall be divided into a corresponding monthly amount such that the Libraries Payment in a Service Month ("**LP**") shall be:

LAC / 12

7.2 For reconciliation purposes, it is recognised that, notwithstanding the first Annual Delivery Plan spans an eighteen (18) month period, covering

Contract Year 1 and the second Contract Year, and the final Annual Delivery Plan may also cover a partial calendar year, this shall be:

(a) For Contract Year 1: LAC / 6;

(b) For the second Contract Year, LAC / 12; and

(c) For the final Contract Year, LAC / number of months in the final Contract Year.

8 WITHHELD PERFORMANCE INCENTIVE PAYMENT

8.1 The Quarterly Retained Performance Incentive Amount will be allocated to each Prison by applying the relevant Prison Percentage to the Quarterly Retained Performance Incentive Amount (the **"**Quarterly per Prison Retained Performance Incentive Amounts ("**QPPRPIA**")).

8.2 Thereafter, for each Prison, the Authority will calculate the "Per Prison Withheld Performance Incentive Payment" ("**PPWPIP**")" (if any) due in respect of that Prison in that Quarter by applying the Payable Proportion for that Prison for that Quarter to the relevant Quarterly Per Prison Retained Performance Incentive Amount, once the Payable Proportion has been calculated in accordance with Schedule 14 (*Key Performance Indicators*).

8.3 The Withheld Performance Incentive Payment due and payable to the Contractor in respect of a Quarter will be the sum of the Per Prison Withheld Performance Incentive Payments (if any) for that Quarter.

9 INITIAL REBASING AND INDEXATION

9.1 As soon as possible following the Services Commencement Date, the Contractor will provide the Authority with open book and transparent data in a format requested by the Authority for the salaries, contract terms (whether salaried, on fixed or variable weekly hours and/or hourly paid) and their hours of work, at the date of transfer, of staff whose employment has transferred to the Contractor in connection with the Services by virtue of TUPE (or whose employment would have transferred to the Contractor had they not already been the Contractor's employees) sufficient for the Authority to calculate the TUPE Derived Adjustment Rate in accordance with the methodology in the OI.TUPE tab in the Financial Response Template. As soon as practicable thereafter the Staff Costs to be Rebased will be rebased to prices as at the Services Commencement Date by the Authority by applying the TUPE Derived Adjustment Rate to those costs. The Authority will at the same time give the Contractor reasonable detail of its calculation of the TUPE Derived Adjustment Rate, the recalculated Staff Costs to be Rebased and the consequential changes to the Base Learner Delivery Hour Rate, the Base

Indirect Cost of Education Delivery Annual Charge and the Base Libraries Annual Charge.

9.2 The Learner Delivery Hour Rate, the Indirect Cost of Education Delivery Annual Charge and the Libraries Annual Charge shall be calculated for each relevant Contract Year (Contract Year$_n$) in accordance with the provisions of this Paragraph 9 as detailed below:

(a) The prices identified in the C.Unit Prices (inc Profit) tab of the Financial Response Template, subject to updating the Staff Costs to be Rebased in accordance with Paragraph 9.1, will apply to Contract Year 1.

(b) The adjustments under the remainder of this Paragraph 9 will first take place on 1 April 2026 and then on 1 April in each subsequent Contract Year in the Term.

(c) The Authority will calculate:

The Staff Cost Indexation Factor ("**SCIF**") for Contract Year$_n$ using the following formula:

Redacted - Section 43 of the FOIA: Commercial Interests

where:

PIRS (Current) means PIRS for the January immediately preceding the start of Contract Year$_n$;

PIRS (Preceding) means PIRS for the January immediately preceding the start of Contract Year$_{n-1}$;

Provided that if SCIF is less than 0% it will be deemed to be 0% and if SCIF is higher than 5% it will be capped at 5% unless the Authority in its absolute discretion agrees to accept a higher percentage than 5%, provided that the Authority will not in any circumstances accept a percentage higher than the SCIF calculated under this Paragraph;

and

The Non-Staff Cost Indexation Factor ("**NSCIF**") for Contract Year$_n$ will be calculated using the following formula:

Redacted - Section 43 of the FOIA: Commercial Interests

where:

PIOC (Current) means PIOC for the February immediately preceding the start of Contract Year$_n$;

PIOC (Preceding) means PIOC for the February immediately preceding the start of Contract Year$_{n-1}$;

Provided that if NSCIF is less than 0% it will be deemed to be 0% and if NSCIF is higher than 5% it will be capped at 5% unless the Authority in its absolute discretion agrees to accept a higher percentage than 5%, provided that the Authority will not in any circumstances accept a percentage higher than the NSCIF calculated under this Paragraph.

9.3 Once the cost indexation calculations in Paragraph 9.2 have been completed, the Authority will provisionally:

(a) calculate the adjusted Staff Costs subject to AWE, subject to Paragraph 9.5, applying the SCIF to those elements for Contract Year$_{n-1}$;

(b) calculate the adjusted Costs subject to CPI to take into account movements in PIOC (minus 1%) by, subject to Paragraph 9.5, applying the NSCIF to the value of those elements for Contract Year$_{n-1}$; and

(c) use those adjusted cost elements and the Financial Response Template methodology to calculate the Learner Delivery Hour Rate, Indirect Cost of Education Delivery Annual Charge and Libraries Annual Charge for Contract Year$_n$.

9.4 The Authority and the Contractor have agreed that the Learner Delivery Hour Rate, Indirect Cost of Education Delivery Annual Charge and Libraries Annual Charge will individually not be reduced as a result of the indexation mechanism in Paragraph 9 from one Contract Year to the next. Therefore if the Learner Delivery Hour Rate, Indirect Cost of Education Delivery Annual Charge and/or Libraries Annual Charge following provisional recalculation under Paragraph 9.3 for Contract Year$_n$ would be lower than the equivalent amount for Contract Year$_{n-1}$, the Learner Delivery Hour Rate, Indirect Cost of Education Delivery Annual Charge and/or Libraries Annual Charge (as the case may be) from Contract Year$_{n-1}$ will instead be carried over into Contract Year$_n$.

9.5 Where, by operation of Paragraph 9.4, in Contract Year$_n$ any of the Learner Delivery Hour Rate, Indirect Cost of Education Delivery Annual Charge

and/or Libraries Annual Charge (as the case may be) from Contract Year$_{n-1}$ has been carried over into Contract Year$_n$, when the indexation provisions are applied in Contract Year$_{n+1}$, the values for the Learner Delivery Hour Rate, Indirect Cost of Education Delivery Annual Charge and/or Libraries Annual Charge (as the case may be) to which SCIF and NSCIF will be applied will be those calculated for Contract Year$_n$ under Paragraph 9.3 prior to and ignoring the operation of Paragraph 9.4.

9.6 [Without prejudice to (i) Paragraph 5A of Annex D1 and (ii) Paragraph 4A of Annex D2 of Part D of Schedule 17 (*TUPE, Employees and Pensions*)][4] except as set out in this Paragraph 9, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Contractor or Subcontractors of the performance of their obligations.

9.7 If PIRS and/or PIOC has not been published for the relevant month as required for this calculation then the last published value of the index available at the adjustment date shall be used.

9.8 Where PIRS and/or PIOC is no longer published, the Authority and the Contractor shall agree a fair and reasonable replacement that will have substantially the same effect.

9.9 The Contractor shall ensure that the whole of any adjustment made to Staff Costs subject to AWE in this Paragraph 9 is paid to the Contractor's front-line teaching and library staff by way of increase to the salaries of those frontline teaching and library staff. The chief financial officer of the Contractor (or other senior finance official agreed by the Authority) will be required to certify to the Authority that this requirement has been met by submitting an annual certificate to the Authority no later than 1 July in each Contract Year, starting on 1 July 2026. The Authority will be permitted access to the Contractor's books and records on prior written request to enable audit of compliance with this requirement. Without prejudice to any other remedies the Authority may have under this Contract, if the Contractor does not pay the whole of any such adjustment in this Paragraph 9 to the Contractor's front-line teaching and library staff by way of increase to the salaries of those frontline teaching and library staff, the Contractor will be obliged to repay any shortfall to the Authority together with interest (at the rate specified in Clause C1.13 *(Payment and VAT)* of this Contract) from the date that the adjustment was paid to the Contractor to the date the shortfall is repaid to the Authority.

[4] **Note to Bidders**: Relevant only to Option B

9.10 Recognising that the Initial Annual Delivery Plan spans an eighteen (18) month period, at the end of Contract Year 1 the Baseline Payment (and associated Learner Delivery Hours Payment, Indirect Cost of Education Delivery Payment and Libraries Payment (if any) shall be recalculated with any Learner Delivery Hour Rate, Indirect Cost of Education Delivery Annual Charge and/or Libraries Annual Charge revised under this Clause 9 to apply for the second Contract Year.

10 INVOICING AND PAYMENT

10.1 The Contractor shall issue invoices to the Authority monthly or (in respect of the Withheld Performance Incentive Payment) Quarterly (as relevant) in arrears. The Contractor shall submit its invoice to the Authority no earlier than 5 Working Days after the end of the Service Month or after the quarterly reconciliation (as relevant) to which it relates.

11 RECONCILIATION

11.1 Quarterly in arrears the Authority shall carry out the following process for reconciliation and submit it to the Contractor for review and comment. The period which will be the subject of a reconciliation will be the complete Quarter preceding the date of the reconciliation. An illustrative worked example for the reconciliation process set out below is included in the Annex. The Contractor shall provide all reasonable assistance to the Authority in its compilation of the Total Reconciliation below.

11.2 The Authority shall acting reasonably and diligently calculate the following, and following the calculation of the Total Reconciliation, shall notify the same to the Contractor:

(a) The total Service Payment invoiced by the Contractor during the relevant Quarter (the "Invoiced Service Payment ("**ISP**")");

(b) The total Withheld Performance Incentive Payment invoiced by the Contractor during the relevant Quarter (the "Invoiced Withheld Performance Incentive Payment ("**IWPIP**")");

(c) The "Invoiced Baseline Payment ("**IBP**")", being the aggregate of the Invoiced Service Payment and the Invoiced Withheld Performance Incentive Payment;

(d) The total number of Non-delivered Learner Delivery Hours for the relevant Quarter (the "**Total number of Non-delivered Learner Delivery Hours**");

(e) The total number of Learner Delivery Hours delivered by the Contractor during the relevant Quarter, being (i) the aggregate of the Learner Delivery Hours for the relevant Quarter in the Annual Delivery Plans for the relevant Quarter less (ii) the Total number of Non-delivered Learner Delivery Hours (the net sum being the "**Reconciled Learner Delivery Hours**");

(f) The Learner Delivery Hours Payment properly payable by the Authority in respect of the relevant Quarter calculated by multiplying the Reconciled Learner Delivery Hours by the relevant Learner Delivery Hour Rate (the "**Reconciled Learner Delivery Hours Payment**");

(g) The Service Payment properly payable by the Authority for that Quarter by aggregating (i) the Reconciled Learner Delivery Hours Payment (ii) the Indirect Cost of Education Delivery Payments for that Quarter and (iii) the Libraries Payments for that Quarter and then multiplying the product by 90% (the "**Reconciled Service Payment**");

(h) The Withheld Performance Incentive Payment properly payable by the Authority in respect of the relevant Quarter, calculated by recalculating the Withheld Performance Incentive Payment based on the Reconciled Service Payment, recalculating the adjusted Monthly and Quarterly Retained Performance Incentive Amounts, the Quarterly per Prison Retained Performance Incentive Amounts and the Per Prison Withheld Performance Incentive Payments using the same principles in Paragraph 8 (the "**Reconciled Withheld Performance Incentive Payment**");

(i) The Baseline Payment properly payable by the Authority in respect of the relevant Quarter, by adding together the Reconciled Service Payment and the Reconciled Withheld Performance Incentive Payment (the "**Reconciled Baseline Payment**");

(j) The value of the Total Reconciliation for the relevant Quarter, calculated as:

Reconciled Baseline Payment - Invoiced Baseline Payment =

Total Payment Value

11.3 Once the reconciliation has been commented on by the Contractor, where the Total Payment Value is a positive amount, the Contractor shall be entitled to invoice the Authority for that amount.

11.4 Once the reconciliation has been commented on by the Contractor, where the Total Payment Value is a negative amount, the Contractor shall promptly issue a credit note in accordance with the Authority's reasonable requirements for that amount which shall be applied to reduce the Contractor's next invoice (or, in the case of the final reconciliation period, paid to the Authority within 14 days of the end of the Term).

12 ANNUAL DELIVERY PLAN (ADP) CHANGE

12.1 The Parties acknowledge and agree that the Learner Delivery Hour Rates are based on the provision of the Services using primarily teacher led delivery of education. In the event that in accordance with Schedule 2 (*Specification*) innovative delivery models (that significantly change the staffing profile and/or materials costs) are developed the detail of those delivery models will be agreed, along with any associated Learner Delivery Hour Rates and any associated Contract changes (including to this Schedule 3 and/or the Financial Response Template) in accordance with the Change Control Procedure.

12.2 The Authority may vary subject categories in aggregate by 10% of the total volume of Learner Delivery Hours (specified in the previous year's Annual Delivery Plan agreed between the Parties for any Contract Year subsequent to Contract Year 2 (ending on 31 March 2027)). For the avoidance of doubt, the intention is that the reviews will take place from the end of Contract Year Two. The Authority may instruct a review of the Annual Delivery Plan review at the end of Contract Year One to ensure affordability. This can be made up of new subject categories (not previously used) or increased volumes of subject categories already used (and compensated for through a reduction in volume of other subject categories). No additional cost (other than payment through the normal process for Learner Delivery Hours) will be incurred by the Authority in this scenario, provided that this is agreed through the Annual Delivery Plan process and concluded at least 3 months before the start of the relevant new Contract Year.

12.3 Where the Authority makes a change in excess of the level of change referred to in Paragraph 12.2, and the Contractor notifies the Authority of this in writing prior to final approval of the relevant Annual Delivery Plan(s), the Contractor may enact change protocols in accordance with Schedule 4 (*Change Control Procedure*).

13 FINANCIAL INFORMATION

13.1 The Authority shall be entitled to request that the Contractor updates the information provided in the Financial Response Template from time to time

during the Term and the Contractor shall comply with such request within twenty (20) Working Days following the request.

13.2 The Contractor shall ensure that any update to the information provided under Paragraph 13.1 includes sufficient detail for the Authority to have visibility of all the costs to be incurred by the Contractor and of the Charges to be paid in respect of the provision of the Services.

14 REPORTING

14.1 The Contractor shall, as soon as possible, provide any additional reports that the Authority may reasonably request in connection with the Authority's exercise of its rights and obligations under this Schedule 3, including but not limited to:

(a) Service Level monitoring;

(b) measurement and evaluation of Annual Delivery Plans and Annual Delivery Budgets;

(c) Withheld Performance Incentive Payment and reconciliation calculations.

15 MOBILISATION PAYMENT

15.1 The Authority will pay the Mobilisation Payment of [REDACTED Section 43 of the FOIA: Commercial Interests] to the Contractor in 3 equal monthly instalments during the Mobilisation Phase.

Annex

Reconciliation Worked Examples

All values are fictious and for illustrative purposes only							
	Comments	**Prison A**	**Prison B**	**Prison C**	**Prison D**	**Prison E**	**Lot Total**
Learner Deliver Hours Values from ADP	LDH costs	£ 1,470,000	£ 1,750,000	£ 880,000	£ 1,480,000	£ 300,000	£ 5,880,000
Libraries Values	Libraries Annual Charge	£ 30,000	£ 50,000	£ 20,000	£ 20,000	£ -	£ 120,000
Sub-total		**£ 1,500,000**	**£ 1,800,000**	**£ 900,000**	**£ 1,500,000**	**£ 300,000**	**£ 6,000,000**
Sub-total Percentage of Lot Total		25.0%	30.0%	15.0%	25.0%	5.0%	100.0%
Lot Indirect Cost of Education Delivery	Indirect Cost of Education Delivery Annual Charge (ICEDAC)						£ 480,000
Apportioned Lot Indirect Cost of Education Delivery Annual Charge per Prison		£ 120,000	£ 144,000	£ 72,000	£ 120,000	£ 24,000	£ 480,000
Grand Total		£ 1,620,000	£ 1,944,000	£ 972,000	£ 1,620,000	£ 324,000	£ 6,480,000
Baseline Payment (Service Month) Calculation							
Learner Delivery Hours Payment	12 equal montly payments						£ 490,000
Indirect Cost of Education Delivery Payment	ICEDAC/12: equal monthly payment						£ 40,000
Libraries Payment	LAC/12: equal monthly payments						£ 10,000
Baseline Payment (Service Month)							£ 540,000
Service Payment (Service Month) Calculation	Equal monthly payment 90% of Baseline Payment						£ 486,000
Monthly Retained Performance Incentive Amount	10% of Baseline Payment						£ 54,000
Quarterly Retained Performance Incentive Amount	Monthly Retained Performance Incentive Amount*3						£ 162,000
Withheld Performance Incentive Payment Calculations							
Annual Delivery Budget (per Prison) incl. LDHP,ICEDP,LP	from prison Annual Delivery Plan	£ 1,620,000	£ 1,944,000	£ 972,000	£ 1,620,000	£ 324,000	£ 6,480,000
Aggregate Annual Delivery Budget (Lot)	aggregated Annual Delivery Plans						£ 6,480,000
Prison Percentage	prison ADP/aggregated ADP	25.00%	30.00%	15.00%	25.00%	5.00%	100.00%
Quaterly per Prison Retained Performance IncentiveAmount	Quarterly Retained Performance Incentive Amount/Prison Percentage	£ 40,500	£ 48,600	£ 24,300	£ 40,500	£ 8,100	£ 162,000
Per Prison Withheld Performance Incentive Payment Calculations							
Example Overall KPI Achievement Percentage per Prison	from KPI schedule/reporting	100%	75%	100%	60%	0%	
Per Prison Withheld Performance Incentive Payment	Quarterly per Prison Retained Performance Incentive Amount*Prison KPI result	£ 40,500	£ 36,450	£ 24,300	£ 24,300	£ -	£ 125,550
RECONCILIATION							
Annual Delivery Budget (per prison)		£ 1,620,000	£ 1,944,000	£ 972,000	£ 1,620,000	£ 324,000	£ 6,480,000
Baseline Payment per Service Month	100% of payments	£ 135,000	£ 162,000	£ 81,000	£ 135,000	£ 27,000	£ 540,000
Service Payment per Service Month	90% of Baseline Payment	£ 121,500	£ 145,800	£ 72,900	£ 121,500	£ 24,300	£ 486,000
Monthly Retained Performance Incentive Amount	10% of Baseine Payment	£ 13,500	£ 16,200	£ 8,100	£ 13,500	£ 2,700	£ 54,000
Total payments made in year		£ 1,458,000	£ 1,749,600	£ 874,800	£ 1,458,000	£ 291,600	£ 5,832,000
Following example based on a Quarter (i.e. 3 months) Reconciliation Period							
100% of Baseline Payment in reconciliation period		£ 405,000	£ 486,000	£ 243,000	£ 405,000	£ 81,000	£ 1,620,000
Less value of Non-delivered Learner Delivery Hours in period		£ -	£ -	£ -	£ 80,000	£ -	£ 80,000
Reconciled Learner Delivery Hours Payment	Value of planned LDHs less value of non-delivered LDHs	£ 405,000	£ 486,000	£ 243,000	£ 325,000	£ 81,000	£ 1,540,000
Reconciled Service Payment for period	90% of Reconciled Service Payment for the period	£ 364,500	£ 437,400	£ 218,700	£ 292,500	£ 72,900	£ 1,386,000
Value of Monthly Retained Performance Incentive Amount in the period	recalculated MRPIA based on 10% of Reconciled LDHs	£ 40,500	£ 48,600	£ 24,300	£ 32,500	£ 8,100	£ 154,000
Withheld Performance Incentive Payment earned	calculated based on revised MRPIA* KPI results	£ 40,500	£ 36,450	£ 24,300	£ 19,500	£ -	£ 120,750
							£ -
Amount Retained by the Authority for Non-performance in the period	value of KPI shortfall	£ -	£ 12,150	£ -	£ 13,000	£ 8,100	£ 33,250
Reconciled Baseline Payment in the period	Reconciled Service Payment+Withheld Performance Incentive Payment	£ 405,000	£ 473,850	£ 243,000	£ 312,000	£ 72,900	£ 1,506,750
Invoiced Baseline Payment in the period	Service Payment*3	£ 364,500	£ 437,400	£ 218,700	£ 364,500	£ 72,900	£ 1,458,000
Total owed to Authority / Total owed to Contractor	Invoiced Baseline Payment-Reconciled Baseline Payment	-£ 40,500	-£ 36,450	-£ 24,300	£ 52,500	£ -	-£ 48,750

Example Narrative:

Non-delivery of Annual Delivery Plan requirements is recovered where applicable.

Withheld Performance Incentive Payment (10%) will be made based on the Annual Delivery Budget – less any Annual Delivery Plan reductions.

Contractor is expected to achieve the budgeted costs as agreed upfront. Should costs vary (+/- forecast) this remains the responsibility of the Contractor.

Annual Delivery Budgets are allocated at prison level, with performance and Annual Delivery Plan requirement of hours also reconciled at prison level.

Annual Delivery Budgets are then consolidated during a 'hard reconciliation' at lot level.

Application of the recovery of funds (undelivered Learner Delivery Hours)

How this is applied; The Annual Delivery Plan requirement of hours available must not fall below the expected quarterly profile set out in the Annual Delivery Plan. If this occurs, the Authority shall recover funds from the Contractor. The value of the recovery is calculated using the Learner Delivery Hour Rate.

Example Narrative:

Annual Delivery Plan requirement of hours will be reconciled regularly, with the recovery of funds applicable at that stage.

Profiled hours can be variable due to Annual Delivery Plan requirements.

If the Annual Delivery Plan requirements fall below expected profile, the Authority shall recover the value of these requirements.

The Supplier will be monitored by Contract Management Team ("**CMT**") closely until the Leaner Delivery Hours are met. Ongoing failure to meet Delivery Plan requirements will result in formal corrective action and / or Notice to Improve.

SCHEDULE 4 – CHANGE CONTROL PROCEDURE

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	9 December 2024

1 DEFINITIONS

1.1 In this Schedule 4, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Change Request Form"	means a written request for a Change which shall be substantially in the form of Appendix 1 to this Schedule 4;
"Change Communication"	means any Change Request Form, Impact Assessment, Contract Change Notice or other communication sent or required to be sent pursuant to this Schedule 4;
"Contract Change Notice" or "CCN"	means a contract change notice which shall be substantially in the form of Appendix 2 to this Schedule 4;
"Impact Assessment"	means an assessment of a Change Request Form in accordance with Paragraph 5 of this Schedule 4;
"Impact Assessment Estimate"	has the meaning given in Paragraph 4.3 of this Schedule 4; and
"Receiving Party"	means the Party which receives a proposed Change Request Form.

2 GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

2.1 This Schedule 4 sets out the procedure for dealing with Changes.

2.2 The Parties shall deal with Change as follows:

(a) either Party may request a Change which they shall initiate by issuing a Change Request Form in accordance with Paragraph 4;

(b) unless this Contract otherwise requires, the Contractor shall assess and document the potential impact of a proposed Change in accordance with Paragraph 5 before the Change can be either approved or implemented;

(c) the Authority shall have the right to request amendments to a Change Request Form, approve it or reject it in the manner set out in Paragraph 6;

(d) the Contractor shall have the right to reject a Change Request Form solely in the manner set out in Paragraph 7; and

(e) save as otherwise provided in this Contract, no proposed Change shall be implemented by the Contractor until a Contract Change Notice has been signed and issued by the Authority in accordance with Paragraph 6.2.

2.3 Until a Contract Change Notice has been signed and issued by the Authority in accordance with Paragraph 6.2, then:

(a) unless the Authority expressly agrees (or requires) otherwise in writing, the Contractor shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Change did not apply; and

(b) any discussions, negotiations or other communications which may take place between the Authority and the Contractor in connection with any proposed Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.

2.4 The Authority shall issue a Contract Change Notice and deliver to the Contractor a copy of this Contract updated to reflect all Changes agreed in the relevant Contract Change Notice and annotated with a reference to the Contract Change Notice pursuant to which the relevant Changes were agreed.

3 COSTS

3.1 Subject to Paragraph 3.3:

(a) the costs of preparing each Change Request Form shall be borne by the Party making the Change Request Form; and

(b) the costs incurred by the Contractor in undertaking an Impact Assessment shall be borne by the Party making the Change Request Form provided that the Authority shall not be required to pay any such costs if:

(i) the request is made before the Services Commencement Date;

(ii) such costs are below five thousand pounds sterling (£5,000);

(iii) the Contractor is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or

(iv) such costs exceed those in the accepted Impact Assessment Estimate.

3.2 The cost of any Change shall be calculated and charged by way of adjustment to the Charges in accordance with the principles set out in Schedule 3 (*Charges*). The Contractor shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Change requires additional resources and, in any event, any change to the Charges resulting from a Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Change.

3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Contractor shall be paid for by the Contractor.

4 CHANGE REQUEST FORM

4.1 Either Party may issue a Change Request Form to the other Party at any time during the Term. A Change Request Form shall be substantially in the form of Appendix 1 to this Schedule 4.

4.2 If the Contractor issues the Change Request Form, then it shall also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issuing the Change Request Form.

4.3 If the Authority issues the Change Request Form, then the Contractor shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request Form an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Authority within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Authority.

4.4 If the Authority accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Contractor shall provide the completed Impact Assessment to the Authority as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Contractor requires any clarification in relation to the Change Request Form before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Authority to fully understand:

(a) the nature of the request for clarification; and

(b) the reasonable justification for the request,

the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

5 IMPACT ASSESSMENT

5.1 Each Impact Assessment shall be completed in good faith and shall include:

(a) details of the proposed Change including the reason for the Change;

(b) details of the impact of the proposed Change on the Services and the Contractor's ability to meet its other obligations under this Contract;

(c) any variation to the terms of this Contract that will be required as a result of that impact, including changes to:

(i) the Specification, the Key Performance Indicators and/or the Target Performance Levels;

(ii) the format of Authority Data, as set out in the Specification;

(iii) the Milestones, Mobilisation Plan and any other timetable previously agreed by the Parties;

(iv) other services provided by third party contractors to the Authority, including any changes required by the proposed Change to the Authority's System;

(d) details of the cost of implementing the proposed Change;

(e) details of the ongoing costs required by the proposed Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

(f) a timetable for the implementation, together with any proposals for the testing of the Change;

(g) details of how the proposed Change will ensure compliance with any applicable Change in Law; and

(h) such other information as the Authority may reasonably request in (or in response to) the Change Request Form.

5.2 If the Change involves the processing or transfer of any Personal Data to a Restricted Country, the preparation of the Impact Assessment shall also be subject to Clause D2 (*Data Protection and Privacy*) and Schedule 10 (*Data Processing*).

5.3 Subject to the provisions of Paragraph 5.4, the Authority shall review the Impact Assessment and respond to the Contractor in accordance with Paragraph 6 within fifteen (15) Working Days of receiving the Impact Assessment.

5.4 If the Authority is the Receiving Party and the Authority reasonably considers that it requires further information regarding the proposed Change so that it may properly evaluate the Change Request Form and the Impact Assessment, then within five (5) Working Days of receiving the Impact Assessment, it shall notify the Contractor of this fact and detail the further information that it requires. The Contractor shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request Form and Impact Assessment.

5.5 The calculation of costs for the purposes of Paragraphs 5.1(d) and (e) shall:

(a) include sufficient information on an open book basis as reasonably required by the Authority;

(b) include estimated volumes of each type of resource to be employed and implications for the Charges using the principles adopted in Schedule 3 (*Charges*);

(c) include full disclosure of any assumptions underlying such Impact Assessment; include evidence of the cost of any assets required for the Change; and

(d) include details of any new Sub-contracts necessary to accomplish the Change.

6 AUTHORITY'S RIGHT OF APPROVAL

6.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Contractor or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Authority shall evaluate the Change Request Form and the Impact Assessment and shall do one of the following:

(a) approve the proposed Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;

(b) in its absolute discretion reject the Change, in which case it shall notify the Contractor of the rejection. The Authority shall not reject any proposed Change to the extent that the Change is necessary for the Contractor or the Services to comply with any Changes in Law. If the Authority does reject a Change, then it shall explain its reasons in writing to the Contractor as soon as is reasonably practicable following such rejection; or

(c) in the event that it reasonably believes that a Change Request Form or Impact Assessment contains errors or omissions, require the Contractor to modify the relevant document accordingly, in which event the Contractor shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request Form and/or Impact Assessment, the Authority shall approve or reject the proposed Change within fifteen (10) Working Days.

6.2 If the Authority approves the proposed Change pursuant to Paragraph 6.1 and it has not been rejected by the Contractor in accordance with Paragraph 7, then it shall inform the Contractor and the Contractor shall prepare two copies of a Contract Change Notice which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Contract Change Notice, it shall sign both copies and return one copy to the Contractor. On the Authority's signature the Contract Change Notice shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Contract Change Notice, shall constitute confirmation of a binding variation to this Contract.

6.3 If the Authority does not sign the Contract Change Notice within ten (10) Working Days, then the Contractor shall have the right to notify the Authority and if the Authority does not sign the Contract Change Notice within five (5) Working Days of such notification, then the Contractor may refer the matter to the Dispute Resolution Procedure.

7 CONTRACTOR'S RIGHT OF APPROVAL

Following an Impact Assessment, if:

(a) the Contractor reasonably believes that any proposed Change which is requested by the Authority would:

(i) materially and adversely affect the risks to the health and safety of any person; and/or

(ii) require the Services to be performed in a way that infringes any Law; and/or

(b) the Contractor demonstrates to the Authority's reasonable satisfaction that the proposed Change is technically impossible to implement and neither the Contractor's Tender nor the Specification state that the Contractor does have the technical capacity and flexibility required to implement the proposed Change,

then the Contractor shall be entitled to reject the proposed Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8 COMMUNICATIONS

For any Change Communication to be valid under this Schedule 4, it must be sent to either the Authority's Representative or the Contractor's Representative, as applicable. The provisions of Clause I3 (*Notices and Communications*) shall apply to a Change Communication as if it were a notice.

APPENDIX 1 – CHANGE REQUEST FORM

Contract Title:	**Party requesting Change:**
Name of Contractor and Contractor Reference No.:	
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 (including benefits and disadvantages):	
Area(s) impacted (OPTIONAL FIELD):	
Assumptions, dependencies, risks and mitigation (if any):	
Details of any proposed alternative scenarios:	
Change Request Form prepared by (name):	
Assigned for Impact Assessment by (name):	
Assigned for Impact Assessment to (name):	
Signature:	
Date of Change Request:	

Contract for the Provision of Prisoner Education Services (Core Education)

APPENDIX 2 – CONTRACT CHANGE NOTICE

Contract Title:	**Party requesting Change:**
Name of Contractor and Contractor Reference No.:	
Change Request Number:	
Date on which Change takes effect:	
Contract between: The Secretary of State for Justice and [insert name of Contractor]	
Following the Impact Assessment, 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 Charges 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.**	
Proposed adjustment to the Charges resulting from the Change:	
Details of proposed one-off additional charges and means for determining these (e.g. fixed price basis):	
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		**Signed for and on behalf of [insert name of Contractor]**	
Signature		**Signature**	
Name		**Name**	
Title		**Title**	
Date		**Date**	

SCHEDULE 5 – COMMERCIALLY SENSITIVE INFORMATION

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025

Contract for the Provision of Prisoner Education Services (Core Education)

1 GENERAL

1.1 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 D4 (*Transparency, Open Book Data and Freedom of Information*).

1.2 In this Schedule 5, the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIR.

1.3 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 5 applies in the table below (please see the column entitled "**Duration of Confidentiality**").

1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA, the EIR, or Clause D3 (*Confidential Information*) the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in section 43 of the FOIA to the following information.

At this stage Milton Keynes College does not have information it wishes to be classed as Commercially Sensitive Information.				
Applicable Lot	Question Number	Commercially Sensitive Information	Implications of disclosure	Estimated date of when this information will no longer be deemed Commercially Sensitive
N/A	N/A	N/A	N/A	N/A

SCHEDULE 6 – IPR AND SOFTWARE

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025

1 IPR AND SOFTWARE

1.1 The Parties agree that they will update this Schedule 6 regularly, and in any event no less than every six (6) Months from the Effective Date, to record any Contractor Software or Third Party Software subsequently licensed by the Contractor or third-parties for the purposes of the delivery of the Services and any Specially Written Software, Collaboration Software, Project Specific IPRs and Collaboration Specific IPRs.

Contractor Software comprises the following:

Software	Contractor (if Affiliate of the Contractor)	Purpose	No. of Licences	Restrictions	No. of copies	Type (COTS or Non-COTS)	Term/Expiry

Third Party Software comprises the following:

Third Party Software	Contractor	Purpose	No. of Licences	Restrictions	No. of copies	Type (COTS or Non-COTS)	Term/ Expiry

Specially Written Software

Name of Specially Written Software	Details

Project Specific IPR

Name of Project Specific IPR	Details

Collaboration Software

Name of Collaboration Software	Details

Collaboration Specific IPR

Name of Collaboration Specific IPR	Details

Contract for the Provision of Prisoner Education Services (Core Education)

APPENDIX 1 - FORM OF LETTER RE SUB-LICENSING OF CONTRACTOR COTS SOFTWARE AND CONTRACTOR COTS BACKGROUND IPRs

[Contractor letterhead]

[insert Authority name and address]

[Date]

Dear Sirs

LICENCES FOR CONTRACTOR COTS SOFTWARE AND CONTRACTOR COTS BACKGROUND IPRs

We refer to the agreement between us dated [*insert date*] in respect of [*brief summary of subject of the Agreement*] (the "**Contract**"). Capitalised expressions used in this letter have the same meanings as in the Contract.

In accordance with Clause E2.7(b) of the Contract we confirm that:

1 the Authority is licensed by the Contractor to use the Contractor COTS Software and Contractor COTS Background IPRs identified in the first column of the Appendix to this letter (the "**Appendix**") on the terms of the licences identified in the second column of the Appendix (the "**Licences**"); and

2 notwithstanding any provision to the contrary in the Licences, it is agreed that the Authority may sub-license, assign and novate the Contractor COTS Software and Contractor COTS Background IPRs as referred to in clause E2.7(b) of the Contract.

Yours faithfully,

Signed:

On behalf of [*name of the Contractor*]

Contract for the Provision of Prisoner Education Services (Core Education)

APPENDIX 2 - FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [***date***] 20

BETWEEN:

(1) **[*insert name*]** of [*insert address*] (the "**Sub-licensee**"); and

(2) **[*insert name*]** of [*insert address*] (the "**Contractor**" and together with the Contractor, the "**Parties**").

WHEREAS:

(A) [*insert name of Authority*] (the "**Authority**") and the Contractor are party to a contract dated [*insert date*] (the "**Contract**") for the provision by the Contractor of [*insert brief description of services*] to the Authority.

(B) The Authority wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Authority pursuant to the Contract (the "**Sub-licence**").

(C) It is a requirement of the Contract that, before the Authority grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Contractor in or substantially in the form of this Agreement to protect the Confidential Information of the Contractor.

IT IS AGREED as follows:

1 INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"Confidential Information" means:

(a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Authority to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:

(i) the Contractor; or

(ii) the operations, business, affairs, developments, intellectual property

rights, trade secrets, know-how and/or personnel of the Contractor;

(b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Contractor to the Authority pursuant to or in connection with the Sub-licence;

(c) other Information provided by the Authority pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and

(d) Information derived from any of the above, but not including any Information that:

(i) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Authority;

(ii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or

(iii) was independently developed without access to the Information;

"Information"	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and
"Sub-licence"	has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

(a) a reference to any gender includes a reference to other genders;

(b) the singular includes the plural and vice versa;

(c) the words "include" and cognate expressions shall be construed as if they were immediately followed by the words "without limitation";

(d) references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

(e) headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

(f) references to clauses are to clauses of this Agreement.

2 CONFIDENTIALITY OBLIGATIONS

2.1 In consideration of the Authority entering into the Sub-licence, the Sub-licensee shall:

(a) treat all Confidential Information as secret and confidential;

(b) have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);

(c) not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Contractor or except as expressly set out in this Agreement;

(d) not transfer any of the Confidential Information outside the United Kingdom;

(e) not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;

(f) immediately notify the Contractor in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and

(g) upon the expiry or termination of the Sub-licence:

(i) destroy or return to the Contractor all documents and other tangible materials that contain any of the Confidential Information;

(ii) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and

(iii) make no further use of any Confidential Information.

3 PERMITTED DISCLOSURES

3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

(a) reasonably need to receive the Confidential Information in connection with the Sub-licence; and

(b) have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and

(c) have agreed to terms similar to those in this Agreement.

3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.

3.3 Before making a disclosure pursuant to clause 3.2, the Sub-licensee shall, if the circumstances permit:

(a) notify the Contractor in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and

(b) ask the court or other public body to treat the Confidential Information as confidential.

4 GENERAL

4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Contractor shall remain with and be vested in the Contractor.

4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

(a) to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;

(b) to require the Contractor to disclose, continue disclosing or update any Confidential Information; or

(c) as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.

4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

4.4 Without prejudice to any other rights or remedies that the Contractor may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Contractor shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.

4.5 The maximum liability of the Sub-licensee to the Contractor for any breach of this Agreement shall be limited to ten million pounds sterling (£10,000,000).

4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.

4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5 NOTICES

5.1 Any notice to be given under this Agreement (each a "**Notice**") shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

5.2 Any Notice:

(a) if to be given to the Contractor shall be sent to:

[*Address*]

Attention: [*Contact name and/or position, e.g. "The Finance Director"*]

(b) if to be given to the Sub-licensee shall be sent to:

[*Name of Organisation*]
[*Address*]

Attention: [ ]

6 GOVERNING LAW

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [*name of Contractor*]

Signature: Date:

_____

Name: Position:

For and on behalf of [*name of Sub-licensee*]

Signature: Date:

_____

Name: Position:

SCHEDULE 7 – INFORMATION ASSURANCE AND SECURITY

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025

[Redacted Section 24 of the FOIA: Safeguarding national security]

SCHEDULE 8 – ACCESS TO PRISONS

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025

[Redacted Section 24 of the FOIA: Safeguarding national security]

SCHEDULE 9 – STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	Amendments (20 October 2023)
V3.0	8 December 2023
V4.0	13 January 2025

1 DEFINITIONS

1.1 In this Schedule 9, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Anti-Slavery Policy"	has the meaning given to it in Paragraph 4.1(b) of this Schedule 9;
"Associated Person"	has the meaning given to in section 44(4) of the Criminal Finances Act 2017;
"Code"	has the meaning given to it in Paragraph 2.1 of this Schedule 9;
"CRP"	has the meaning given to it in Paragraph 14.4 of this Schedule 9;
"EMS"	has the meaning given to in Paragraph 14.2 of this Schedule 9;
"Environmental Policy"	means the policy to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Authority as detailed in https://www.gov.uk/government/publications/environmental-principles-policy-statement/environmental-principles-policy-statement#definitions;
"Health and Safety Policy"	means the health and safety policy of the Authority, Prison and/or other relevant Central Government Body as provided to the Contractor on or before the Effective Date and as subsequently provided to the Contractor from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
"ISO 14001"	means the family of standards related to environmental management published by the International Organisation for Standardisation;
"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;

"MSA"	means the Modern Slavery Act 2015;
"PAS 2060"	means the internationally recognised specification for carbon neutrality published by British Standards Institution (BSI);
"Prescribed Person"	a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies, as updated from time to time;
"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 this Contract; (c) an offence: (iii) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (iv) under legislation or common law concerning fraudulent acts; or (v) the defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Contractor under Part 3 of the Criminal Finances Act 2017);

	(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;
"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;
"Sustainability Plans"	means the written reports to be completed by the Contractor containing the information outlined in Table A in Paragraph 14.7 of this Schedule 9 and in the format of the template at Appendix 3 or such template as updated by the Authority from time to time; and
"Waste Hierarchy"	means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: (a) Prevention; (b) Preparing for re-use; (c) Recycling.

2 WHAT THE AUTHORITY EXPECTS FROM THE CONTRACTOR

2.1 In February 2019, His Majesty's Government published a Supplier Code of Conduct (the "**Code**") setting out the standards and behaviours expected of Contractor and its Sub-Contractors who work with government. The Code can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf.

2.2. The Authority expects the Contractor and its Sub-Contractors to comply with their legal obligations, in particular those set out in Part 1 of this Schedule 9, and to meet the standards set out in the Code as a minimum. The Authority also expects the Contractor and its Sub-Contractors to use reasonable endeavours to comply with the standards set out in Part 2 of this Schedule 9.

PART 1 - STATUTORY OBLIGATIONS

3 EQUALITY AND ACCESSIBILITY

3.1 In addition to legal obligations, where the Contractor is providing a Service to which the Public Sector Equality duty applies, the Contractor shall support the Authority in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

(a) eliminate discrimination, harassment or victimisation of any kind and any other conduct prohibited by the Equality Act 2010; and

(b) advance;

(i) equality of opportunity; and

(ii) good relations

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3.2 The Contractor shall

(a) perform its obligations under this Contract (including those in relation to the Services) 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, to be provided to the Contractor by the Authority 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).

3.3 The Contractor shall ensure that it fulfils its obligations under this Contract in a way that does not discriminate against individuals because of socio-economic

background, working pattern or having parental or other caring responsibilities.

4 MODERN SLAVERY

4.1 The Contractor 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 Contractor from time to time ("**Anti-Slavery Policy**").

4.2 The Contractor shall:

(a) not use, nor allow its sub-contractors to use forced, bonded or involuntary prison labour;

(b) not require any Staff or the personnel of any sub-contractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;

(c) make reasonable enquires to ensure that its officers, employees and sub-contractor have not been convicted of slavery or human trafficking offences anywhere around the world;

(d) have and maintain throughout the Term its own policies and procedures to ensure its compliance with the MSA and include in its contracts with its sub-contractors anti-slavery and human-trafficking provisions;

(e) not use, nor allow its employees or sub-contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or sub-contractors;

(f) not use or allow child or slave labour to be used by its sub-contractors;

(g) implement due diligence procedures for its Sub-Contractors and other participants in its supply chain, to ensure that there is no slavery or trafficking in its supply chains;

(h) 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;

(i) 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;

(j) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract;

(k) 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

(l) implement a system of training for its employees to ensure compliance with the MSA.

4.3 The Contractor 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 Contractor nor any of its Sub-Contractors, nor any other persons associated with it:

(i) has been convicted of any offence involving slavery and human trafficking anywhere in the world;

(ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body in relation to any allegation of slavery or human trafficking offences anywhere in the world; and/or

(iii) 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.

4.4 The Contractor 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.

4.5 If the Contractor notifies the Authority pursuant to Paragraph 4.4 of this Schedule 9, 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.

4.6 If the Contractor is in Default under Paragraphs 4.2 or 4.3 of this Schedule 9 the Authority may by notice:

(a) require the Contractor 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.

5 INCOME SECURITY

5.1 The Contractor 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.

6 WORKING HOURS

6.1 The Contractor 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 forty-eight (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 (7) day period shall not exceed sixty (60) hours, except where covered by Paragraph 6.1(e);

(e) working hours do not exceed sixty (60) hours in any seven (7) 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 Contractor can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;

(f) all Staff are provided with at least:

(i) one (1) day off in every seven (7) day period; or

(ii) where allowed by Law, two (2) days off in every fourteen (14) day period.

7 RIGHT TO WORK

7.1 The Contractor 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.

8 HEALTH AND SAFETY

8.1 The Contractor shall perform its obligations under the Contract in accordance with:

(a) all applicable Law regarding health and safety; and

(b) the Authority's or the Prison's Health and Safety Policy (as may be provided to the Contractor from time to time) while at the Authority's Premises.

8.2 Each Party shall notify the other (and the Prison) as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Contractor shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

9 WELSH LANGUAGE REQUIREMENTS

The Contractor 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.

10 FRAUD AND BRIBERY

10.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Effective 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.

10.2 The Contractor 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.

10.3 The Contractor 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 Contractor do not commit tax evasion facilitation offences as defined under that Act;

(c) keep appropriate records of its compliance with its obligations under Paragraph 10.3(a) 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.

10.4 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of Paragraphs 10.1 and/or 10.2, 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.

10.5 If the Contractor notifies the Authority pursuant to Paragraph 10.4, the Contractor 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.

10.6 If the Contractor is in Default under Paragraph 10.1 and/or 10.2, the Authority may by notice:

(a) require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or

(b) immediately terminate the Contract.

10.7 Any notice served by the Authority under Paragraph 10.6 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).

11 WHISTLEBLOWING

11.1 As soon as it is aware of it the Contractor and Staff must report to the Authority any actual or suspected breach of:

(a) Law;

(b) Paragraphs 3 (*Equality and Accessibility*), 4 (*Modern Slavery*), 8 (*Health and Safety*), 10 (*Fraud and Bribery*), 11.2 and 12 (*Official Secrets Act and Finance Act*) of this Schedule 9;

(c) B12 (*Employment*); or

(d) I4 (*Conflicts of Interest*);

11.2 The Contractor must not retaliate against any of the Staff who in good faith reports a breach listed in this Paragraph 11.2 to the Authority or the Prescribed Person.

12 OFFICIAL SECRETS ACT AND FINANCE ACT

12.1 The Contractor shall comply with the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and

(b) section 182 of the Finance Act 1989.

PART 2 - CORPORATE SOCIAL RESPONSIBILITY

13 ZERO HOURS CONTRACTS

13.1 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.

13.2 When offering zero hours contracts, the Contractor 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.

14 ENVIRONMENTAL REQUIREMENTS

14.1 The Contractor must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.

14.2 The Contractor warrants that it has obtained relevant Environment Management System ("**EMS**") certified to ISO 14001 or BS 8555 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.

14.3 In performing its obligations under the Contract the Contractor shall, where applicable to this Contract, to the reasonable satisfaction of the Authority:

(a) demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Authority's reasonable questions;

(b) prioritise waste management in accordance with the Waste Hierarchy as set out in Law;

(c) be responsible for ensuring that any waste generated by the Contractor and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law;

(d) ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal;

(e) in circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Contractor shall cease to carry or send waste or allow waste to be carried by any Sub-Contractor until authorisation is obtained from an environment agency;

(f) minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment; and

(g) reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.

14.4 In performing its obligations under this Contract, the Contractor shall to the reasonable satisfaction of the Authority (where the anticipated Charges in any Contract Year are above five million pounds sterling (£5 million) per annum (excluding VAT)), where related to and proportionate to the Contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan ("**CRP**") in accordance with PPN 06/21[1].

14.5 The Contractor shall meet the applicable Government Buying Standards applicable to Services.

14.6 The Contractor shall:

(a) 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;

[1] Procurement Policy Note 06/21: Taking account of Carbon Reduction Plans in the procurement of major government contracts - GOV.UK (www.gov.uk)

(iii) reduces waste and avoids the use of ozone depleting substances; and

(b) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment when working on the Authority Premises, perform its obligations in accordance with the Environmental Policy of the Authority (as provided to the Contractor from time to time);

(c) ensure that Staff are aware of the Authority's environmental policies.

14.7 **REPORTING REQUIREMENTS**

(a) The Contractor shall comply with reasonable requests by the Authority for information evidencing compliance:

(i) with Paragraphs 2, 3.1, 14.1 to 14.5 of this Schedule 9 within fourteen (14) days of such request; and

(ii) with Paragraphs 3.2 and 3.3 of this Schedule 9 within thirty (30) days of such request,

provided that such requests are limited to two per Contract Year, other than in consultation with the Contractor, in exceptional circumstances, the Authority may from time to time reasonably request more frequent reporting (and the Contractor shall comply with such requests).

(b) The Contractor shall complete the Sustainability Plans in relation its provision of the Services under this Contract and provide the Sustainability Plans to the Authority on the date and frequency outlined in Table A of this Schedule 9.

TABLE A - SUSTAINABILITY PLANS

Sustainability Plan Name	**Content of Report**	**Frequency of Report**
Sustainability - General	As proportionate and relevant to the Contract: • the key sustainability impacts identified;	On the anniversary of the Effective Date

	• the sustainability improvements planned or delivered; and • the risks to the Services of climate change, including mitigation, adaptation and continuity plans employed by the Contractor in response to those risks.	
Carbon Reduction Plan	• Completion of a carbon reduction plan confirming commitment to achieve Net Zero by 2050. • Completion of Appendix 2 (*Carbon Reduction Plan Template*). Please refer to Appendix 1 (*Carbon Reduction Plan Guidance*). • Procurement Policy Note 06/21: Taking account of Carbon Reduction Plans in the procurement of major government contracts - GOV.UK (www.gov.uk)	On the anniversary of the Effective Date

APPENDIX 1 - CARBON REDUCTION PLAN GUIDANCE

Notes for Completion

The Authority has determined that the measure applies to this Contract, the Contractor shall submit a Carbon Reduction Plan which details their organisational carbon footprint and confirms their commitment to achieving Net Zero by 2050.

Carbon Reduction Plans are to be completed by the Contractor and must meet the reporting requirements set out in supporting guidance and include the Contractor's current carbon footprint and its commitment to reducing emissions to achieve Net Zero emissions by 2050.

The CRP should be specific to the Contractor, or, provided certain criteria are met, may cover the Contractor and its parent organisation. In order to ensure the CRP remains relevant, a Carbon Reduction Plan covering the Contractor and its parent organisation is only permissible where the detailed requirements of the CRP are met in full, as set out in the Technical Standard[2] and Guidance[3], and all of the following criteria are met:

- The Contractor is wholly owned by the parent;
- The commitment to achieving net zero by 2050 for UK operations is set out in the CRP for the parent and is supported and adopted by the Contractor; demonstrated by the inclusion in the CRP of a statement that this will apply to the Contractor;
- The environmental measures set out are stated to be able to be applied by the Contractor when performing this Contract; and
- The CRP is published on the Contractor's website.

The Contractor must take steps to ensure they have their own CRP as soon as reasonably practicable and should note that the ability to rely on a parent organisation's Carbon Reduction Plan may only be a temporary measure under the selection criterion.
The Carbon Reduction Plan should be updated regularly (at least annually) and published and clearly signposted on the Contractor's UK website. It should be approved by a director (or equivalent senior leadership) within the Contractor's organisation to demonstrate a clear commitment to emissions reduction at the highest level. The Contractor may wish to adopt the key objectives of the Carbon Reduction Plan within its strategic plans.

[2] Technical Standard can be found at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/991625/PPN_0621_Technical_standard_for_the_Completion_of_Carbon_Reduction_Plans__2_.pdf
[3] Guidance can be found at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/991623/Guidance_on_adopting_and_applying_PPN_06_21___Selection_Criteria___3_.pdf

A template for the Carbon Reduction Plan is set out below. Please complete and publish your Carbon Reduction Plan in accordance with the reporting standard published alongside this PPN.

APPENDIX 2 - CARBON REDUCTION PLAN TEMPLATE

Contractor name: …….

Publication date: …….....

Commitment to achieving Net Zero

[Contractor Name] is committed to achieving Net Zero emissions by 20**[XX]**.

Baseline Emissions Footprint

Baseline emissions are a record of the greenhouse gases that have been produced in the past and were produced prior to the introduction of any strategies to reduce emissions. Baseline emissions are the reference point against which emissions reduction can be measured.

[Instructions to Contractors:
Please provide details of your organisation's baseline emissions below. If your organisation has not previously assessed or reported emissions, please detail this below and use your first reporting period as your Baseline.]

Baseline Year: 20[XX]	
Additional Details relating to the Baseline Emissions calculations.	
[Instructions to Contractors: ***Add commentary regarding your Baseline Emissions as required: e.g. historic baseline which deviates from the requirements under this measure (e.g. no prior Scope 3 emissions reporting), where there is no previous reporting and the creation of a new baseline due to substantial organisational change or restructuring]***	
Baseline year emissions:	
EMISSIONS	**TOTAL (tCO_2e)**
Scope 1	**[XX]**

Scope 2	**[XX]**
Scope 3 **(Included Sources)**	**[XX]**
Total Emissions	**[XX]**

Current Emissions Reporting

Reporting Year: 20[XX]	
EMISSIONS	**TOTAL (tCO_2e)**
Scope 1	**[XX]**
Scope 2	**[XX]**
Scope 3 **(Included Sources)**	**[XX]**
Total Emissions	**[XX]**

Emissions reduction targets

[Instructions to Contractors:

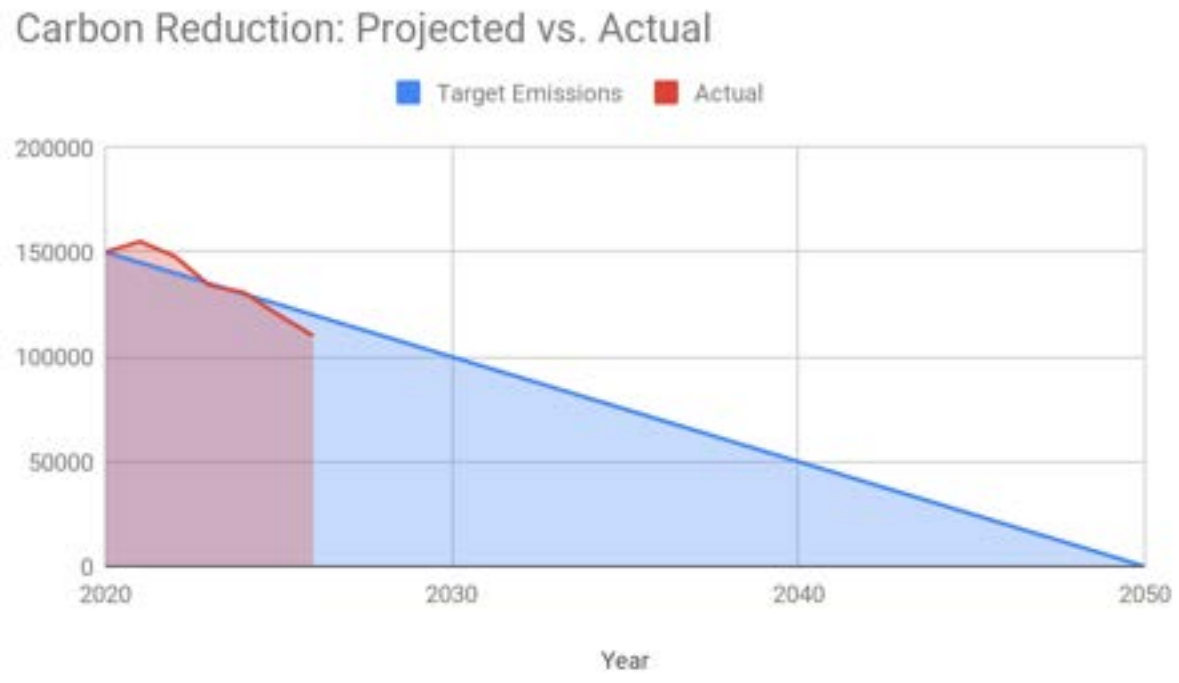
If existing emissions reduction targets are in place for your organisation, please provide details below.

If you have no previous emissions reduction commitment, or if this is your organisation's first carbon footprint, please provide targets for your organisation]

In order to continue our progress to achieving Net Zero, we have adopted the following carbon reduction targets.

We project that carbon emissions will decrease over the next five years to **[XX]** tCO_2e by 20**[XX]**. This is a reduction of **[XX]**%

Progress against these targets can be seen in the graph below:



Carbon Reduction Projects

Completed Carbon Reduction Initiatives

The following environmental management measures and projects have been completed or implemented since the 20**[XX]** baseline. The carbon emission reduction achieved by these schemes equate to **[XX]**tCO_2e, a **[XX]**%ge reduction against the 20**[XX]** baseline and the measures will be in effect when performing the contract

[Instructions to Contractors:

Briefly provide details of some of your completed carbon reduction projects. This is for information only.

This may include environmental management measures such as certification schemes like ISO14001 or PAS 2060, signing up to SBTI or specific measures you have taken such as; the adoption of LED/PIR lighting controls, changes to policy resulting in a reduction in company travel and flights or the electrification of the company fleet.]

In the future we hope to implement further measures such as:

[Instructions to Contractors:

Briefly provide details of some of any likely/proposed future carbon reduction projects. This is for information only.]

Declaration and Sign Off

This Carbon Reduction Plan has been completed in accordance with PPN 06/21 and associated guidance and reporting standard for Carbon Reduction Plans.

Emissions have been reported and recorded in accordance with the published reporting standard for Carbon Reduction Plans and the GHG Reporting Protocol corporate standard[4] and uses the appropriate Government emission conversion factors for greenhouse gas company reporting[5].

Scope 1 and Scope 2 emissions have been reported in accordance with SECR requirements, and the required subset of Scope 3 emissions have been reported in accordance with the published reporting standard for Carbon Reduction Plans and the Corporate Value Chain (Scope 3) Standard[6].

[4] https://ghgprotocol.org/corporate-standard
[5] https://www.gov.uk/government/collections/government-conversion-factors-for-company-reporting
[6] https://ghgprotocol.org/standards/scope-3-standard

This Carbon Reduction Plan has been reviewed and signed off by the board of directors (or equivalent management body).

Completed and signed on behalf of the Contractor:

[REDACTED Section 40 of the FOIA: Personal Information]

APPENDIX 3 – SUSTAINABILITY PLAN TEMPLATE

[REDACTED Section 43 of the FOIA: Commercial Interests]

SCHEDULE 10 – DATA PROCESSING

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	20 October 2023
V3.0	8 December 2023
V4.0	19 December 2024
V5.0	13 January 2025
V6.0	25 February 2025
V7.0	9 May 2025

1 DEFINITIONS

1.1 In this Schedule 10, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Controller"	means as it is defined in the DPA;
"Data Loss Event"	means any event which results, or may result, in unauthorised access to Personal Data held by the Contractor under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;
"Data Map"	means the data map as set out in Appendix 2 to this Schedule 10;
"Data Mapping"	means data flows amongst the parties and associated personal data processing activities undertaken by the Parties, as applicable, which would enable and facilitate the provision of the Services, including without limitation carrying out a DPIA;
"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 Officer"	means the designated individual under Article 37 UK GDPR who is responsible for data protection compliance, including informing and advising on UK GDPR, monitoring compliance, advising on data protection impact assessments and cooperating with the Information Commissioner's Office;
"Data Subject"	means as it is defined in the DPA;
“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;
"DPA"	means the Data Protection Act 2018 as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU

	Exit) Regulations 2019 (as amended by SI 2020 no. 1586);
"**IDTA Addendum**"	means the template Addendum B.1.0 issued by the UK Information Commissioner's Office and laid before the UK Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022;
"**Law Enforcement Purposes**"	means as it is defined in the DPA;
"**Originating Controller**"	means at it is defined in Paragraph 3.3 of this Schedule 10;
"**Permitted Purposes**"	are as specified in Part 1 (or, as the context may require, Part 2) of Appendix 1 to this Schedule 10;
"**Personal Data Breach**"	means as it is defined in the UK GDPR;
"**Processor**"	means as it is defined in the DPA;
"**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;
"**Restricted Country**"	means a country, territory or jurisdiction outside the United Kingdom;
"**Sub-processor**"	means any third-party appointed to process Personal Data on behalf of the Contractor related to the Contract; and
"**UK GDPR**"	means the General Data Protection Regulation (Regulation (EU) 2016/679) as incorporated into UK law under the UK European Union (Withdrawal) Act 2018), and amended in accordance with the Data Protection, Privacy and Electronic Communications

(Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586).

2 GENERAL

2.1 The Parties acknowledge that for the purpose of this Contract, the Authority and each Related Third Party may be a Controller for the purpose of the Data Protection Legislation and, in particular, the Originating Controller (as defined in Paragraph 3.3 (*Data Sharing Obligations*)), as applicable in relation to the Personal Data being processed. For the purpose of this Contract the Authority is appointed to act for and on behalf of itself and the Related Third Parties to provide instructions and to manage the relationship with the Contractor in relation to the provision of the Services and in doing so the processing of Personal Data. Without prejudice to any other term of this Contract, the Related Third Party(s) shall, to the extent applicable, take the benefit of this Schedule 10 and the Contractor acknowledges and agrees that it shall comply with its obligations set out in this Schedule 10 for the benefit of the Authority and each Related Third Party. In respect of any obligation(s) which are required to be performed by the Authority, the Authority shall ensure that the Authority or as applicable the Related Third Party performs such obligation(s). For the avoidance of doubt any Loss suffered or incurred by a Related Third Party due to a breach of this Schedule 10 shall be considered a direct Loss of the Authority and the Authority shall be able to recover the same under and in accordance with the terms of this Contract.

2.2 Each of the Parties including the personnel of each Party (personnel shall include the Staff) will comply with all applicable requirements of the Data Protection Legislation and shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach of Data Protection Legislation. This Paragraph 2.2 (*General*) is in addition to and does not relieve, remove, or replace a Party's obligations under the Data Protection Legislation.

2.3 The Parties shall each process Personal Data. The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Legislation. The Parties agree that they shall be:

(a) joint Controllers (processing the same Personal Data as the other Party (or the Related Third Party) and determining together with the other Party (or the Related Third Party) the means and manner of such processing);

(b) Controllers (acting independently of the other Party (or the Related Third Parties), by way of processing the Personal Data obtained in the course of this Contract for its own purpose, and determining itself the means and manner of such processing); and/or

(c) in some circumstances the Contractor shall act as Processor for and on behalf of the Authority.

The roles of each Party in relation to the Personal Data being processed under and in accordance with this Contract is as set out at Appendix 1. The Data Protection Impact Assessment (**DPIA**) document will be completed during mobilisation.

2.4 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than thirty (30) Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

2.5 The Parties agree to take account of any data sharing agreement, protocol or Authority policy (including without limitation Information Sharing Policy Framework - GOV.UK (www.gov.uk), the Security Policy Framework), issued by the Authority or any Related Third Party or Government Department which provides for the processing and sharing of Personal Data between the Authority, a Related Third Party and each other and the Contractor agrees, where required, the Authority may, at any time on not less than thirty (30) Working Days' notice, amend this Contract to ensure that it complies with any terms of such data sharing agreement, protocol or Authority Policy.

2.6 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

(a) a systematic description of the envisaged processing and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.7 One (1) Month prior to the Services Commencement Date, the Contractor shall provide to the Authority details of how it plans to comply with its obligations under this Schedule 10 and its obligations under Data Protection Legislation, including:

(a) copies of data sharing agreements and all necessary agreements and arrangements and an update as to the status of such agreements and arrangements;

(b) an updated, comprehensive, and fully completed copy of the data map contained at Appendix 2 to this Schedule 10; and

(c) a copy of the fair processing notices the Contractor may be mandated to provide pursuant to Data Protection Legislation and this Schedule 10,

(the "**Data Protection Roadmap**").

2.8 Within thirty (30) Working Days, or such other period as notified by the Authority, of receipt of the Data Protection Roadmap, the Authority shall either confirm its acceptance of the Data Protection Roadmap, or mandate amendments to the Data Protection Roadmap, to the extent required to ensure compliance with the Data Protection Legislation and this Schedule 10. In mandating such changes to the Data Protection Roadmap, the Authority shall act reasonably and in good faith.

2.9 The Contractor shall maintain the Data Protection Roadmap for the duration of the Contract and shall notify the Authority of any proposed changes to the Data Protection Roadmap within five (5) Working Days of proposing such change, following which the process in Paragraph 2.8 shall apply. Regardless of any changes to the Data Protection Roadmap, the Contractor shall be subject to, comply with and give full attention and support to an annual compliance and assurance process, carried out by the Authority. To the extent the Authority is not satisfied with the outcome of such, the Contractor shall allow for audit by the Authority and/or its designated auditor, in respect of compliance with Data Protection Legislation and this Schedule 10.

3 DATA SHARING OBLIGATIONS

3.1 The Parties each acknowledge and agree that they may need to process Personal Data relating to each Party's representatives (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the Services; (b) request and receive the Services; (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Service; (f) confirm identification and security for systems access and (g) comply with their respective obligations.

3.2 Each Party shall process such Personal Data relating to each Party's representatives for the purposes set out in Paragraph 3.1 (*Data Sharing Obligations*) in accordance with their own privacy policies. The Parties acknowledge that they may be required to share Personal Data with their Affiliates, group companies and other relevant parties, in order to carry out the activities listed in Paragraph 3.1 (*Data Sharing Obligations*), and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation. No data by either Party shall be transferred to or shared with a party located in a Restricted Country.

3.3 Save in relation to contact Personal Data processed by the Parties in accordance with Paragraph 3.1 (*Data Sharing Obligations*), where and to the extent the Contractor is acting as a Controller (except as a joint Controller, in which case Paragraph 3.4 shall apply), and processing Personal Data in its provision of the Services and compliance with its obligations under this Contract the conditions set out in this Paragraph 3.3 (*Data Sharing Obligations*) shall apply. For the purpose of this Paragraph 3 (*Data Sharing Obligations*), the Party from whom the Personal Data originates shall also be referred to as the "**Originating Controller**".

(a) The Contractor shall:

(i) only process the Personal Data for the Permitted Purpose (as defined in Part 1 of Appendix 1 to this Schedule 10);

(ii) make due notification to the Information Commissioner's Office (or other such regulatory authority as required by Data Protection Legislation), including in relation to its use and processing of the

Personal Data and comply at all times with the Data Protection Legislation;

(iii) ensure that all fair processing notices have been given to (and/or, as applicable, consents obtained and maintained from) the relevant Data Subjects, and are in accordance with the requirements of the Data Protection Legislation, Authority policies, and/or any templates, guidance, or instructions of the Authority and/or (where applicable) Originating Controller;

(iv) maintain complete and accurate records and information to demonstrate its compliance with this Paragraph 3.3 (Data Sharing Obligations);

(v) prepare and/or support the Authority and/or (where applicable) the Originating Controller in preparing, any Data Protection Impact Assessment prior to commencing any processing;

(vi) ensure that it has in place appropriate Protective Measures including in the case of the Contractor the measures set out in Schedule 7 (Information Security and Assurance) to protect against a Data Loss Event, which the Authority and/or (where applicable) the Originating Controller may reasonably reject (but failure to reject shall not amount to approval by the Authority and/or (where applicable) the Originating Controller of the adequacy of the Protective Measures), having taken account of the:

(A) nature of the data to be protected;

(B) harm that might result from a Data Loss Event;

(C) state of technological development; and

(D) cost of implementing any measures;

(vii) not transfer Personal Data to a Restricted Country unless the prior written consent of the Authority and/or (where applicable) the Originating Controller has been obtained and the following conditions are fulfilled: as

(A) the Contractor has implemented appropriate safeguards in relation to the transfer (in accordance with Article 46 of the UK GDPR)) as determined by the Authority and/or (where applicable) the Originating Controller, including the IDTA Addendum to the appropriate module of the SCCs and any other steps as are required to ensure such a transfer to a Restricted Country complies with Data Protection Legislation;

(B) the Data Subject has enforceable rights and effective legal remedies;

(C) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(D) the Contractor complies with any reasonable instructions notified to it in advance by the Authority and/or (where applicable) the Originating Controller with respect to the processing of the Personal Data;

(viii) subject to Paragraph 3.3(a)(ix) (*Data Sharing Obligations*), notify the Authority and/or (where applicable) the Originating Controller immediately if it:

(A) receives a Data Subject Request (or purported Data Subject Request);

(B) receives a request to rectify, block or erase any Personal Data;

(C) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(D) receives any communication from the Information Commissioner's Office or any other regulatory authority (including a supervisory authority as defined in the Data Protection Legislation) in connection with Personal Data processed under this Contract;

(E) 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

(F) becomes aware of a Data Loss Event;

(ix) following notification to the Authority and/or (where applicable) the Originating Controller pursuant to Paragraph 3.3(a)(viii) and its determination and confirmation to the Contractor whether the Authority or (where applicable) the Originating Controller, or the Contractor shall be the primary point of contact and responder to the request, complaint or communication received pursuant to Paragraph 3.3(a)(viii) (and the Parties shall ensure this is reflected within the relevant fair processing notices provided to Data Subjects) then where the Authority and/or (where applicable) the Originating Controller:

(A) designates the Contractor as the primary point of contact, the Contractor shall provide updates and further information to the Authority and/or (where applicable) the Originating Controller including (where directed by the Authority and/or (where applicable) the Originating Controller) allowing the Authority and/or (where applicable) the Originating Controller to have final oversight and approval of any response, prior to such response being released to the relevant Party;

(B) designates the Authority and/or (where applicable) the Originating Controller as the primary point of contact, the Contractor shall provide all support as necessary within the timescales directed by the Authority and/or (where applicable) the Originating Controller, including providing all Personal Data held by the Contractor in respect of the request, complaint or communication received to the Authority and/or (where applicable) the Originating Controller as soon as practicable and in any event within two (2) days, or as otherwise agreed by the Parties acting reasonably and in good faith;

(x) the Contractor's obligation to notify under Paragraph 3.3(a)(viii) (*Data Sharing Obligations*) shall include the provision of further information

to the Authority and/or (where applicable) the Originating Controller in phases, as details become available. The Contractor shall be the primary point of contact for any communication in respect of the Data Loss Event and: (a) the Contractor shall act quickly to remedy a Data Loss Event and minimise the impact(s) of a Data Loss Event; and (b) the Contractor, the Authority and where relevant the Originating Controller shall work together (acting reasonably and in good faith) to formulate responses, notifications, and other communications in respect of the Data Loss Event;

(xi) take reasonable steps to ensure the reliability of and adequate training of any personnel including Staff who have access to the Personal Data;

(xii) hold the information contained in the Personal Data confidentially; and

(xiii) not do anything which shall damage the reputation of its (if applicable) or the Originating Controller's (or the Authority, where the Authority is not the Originating Controller) relationship with the Data Subjects.

(b) Where acting as a Controller for the purposes of the Personal Data, the Originating Controller shall:

(i) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained), and are sufficient in scope to allow the Originating Controller to disclose the Personal Data to the Contractor in accordance with the Data Protection Legislation and for the purposes set out in the Contract; and

(ii) ensure that all Personal Data disclosed or transferred to, or accessed by, the Contractor is accurate and up to date, as well as adequate, relevant, and not excessive to enable the Contractor to process the Personal Data, for the Permitted Purpose.

(c) For the purposes of Paragraph 3.3(b)(i), at the discretion and instruction of the Authority and/or (where applicable) the Originating Controller, the Contractor shall support the Originating Controller and/or provide on the Originating Controller's behalf, all fair processing notices to the relevant Data Subjects (and/or as applicable, obtain the necessary consents of such Data

Subjects), within a reasonable time frame to be determined and provided by the Authority and/or (where applicable) the Originating Controller.

(d) Each Party warrants, represents and undertakes that it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring the relevant Personal Data (as applicable) to the other Party in accordance with the terms of this Contract.

3.4 Where and to the extent the Contractor is acting as a joint Controller with another party (being the Authority and/or a Related Third Party) the conditions set out in this Paragraph 3.4 (*Data Sharing Obligations*) shall apply.

(a) Each Party shall:

(i) collaboratively ensure that all fair processing notices have been given (and/or, as applicable, consents obtained), and are sufficient in scope to allow the envisaged processing in accordance with the Data Protection Legislation and for the purposes set out in the Contract. For the purposes of this Paragraph 3.4(a)(i) the Authority and/or Related Third Party shall have the final approval and oversight as to whether it or the Contractor is to provide any relevant fair processing notice and/or as applicable, obtain necessary consents, on behalf of both Parties;

(ii) make due notification to the Information Commissioner's Office (or other such regulatory authority as required by Data Protection Legislation), including in relation to its use and processing of the Personal Data and comply at all times with the Data Protection Legislation;

(iii) maintain complete and accurate records and information to demonstrate its compliance with this Paragraph 3.4 (*Data Sharing Obligations*);

(iv) work together (acting reasonably and in good faith) in the preparation of any Data Protection Impact Assessment prior to commencing any processing;

(v) where the Personal Data has been transmitted by it, or is in its possession or control, ensure that it has in place appropriate Protective Measures including in the case of the Contractor the measures set out in Schedule 7 (*Information Security and Assurance*) to protect against a Data Loss Event, having taken account of the:

(A) nature of the data to be protected;

(B) harm that might result from a Data Loss Event;

(C) state of technological development; and

(D) cost of implementing any measures;

(vi) not transfer Personal Data to a Restricted Country unless the prior written consent of the Authority and/or (as applicable) the Related Third Party has been obtained and the following conditions are fulfilled:

(A) the Contractor has implemented appropriate safeguards in relation to the transfer (in accordance with Article 46 of UK GDPR) as determined by the Authority and/or (where applicable) the Related Third Party, including the IDTA Addendum to the appropriate module of the SCCs and any other steps as are required to ensure such a transfer to a Restricted Country complies with Data Protection Legislation;

(B) the Data Subject has enforceable rights and effective legal remedies;

(C) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(D) the Contractor complies with any reasonable instructions notified to it in advance by the Authority and/or (as applicable) the Related Third party with respect to the processing of the Personal Data;

(vii) subject to Paragraph 3.4(b) (*Data Sharing Obligations*) notify the other Party and/or (where applicable) the Related Third Party promptly (and in any event within 24 hours) if it:

(A) receives a Data Subject Request (or purported Data Subject Request);

(B) receives a request to rectify, block or erase any Personal Data;

(C) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(D) receives any communication from the Information Commissioner's Office or any other regulatory authority (including a supervisory authority as defined in the Data Protection Legislation) in connection with Personal Data processed under this Contract;

(E) 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

(F) becomes aware of a Data Loss Event.

(b) Each Party's obligation to notify under Paragraph 3.4(a)(vi) (*Data Sharing Obligations*) shall include the provision of further information in phases, as details become available. Except as set out below in relation to a Data Loss Event the Authority and/or Related Third Party shall determine and confirm to the Contractor whether it or the Contractor shall be the primary point of contact and responder to the request, complaint or communication received pursuant to Paragraph 3.4(a)(vi) (*Data Sharing Obligations*) and the Parties shall ensure this is reflected within the relevant fair processing notices provided to Data Subjects**.** Where the Authority and/or Related Third Party:

(i) designates the Contractor as the primary point of contact, the Contractor shall provide updates and further information to the Authority and/or Related Third Party, including (where directed by the Authority and/ or Related Third Party) allowing the Authority and/or

Related Third Party to have final oversight and approval of any response, prior to such response being released to the relevant Party;

(ii) designates itself as the primary point of contact, the Contractor shall provide all support as necessary within the timescales directed by the Authority and/or Related Third Party, including providing all Personal Data held by the Contractor in respect of the request, complaint or communication received to the Authority and/or Related Third Party as soon as practicable and in any event within five (5) days, or as otherwise agreed by the Parties acting reasonably and in good faith.

The Party who suffered the Data Loss Event shall be the primary point of contact for any communication in respect of the Data Loss Event and: (a) the Contractor shall act quickly to remedy a Data Loss Event (to the extent within its or its Sub-processor's control) and minimise the impact(s) of a Data Loss Event; and (b) the Contractor, the Authority and where relevant the Related Third Party shall work together (acting reasonably and in good faith) to formulate responses, notifications and other communications in respect of the Data Loss Event.

(c) Before further sharing the Personal Data with a third party (including using a Processor or any Sub-processor to process any Personal Data related to this Contract), the Contractor must:

(i) notify the Authority and/ or (where applicable) the Related Third Party in writing of the intended third party (including any Processor and/or Sub-processor) and processing;

(ii) obtain the written consent of the Authority and/ or (where applicable) the Related Third Party;

(iii) enter into a written contract with the third party (including any Processor and/or Sub-processor) which give effect to the terms set out in this Schedule 10 (as applicable); and

(iv) provide the Authority and the Related Third Party with such information regarding the third party as the Authority and the Related Third Party may reasonably require.

(d) The Contractor shall remain fully liable for all acts or omissions of any third party to which it transfers the relevant Personal Data.

(e) If required by the Authority, the Contractor will sign a joint controller agreement (in accordance with the template as set out in Appendix 3, or such template as updated by the Authority from time to time).

4 PROCESSOR OBLIGATIONS

4.1 For the purposes of this Paragraph 4 (*Processor Obligations*), a reference to the "Controller" shall be a reference to the Authority and a reference to the “Processor” shall be a reference to the Contractor.

4.2 Where and to the extent the Contractor is acting as a Processor, the conditions set out in this Paragraph 4 (*Processor Obligations*) shall apply.

4.3 The only processing that the Processor is authorised to do is listed in Part 2 of Appendix 1 to this Schedule 10 by the Controller and may only process Personal Data on the Controller’s documented instructions .

4.4 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

4.5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

4.6 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract shall:

(a) process that Personal Data only in accordance with Part 2 of Appendix 1 to this Schedule 10 unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place appropriate Protective Measures including in the case of the Contractor the measures set out in Schedule 7 (*Information Security and Assurance*) to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Part 2 of Appendix 1 to this Schedule 10);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this Paragraph 4 (*Processor Obligations*), Clause D3 (*Confidential Information*) and Schedule 7 (*Information Assurance and Security*);

(B) are subject to appropriate confidentiality undertakings with the Processor 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 Controller or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection, and handling of Personal Data; and

(E) where the Personal Data is subject to UK GDPR, not transfer Personal Data to a Restricted Country unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(1) the transfer is in accordance with Article 45 of the UK GDPR; or

(2) the Controller and the Processor have implemented appropriate safeguards in relation to the transfer (in accordance with Article 46 of the UK GDPR) as determined by the Controller, including the IDTA Addendum to the appropriate module of the SCCs, and any other steps as are required to ensure such a transfer to a Restricted Country complies with Data Protection Legislation; and

(3) the Data Subject has enforceable rights and effective legal remedies;

(4) the Processor 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 Controller in meeting its obligations);

(5) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and

(6) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

(d) Subject to Paragraph 4.6(e) (*Processor Obligations*), the Processor shall notify the Controller 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's Office or any other regulatory authority (including a supervisory authority as defined in the Data Protection Legislation) in connection with Personal Data processed under this 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.

(e) The Processor's obligation to notify under Paragraph 4.6(d) (*Processor Obligations*) shall include the provision of further information to the Controller in phases, as details become available. The Controller shall either, at its sole election: (a) assume full control of the responses to the events set out in Paragraph 4.6(d) (*Processor Obligations*); or (b) direct the Processor in its response, save where the Processor is required to act quickly and solely within its internal business to minimise the impact(s) of a Data Loss Event.

(f) Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 4.6(d) (*Processor Obligations*) (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

(i) the Controller with full details and copies of the complaint, communication, or request;

(ii) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(iii) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(iv) assistance as requested by the Controller following any Data Loss Event; and

(v) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

(g) The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Paragraph 4 (*Processor Obligations*). This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:

(i) the Controller determines that the processing is not occasional;

(ii) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

(iii) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

(h) The Processor shall allow for audits of its data processing activity by the Controller or the Controller's designated auditor.

(i) Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

(j) Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

(i) notify the Controller in writing of the intended Sub-processor and processing;

(ii) obtain the written consent of the Controller;

(iii) enter into a written contract with the Sub-processor which give effect to the terms set out in this Paragraph 4 (Processor Obligations) such that they apply to the Sub-processor; and

(iv) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

(k) The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

(l) The Controller may, at any time on not less than thirty (30) Working Days' notice, revise this Paragraph 4 (*Processor Obligations*) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (designated as such pursuant to Data Protection Legislation) (which shall apply when incorporated by attachment to this Contract).

5 INDEMNITY

Notwithstanding any other term of the Contract, the Contractor shall indemnify and keep indemnified and hold harmless the Authority or the Related Third Party (as applicable) and from and against all Losses suffered or incurred by the Authority or the Related Third Party (as applicable), including claims and proceedings, arising from any breach of the Contractor's obligations under this Schedule 10.

6 COMPENSATION

6.1 To the extent that the Contractor has an entitlement under Data Protection Legislation to claim from the Authority or a Related Third Party (as applicable) compensation paid by the Contractor to a Data Subject or third party as a result of a breach of Data Protection Legislation (in full or in part) by the Authority or a Related Third Party (as applicable), the Authority or Related Third Party (as applicable) shall be liable only for such amount as directly relates to the Authority's or Related Third Party's (as applicable) responsibility for any damage caused to the relevant Data Subject or third party. For the avoidance of doubt the Authority or Related Third Party (as applicable) shall only be liable to make payment to the Contractor under this Paragraph 6.1 (*Compensation*) upon receipt of evidence from the Contractor,

which shall be to the Authority's or Related Third Party's (as applicable) reasonable satisfaction and that clearly demonstrates:

(a) that the Authority or Related Third Party (as applicable) has breached Data Protection Legislation;

(b) that such breach contributed (in part or in full) to the harm caused entitling the relevant Data Subject or third party to receive compensation in accordance with Data Protection Legislation; and

(c) the proportion of responsibility for the harm caused to the relevant Data Subject or third party which is attributable to the Authority or Related Third Party (as applicable).

APPENDIX 1 - DATA PROTECTION PARTICULARS

PART 1 - SCHEDULE OF DATA SHARING PARTICULARS

Part 1 of Appendix 1 sets out the data sharing particulars to be completed by the Parties, acting reasonably and in good faith.

Description	Details
Identity of Controller for each Category of Personal Data	**The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • Business contact details of Staff . • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Authority (excluding the Staff) engaged in the performance of the Authority's duties under this Contract). • Financial records, Budget records, Procurement records_, each of which may include Staff information such as Pay Roll or billing information. • Staf information including Disciplinary matters, Performance, Grievance, Health
Duration of the processing	For data relating to contact details of Staff, this is likely to be the duration of the Contract together with any period in which the Contractor provides services under the Exit provisions (as set out in Schedule 20 (Exit Management).
Nature and purposes of the processing	The purposes of Processing by the Contractor relate to the following **"Permitted Purposes"**:

	To facilitate the provision of the Services, responding/resolving general queries related to the Services and confirming identification of appropriate personnel for security system access. Staff – for the Contractor to administer/manage Staff and staffing arrangements, and ensure that it has the appropriate personnel engaged to coordinate, administer and provide the Services Staffing / HR information for Prisoner Education Services (Core Education) Provider Staff held on the Contractor's or its Sub-processor's HR systems, potentially accessed through Authority ICT Systems where relevant approval has been provided in writing by the Authority Information Security and Cyber Security teams. The Contractor shall, on request by Authority, promptly provide all staffing or HR information on Staff as the Authority may require, to enable the Authority to determining capacity and effectiveness of the Services and compliance with this Contract (including without limitation) ensuring teachers are appropriately qualified, or to prepare for any replacement service such as a tender process). Staffing -– information required to process Security Vetting to ensure Staff, e.g. teachers, can enter prison Contractor accounts, finance and procurement information (which the Contractor must provide to the Authority promptly on request), including Staff payroll information, to ensure financial viability of the Contract Union membership status of the Staff (which the Contractor must provide to the Authority promptly on request) to ensure appropriate arrangements or entitlements are in place should they transfer to the Authority or a new supplier for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

	Completing Authority-procured screening and assessment tools to understand appropriate educational activity, sequencing and support. For each of the above, the nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
Types of Personal Data	Staff records, including Employment details which may include name, date of birth, qualifications, work email address, work telephone number, job role, title, any applicable work-related ID number, employment history (including number of hours of training/volunteering undertaken), Training details, Disciplinary details. For Security Vetting and PCO Certification see below. N.B. It is required that the Contractor will revisit this section and provide more detail to the Authority including supporting ROPAs as each type of processing is likely have a different lawful basis and this will need splitting out if this is the case. Personal details (including names, date of birth and place of birth) of Staff member as well as details of previous employment and any (spent and unspent) convictions of the Staff member. Financial records, Budget records, Procurement records, each of which may include Staff information such as Pay Roll or billing information including Name, Post Title, Salary NI details etc.

Contract for the Provision of Prisoner Education Services

Categories of Data Subject	The categories of Data Subjects include: Staff and Authority employees.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	All Personal Data Processed by the Authority in connection with the Contract will remain on the Authority's ICT system and will be retained in accordance with the Authority's: (i) Retention Policy and (ii) Records Information Management Policy. All Personal Data Processed by the Contractor or Sub-Contractors in accordance in each case as Controller will only be retained by the Contractor or Sub-Contractor as long as necessary for the Permitted Purposes in this Part 1.
Locations at which the Contractor and/or its Sub-Contractors process Personal Data under this contract	Held securely on secured and assured Authority and Contractor's ICT Systems within the UK.
Protective Measures that the Contractor and, where applicable, its Sub-Contractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data)	All Staff will need to have security approval. The Contractor is required to provide training to all Staff accessing the Personal Data on data protection and security measures. The Contractor is not permitted to transfer or copy any Personal Data for which it is not, prior to the date of the Contract, already a Controller to Contractor or Sub-processor IT systems.

PART 2 - SCHEDULE OF DATA PROCESSING PARTICULARS

1.1 Part 2 of Appendix 1 sets out the data processing particulars to be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule 10 shall be with the Controller at its absolute discretion.

1.2 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.3 Any such further instructions shall be incorporated into this schedule of data processing particulars.

Description	Details
Identity of Controller for each Category of Personal Data	The Parties acknowledge that in accordance with Paragraph 2.3 for the purposes of the Data Protection Legislation, the Authority is the Controller, and the Contractor is the Processor of Personal Data which may include the following: • **Core Prisoner Information:** Name Prisoner ID number/Nomis identifier Age Gender Racial or ethnic origin Sexual orientation Citizen status Philosophical / religious beliefs Date of birth Nationality • **Health data:** Disabilities (if any) Neurodiversity issues (if any) Addiction issues

	Personal data contained in health clearance forms for prisoner post custody employment Mental health information • **Criminal offence data:** Offence length Length of sentence Anticipated release date Custodial behaviour Associations (internal and external) where there is a suspected risk to national security Details regarding court cases Offending history • **Employment Readiness Checklist:** Name Accommodation / address post release Copies of appropriate documentation (e.g. CVs) Bank account information • **Monitoring:** In limited circumstances, information regarding visitors / associates obtained during monitoring activity undertaken via phone calls, correspondence and visits including the name and contact number of such visitor / associate • **Education, employment and skills:** Education history, activity and ability Functional skills Previous courses undertaken and outcomes (completion/achievement) Screening information and outcomes Attendance information Attainment levels/Digital attainment levels

	Training history Language/s spoken Employment history Training experience/s • **Other:** Behavioural concerns Positive outcomes/behaviours Support plans
Duration of the processing	The duration of the Contract together with any period in which the Contractor provides services under the Exit provisions (as set out in Schedule 20 (Exit Management))
Nature and purposes of the processing	The purposes of Processing (which shall be "Permitted Purposes") relate to performance of obligations under the Contract including performance of the Services to allow prisoners (on remand, serving sentences and post custody) to be supported in achieving employment on release from prison. In particular, these include, but are not limited to: **Uploading Personal Data to the Authority's systems** The purpose of Processing relates to the collection of data from prisoners (on remand, serving sentences and post custody) to allow it to be entered into the Authority's digital systems to be used as part of the rehabilitation and resettlement programme, such as to allow for the completion of the Personal Learning Plan developed by the Authority. Within prisoner records that contain personal information including name, age, prisoner identifier number and court case information, the Contractor will process activity attendance and enter case notes onto the system as appropriate potentially covering screening and assessment outcomes, attendance at educational activity, any behavioural concerns of prisoners, educational achievement and positive interactions and behaviour also. To deliver Prisoner/Education - Curious - National database for prisoner education information monitoring prisoner education

	progress and Prisoner Education Services (Core Education) Provider performance. To update mandatory public records on education - Learner records system - database of all learners and their previous attainment levels. To ascertain personal and criminal information for screening and assessment - NOMIS and digital prison system (NOMIS replacement) - National database of offender information. To share medical information that relates to additional learning needs, neurodiversity, stabilisation or otherwise requires the Contractor to tailor services through reasonable adjustments, such as in relation to social care requirements, or provide a support plan. To ascertain personal and criminal information for screening and assessment - Sentence Management Information - OASys / BCST / Categorisation documentation and Parole Reports/Dossiers. To ascertain personal and criminal information for screening and assessment - Core Prisoner Record Information. All this involves collection, recording, storage, use, aggregating, analysing and disclosure by transmission, destruction / deletion of Personal Data. **Retrieval of data from the Authority's digital systems** To allow the Authority and Contractor to retrieve information from the Authority's digital systems to obtain necessary data about the prisoner (on remand, serving sentences) and any, where applicable, relevant third parties. Court case information may be used to understand appropriateness of a course e.g. based on how long left until release. To receive medical information that relates to additional learning needs, neurodiversity, stabilisation or otherwise requires the Contractor to tailor services through reasonable adjustments, such as in relation to social care requirements, or provide a support plan. Limited medical information is provided by the healthcare provider for specific reasons - E.g. Health Clearance Forms for Prison Employment or Activity Allocation / Appropriate Risk

	Assessment / Staff will be made aware that a prisoner is undergoing some form of stabilisation in relation to substance use when such individuals are not fit to undertake screening and assessment. Sentence Management information – Includes Pre-sentence reports, OASys, Parole Reports and Reports for HDC, ROTL and Recategorisation. Identification of individual, offending history and risk factors. May also included sensitive information regarding victims and details of other third parties - i.e. the names, addresses and contact details. This involves collection, use, aggregating, analysing and sharing of reported information, destruction / deletion of Personal Data. **Completion of the Employment Readiness Checklist** To allow the Contractor to complete the Employment Readiness Checklist as developed by the Authority to assist with resettlement and the Probation Services. This involves collection, recording, organisation, storage, use, aggregating, analysis and sharing of reported information, destruction / deletion of Personal Data. **Advancement of opportunities following release** To allow the personal data uploaded onto the Authority's systems to be shared with the relevant third parties as directed by the Authority to assist the prisoners (on remand, serving sentences and post custody) be supported in achieving employment on release. This includes for example, (i) to allow a prisoner to be considered for a place on training courses and (ii) obtaining information about the prisoner to understand previous employment history. This involves collection, sharing, recording, storage, use and review of Personal Data as well as destruction / deletion of Personal Data. **Visitor data** In limited circumstances, third party individuals (e.g. Processor

	Personnel, fellow prisoners on remand / serving sentence or public visitors) that visit the Authority premises to monitor their interactions and inform any appropriate security responses (e.g. suspected risk to national security from terrorism). This involves collection, recording, storage, use and review of Personal Data as well as destruction / deletion of Personal Data and sharing of Personal Data. **Destroying paper records containing the data** To allow for records (such as notes taken in relation to the Personal Learning Plans) are to be securely destroyed in the event that the Contractor cannot access the Authority's ICT System. This involves collection, recording, storage, use and review of Personal Data as well as destruction / deletion of Personal Data and sharing of Personal Data. **Providing security clearance** To undertake suitable vetting and security clearance checks. This involves collection, recording, organisation, structuring, storage, retrieval, consultation, use, disclosure and obtaining and combining Personal Data sets with further Personal Data received from third parties, destruction / deletion of Personal Data. **Case management** To manage a prisoner's case management within the youth justice service (i.e. where they are transferred from a youth custody centre to an adult prison). This involves collection, recording, storage, use and review of Personal Data as well as destruction / deletion of Personal Data and sharing of Personal Data.
Types of Personal Data	The type of Personal Data which is Processed in relation to:

	Uploading Personal Data to the Authority's systems Personal details (name, prisoner ID number, age, date of birth, gender, ethnic origin, language/s spoken, sexual orientation, religious / philosophical beliefs), conviction details (offence type, length of sentence, anticipated date of release, court cases, custodial behaviour), health data (disability, neurodiversity issues, addiction history, ongoing treatment and support, healthcare clearance forms), employment details (employment history, tasks undertaken in previous employment) and sentence management information (pre-sentence reports, OASys Parole reports, HDC reports, ROTL and recategorization, offending history, contact details about third parties / victims). **Retrieval of data from the Authority's digital systems** Personal details (name, prisoner ID number, age, date of birth, gender, ethnic origin, language/s spoken, caring responsibilities), conviction details (offence type, length of sentence, anticipated date of release, court cases, custodial behaviour), health data (disability, neurodiversity issues, addiction history, ongoing treatment and support, healthcare clearance forms), employment details (employment history, tasks undertaken in previous employment), sentence management information (pre-sentence reports, OASys Parole reports, HDC reports, ROTL and recategorization, offending history, contact details about third parties / victims). **Completion of the Employment Readiness Checklist** Personal data collected on the Employment Readiness Checklist (name, personal home / accommodation address following release from prison, bank account details, copies of appropriate documentation e.g. certificates and CVs). **Advancement of opportunities following release** Personal details (name, prisoner ID number, age, date of birth, gender, ethnic origin, sexual orientation) health details (disability, neurodiversity issues, language/s spoken, addiction issues, information contained on health clearance forms), conviction

	details (offence type, length of sentence, anticipated date of release, custodial behaviour, court dates), employment history (previous employment, educational activity, training experience), sentence management information (pre-sentence reports, OASys parole reports, report from HDC, ROTL and re-categorisation, offending history, where applicable third parties impacted). **Visitor data** Personal details about visitors / associates in the prison may include name and contact details (which would include obtaining photo ID, prisoner ID number, telephone number, information about third parties provided through monitoring to prevent risk to national security). **Destroying paper records containing the data** Personal details contained in paper records (which may include name, contact details, etc). **Security clearance** Personal details to undertake security clearance checks of prospective applicants to become Staff (including names, date of birth, place of birth, previous employment convictions (spent and unspent) and national insurance numbers. **Case management** Personal details (name, prisoner ID number, age, date of birth, gender, ethnic origin, sexual orientation) health details (disability, neurodiversity issues, language/s spoken, addiction issues, information contained on health clearance forms) and conviction details (offence type, length of sentence, anticipated date of release, custodial behaviour, court dates).
Categories of Data Subject	The categories of Data Subject include:

	Uploading Personal Data to the Authority's systems Will include the prisoners (either on remand or serving custodial sentences), Authority employees, Staff, any third-party Data Subject associated with a conviction and / or sentence (e.g. victims) and prisoner's previous employers. **Retrieval of data from the Authority's digital systems** Will include the prisoners (either on remand or serving custodial sentences), Authority employees, Staff, any third-party Data Subject associated with a conviction and / or sentence (e.g. victims) and prisoner's previous employers. **Completion of the Employment Readiness Checklist** Will include the prisoners (either on remand or serving custodial sentences), Authority employees, Staff and any third-party Data Subject associated with a prisoner's residency after release (e.g. family members). **Advancement of opportunities following release** Will include the prisoners (on remand, serving sentences and post custody), Authority employees, Staff (e.g. Core Education employees engaged), any third-party Data Subject associated with a prisoner's residency after release (e.g. family members). **Visitor data** Will include the prisoners (either on remand or serving custodial sentences), Authority employees, Staff, members of the UK police (where relevant), prisoner associations within the prison and third-party visitors. **Destroying paper records containing the data** Will include the prisoners (either on remand or serving custodial sentences), Authority employees, Staff.

	Security clearance Will include individuals making an application to become Staff. **Case management** Will include the prisoners (either on remand or serving custodial sentences), Authority employees, Staff, members of the (applicable) UK court system and members of UK police, Crown Prosecution Service and health care workers (where relevant).
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	All Personal Data of which the Authority is the Controller will remain on the Authority's ICT system and will be retained in accordance with the Authority's: (i) Retention Policy and (ii) Records Information Management Policy. All Personal Data of which the Contractor is a Processor will only be retained by the Contractor as long as necessary for the Permitted Purposes stated in this Part 2. All Personal Data Processed by the Contractor or Sub-Contractors in accordance with this Part 2 of Appendix 1 of Schedule 10 of the Contract for which the Contractor is the Controller will only be retained by the Contractor or Sub-Contractor as long as necessary for the specified purpose/s.
Locations at which the Contractor and/or its Sub-Contractors process Personal Data under this contract	Held securely on secured and assured Authority and Controller ICT Systems within the UK.
Protective Measures that the Contractor and, where applicable, its	All Staff will need to have security approval. The Contractor is required to provide training to all Staff accessing the Personal Data on data protection and security measures. The Contractor is not permitted to transfer any Personal Data of which they are not an

Sub-Contractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data)	Independent Controller to Contractor or Sub-processor IT systems.

APPENDIX 2 - DATA MAP

Data Protection Road Map

The intention of the Data Protection Road Map is to set out the different types of Personal Data which the Authority envisages may flow during the course of the Contract (together with a high level of overview of the source of the Personal Data). It is a high-level "view on a page" from the Authority's perspective. The Contractor is required to review this Data Protection Road Map and check: (a) it is accurate; and (b) consider whether any elements are missing. In the event that the Contractor highlights any inaccuracies or omissions these shall be notified to the Authority in writing. The Data Protection Road Map will be reviewed one (1) month prior to the Services Commencement Date by the Contractor to provide any comments and suggested revisions to the Data Map and at regular intervals throughout the Contract and updated as necessary. The Core Education contracts relate to the delivery of Prisoner Education Services in adult prisons and therefore there it is not necessary to consider the data protection relating to children in this Data Protection Road Map.

Compliance and on-going actions

The Contractor shall:
(1) Carry out the actions stated above.

(2) Inform the Authority within 5 Working Days if any proposed changes to the Data Protection Road Map (as further detailed in Paragraph 2.9 of Schedule 10 (Data Processing), including where any changes are proposed to Data Sharing Arrangements/ Agreements, or any changes are proposed in respect of privacy policies or notices (and work with the Authority to implement any suggested changes);

(3) Support the Authority with the drafting, review and provision of any required new privacy policies/ notices to Data Subjects.

(4) Assist the Authority with audits of the data processing in accordance with Paragraph 2.9 of Schedule 10 (Data Processing);

(5) As further detailed in the Contract, inform the Authority immediately on receipt of a request from an individual, a regulator or a third party. This notification should be made to the team / address listed in the Information Requests Policy Framework and any response should be given as per the terms of the Contract.

(6) Inform the Authority immediately of becoming aware of a data breach/ incident in accordance with the Information Security Policy Framework (with a target of under 1 hour). This allows for an operational incident to be managed. The incident is to be reported to the [REDACTED Section 40 of the FOIA: Personal Information] This line is staffed 24/7/365. After the initial call, an incident form shall be completed and sent to: [REDACTED Section 40 of the FOIA: Personal Information]. The Authority emphasises that it expects the Contractor to advise of any issues by telephone first, and will provide advice and guidance in real time, and then make a decision on the significance and if it needs to be escalated.

Private Prisons

At the time of preparing this Data Map the Core Education programme includes 3 privately managed prisons. The contracts between the Authority and the privately managed prisons contain provisions on data processing and therefore these have not been addressed separately in this Data Protection Road Map.

Data Map as of May 2025
[REDACTED Section 40 of the FOIA: Personal Information]

Appendix 3 – Joint Controller Agreement
[REDACTED Section 40 of the FOIA: Personal Information]

SCHEDULE 11 – BUSINESS CONTINUITY AND DISASTER RECOVERY

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025

1 DEFINITIONS

1.1 In this Schedule 11, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule 11;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2(b) of this Schedule 11;
"Business Continuity Services"	has the meaning given to it in Paragraph 4.2(b) of this Schedule 11;
"Contractor's Proposals"	has the meaning given to it in Paragraph 7.3(c) of this Schedule 11;
"Disaster"	means the occurrence of one (1) or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for a period of twenty-four (24) hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2(c) of this Schedule 11;
"Disaster Recovery Services"	the services embodied in the processes and procedures for restoring the provision of Services following the occurrence of a Disaster;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Services following the occurrence of a Disaster;
"Insolvency Continuity Plan"	has the meaning given to it in Paragraph 2.2(d) of this Schedule 11;
"Related Contractor"	any person who provides services to the Authority which are related to the Services from time to time; and
"Review Report"	has the meaning given to it in Paragraph 7.3 of this Schedule 11.

2 BCDR PLAN

2.1 Within thirty (30) Working Days of the Effective Date the Contractor shall prepare and deliver to the Authority for Approval a plan (in accordance with the template as set out in Annex A, or such template as updated by the Authority from time to time), which shall detail the processes and arrangements that the Contractor shall follow to:

(a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services (including where caused by an Insolvency Event of the Contractor, Guarantor and/or any Sub-Contractor); and

(b) the recovery of the Services in the event of a Disaster (**"BCDR Plan"**).

2.2 The BCDR Plan shall be divided into four sections:

(a) Section 1 which shall set out general principles applicable to the BCDR Plan;

(b) Section 2 which shall relate to business continuity (the "**Business Continuity Plan**");

(c) Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**); and

(d) Section 4 which shall relate to an Insolvency Event of the Contractor, Guarantor and/or any Sub-Contractor (the "**Insolvency Continuity Plan**").

2.3 Following receipt of the draft BCDR Plan from the Contractor, the Authority shall review and comment on the BCDR Plan as soon as reasonably practicable and notify the Contractor in writing that it approves or rejects the BCDR Plan no later than twenty (20) Working Days after the date on which they were first delivered to the Authority.

2.4 If the Authority rejects the BCDR Plan, the Authority shall inform the Contractor in writing of its reasons for its rejection and the Contractor shall revise the BCDR Plan (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised BCDR Plan for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.3 and this Paragraph 2.4 shall apply again to any resubmitted BCDR Plan provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

2.5 If the Authority rejects the BCDR Plan two (2) times (not including the initial submission under Paragraph 2.1), in accordance with Paragraph 2.4 and/or the Contractor fails to submit an initial or subsequent draft BCDR Plan, this shall be a Default and the Authority may terminate this Contract in accordance with Clause H3 (*Default*).

3 SECTION 1 OF THE BCDR PLAN - GENERAL PRINCIPLES

3.1 Section 1 of the BCDR Plan shall:

(a) set out how the business continuity, disaster recovery and insolvency continuity elements of the BCDR Plan link to each other;

(b) provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to the Authority by a Related Contractor;

(c) contain an obligation upon the Contractor to liaise with the Authority and any Related Contractors with respect to business continuity, disaster recovery and insolvency continuity where applicable;

(d) detail how the BCDR Plan interoperates with any overarching and/or connected disaster recovery, business continuity, and/or insolvency continuity plan of the Authority and any of its other Related Contractors in each case as notified to the Contractor by the Authority from time to time;

(e) contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels (including but without limitation a website (with FAQs), e-mail and phone) for both portable and desk top configurations, where required by the Authority;

(f) contain a risk analysis, including:

(i) failure or disruption scenarios and assessments of likely frequency of occurrence;

(ii) identification of any single points of failure within the provision of Services and processes for managing those risks;

(iii) identification of risks arising from the interaction of the provision of Services with the services provided by a Related Contractor;

(iv) identification of risks arising from an Insolvency Event of the Contractor and/or any Sub-Contractor; and

(v) a business impact analysis of different anticipated failures or disruptions;

(g) provide for documentation of processes, including business processes, and procedures;

(h) set out key contact details for the Contractor (and any Sub-Contractors) and for the Authority;

(i) identify the procedures for reverting to "normal service";

(j) set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

(k) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and

(l) provide for the provision of technical assistance to key contacts at the Authority as required by the Authority to inform decisions in support of the Authority's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

(a) the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

(b) the adverse impact of any Disaster, service failure, an Insolvency Event of the Contractor and/or any Sub-Contractor, or disruption on the operations of the Authority, is minimised as far as reasonably possible;

(c) it complies with the relevant provisions of ISO/IEC 22301 and all other industry standards from time to time in force; and

(d) it details a process for the management of disaster recovery testing.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations supported by the provision of Services.

3.4 The Contractor shall not be entitled to any relief from its obligations under the Key Performance Indicators or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Contractor of this Contract.

4 SECTION 2 OF THE BCDR PLAN - BUSINESS CONTINUITY

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:

(a) the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and

(b) the steps to be taken by the Contractor upon resumption of the provision of Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.2 The Business Continuity Plan shall:

(a) address the various possible levels of failures of or disruptions to the provision of Services;

(b) set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the "**Business Continuity Services**");

(c) specify any applicable Key Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Key Performance Indicators in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and

(d) clearly set out the conditions and/or circumstances in which the Business Continuity Plan is invoked.

5 SECTION 3 OF THE BCDR PLAN - DISASTER RECOVERY

5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Contractor ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Disaster Recovery Plan shall include the following:

(a) the technical design and build specification of the Disaster Recovery System;

(b) details of the procedures and processes to be put in place by the Contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

(i) the process for conducting a business impact assessment to determine the acceptable length of time of non-availability;

(ii) such procedures and processes as are required to ensure compliance with ISO 22301:2019;

(iii) identification of all potential disaster scenarios;

(iv) risk analysis;

(v) documentation of processes and procedures;

(vi) invocation rules;

(vii) Service recovery procedures;

(viii) steps to be taken upon resumption of the provision of Services to address any prevailing effect of the failure or disruption of the provision of the Services;

(ix) principally in relation to the Contractor's business data collection systems and any other related IT systems required for the delivery of the Services, including:

(A) data centre and disaster recovery site audits;

(B) backup methodology and details of the Contractor's approach to data back-up and data verification;

(C) hardware configuration details;

(D) network planning including details of all relevant data networks and communication links;

(x) any applicable Key Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Key Performance Indicators in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;

(xi) details of how the Contractor shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

(xii) access controls to any disaster recovery sites used by the Contractor in relation to its obligations pursuant to this Schedule 11; and

(xiii) testing and management arrangements.

6 SECTION 4 OF THE BCDR PLAN – INSOLVENCY CONTINUITY PLAN

6.1 The Insolvency Continuity Plan shall be designed by the Contractor to permit continuity of the business operations of the Authority supported by the Services through continued provision of the Services following an Insolvency Event of the Contractor, the Guarantor and/or any Key Sub-Contractor with, as far as reasonably possible, minimal adverse impact.

6.2 The Insolvency Continuity Plan shall include the following:

(a) communication strategies which are designed to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract Key Personnel and/or Key Sub-Contractor;

(b) identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Contractor and Key Sub-Contractors where failure of those dependencies could reasonably have an adverse impact on the Services;

(c) plans to manage and mitigate identified risks;

(d) details of the roles and responsibilities of the Contractor, Guarantor and/or Key Sub-Contractors to minimise and mitigate the effects of an Insolvency Event of such persons on the Services;

(e) details of the recovery team to be put in place by the Contractor (which may include representatives of the Contractor, Guarantor and Key Sub-Contractors); and

(f) sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Contractor.

7 REVIEW AND AMENDMENT OF THE BCDR PLAN

7.1 The Contractor shall review and update the BCDR Plan (and the risk analysis on which it is based):

(a) at its own cost on a regular basis and as a minimum once every six (6) Months;

(b) at its own cost within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 9;

(c) within fourteen (14) days of a Financial Distress Event;

(d) within thirty (30) days of a Change of Control; and

(e) where the Authority requests in writing any additional reviews (over and above those provided for in Paragraph 7.1(a) and 7.1(d) of this Schedule 11) whereupon the Contractor shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Contractor shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The reasonable costs of both Parties of any such additional reviews shall be met by the Authority except that the Contractor shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

7.2 Each review of the BCDR Plan pursuant to Paragraph 7 shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Contractor within such period as the Authority shall reasonably require.

7.3 The Contractor shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a "**Review Report**") setting out:

(a) the findings of the review;

(b) any changes in the risk profile associated with the Services; and

(c) the Contractor's proposals (the "**Contractor's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent the Contractor can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.

7.4 Following receipt of the Review Report and the Contractor's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Contractor's Proposals. If the Parties are unable to agree Review Report and

the Contractor's Proposals within twenty (20) Working Days of its submission, then such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

7.5 The Contractor shall as soon as is reasonably practicable after receiving the approval of the Contractor's Proposals effect any change in its practices or procedures necessary so as to give effect to the Contractor's Proposals. Any such change shall be at the Contractor's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

8 TESTING OF THE BCDR PLAN

8.1 The Contractor shall test the BCDR Plan:

(a) regularly and in any event not less than once in every Contract Year;

(b) where in the opinion of the Authority there has been a major reconfiguration of the Services; and

(c) at any time where the Authority considers it necessary (acting in its sole discretion).

8.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Contractor written notice and the Contractor shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Contractor's costs of the additional test shall be borne by the Authority unless the BCDR Plan fails the additional test in which case the Contractor's costs of that failed test shall be borne by the Contractor.

8.3 The Contractor shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority.

8.4 The Contractor shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

8.5 The Contractor shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:

(a) the outcome of the test;

(b) any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

(c) the Contractor's proposals for remedying any such failures.

8.6 Following each test, the Contractor shall take all measures requested by the Authority to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Contractor, at its own cost, by the date reasonably required by the Authority.

8.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Contractor of any of its obligations under this Contract.

9 INVOCATION OF THE BCDR PLAN

9.1 In the event of a complete loss of service or in the event of a Disaster, the Contractor shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation). In all other instances the Contractor shall invoke or test the BCDR Plan only with the prior consent of the Authority.

9.2 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Contractor:

(a) where an Insolvency Event of a Key Sub-Contractor and/or Affiliate of the Contractor could reasonably be expected to adversely affect delivery of the Services; and/or

(b) where there is an Insolvency Event of the Contractor and the insolvency arrangements enable the Contractor to invoke the plan.

10 FORCE MAJEURE

The Contractor shall not be entitled to relief under Clause I2 (*Force Majeure*) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule 11.

Annex A: BCDR Plan Template

[REDACTED Section 43 of the FOIA: Commercial Interests]

SCHEDULE 12 – CONTRACT MANAGEMENT AND MONITORING

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	24 October 2023
V3.0	8 December 2023
V4.0	17 May 2024
V5.0	13 January 2025
V6.0	8 May 2025

Part A - Contract Management

1 DEFINITIONS

1.1 In this Schedule 12, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"ADP Escalation Process"	means the process outlined in Paragraph 5 of this Schedule 12;
"ADP Template"	means the template appended to Appendix 1 (*ADP Template*) to this Schedule 12, which may be amended by the Authority from time to time;
"Annual Delivery Plan" or "ADP"	has the meaning given to it in Paragraph 2.1 of Part A (*Contract Management*) of this Schedule 12;
"Continuous Improvement Plan"	has the meaning given to in Paragraph 9.3 of Part B (*Performance Management*) of this Schedule 12;
"Improvement Actions"	has the meaning given to in Paragraph 4.3 of Part B (*Performance Management*) of this Schedule 12;
"Improvement Notice"	has the meaning given to in Paragraph 4.1 of Part B (*Performance Management*) of this Schedule 12;
"Improvement Plan"	has the meaning given to in Paragraph 4.3 of Part B (*Performance Management*) of this Schedule 12;
"Outstanding Issues Notice"	has the meaning given to it in Paragraph 5.1 of Part B (*Performance Management*) of this Schedule 12;
"Post Inspection Improvement Plan"	means an Improvement Plan following an inspection from Ofsted as directed by the Authority in accordance with Paragraph 4;
"Provider Performance Report"	means a reporting mechanism through which providers demonstrate their achievements against targets; and
"Rectification Plan"	has the meaning given to it in Paragraph 5.3 of this Schedule 12.

2 ANNUAL DELIVERY PLAN ("ADP")

2.1 The Contractor and the Authority acknowledge and agree that details in respect of the Services to be delivered in each Prison will need to be discussed and agreed and this shall be documented in an Annual Delivery Plan which shall be developed and agreed in accordance with this Schedule 12. As the Services Commencement Date falls during the Authority's Financial Year, the Contractor and the Authority acknowledge and agree the following in relation to the Annual Delivery Plan in connection with this Contract:

(a) in accordance with Paragraph 14.3 of Schedule 21 (*Mobilisation*), the Parties shall enter into an Annual Delivery Plan which commences on the Services Commencement Date and continues for an eighteen (18) Month period until 31 March 2027 ("**Initial Annual Delivery Plan**"); and

(b) with effect from 1 April 2027, the Parties shall enter into an Annual Delivery Plan for each subsequent twelve (12) Month period or such shorter period as may reflect the term of the final Contract Year (each a "**Subsequent Annual Delivery Plan**"),

(together the "**Annual Delivery Plan**" or "**ADP**").

2.2 Each Annual Delivery Plan shall as a minimum include details of:

(a) the education services and courses to be provided including volumes, learner delivery hours and number of learners; according to the categories set out in Schedule 3 (*Charges*) including screening and assessment, accredited and unaccredited courses, additional learning needs;

(b) an annual delivery budget which sets the maximum amount that the Authority shall be obliged to pay in respect of delivery of the Services in the Contract Year to which that Annual Delivery Plan relates, as calculated in accordance with Paragraph 2;

(c) where appropriate, details of the qualification towards which Learners will be working and the name of the Common Awarding Organisation whose qualification will be used;

(d) any library services to be provided, including opening hours, staff coverage and stock replacement and refresh details; and

(e) any other information as the Authority may reasonably request or as set out within any guidance that the Authority issues in connection with the preparation of Annual Delivery Plans from time to time.

3 TIMESCALES FOR ADP

3.1 In respect of the Subsequent Annual Delivery Plans, each Contract Year commencing in Contract Year 2, the following steps shall be implemented in sequence to finalise the Annual Delivery Plan for each Prison:

(a) The Authority shall commission the learner needs analysis for completion by each Prison by 31 August.

(b) The Contractor shall prepare an initial draft of the Subsequent Annual Delivery Plan for each Prison which will be discussed at the Annual Delivery Plan Planning Board by 30 September.

(c) The Contractor and the Authority shall agree the volumes of Learner Delivery Hours for each Prison and the Contractor shall provide an updated budget template to the Authority by 31 October.

(d) The Contractor and the Authority in collaboration with each Prison shall agree the final Subsequent Annual Delivery Plan for each Prison by 31 December. Once agreed, the final Subsequent Annual Delivery Plan for each Prison shall be approved at the Annual Delivery Plan Planning Board. If the final Subsequent Annual Delivery Plan for any Prison has not been agreed by 31 December, it shall be referred to the ADP Escalation Process.

(e) The Authority shall seek budgetary approval for each Subsequent Annual Delivery Plan once it has been agreed by the Annual Delivery Plan Planning Board. If a Subsequent Annual Delivery Plan does not receive budgetary approval, it shall be referred to the ADP Escalation Process.

3.2 Each Annual Delivery Plan should be completed using the template in Appendix 1 (*ADP Template*). The ADP Template may be amended by the Authority from time to time as notified to the Contractor.

3.3 In developing the Annual Delivery Plans, the Authority and the Contractor will agree a reasonable estimate of the effect on the Charges of indexation under Paragraphs 9.2 to 9.8 of Schedule 3 (*Charges*). Following completion of the indexation process the Authority and the Contractor will agree any consequential adjustments to the Annual Delivery Plans in accordance with Paragraph 3.4 below to reflect the actual Charges for any Contract Year commencing on or after 1 April 2026.

3.4 The Authority and the Contractor may agree changes to an Annual Delivery Plan within the Contract Year or during the period in which the Initial Annual Delivery Plan is in effect (each as may be applicable from time to time) by exception at the Provider Quarterly Performance Meeting. Any agreed changes

at the meeting or subsequently will be recorded in writing in an updated version of the applicable Annual Delivery Plan. Where the Authority requires changes then the Contractor shall consider them in good faith and the Contractor will use all reasonable endeavours to include any substantive changes requested by the Authority in the applicable Annual Delivery Plan. For the avoidance of doubt, all Annual Delivery Plan changes must be agreed and documented by the Authority's Representative prior to actioning any changes to the curriculum or changes to delivery of programmes of study at any prison.

3.5 The Authority may vary subject categories in aggregate by ten per cent (10%) of the total volume of Learner Delivery Hours (specified in the previous Annual Delivery Plan agreed between the Parties for any Contract Year subsequent to Contract Year 2 (ending on 31 March 2027)). This can be made up of new subject categories (not previously used) or increased volumes of subject categories already used (and compensated for through a reduction in volume of other subject categories). No additional cost (other than paying through the normal process the price per Learner Delivery Hours specified for the respective subject category in Schedule 3 (*Charges*)) will be incurred to the Authority in this scenario, provided that this is agreed through the Annual Delivery Plan process and concluded at least three (3) Months before the start of the relevant new Contract Year.

3.6 Where the Authority exceeds ten per cent (10%) change referred to above, and the Contractor notifies the Authority's Representative of this prior to final approval of the Annual Delivery Plan, the Contractor may enact change protocols in accordance with Schedule 4 (*Change Control Procedure*).

4 ANNUAL DELIVERY BUDGETS

4.1 The Contractor agrees that the Annual Delivery Budget included in an Annual Delivery Plan for a Contract Year shall not be higher than the amount notified by the Authority to the Contractor from time to time.

4.2 Unless otherwise agreed in writing between the Parties, the Aggregate Annual Delivery Budget in respect of the second and following Contract Years shall not vary by more than five per cent (5%) (increase or decrease) compared to the Aggregate Annual Delivery Budget agreed in relation to the previous Contract Year and by no more than ten per cent (10%) (increase or decrease) in aggregate during the Initial Term.

4.3 The Parties acknowledge and agree that for the purposes of calculating the maximum variation in the Annual Delivery Budget between Contract Years (starting from the commencement of the third Contract Year (1 April 2027)): (i) the amount of any Mobilisation Payment (as defined in Schedule 3 (*Charges*)); and (ii) the effect of rebasing and indexation in accordance with Paragraph 9 of Schedule 3 (*Charges*), shall be ignored where they have been included (if at all) in any Annual Delivery Budget.

5 ADP ESCALATION PROCESS

5.1 Without prejudice to the Dispute Resolution Procedure, where the Parties are unable to agree a final version of an Annual Delivery Plan and associated Annual Delivery Budget by 31 December 2026 and each year thereafter, the Contractor shall produce a short business case setting out:

(a) the service line(s) and applicable points in dispute (service, course, hours, number of learners etc.);

(b) the reason(s) for dispute;

(c) detail of the discussion / negotiation that occurred during the relevant Annual Delivery Plan Planning Board;

(d) detail of any alternative service line(s) within the appropriate service line category, for the proposals discussed during the Annual Delivery Plan Planning Board, including outcomes; and

(e) an alternative service line(s) within the appropriate service line category.

5.2 The business case shall be submitted by the Contractor to the Authority within five (5) Working Days following completion of the Annual Delivery Plan Planning Board on or around 31 December.

5.3 Following receipt of a business case, the Authority's Representative may request contribution from any participant of the Annual Delivery Plan Planning Board and any other relevant stakeholders such as the Authority's Finance, Commercial & Contract Management Directorate to ensure that the Authority is fully informed to consider the case. Within five (5) Working Days of receipt of the business case the Authority representative(s) shall, acting reasonably, either approve or reject the business case and provide comments to the Contractor where it is rejected.

5.4 The Contractor shall incorporate such comments into a revised Annual Delivery Plan and shall resubmit with a revised budget template to the Authority within five (5) Working Days. The Parties shall use reasonable endeavours to agree the contents of the revised Annual Delivery Plan. If the Parties are still unable to agree, the matter will be referred to the Escalation Board (as more particularly described in Schedule 13 (*Governance)*).

5.5 If the Parties are unable to agree the contents of the business case and revised Annual Delivery Plan, then such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

PART B - PERFORMANCE MANAGEMENT

1 INTRODUCTION

The Authority shall measure the Contractor's performance in the delivery of the Services:

(a) in accordance with Schedule 14 (*Key Performance Indicators*), against the Key Performance Indicators ("**KPIs**") in respect of each Prison within the Lot; and

(b) in accordance with this Schedule 12 and Schedule 22 (*Reporting Requirements*), through the Management Information and Reports.

2 PERFORMANCE REPORTING

2.1 The Contractor shall, using the Authority's ICT System, collect and maintain a record of all data required to calculate the Contractor's performance against the Key Performance Indicators for each Quarter.

2.2 The Contractor shall also collect and maintain a record of all data required to monitor the Management Information. This data shall be made available to the Authority at the frequency set out in Schedule 22 (*Reporting Requirements*), or on request by the Authority from time to time.

2.3 The Contractor shall submit to the Authority:

(a) at least five (5) Working Days prior to each Monthly Contract Review Meeting, monthly Provider Performance Reports to the Authority; and

(b) at least five (5) Working Days prior to each Quarterly Contract Review Meeting, quarterly Provider Performance Reports to the Authority.

2.4 In relation to each Provider Performance Report, the Contractor shall:

(a) provide the report each Month or quarterly during the Term and thereafter until all transactions relating to this Contract have permanently ceased;

(b) use a template provided by the Authority and shall:

(i) set out the Contractor's actual performance against the Contract, including a statement of the Contractor's performance against each of the relevant KPIs;

(ii) identify any occurrences of reduced performance, with the Contractor's assessment of the reasons for such occurrences and actions being taken to resolve; and

(iii) include any information:

(A) as reasonably requested by the Authority from time to time; and/or

(B) which the Contractor considers it relevant to share.

2.5 The Authority shall, from time to time, validate and quality assure the data that the Contractor records and reports on the Authority's ICT System.

3 REDUCED PERFORMANCE

The Contractor shall comply with the provisions in Clause F1 (*Contract Performance*).

4 IMPROVEMENT NOTICES AND IMPROVEMENT PLAN

4.1 If the Authority considers (acting reasonably) that:

(a) any instances of reduced performance by the Contractor fall below the Authority's required standard, including a KPI score lower than 3 for any KPI;

(b) the Contractor has failed to meet any of its obligations under this Contract; and/or

(c) in relation to the Joint Collaboration Plan and the relevant process outlined in Paragraph 6 of Schedule 24 (*Collaboration*), the Contractor is not participating, collaborating or meeting the actions or outputs to a satisfactory level,

then it may issue an improvement notice ("**Improvement Notice**"). An Improvement Notice may relate to any aspect of the provision of the Services whether or not it is related to the Key Performance Indicators or Management Information.

4.2 An Improvement Notice shall include:

(a) details of the reduced performance or the nature of the occurrence of the Defaults; and

(b) any supporting information which the Authority considers to be relevant.

4.3 Within twenty (20) Working Days of the date of issue of an Improvement Notice the Contractor shall deliver to the Authority a plan ("**Improvement Plan**") in respect of the relevant failures stated in the Improvement Notice, which shall:

(a) provide an explanation of the causes of the reduced performance;

(b) identify the actions (the "**Improvement Actions**") needed to remedy the reduced performance identified in the Improvement Notice and prevent its re-occurrence;

(c) set out:

(i) the Contractor's proposals for carrying out the Improvement Actions;

(ii) a programme for undertaking such actions; and

(iii) the date by which such actions will be completed;

(d) identify any actions or consents required from the Authority to facilitate the Contractor's remedial actions (where these activities do not form part of the Contractor's obligations under this Contract);

(e) not increase cost or risk to the Authority; and

(f) propose criteria for the purpose of auditing completion of the remedial actions and resolution of the poor performance (to include an appropriate period of time to monitor the stability of the resolution).

4.4 Following receipt of an Improvement Plan, the Authority may (acting reasonably):

(a) agree it; or

(b) reject it and require the Contractor to submit a revised Improvement Plan within five (5) Working Days of such rejection (or such other time as may be agreed by the Parties in writing).

4.5 The Contractor shall implement all the Improvement Actions by the date specified in the Improvement Plan at no cost to the Authority.

4.6 An Improvement Plan shall remain open until the Improvement Actions identified in it have been completed in accordance with the agreed Improvement Plan to the Authority's satisfaction, whereupon it shall be closed.

4.7 The Authority may request a meeting with the Contractor to discuss progress against any open Improvement Plan by giving not less than two (2) Working Days' notice to the Contractor.

5 RECTIFICATION

5.1 Where:

(a) the Contractor fails to submit an Improvement Plan in accordance with Paragraph 8.3 and/or fails to submit revised Improvement Plan in accordance with Paragraph 4 (*Improvement Notices and Improvement Plan*) or the revised Improvement Plan is in the Authority's reasonable opinion unacceptable;

(b) 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 as described in Paragraph 4 (*Improvement Notices and Improvement Plan*); or

(c) the Improvement Actions in an Improvement Plan are not completed by the date specified or to the Authority's satisfaction in accordance with Paragraph 4 (*Improvement Notices and Improvement Plan*),

the Authority may issue a notice ("**Outstanding Issues Notice**") to the Contractor.

5.2 If an Outstanding Issues Notice is issued the Authority may at its sole discretion:

(a) agree an extension to the Improvement Plan;

(b) agree a revised Improvement Plan; or

(c) issue a notice in respect of such issues.

5.3 Following receipt of a notice under Paragraph 5.2(c), the Contractor shall within ten (10) Working Days of the date of its issue (or such other time as may be agreed by the Parties in writing) provide a rectification plan which shall set out the Contractor's proposals for carrying out the actions necessary to ensure that the issues identified in the Outstanding Issues Notice are rectified and do not re-occur and a programme for undertaking such actions and the date by which they will be completed (the "**Rectification Plan**").

5.4 On receipt of a Rectification Plan the Authority may:

(a) agree it; or

(b) reject it and require the Contractor to submit a revised Rectification Plan within five (5) Working Days of such rejection (or such other time as may be agreed by the Parties in writing).

5.5 If:

(a) the Contractor fails to submit a revised Rectification Plan in accordance with Paragraph 5.4(b) (*Rectification*); or

(b) the revised Rectification Plan is in the Authority's reasonable opinion unacceptable; or

(c) within twenty (20) Working Days (or to an alternative deadline agreed with the Authority) of a Rectification Plan (or a revised Rectification Plan) being agreed the Contractor fails to carry out and complete the actions in accordance with the Rectification Plan programme, or in the Authority's reasonable opinion fails to make substantial progress with the actions,

the Authority may in its sole discretion:

(i) agree an extension to the time for carrying out and completing the Rectification Plan;

(ii) agree a revised Rectification Plan; or

(iii) determine the Contractor's default to be an unremediable Default and apply the remedies available to it under the Contract.

6 PERFORMANCE RECORDS

6.1.1 The Contractor shall keep appropriate documents and records in relation to the Services being delivered. The Contractor shall provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Contractor shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

6.1.2 In addition to the requirement in Paragraph 6.1.1 to maintain appropriate documents and records, the Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Contractor both before and after the Services Commencement Date and the calculations of the amount of Withheld Performance Incentive Payments (under Schedule 3 (*Charges*)) for any specified period.

6.1.3 The Contractor shall ensure that any performance records and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule 12 and/or and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

7 PERFORMANCE VERIFICATION

The Authority reserves the right to verify the Services and the Contractor's performance under this Contract against the Key Performance Indicators.

8 OFSTED INSPECTION OUTCOMES

8.1 A similar performance management and rectification process will apply with regard to any Ofsted inspections and outcomes.

8.2 Where Ofsted have inspected a Prison's education provision and raised a formal concern or made a recommendation in their report about the Services, the Authority will inform the Contractor of the Post Ofsted Inspection Action Plan then the Contractor shall prepare a Post Inspection Improvement Plan in accordance with Paragraph 4 above in respect of such concern or recommendation.

8.3 The requirement to provide a Post Inspection Improvement Plan in such circumstances shall arise upon the date the Contractor is informed of the Ofsted formal concern or recommendation by the Authority.

8.4 The Contractor shall ensure that the Post Inspection Improvement Plan addresses any formal concerns or recommendations made by Ofsted which relate to the Services being provided by the Contractor.

9 CONTINUOUS IMPROVEMENT

9.1 The Contractor shall, throughout the Term, identify new or potential improvements to the provision of the Services with a view to reducing the Authority's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Authority.

9.2 The Contractor shall adopt a policy of continuous improvement in relation to the Services pursuant to which it will regularly review with the Authority the Services and the manner in which it is providing the Services with a view to reducing the Authority's costs (including the Charges) and/or improving the quality and efficiency of the Services. The Contractor and the Authority will provide to each other any information which may be relevant to assisting in fulfilling these objectives.

9.3 Without limiting Paragraph 9.1, the Contractor shall produce prior to the start of the second (2nd) Contract Year (which, for the avoidance of doubt, shall commence on expiry of Contract Year 1) and prior to the start of each subsequent Contract Year thereafter during the Term a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Authority's Approval. The Continuous

Improvement Plan shall accompany and be produced to the same timetable as the Annual Delivery Plan referred to in this Schedule 12 provided that in respect of the:

(a) Initial Annual Delivery Plan, the Contractor shall produce this prior to the start of the second (2nd) Contract Year (which, for the avoidance of doubt, shall commence on expiry of Contract Year 1); and

(b) Subsequent Annual Delivery Plan, the Contractor shall produce this prior to the start of the third (3rd) Contract Year (which, for the avoidance of doubt, shall commence on expiry of Contract Year 2),

each as may be applicable from time to time.

9.4 The Continuous Improvement Plan shall include, as a minimum, proposals in respect of the following:

(a) identifying the emergence of relevant new and evolving technologies;

(b) changes in business processes of the Contractor or the Authority and ways of working that would provide cost savings and/or enhanced benefits to the Authority (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

(c) new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;

(d) measuring and reducing the sustainability impacts of the Contractor's operations and supply-chains pertaining to the Services, and identifying opportunities to assist the Authority in meeting their sustainability objectives; and

(e) any consequent or enabling changes that will be required in order to facilitate the Contractor's proposals including changes that will need to be made by the Authority or any third parties.

9.5 The Authority shall notify the Contractor of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Contractor shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it shall constitute the Continuous Improvement Plan for the purposes of this Contract.

9.6 The Contractor shall provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Contractor shall provide any further information as requested.

9.7 If the Authority wishes to incorporate any improvement into this Contract, it shall request a Change in accordance with Schedule 4 (*Change Control Procedure*) and the Contractor shall implement such Change at no additional cost to the Authority.

9.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 9.5:

(a) the Contractor shall use all reasonable endeavours to implement any agreed Services in accordance with the Continuous Improvement Plan; and

(b) the Parties shall meet as soon as reasonably possible following the start of each Quarter (or as otherwise agreed between the Parties) to review the Contractor's progress against the Continuous Improvement Plan.

9.9 The Contractor shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the second (2nd) Contract Year which, for the avoidance of doubt, shall commence on expiry of Contract Year 1) in accordance with the procedure and timescales set out in Paragraph 9.3.

9.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

9.11 Should the Contractor's costs in providing the Services to the Authority be reduced as a result of any changes implemented, all of the cost savings (net of the cost of change or implementation) shall be passed on to the Authority by way of a consequential and immediate reduction in the Charges for the Services.

APPENDIX 1 – ANNUAL DELIVERY PLAN ("ADP") TEMPLATE

[REDACTED Section 43 of the FOIA: Commercial Interests]

SCHEDULE 13 – GOVERNANCE

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	27 October 2023
V3.0	8 December 2023
V4.0	13 January 2025
V5.0	18 June 2025

1 DEFINITIONS AND INTERPRETATION

1.1 In this Schedule 13, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"**Annual Contract Review Meeting**"	means a meeting to review performance of this Contract including against all KPIs for the full Contract Year.
"**Annual Delivery Plan Planning Board**"	means the board as detailed in Paragraph 9 and Annex A (*Governance Groups Details*).
"**Authority Group Member**"	means representatives of the Authority who will attend the Governance Groups identified in Annex A (*Governance Groups Details*).
"**Authority's Representative**"	means the Authority's Contract Manager or member of the contract management team.
"Biannual Supplier Relationship Management Board"	means the board as detailed in Paragraph 9 and Annex A (*Governance Groups Details*) to this Schedule 13.
"Careers Information Advice and Guidance ("CIAG")"	means the provision of impartial and high-quality careers information advice and guidance in the Prison that will help Prisoners to realise their career aspirations, map pathways of education, skills and work and set specific, measurable, achievable, realistic and time-bound (**"SMART"**) goals and measure subsequent goals accordingly.
"Collaboration Forums"	means the forums as detailed in Paragraph 11 and Annex A (*Governance Groups Details*) to this Schedule 13.

"Contractor's Representative"	means the individual appointed in according with Paragraph 3.2;
"Escalation Board"	means the board as detailed in Paragraph 8 and Annex A (*Governance Groups Details*) to this Schedule 13.
"Establishment Level Quality Improvement Group"	means Quality Governance Groups and Collaboration Forums of the same name as detailed in Paragraphs 11 and 12 and Annex A to this Schedule 13.
"Establishment Operational Performance Meeting"	means the meeting as detailed in Paragraph 5 and Annex A (*Governance Groups Details*) to this Schedule 13.
"**Governance Groups**"	means those groups listed in Paragraph 4 of this Schedule 13.
"**Group Meetings**"	has the meaning given to it in Paragraph 4.8 of this Schedule 13.
"**Group Members**"	means the Authority Group Members, Contractor Group Members and Other Group Members of the Governance Groups as set out in Annex A (*Governance Groups Details*).
"**HMIP**"	means HM Inspectorate of Prisons.
"Library"	means the building or room on the estate which contains a collection of books, periodicals, films and recorded music for use of borrowing by the prisoners to support their training and education.
"Lot Level Quality Improvement Group"	means the quality governance processes as detailed in Paragraph 12 and Annex A (*Governance Groups Details*) to this Schedule 13.

"Monthly Contract Review Meeting"	means the meeting as detailed in Paragraph 6 and Annex A (*Governance Groups Details*) to this Schedule 13.
"New Futures Network"	means the specialist part of the Authority that brokers partnerships between prisons and employers.
"**OFSTED**"	means the Office for Standards in Education, Children's Services and Skills.
"**OSAG**"	means the Operational and System Assurance Group.
"Other Group Members"	means members (that are not Authority Group Members or Contractor Group Members) as determined by the Authority who may also be included in the Collaboration Forums and the Quality Governance Groups. For example, providers of Careers Information Advice and Guidance will be required to attend Establishment Level Quality Improvement Group and Collaboration Forum.
"PES Steward"	means the Authority lead role for PES; the person who is ultimately accountable for PES and will hold strategic oversight of all aspects of PES.
"Post Ofsted Inspection Action Plan"	means a plan containing actions following an OFSTED inspection and there is a formal concern or recommendation about the Services. See Schedule 12 (*Contract Management and Monitoring*) for information and details on the processes for Ofsted inspection outcomes.

"**Quality Governance Groups**"	means those groups as detailed in Paragraph 12 of this Schedule 13.
"**Quality Improvement Group Meetings**"	means the Establishment Level Quality Improvement Group and Lot Level Quality Improvement Group.
"**Quality Improvement Plan**"	means a plan created by the Prison using evidence gathered from the variety of quality assurance activities and Quality Improvement Group Meetings to identify key priorities for improvement.
"Quarterly Contract Review Meeting"	means the meeting as detailed in Paragraph 7 and Annex A (*Governance Groups Details*) to this Schedule 13.

2 INTRODUCTION AND PURPOSE

2.1 This Schedule 13 describes the approach to governance arrangements to be adopted by the Parties in meeting the requirements of this Contract.

2.2 The governance approach includes:

(a) how the Parties will manage the relationship between them; and

(b) the specific governing structures under which the Parties will operate.

3 REPRESENTATIVES

3.1 Authority's Representative

(a) The Authority shall appoint an individual to exercise the Authority's Representative role pursuant to this Paragraph 3.1.

(b) The Authority's Representative shall exercise the functions and powers of the Authority in relation to this Contract which are identified in this Contract as functions or powers to be carried out by the Authority's Representative. The Authority's Representative shall also exercise such other functions and powers of the Authority under this Contract as may be notified to the Contractor from time to time.

(c) The Authority's Representative shall be entitled at any time, by notice to the Contractor, to authorise any other person to exercise the functions and powers of the Authority delegated to the Authority's Representative

pursuant to this Paragraph 3.1, either generally or specifically. Any act of any such person shall, for the purposes of this Contract, constitute an act of the Authority's Representative and all references to the "**Authority's Representative**" in this Contract (apart from this Paragraph 3.1(c)) shall be taken as references to such person so far as they concern matters within the scope of such person's authority.

(d) The Authority may by notice to the Contractor change the Authority's Representative. Such change shall have effect on the date specified in the written notice (which date shall, other than in the case of emergency, be such date as will not cause material inconvenience to the Contractor in the execution of its obligations under this Contract).

(e) During any period when no Authority's Representative has been appointed (or when the Authority's Representative is unable through illness, incapacity or any other reason whatsoever to carry out or exercise his or her functions under this Contract) the Authority shall carry out the functions which would otherwise be performed by the Authority's Representative.

(f) Except where notified in writing by the Authority before such act or instruction, the Contractor and Contractor's Representative shall be entitled to treat any act or instruction of the Authority's Representative which is authorised by this Contract as being expressly authorised by the Authority and the Contractor and the Contractor's Representative shall not be required to determine whether authority has in fact been given.

(g) Except where notified in writing by the Authority before such act or instruction, the Contractor and Contractor's Representative shall not be entitled to treat any act or instruction of the Authority's Representative or any other officer, employee or other person engaged by the Authority which is not authorised by this Contract as being authorised by the Authority and shall be required to determine by notice to the Authority whether an express authority has in fact been given.

3.2 Contractor's Representative

(a) The Contractor shall appoint an individual to exercise the Contractor's Representative role pursuant to this Paragraph 3.2.

(b) The Contractor's Representative shall have full authority to act on behalf of the Contractor for all purposes of this Contract. Except as previously notified in writing before such act by the Contractor to the Authority, the Authority and the Authority's Representative shall be entitled to treat any act of the Contractor's Representative in connection with this Contract as being expressly authorised by the Contractor and the Authority and

the Authority's Representative shall not be required to determine whether any express authority has in fact been given. All references to the "Contractor's Representative" in this Contract shall be taken as references to such person so far as they concern matters within the scope of such person's authority.

(c) The Contractor may by notice to the Authority, change the Contractor's Representative. Where the Contractor wishes to do so it shall, by written notice to the Authority, propose a substitute representative, taking account of the need for liaison and continuity in respect of this Contract. Such appointment shall be subject to the Approval of the Authority (not to be unreasonably withheld or delayed).

3.3 Appointment of Representatives

At any time, the Authority may appoint more than one Authority's Representative and the Contractor may appoint more than one Contractor's Representative provided in each case the appointer provides written confirmation to the Contractor or Authority as appropriate of the extent of its representative's authority. It is intended that each Authority Group Member has at all times a counterpart Contractor Group Member of equivalent seniority and expertise.

3.4 Management of the Services

Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives, and specific provisions of this Contract can be fully realised.

4 GOVERNANCE GROUPS

Establishment and structure of the Governance Groups

4.1 The Governance Groups are the Establishment Operational Performance Meeting, Monthly Contract Review Meeting, Quarterly Contract Review Meeting, Escalation Board, Biannual Supplier Relationship Management Board, Collaboration Forums, Establishment Level Quality Improvement Group and Lot Level Quality Improvement Group, as set out at Paragraphs 5 to 11 below (together 'the **Groups**' and each 'the **Group**'). Each Group shall be established by the Authority for the purposes of this Contract on which both the Contractor and the Authority shall be represented.

4.2 In relation to each of the Groups, the:

(a) Authority Group Members;

(b) Contractor Group Members;

(c) Other Group Members;

(d) frequency that the Group shall meet (unless otherwise agreed between the Parties);

(e) location of the Group's meetings (unless otherwise agreed between the Parties); and

(f) planned start date by which the Group shall be established,

are set out in Annex A (*Governance Groups Details*).

4.3 In the event that either Party wishes to replace any of its appointed Group Members, that Party shall notify the other Party in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed).

4.4 For the avoidance of doubt, the Authority shall not be prevented from making decisions or reaching agreement by processes and means provided for elsewhere in this Contract, as a result of the governance arrangements set out in this Schedule 13.

4.5 The Parties agree that the implementation of the governance structures and processes set out in this Schedule 13 (and any changes to these governance structures and processes agreed between the Parties) will not result in any increase in the Charges payable under this Contract.

4.6 In addition to the Groups, working groups may be set up to enable specific issues to be resolved and brought to the Groups for decision making/implementation.

4.7 The Contractor shall also attend any other meetings as required by the Authority, including (without limitation) digital and data governance meetings.

Governance Group meetings

4.8 Each Party shall ensure that its Group Members shall make all reasonable efforts to attend meetings of the Groups (the "**Group Meetings**") at which that Group Member's attendance is required. If any Group Member is not able to attend a Group Meeting, that person shall ensure that:

(a) a delegate attends the relevant Group Meeting in their place who (wherever possible) is of appropriate seniority and is properly briefed and prepared; and

(b) that they are debriefed by such delegate after the Group Meeting.

4.9 A chairperson shall be appointed by the Authority for each Group as identified in Annex A (*Governance Groups Details*) or as appointed by the Authority in due course. The chairperson and the vice chairperson shall be responsible for:

(a) scheduling Group Meetings;

(b) setting the agenda for Group Meetings and circulating this and any relevant papers to all attendees in advance of such meetings, with a minimum of 5 Working Days;

(c) chairing the Group Meetings;

(d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Group Meetings;

(e) ensuring that minutes for Group Meetings are recorded and disseminated electronically to the appropriate persons and to all Group meeting participants within 5 Working Days after the Group Meeting, or prior to the next Group Meeting, whichever comes first; and

(f) facilitating the process or procedure by which any decision agreed at any Group Meeting is given effect in the appropriate manner.

4.10 The Parties shall ensure, as far as reasonably practicable, that the Groups shall resolve the issues and achieve the objectives placed before them. Each Party shall ensure that Group Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this subject to the overarching principle, a decision properly reached by a Group in accordance with this Schedule 13 that falls within the remit of that Group will be binding on both Parties. The overarching principle is that no Group has the power or authority to amend or waive any provision of this Contract. Any amendment to the Contract may only be made through the Change Control Procedure. A waiver of any provision of this Contract may only be given in writing by the Authority's or Contractor's Representative (as appropriate).

4.11 Each Party shall pay its own costs and expenses in relation to attendance at Group Meetings.

5 ESTABLISHMENT OPERATIONAL PERFORMANCE MEETING

5.1 The Establishment Operational Performance Meeting, as set out in Annex A (*Governance Groups Details*), shall:

(a) manage education delivery and performance at a Prison establishment level, ensuring local accountability and appropriate decision making, relevant to individual Prison establishment needs. The scope covers all

elements of education delivery as defined in this Contract and any related internal or external dependencies;

(b) set and communicate strategic direction for education provision within each Prison;

(c) discuss annual delivery and commissioning of the Annual Delivery Plan (**ADP**);

(d) review Prison level performance;

(e) discuss contractual dependencies relating to allocation and attendance;

(f) discuss progress against the Post Ofsted Inspection Action Plan, any Post Inspection Improvement Plan and response to HMIP thematic reviews;

(g) discuss risks, issues and opportunities;

(h) discuss escalated issues from relevant regular Prison establishment meetings;

(i) agree points for escalation to Monthly Contract Review Meeting;

(j) agree actions, progress and next steps from previous meetings;

5.2 This meeting and its outputs should inform the Monthly Contract Review Meeting agenda, and the Quarterly Contract Review Meeting agenda.

6 MONTHLY CONTRACT REVIEW MEETING

6.1 The Monthly Contract Review Meeting, as set out in Annex A (*Governance Groups Details*), shall:

(a) ensure mutual understanding of obligations, goals, expectations, duties and objectives under this Contract;

(b) manage education delivery and performance at the Contractor level taking a strategic perspective to reporting and issue resolution;

(c) review delivery across the Lot and to provide an escalation route for Prisons where concerns regarding the quality of delivery can be raised;

(d) cover all elements of education delivery as defined in this Contract and is the forum for escalation of contractual delivery or dependency issues which cannot be resolved at Prison level;

(e) set and communicate strategic direction for education provision within each Lot;

(f) discuss annual delivery and commissioning progress of the ADPs across the Lot;

(g) review Lot level contractual performance, Key Performance Indicators and obligations across the Contractor's contract areas. For the avoidance of doubt, KPI data for discussion in relation to the performance in the previous Month will be extracted on the 7th day of the following Month, unless otherwise notified by the Authority in writing;

(h) discuss contractual dependencies;

(i) discuss external/internal audits and agree related contractual actions (HMIP, Ofsted, OSAG);

(j) discuss contractual assurance and compliance activity and findings;

(k) discuss risks, issues and opportunities;

(l) discuss escalated issues from the Establishment Operational Performance Meeting;

(m) agree points for escalation to Quarterly Contract Review Meeting;

(n) to agree actions, progress and next steps from previous meetings;

(o) this meeting and its outputs should inform the Quarterly Contract Review Meetings.

7 QUARTERLY CONTRACT REVIEW MEETING

7.1 The Quarterly Contract Review Meeting, as set out in Annex A (*Governance Groups Details*), shall:

(a) include finance (including reconciliation and agreeing performance payment related to any moderated KPIs), commercial, performance, staffing, compliance, relationship management and any other relevant topics as and when required;

(b) review performance and finance of the Contractor across all relevant Lots;

(c) ensure contractual compliance against contractual obligations, goals, expectations, duties and objectives in entering and performing obligations under this Contract;

(d) ensure all parties remain aligned in delivering this Contract effectively;

(e) ensure any changes within this Contract are documented in accordance with the Change Control Procedure and well managed;

(f) provide an escalation route for the Prisons where concerns regarding the quality of delivery can be raised;

(g) once per annum, this meeting will take the form of an Annual Contract Review Meeting;

(h) when and where relevant to discuss Exit planning/strategy pursuant to Schedule 20 (*Exit Management*).

8 ESCALATION BOARD

The Escalation Board, as set out in Annex A (*Governance Groups Details*), shall:

(a) be the highest-level board to raise contractual issues or disputes (at a national level or below), which have not been resolved at the Quarterly Contract Review Meeting;

(b) also be the highest-level board to raise issues or disputes (at a national level or below) about an Annual Delivery Plan which has not been resolved at an Annual Delivery Plan Planning Board;

(c) if this Escalation Board is unable to reach a resolution for either the contractual or ADP issues or disputes the formal Dispute Resolution process in Clause I1 (*Dispute Resolution*) will commence, which the Contractor will be expected to engage with.

9 ANNUAL DELIVERY PLAN PLANNING BOARD

The Annual Delivery Plan Planning Board for each Prison, as set out in Annex A (*Governance Group Details*) shall consider and approve an Annual Delivery Plan for that Prison produced in accordance with Schedule 12 (*Contract Management and Monitoring*).

10 BIANNUAL SUPPLIER RELATIONSHIP MANAGEMENT BOARD

The Biannual Supplier Relationship Management Board, as set out in Annex A (*Governance Groups Details*), shall:

(a) ensure strategic alignment with executive level directors of the Contractor;

(b) facilitate communication and collaboration between partners; to explore shared organisational behaviours and values, and lessons learned; and to maintain and build strong and enduring contractual relationships.

11 COLLABORATION FORUMS

11.1 The Collaboration Forums shall:

(a) provide an environment for promoting collaborative ways of working and partnerships between all parties involved in the provision of prisoner education skills and work, including other Lot members and providers of other educational services such as Careers Information Advice and Guidance;

(b) enable collaboration at local, regional and national levels.

11.2 The Collaboration Forums are:

(a) Establishment Level Quality Improvement Group;

(b) Lot Level Collaboration Forum;

(c) CIAG All Provider Collaboration Forum;

(d) Core Education All Provider Collaboration Forum; and

(e) National Level Collaboration Forum,

as detailed in Annex A (*Governance Groups Details*) to this Schedule 13.

11.3 The Contractor shall attend and actively engage and contribute to Collaboration Forums at each of the levels (local, regional and national) as set out in Annex A (*Governance Groups Details*) to:

(a) joint problem solve, share best practice, and promote innovation and efficiencies;

(b) provide an opportunity to identify successes and challenges within the prison;

(c) engage with other invited attendees who may attend on an ad hoc basis;

(d) discuss potential opportunities to improve the integration, efficiency and effectiveness of the Services to meet the requirements of an integrated learning environment that increases Prisoner employability or further learning potential on release**.**

11.4 At each of the CIAG All Provider Collaboration Forum and the Core Education All Provider Collaboration Forum, the Contractor will actively engage, contribute and undertake agreed objectives in the Joint Collaboration Plan and participate in regular reviews.

11.5 This list is non-exhaustive and any other relevant topics may be discussed.

11.6 Further details are set out and contained in Schedule 24 (*Collaboration*).

12 QUALITY GOVERNANCE GROUPS

12.1 The Contractor is expected to attend and actively engage in regular meetings and activities with the quality cycle at all levels, which focus primarily on the quality of education provision as set out in Annex A (*Governance Groups Details*).

12.2 The Contractor shall attend Quality Improvement Group Meetings at a local and regional level, as set on in Annex A (*Governance Groups Details*). Note that the Establishment Level Quality Improvement Group serves as both a Quality Improvement Group Meeting and a Collaboration Forum.

12.3 The quality meetings shall:

(a) review delivery and co-ordination of all Education, Skills and Work ("**ESW**") across the Prison, including but not limited to the Contractor's provision;

(b) review completed quality assurance activities including OFSTED reports, recognising strengths and weaknesses to ensure a cycle of continuous improvement;

(c) discuss the Quality Improvement Plan noting the progress against actions;

(d) identify and share best practice;

(e) develop and monitor effective quality assurance tools across the whole of education, skills and work;

(f) identify problems early and work together to find solutions and make positive changes;

(g) ensure the information on ESW Curriculum is accessible and up to date across the whole prison establishment;

(h) monitor progression and achievement information to make sure Services are consistent, themes are identified, and action is taken where it is needed;

(i) listen and respond to the comments of prisoners, employers and staff;

(j) engage with other invited attendees who may attend on an ad hoc basis; and

(k) any other topics pertaining to the quality of education provision as and when they arise.

12.4 For the avoidance of doubt, the Establishment Level Quality Improvement Group will follow the same obligations as the Collaboration Forums listed in Paragraph 11.3.

Contract for the Provision of Prisoner Education Services (Core Education)

ANNEX A (*GOVERNANCE GROUP DETAILS*)[1]

Establishment Operational Performance Meeting - Representation and Structure

Authority Members	[REDACTED Section 40 of the FOIA: Personal Information]
Contractor Members	[REDACTED Section 40 of the FOIA: Personal Information]
Contractor Reporting Requirements	Name: Operational Performance Report Purpose: A report setting out the Contractor's actual performance against performance measures in a given month. Distribution: [REDACTED Section 40 of the FOIA: Personal Information] and any other attendees as appropriate. Issued 5 Working Days before meeting. And any other reports as required.
Start Date	Services Commencement Date
Frequency	Monthly
Location	On site at establishment – flexibility where this necessitates.

Monthly Contract Review Meeting - Representation and Structure

Authority Members	[REDACTED Section 40 of the FOIA: Personal Information]. Others by exception to represent escalations from site level as necessary: [REDACTED Section 40 of the FOIA: Personal Information]
Contractor Members	[REDACTED Section 40 of the FOIA: Personal Information] Other [REDACTED Section 40 of the FOIA:

[1] **Note to Bidders:** Bidders to propose Contract Member attendees for each Group.

	Personal Information] as needed on an ad hoc basis
Contractor Reporting Requirements	Name: Provider Performance Report (see Schedule 12 (Contract Management and Monitoring)) [REDACTED Section 40 of the FOIA: Personal Information] and any other attendees as appropriate. Issued 5 Working Days before meeting. And any other reports as required.
Start Date	Services Commencement Date
Frequency	Monthly
Location	TBA

Quarterly Contract Review Meeting - Representation and Structure

Authority Members	[REDACTED Section 40 of the FOIA: Personal Information] Others by exception: [REDACTED Section 40 of the FOIA: Personal Information]
Contractor Members	[REDACTED Section 40 of the FOIA: Personal Information]
Contractor Reporting Requirements	Name: Quarterly Provider Performance Report (see Schedule 12 (Contract Management and Monitoring)) Distribution: Meeting attendees. Issued 5 Working Days before meeting. And any other reports as required.
Start Date	Services Commencement Date
Frequency	Quarterly
Location	TBA

Contract for the Provision of Prisoner Education Services (Core Education)

Escalation Board - Representation and Structure

Authority Members	[REDACTED Section 40 of the FOIA: Personal Information] Attendees will be dependent on the topic of escalation being discussed, so can include the following but the list is not exhaustive: [REDACTED Section 40 of the FOIA: Personal Information]
Contractor Members	Attendees will be dependent on the topic of escalation being discussed, so can include the following but the list is not exhaustive: [REDACTED Section 40 of the FOIA: Personal Information] as needed on an ad hoc basis.
Contractor Reporting Requirements	Will be required to set out requirement for an [REDACTED Section 40 of the FOIA: Personal Information] to be convened, clearly articulating the areas to be considered by the board and the activity that has taken place to avoid escalation within the contractual governance processes.
Start Date	Services Commencement Date
Frequency	Ad hoc – when required.
Location	TBA

Biannual Supplier Relationship Management Board - Representation and Structure

Authority Members	[REDACTED Section 40 of the FOIA: Personal Information]
Contractor Members	[REDACTED Section 40 of the FOIA: Personal Information]

Contractor Reporting Requirements	Any other reports if and when required.
Start Date	Services Commencement Date
Frequency	Biannual
Location	TBA

Annual Delivery Plan Planning Board - Representation and Structure

Authority Members	[REDACTED Section 40 of the FOIA: Personal Information]
Contractor Members	[REDACTED Section 40 of the FOIA: Personal Information]
Contractor Reporting Requirements	Annual Delivery Plan Any other reports if and when required.
Start Date	Services Commencement Date
Frequency	Annually as per Paragraph 5.2 in Schedule 12 (*Contract Management and Monitoring*) Additional meeting if and when required.
Location	TBA

National Level Collaboration Forum – Representation and Structure

Authority Members	[REDACTED Section 40 of the FOIA: Personal Information] to be defined but will consist of appropriate Authority representatives.
Contractor Members	[REDACTED Section 40 of the FOIA: Personal Information] as needed on an ad hoc basis
Contractor Reporting Requirements	As and when required by the Authority
Start Date	Services Commencement Date

Frequency	Annually
Location	TBA

CIAG All Provider Collaboration Forum and Core Education All Provider Collaboration Forum – Representative and Structure

Authority Members	[REDACTED Section 40 of the FOIA: Personal Information] to be defined but will consist of appropriate Authority representatives.
Contractor Members	[REDACTED Section 40 of the FOIA: Personal Information] as needed on an ad hoc basis
Contractor Reporting Requirements	Joint Collaboration Plan And anything else as and when required by the Authority
Start Date	Services Commencement Date
Frequency	Quarterly
Location	TBA

Lot Level Collaboration Forum – Representation and Structure

Authority Members	Attendees to be defined but will consist of appropriate Authority representatives.
Contractor Members	[REDACTED Section 40 of the FOIA: Personal Information] as needed on an ad hoc basis
Contractor Reporting Requirements	As and when required by the Authority
Start Date	Services Commencement Date
Frequency	Quarterly
Location	TBA

Establishment Level Quality Improvement Group– Representation and Structure

Authority Members	[REDACTED Section 40 of the FOIA: Personal Information]
Contractor Members	[REDACTED Section 40 of the FOIA: Personal Information]
Contractor Reporting Requirements	As relevant to establishment and to be circulated prior to meeting, 5 Working Days before, and discussed by exception. Creation and adherence to the quality calendar. And any other reports if and when required.
Start Date	Services Commencement Date
Frequency	Monthly
Location	TBA

Contract for the Provision of Prisoner Education Services (Core Education)

Lot Level Quality Improvement Group – Representation and Structure

Authority Members	[REDACTED Section 40 of the FOIA: Personal Information] Others as required
Contractor Members	[REDACTED Section 40 of the FOIA: Personal Information] as required
Contractor Reporting Requirements	As relevant to establishment and to be circulated prior to meeting, 5 Working Days before, and discussed by exception.
Start Date	Services Commencement Date
Frequency	Quarterly
Location	TBA

SCHEDULE 14 – KEY PERFORMANCE INDICATORS

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	27 October 2023
V3.0	8 December 2023
V4.0	13 January 2025
V5.0	20 February 2025
V6.0	25 February 2025
V7.0	19 June 2025
V8.0	19 June 2025

1. DEFINITIONS

In this Schedule 14, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"BCST"	means the Basic Custody Screening Tool;
"Bedding In Period"	has the meaning given in Paragraph 4.2 of this Schedule 14;
"ESOL"	means English for Speakers of Other Languages;
"Local Targets"	has the meaning given in Paragraph 5.2(a) of this Schedule 14;
"LRS"	means the Learning Records Service;
"National Targets"	has the meaning given in Paragraph 5.2(c) of this Schedule 14;
"Overall KPI Achievement Percentage"	has the meaning given in Paragraph 3.4(b) of this Schedule 14;
"Overall KPI Achievement Score"	has the meaning given in Paragraph 3.4(a) of this Schedule 14;
"Payable Proportion"	has the meaning given in Paragraph 3.5(a) of this Schedule 14;
"Performance Period"	has the meaning given in Paragraph 3.2(a) of this Schedule 14;
"Quality Cap"	has the meaning given in Paragraph 6.1 of this Schedule 14;
"RRI"	means the Relative Rate Index; and
"Shadow Period"	has the meaning given in Paragraph 4.1 of this Schedule 14.

2. INTRODUCTION

2.1. The Contractor shall provide the Services to the standards set out in the Specification and in compliance with the terms of this Contract. Key Performance Indicators (**"KPIs"**) shall be used to ensure that the Contractor is (at a minimum) meeting expected standards across key areas of the Services: Curriculum Delivery; Screening & Assessment Delivery (where appropriate); Supporting Additional Needs;, and Prison Library Services (where appropriate).

2.2. High level descriptions of the KPIs can be found in Appendix 1 (*KPI Descriptions*) to this Schedule 14. The KPIs shall be measured in accordance with the detailed Technical Notes found in Appendix 4 (*KPI Technical Notes*) to this Schedule 14.

2.3. The Authority expects to see continuous improvement in the quality of the Services and outcomes for prisoners. The Authority also expects the Contractor to attempt to reach maximum performance (e.g., 100% for KPIs which measure percentages) in all KPIs, even where the targets are set below 100%. These expectations will be reflected in the Establishment Operational Performance Meetings, Monthly Contract Review Meetings, and Quarterly Contract Review Meetings between the Authority and the Contractor (as described in Schedule 13 (*Governance*)). The expectation of continuous improvement is also reflected in the increase in the targets for some KPIs at the end of each Contract Year (**"CY"**), which is described in Paragraph 5 of this Schedule 14 and can be seen in the targets set out in Appendix 2 (*Variation by Prison: Targets and Weightings*) to this Schedule 14.

3. CALCULATION OF WITHHELD PERFORMANCE INCENTIVE PAYMENT

3.1 A Quarterly Per Prison Retained Performance Incentive Amount will be calculated in accordance with Schedule 3 (*Charges*). Thereafter, the Authority will calculate the Per Prison Withheld Performance Incentive Payment based on performance against the KPIs by following the steps set out below and described in detail in this Paragraph 3.1:

a) Step one (1): Giving a score in respect of each KPI;

b) Step two (2): Using each KPI's weighting to calculate an Overall KPI Achievement Percentage;

c) Step three (3): Converting the Overall KPI Achievement Percentage into the Payable Proportion; and

d) Step four (4): Applying the Payable Proportion to the Quarterly Per Prison Retained Performance Incentive Amount to give the Per Prison Withheld Performance Incentive Payment for that Quarter.

3.2 Step one (1): Giving a score in respect of each KPI:

a) the level of performance in each Prison during a Quarter (the "**Performance Period**") will be given a score of one (1), two (2), three (3), or four (4) in respect of each KPI, as per the targets for each score set out in Appendix 2 (*Variation by Prison: Targets and Weightings*) to this Schedule 14, where:

(i) a score of one (1) (lowest score) indicates poor performance;

(ii) a score of two (2) indicates lower than acceptable performance;

(iii) a score of three (3) indicates minimum acceptable performance;

(iv) a score of four (4) (highest score) indicates stretching but attainable performance;

b) in order to give a score in respect of each KPI, the Authority shall measure the Contractor's performance in the delivery of the Services against the KPIs. Calculations will be taken in accordance with the technical notes using the data in the Authority's ICT System; and

c) Data will be extracted from the Authority's ICT System on the last working day of the month following the end of the Quarter in order to calculate performance and assign a score. Scores will be assigned based on performance across the full Quarter, rather than average monthly performance or minimum performance in any month within the Quarter.

3.3 Step two (2): Using each KPI's weighting to calculate an Overall KPI Performance Percentage:

a) The score for each KPI will be multiplied by the weighting assigned to that KPI in that Prison (weightings are set out in Appendix 2 (*Variation by Prison: Targets and Weightings*) to this Schedule 14). This will give an **Overall KPI Achievement Score** for that Prison for that Quarter, between one (1) and four (4).

b) The Overall KPI Achievement Score will be divided by the highest possible Overall KPI Achievement Score (four (4)) in order to give the **Overall KPI Achievement Percentage**.

3.4 Step three (3): Converting the Overall KPI Achievement Percentage into the Payable Proportion:

a) The KPI Achievement Result Percentage for that Prison for the Quarter will be converted into the proportion of the Quarterly Per Prison Retained Performance Incentive Amount payable (the "**Payable Proportion**") (if any) in respect of that Prison in that Quarter using the scoring grid below.

Redacted Section 43 of the FOIA: Commercial Interests

b) The scoring grid ensures that the Payable Proportion is lower for KPI Achievement Result Percentages of 25% to 50% (which would be the result of scores of one (1) to two (2) in each KPI, in other words below the minimum acceptable performance), and higher for KPI Achievement Result Percentages over 50% (which would be the result of scores of three and above in each KPI, in other words meeting or exceeding the minimum acceptable performance), rather than applying a linear relationship.

3.5 Step four (4): Applying the Payable Proportion to the Quarterly Per Prison Retained Performance Incentive Amount to give the Per Prison Withheld Performance Incentive Payment for that Quarter:

a) The Payable Proportion will then be multiplied by the Quarterly Per Prison Retained Performance Incentive Amount to calculate the Per Prison Withheld Performance Incentive Payment (if any) due in respect of that Prison in that Quarter. This will be payable to the Contractor in accordance with Schedule 3 (*Charges*).

3.6 For the avoidance of doubt, any disruption to the recording of data that is caused by issues with the Authority's ICT System will not result in the unreasonable withholding of the Per Prison Withheld Performance Incentive Payment. If there are any issues with the Authority's ICT System, an alternative method of measurement will be sought to obtain the required data. If an alternative method of measurement is not possible, a score of four (4) will be applied for each affected KPI.

3.7 Any disagreements between the Authority and the Contractor about how an individual KPI has been assessed, or about any other step in the calculation of the Per Prison Withheld Performance Incentive Payment, will enter the formal dispute resolution process as described in Schedule 12 (*Contract Management and Monitoring*). Whilst the dispute resolution process is ongoing, the Authority will continue to use the Per Prison Withheld Performance Incentive Payment amount that it has calculated.

3.8 For the avoidance of doubt, the Contractor shall be required to report on KPI Four (4) (Unaccredited programmes of study) but shall automatically be awarded a score of four (4) for the purposes of the calculation of the Withheld

Performance Incentive Payment. For the avoidance of doubt this is for the duration of the contract.

4. SHADOW PERIOD AND BEDDING IN PERIOD

4.1 In respect of all KPIs, there will be a "**Shadow Period**" of nine (9) Months following the Services Commencement Date).

4.2 In the Shadow Period, the Per Prison Withheld Performance Incentive Payment will be the full Quarterly Per Prison Retained Performance Incentive Amount. In other words, the Payable Proportion will be 100%, regardless of the Overall KPI Achievement Percentage for that Prison in that Quarter.

4.3 During the Shadow Period the Supplier shall be entitled to invoice on a monthly basis for one third (1/3) of Quarterly Retained Performance Incentive Amount, rather than invoicing at the end of the Quarter.

4.4 In respect of four (4) of the KPIs (listed in Paragraph 4.5), there will also be a further "**Bedding In Period**" of one Quarter (Month ten (10), Month eleven (11), and Month twelve (12) following the Services Commencement Date). If a KPI has a Bedding In Period, then in this Bedding In Period the score for that KPI for a Prison for the Quarter cannot be less than three (3). A score of three (3) or four (4) will be given for that KPI as per the targets for each score set out in Appendix 2 (*Variation by Prison: Targets and Weightings*) to this Schedule 14.

4.5 The KPIs with a Bedding In Period are:

a) KPI two (2) (*Accredited English, Maths & Reading programmes of study*);

b) KPI three (3) (*Accredited Other programmes of study*);

c) KPI six (6) (*Screening & Assessment*); and

d) KPI seven (7) (*Additional Needs Support*).

4.6 Regardless of the Shadow Period and Bedding In Period, all KPIs will be measured from the Services Commencement Date, and should be reported on in accordance with this Schedule 14 and Schedule 12 (*Contract Management and Monitoring*).

5. VARIATION BY PRISON

5.1 The principles described in this Schedule 14 will apply to each Prison in which the Contractor is providing Services. There are two (2) ways in which the use of KPIs will vary depending on the Prison:

a) targets for scores of one (1), two (2), three (3) and four (4); and

b) weightings of the KPIs.

5.2 Targets for scores on one (1), two (2), three (3) and four (4)

a) In respect of KPI two (2) (*Accredited English, Maths and Reading programmes of study*) and KPI three (3) (*Accredited programmes of study*) (see Appendix 1 (*KPI Descriptions*) for descriptions), the targets set for scores of one (1), two (2), three (3) and four (4) will vary between Prisons ("**Local Targets**"). These variable targets are based on current performance in each Prison in Quarter three (3) and Quarter four (4) of 2022/2023, to reflect that the starting point for the Contractor will be different in each Prison.

b) No target has been set lower than 75% for a score of four (4), 70% for a score of three (3), 65% for a score of two (2), and below 65% for a score of one (1), even where current performance is lower than this in a Prison. This is to reflect the minimum standard that is acceptable to the Authority.

c) For all other KPIs, targets are the same for every prison ("**National Targets**"). The specific targets for each KPI in each Prison are included in Appendix 2 (*Variation by Prison: Targets and Weightings*) to this Schedule 14.

d) For those KPIs with Local Targets, the targets will increase at the start of each subsequent CY after CY1 in accordance with Paragraph 5.2e) below. This will ensure that the targets are consistent across all Prisons in CY4. The increase each year will be calculated as follows:

e) Calculate the difference between the consistent target for CY4 (which is set at 95% for a score of four (4), 90% for a score of three (3), 85% for a score of two (2), and below 85% for a score of one (1) for both KPIs with Local Targets) and the CY1 target for each Prison:

i. Divide the difference by three (3).

ii. The output of (i) will be the increase expected from CY1 to CY2, from CY2 to CY3, and from CY3 to CY4.

f) This reflects the Authority's expectation of continuous improvement in the quality of the Services and outcomes for prisoners. Appendix 2 (*Variation by Prison: Targets and Weightings*) sets out the individual targets for each Prison.

5.3 Weightings of the KPIs

a) The Libraries KPI eight (8) will only be applicable for Prisons in which the Prison Library Services are delivered by the Contractor. For Prisons in which the Prison Library Services are delivered by another party, the weighting of the Libraries KPI will be zero (0).

b) The Screening and Assessment KPIs six (6) part a (Screening and Assessment) and part b (Screening and Assessment Quality Cap) (as further detailed at Appendix 2 of this Schedule 14) will only be applicable for Prisons that have a Reception function, as this is where it is expected that the majority of Screening and Assessment Delivery will take place (for the avoidance of doubt, Screening and Assessment Delivery may still be commissioned in Prisons without a reception function, as per the Specification). For Prisons without a Reception function, the weighting of the Screening and Assessment KPIs will be zero (0).

c) The specific weightings of the KPIs for each Prison are set out in Appendix 2 (*Variation by Prison: Targets and Weightings*) to this Schedule 14.

6. QUALITY CAPS

6.1 KPI six (6) (*Screening and Assessment*) and KPI seven (7) (*Additional Learning Needs*) each have a Quality Cap ("**Quality Cap**"). These Quality Caps create a link between the volume measured by the KPI and the quality of the service being delivered.

6.2 The Quality Cap for KPI seven (7) (*Additional Learning Needs*) has a slightly different scoring system to the KPI six (6) Quality Cap. In order to pass the Quality Cap for KPI seven (7), there must be no statistically significant difference in performance between prisoners with additional learning needs compared to those prisoners without. In this instance, the Contractor will score a four (4). If there is a statistically significant difference that shows prisoners with additional learning needs perform worse than those prisoners without additional learning needs, the Contractor will fail the cap and score a one (1). However, if there is a statistically significant difference that shows prisoners with additional learning needs perform better than those prisoners without additional learning needs, the cap will not apply.

6.3 The score on the Quality Cap will act as a limiter on the score that the Contractor can be given for the volume element of the relevant KPI. The Authority has introduced this link to ensure that the Contractor appropriately balances their performance on both quality and volume. High level descriptions of the Quality Caps can be found in Appendix 1 (*KPI Descriptions*), and the Technical Notes can be found in Appendix 4 (*KPI Technical Notes*).

6.4 Quality Caps do not have weighting attached to them (as shown in Appendix 2 (*Variation by Prison: Targets and Weightings*)).

7. KEY PERFORMANCE INDICATOR REVIEW

7.1 The Authority shall undertake a rolling review of the KPIs on an annual basis. Any changes to the KPIs and/or the targets set out in this Schedule 14 will be agreed via the change control process, in accordance with Schedule 4 (*Change Control Procedure*).

APPENDIX 1 - KEY PERFORMANCE INDICATOR DESCRIPTIONS

KPI Number	KPI Title	KPI Description	Quality Cap
1	Curriculum delivery	Percentage delivery by the Contractor against the agreed Learner Delivery Hours ("**LDHs**") within the Annual Delivery Plan ("**ADP**") in the intended Performance Period (KPI 1a), and percentage of timetabled sessions not available to be delivered for the full allocated timeslot by an appropriately qualified and experienced member of staff (KPI 1b).	N/A
2	Accredited English, Maths and Reading programmes of study	The percentage of enrolees on commissioned accredited English, maths or reading programmes of study delivered by the Contractor, aimed at Level two (2) or under, who achieve a successful learning outcome within one (1) and a half (1/2) times the guided learning hours.	N/A
3	Accredited Other programmes of study	The percentage of enrolees on commissioned accredited programmes of study delivered by the Contractor, other than those captured in SL2, who achieve a successful learning outcome within one and a half times the guided learning hours.	N/A
4	Unaccredited programmes of study	The percentage of enrolees on unaccredited programmes of study delivered by the Contractor who achieve a successful learning outcome within the agreed maximum learning time. For the avoidance of doubt, the Contractor shall report on KPI four (4) but shall automatically be awarded a score of four (4) for the purposes of the calculation of the Withheld Performance Incentive Payment. For the avoidance of doubt this is for the duration of the contract.	N/A

5	Not Used	N/A	N/A
6	Screening and Assessment	The percentage of in-scope prisoners for whom the required screening tools and assessments are completed on time.	Quarterly assurance of the quality of screening and assessment provision, using three key lines of enquiry.
7	Additional Learning Needs	The percentage of education specific individual support plans which are completed on time and reviewed and updated at the agreed time intervals.	Measure to identify if any disparities exist between learning outcomes for prisoners with additional learning needs and prisoners for whom additional learning needs have not been identified.
8	Libraries	The percentage of timetabled and rescheduled prison library sessions that were available to be delivered for the full allocated timeslot by designated prison library staff.	N/A

Contract for the Provision of Prison Education Service (Core Education)

APPENDIX 2 – VARIATION BY PRISON: TARGETS AND WEIGHTINGS

PES Core Education - Schedule 14 - Lot 1 - ,

The attached spreadsheet[1] sets out the National Targets in the KPI Targets Key, and then the specific weightings and Local Targets for each Prison. The KPI Targets Key and an example Prison are below. Please note that in the tables below KPI weightings are rounded to two (2) decimal places and therefore may not total 100.00%; exact weightings that will be applied can be found in the spreadsheet attached to this Appendix 2 (*Variation by Prison: Targets and Weightings*).

KPI Targets Key - National Targets				
KPI	1	2	3	4
KPI one (1) – Curriculum Delivery (part a)	<90%	>=90%	>=95%	>=97.5%
KPI one (1) – Curriculum Delivery (part b)	>15%	<=15%	<=10%	<=5%
KPI two (2) – Accredited English, Maths and Reading programmes of study	See local targets			
KPI three (3) – Accredited programmes of study				
KPI four (4) – Unaccredited programmes of study*	N/A	N/A	N/A	N/A
KPI five (5) – Not Used				
KPI six (6) (part a) - Screening and Assessment	<90%	>=90%	>=95%	>=98%
KPI six (6) (part b) - Screening and Assessment Quality Cap	0	1	2	3

[1] **Note to bidders**: a consolidated targets/weightings spreadsheet for all lots is contained in the dataroom. The relevant tab for each lot will be extracted and incorporated into that lot's contract.

KPI seven (7) (part a) - Additional Learning Needs	<90%	>=90%	>=95%	>=98%
KPI seven (7) (part b) - Additional Learning Needs Quality Cap	Fail	n/a	n/a	Pass
KPI eight (8) - Libraries	<90%	>=90%	>=95%	>=97%

*The Contractor shall report on KPI four (4) but shall automatically be awarded a score of four (4) for the purposes of the calculation of the Withheld Performance Incentive Payment.

APPENDIX 3 – NOT USED

APPENDIX 4 – KPI TECHNICAL NOTES

Terms that have a specific definition within one or more of the Technical Notes (for example **enrolee** or **timetabled session**) are defined in each Technical Note and indicated using **bold font** throughout.

Contents:

KPI	Technical Note starts on page
KPI 1 – Curriculum Delivery	20
KPI 2 – Accredited English, Maths and Reading programmes of study	25
KPI 3 – Accredited programmes of study	29
KPI 4 – Unaccredited programmes of study	33
KPI 5 – Not Used	N/A
KPI 6 (part a) - Screening and Assessment	37
KPI 6 (part b) - Screening and Assessment Quality Cap	43
KPI 7 (part a) - Additional Learning Needs	49
KPI 7 (part b) - Additional Learning Needs Quality Cap	55
KPI 8 - Libraries	64

KPI 1 – Curriculum Delivery

Metric(s) Name:	**Delivery against the Learner Delivery Hours in the Annual Delivery Plan, and sessions not delivered for the full timeslot by appropriate staff**
Long name:	The percentage of agreed Learner Delivery Hours ("**LDHs**") within the Annual Delivery Plan ("**ADP**") which are Available To Be Delivered in the intended Performance Period (KPI 1a), and the percentage of Timetabled Sessions and Rescheduled Timetabled Sessions which are not Available To Be Delivered for the full Allocated Timeslot by an appropriately qualified and experienced member of staff (KPI 1b).
Rationale:	A contractual measure to provide assurance that the Contractor is delivering against the requirements set out in the ADP, whilst also ensuring that the Contractor's staffing profile is sufficient to meet the timetabled delivery schedule.
Output:	An overall rating from 1 to 4, equal to the lowest rating achieved for either: • the percentage of agreed Learner Delivery Hours within the ADP which were Available To Be Delivered in the intended Performance Period (KPI 1a); or • the percentage of Timetabled Sessions and Rescheduled Timetabled Sessions which are not Available To Be Delivered for the full Allocated Timeslot by an Appropriately qualified and experienced member of staff (KPI 1b).
Performance Ratings:	
Deep Green / Rating of 4	At least 97.5% of the agreed Learner Delivery Hours within the ADP are Available To Be Delivered within the intended Performance Period **and** no more than 5.0% of Timetabled Sessions and Rescheduled Timetabled Sessions are not Available To Be Delivered by an Appropriately qualified and experienced member of staff for the full Allocated Timeslot.
Green / Rating of 3	At least 95.0% of the agreed Learner Delivery Hours within the ADP are Available To Be Delivered within the intended Performance Period **and** no more than 10.0% of Timetabled Sessions and Rescheduled Timetabled Sessions are not Available To Be Delivered by an Appropriately qualified and experienced member of staff for the full Allocated Timeslot.
Amber / Rating of 2	At least 90.0% of the agreed Learner Delivery Hours within the ADP are Available To Be Delivered within the intended Performance Period **and**

	no more than 15.0% of Timetabled Sessions and Rescheduled Timetabled Sessions are not Available To Be Delivered by an Appropriately qualified and experienced member of staff for the full Allocated Timeslot.
Red / Rating of 1	Less than 90.0% of the agreed Learner Delivery Hours within the ADP are Available To Be Delivered within the intended Performance Period **and** more than 15.0% of Timetabled Sessions and Rescheduled Timetabled Sessions are not Available To Be Delivered by an Appropriately qualified and experienced member of staff for the full Allocated Timeslot.
Technical Description	**Summary** • KPI 1a measures whether the Learner Delivery Hours agreed within the ADP were Available To Be Delivered by the Contractor in the Performance Period in which they were due to be delivered. • KPI 1b measures Timetabled Sessions and Rescheduled Timetabled Sessions which were either unable to be delivered at all or not able to be delivered for the full Allocated Timeslot due to the availability of an Appropriately qualified and experienced member of staff. **Definitions** **Learner Delivery Hour ("LDH"):** As defined in Schedule 3 (*Charges*). **Timetabled Session**: A Prison-level agreed period that has been scheduled for a particular course or activity in the education timetable and is one block of teaching time. The Timetabled Session should only capture the actual face to face learning and must not contain in-cell provision or activity which does not have a specific class list with individually named learners, for example Induction Drop-In sessions or Additional Learning Needs indicator screening activity. **Available To Be Delivered**: A member of Contractor's staff is in attendance at the agreed location and time in which the Learner Delivery Hour or Timetabled Session is timetabled to take place and is available to deliver the full Learner Delivery Hour or Timetabled Session. **Allocated Timeslot**: The time period in which the Timetabled Session will take place within the education timetable. **Appropriately qualified and experienced member of staff**: The Contractor's teaching staff must be appropriately qualified and

experienced to deliver the services effectively and efficiently, as defined in the Contractor Workforce section of the Specification.

KPI 1a: Delivery against the agreed Learner Delivery Hours within the ADP

Scope

In-scope Learner Delivery Hours: All Learner Delivery Hours which were planned to be delivered in the Performance Period on the ADP, **excluding** any Screening and Assessment Learner Delivery Hours and any Additional Learning Needs Support Learner Delivery Hours.

Outcomes

All in-scope Learner Delivery Hours will contribute towards this measure, whether they are recorded as "Available To Be Delivered" or "failed to be Available To Be Delivered".

Scoring system

$$\frac{a}{b} \times 100 = \text{Percentage of agreed Learner Delivery Hours within the ADP which are Available To Be Delivered in the intended Performance Period (KPI 1a)}$$

Where:

a = The total number of in-scope Learner Delivery Hours within the ADP which were Available to Be Delivered in the Performance Period.

b = The total number of in-scope Learner Delivery Hours within the ADP in the Performance Period.

The percentage delivery against the agreed Learner Delivery Hours within the ADP will be converted into a performance rating using the following table:

% of the agreed Learner Delivery Hours within the ADP which are Available to Be Delivered within the intended Performance Period	Performance rating
Greater than or equal to 97.5%	4

Greater than or equal to 95.0% and less than 97.5%	3
Greater than or equal to 90.0% and less than 95.0%	2
Less than 90.0%	1

KPI 1b: Percentage of Timetabled Sessions and Rescheduled Timetabled Sessions not Available To Be Delivered for the full Allocated Timeslot by an Appropriately qualified and experienced member of staff

Scope

In-scope Timetabled Sessions: All Timetabled Sessions scheduled on the education timetable and Rescheduled Timetabled Sessions.

Outcome

All in-scope Timetabled Sessions and Rescheduled Timetabled Sessions will contribute towards this measure, whether they are recorded as "Available to Be Delivered" or "failed to be Available To Be Delivered".

Scoring system

- One (1) point will be awarded if the in-scope Timetabled Session or Rescheduled Timetabled Session is Available To Be Delivered for the full Allocated Timeslot by an Appropriately qualified and experienced member of staff.
- Zero (0) points will be awarded if the in-scope Timetabled Session or Rescheduled Timetabled Session is not Available To Be Delivered for the full Allocated Timeslot by an Appropriately qualified and experienced member of staff.

If the Contractor reschedules a failed Timetabled Session at a later date, the Contractor will receive zero (0) points for the original Timetabled Session. The rescheduled Timetabled Session will be treated as an additional Timetabled Session ("**Rescheduled Timetabled Session**"), and subject to the same scoring system as above. Both the original Timetabled Session and the Rescheduled Timetabled Session will be counted in the denominator.

$$\left[1 - \frac{a}{b + c} \right] \times 100 =$$

Percentage of Timetabled Sessions and Rescheduled Timetabled Sessions that were not Available To Be Delivered for the full Allocated Timeslot by an Appropriately qualified and experienced member of staff (KPI 1b)

Where:

a = The total sum of the points awarded for the in-scope Timetabled Sessions and Rescheduled Timetabled Sessions which are Available To Be Delivered for the full Allocated Timeslot by an Appropriately qualified and experienced member of staff in the Performance Period.

b = Total number of Timetabled Sessions originally planned on the education timetable in the Performance Period.

c = Total number of Rescheduled Timetabled Sessions in the Performance Period.

The percentage of Timetabled Sessions and Rescheduled Timetabled Sessions which were not Available to Be Delivered for the full Allocated Timeslot by an Appropriately qualified and experienced member of staff will be converted into a performance rating using the following table:

% of Timetabled Sessions and Rescheduled Timetabled Sessions which were not Available to Be Delivered for the full Allocated Timeslot by an Appropriately qualified and experienced member of staff	**Performance rating**
Less than or equal to 5.0%	4
Greater than 5.0% and less than or equal to 10.0%	3
Greater than 10.0% and less than or equal to 15.0%	2
Greater than 15.0%	1

	<u>The overall performance rating will be equal to the lowest rating achieved for either KPI 1a or KPI 1b.</u> <u>Exemptions</u> The Contractor will not be considered liable in the event of the following failures, where this results in prisoners not being able to attend the Timetabled Session or Rescheduled Timetabled Session as planned, when agreed by both the Authority and the Contractor. In these instances, the failed Timetabled Session or Rescheduled Timetabled Session will be excluded from the denominator: • **Prison staff redeployment** - When the establishment (i.e. HMPPS) is unable to facilitate the running of the Timetabled Session or Rescheduled Timetabled Session due to Prison staff deployment elsewhere. • **Operational/security reasons** - When the establishment (i.e. HMPPS) is unable to facilitate the running of the Timetabled Session or Rescheduled Timetabled Session due to operational or security factors, such as agreed Prison staff training or a Prison security incident, or when the agreed capacity is reduced for a temporary period of time (when the timetable is not amended) as a result of any issues which limit classroom size (not an exhaustive list). • **Pre-agreed timetable change** - When the Prison and Contractor agree that the Timetabled Session or Rescheduled Timetabled Session will not be run due to known reasons in advance, such as breaks in the timetable. The Contractor will be considered liable in the event of the following failures, where this results in prisoners not being able to attend the Timetabled Session or Rescheduled Timetabled Session as planned. In these instances, the failed Timetabled Session or Rescheduled Timetabled Session will be included in the denominator: • **Staff availability** - When an Appropriately qualified and experienced member of staff is not available to deliver the Timetabled Session or Rescheduled Timetabled Session for the full Allocated Timeslot, for example due to leave, a staff vacancy or the Contractor's staff being re-deployed elsewhere (not an exhaustive list). • **Staff absence** - When the Contractor is not able to deliver the Timetabled Session or Rescheduled Timetabled Session for the full Allocated Timeslot due to the absence of an Appropriately qualified and experienced member of staff.

Formula / Calculation:	The overall rating will be equal to the lowest rating achieved for either: • the percentage of agreed Learner Delivery Hours within the ADP which were Available To Be Delivered in the intended Performance Period (KPI 1a); or • the percentage of Timetabled Sessions and Rescheduled Timetabled Sessions which are not Available To Be Delivered for the full Allocated Timeslot by an Appropriately qualified and experienced member of staff (KPI 1b).

Contract for the Provision of Prison Education Service (Core Education)

KPI 2 – Accredited English, Maths and Reading Programmes of Study

Metric(s) Name:	**Enrolees on Commissioned Accredited English Or Mathematics Programmes of study, at Entry Level, Level 1 or Level 2, who achieve a Successful Learning Outcome within one and a half times the Guided Learning Hours.**
Long name:	The percentage of Enrolees on Commissioned Accredited English Or Mathematics Programmes of study delivered by the Contractor, aimed at Entry Level, Level 1 or Level 2, who achieve a Successful Learning Outcome within one and a half times the Guided Learning Hours.
Rationale:	A contractual measure to hold the Contractor to account for ensuring that Enrolees on Commissioned Accredited English Or Mathematics Programmes of study delivered by the Contractor, aimed at Entry Level, Level 1 or Level 2, achieve a Successful Learning Outcome. The measure will support prisoners to attain the necessary functionality in English and mathematics so that they are better placed to secure work or further education on release, and better able to navigate other aspects of everyday life. This will support the long-term aim of reducing reoffending.
Output:	The percentage of Enrolees on Commissioned Accredited English Or Mathematics Programmes of study aimed at Entry Level, Level 1 or Level 2 who achieve a Successful Learning Outcome within one and a half times the Guided Learning Hours
Performance Ratings:	
Deep Green / Rating of 4	As detailed in Appendix 2 (*Variation by Prison: Targets and Weightings*).
Green / Rating of 3	As detailed in Appendix 2 (*Variation by Prison: Targets and Weightings*).
Amber / Rating of 2	As detailed in Appendix 2 (*Variation by Prison: Targets and Weightings*).
Red / Rating of 1	As detailed in Appendix 2 (*Variation by Prison: Targets and Weightings*).
Technical Description:	**Definitions** **Enrolee:** A prisoner who has agreed to be allocated to a Commissioned Accredited English Or Mathematics Programme of study, having been appropriately screened and assessed, received advice from a Careers Information, Advice and Guidance ("**CIAG**") adviser, and been correctly allocated to the Commissioned Accredited English Or Mathematics Programme of study. A prisoner can be an Enrolee for more than one Commissioned Accredited English Or Mathematics Programme of study.

	Commissioned Accredited English Or Mathematics Programme of study: A package of units in English or Mathematics, which have been developed to a set of regulated standards and received regulated approval by a professional awarding body and commissioned by the prison through the Annual Delivery Plan. The package of units can consist of one individual unit or up to and including all of the units required to achieve a full qualification. The Commissioned Accredited English Or Mathematics Programme of study must be listed on the Learning Aims Reference Service (LARS) website with a Learning Delivery Genre of "Ofqual regulated qualification" or "Ofqual regulated unit", and listed under either the "English" category or "Mathematics" category on the Annual Delivery Plan. **Successful Learning Outcome:** The Learner Completion Status recorded on the Authority's ICT System on the date of extract is "The learner has completed the learning activities leading to the learning aim" and the Outcome recorded on the Authority's ICT System on the date of extract is "Achieved", indicating that the Enrolee has successfully passed the awarding body's assessment criteria for all the units in the Commissioned Accredited English Or Mathematics Programme of study. There must be evidence of achievement available on request in order to certify that the accredited assessment criteria have been achieved (for example, a certificate supplied by the awarding body, or proof on the awarding body's website – not an exhaustive list). The following Outcomes recorded on the Authority's ICT System on the date of extract will **not** be considered a Successful Learning Outcome: • "Achieved – awaiting certificate"; • "Partial achievement – awaiting QA"; • "Learning activities are complete but the outcome is not yet known"; • "No achievement"; • Blank. In addition, the following Learner Completion Statuses recorded on the Authority's ICT System on the date of extract will **not** be considered a Successful Learning Outcome: • "The learner has withdrawn from the learning activities leading to the learning aim"; • "Learner has temporarily withdrawn from the aim due to an agreed break in learning".

Guided Learning Hours: The hours recommended by the awarding body, at the appropriate time that an Enrolee should spend on being taught, instructed, or otherwise participating in the Commissioned Accredited English Or Mathematics Programme of study, under the immediate guidance or supervision of the Contractor's staff.

Scope

In-scope Commissioned Accredited English Or Mathematics Programmes of study

To be eligible for the measure, the Commissioned Accredited English Or Mathematics Programme of study must be:

- Listed under either the "English" category or "Mathematics" category on the Annual Delivery Plan and defined by the qualifications regulatory body (Ofqual in England) as at Entry Level, Level 1 or Level 2;
- Delivered by the Contractor and commissioned by the Prison through the Annual Delivery Plan; and
- Listed on the Learning Aims Reference Service (LARS) website with a Learning Delivery Genre of "Ofqual regulated qualification" or "Ofqual regulated unit".

In-scope Enrolees

To be eligible for the measure, the Enrolee must have:

- Enrolled onto an in-scope Commissioned Accredited English Or Mathematics Programme of study;
- Not previously achieved a Successful Learning Outcome on the same Commissioned Accredited English Or Mathematics Programme of study, or a Commissioned Accredited English Or Mathematics Programme of study listed in the same Annual Delivery Plan subject category at a higher qualification level, either before entering custody or whilst in custody;
- Commenced their learning on the in-scope Commissioned Accredited English Or Mathematics Programme of study (i.e. have a Learning Start Date recorded against the in-scope Commissioned Accredited English Or Mathematics Programme of study on the Authority's ICT System) on or after 1st October 2025; and
- Completed their learning on the in-scope Commissioned Accredited English Or Mathematics Programme of study (i.e. have a Learning Actual End Date recorded against the in-scope

	Commissioned Accredited English Or Mathematics Programme of study on the Authority's ICT system, regardless of whether they have, or have not, completed all of the learning activities leading to the learning aim) within the Performance Period. A prisoner can be only counted once in a Performance Period for each in-scope Commissioned Accredited English Or Mathematics Programme of study but can be counted more than once in a Performance Period, if that prisoner completed more than one in-scope Commissioned Accredited English Or Mathematics Programme of study in the Performance Period. **Scoring system** • Points equal to the Guided Learning Hours for the Commissioned Accredited English Or Mathematics Programme of study will be awarded if the Enrolee achieves a Successful Learning Outcome in no more than one and a half (1.5) times the Guided Learning Hours. • Zero (0) points will be awarded if the Enrolee does not achieve a Successful Learning Outcome within one and a half (1.5) times the Guided Learning Hours, even if a Successful Learning Outcome is achieved after more than one and a half (1.5) times the Guided Learning Hours. **Exemptions** An Enrolee will be excluded from the numerator and denominator when the Enrolee withdraws or is withdrawn from the Commissioned Accredited English or Mathematics Programme of study for one of the following reasons: • The Enrolee is released from custody; • Medical or security reasons; • The Enrolee transfers to another prison which is either outside of the Contractor's remit or within the remit of the Contractor but the same Commissioned Accredited English Or Mathematics Programme of study cannot be facilitated; • The Enrolee is allocated to a Commissioned Accredited English Or Mathematics Programme of study which was not recommended by the Contractor during screening and assessment. The reason for the withdrawal must be agreed by both the Authority and Contractor and recorded on the Authority's ICT System.

	If an Enrolee transfers to another Prison, which is within the same Contractor's remit, and at which the same Commissioned Accredited English or Mathematics Programme of study can be facilitated, then the receiving Prison will be responsible for the learning outcome and is therefore not exempt.
Formula / Calculation:	$\frac{a}{b} \times 100 =$ Percentage of Enrolees on Commissioned Accredited English Or Mathematics Programmes of study aimed at Entry Level, Level 1 or Level 2 who achieve a Successful Learning Outcome within one and a half times the Guided Learning Hours Where: a = The sum of the points awarded for all in-scope Commissioned Accredited English Or Mathematics Programmes of study completed by all in-scope Enrolees in the Performance Period. b = The sum of the Guided Learning Hours for all in-scope Commissioned Accredited English Or Mathematics Programmes of study completed by all in-scope Enrolees in the Performance Period.

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KPI 3 – Accredited Programmes of Study

Metric(s) Name:	**Enrolees on Commissioned Accredited Programmes of study excluding those captured in KPI 2 who achieve a Successful Learning Outcome within one and a half times the Guided Learning Hours.**
Long name:	The percentage of Enrolees on Commissioned Accredited Programmes of study delivered by the Contractor, excluding those captured in KPI 2, who achieve a Successful Learning Outcome within one and a half times the Guided Learning Hours.
Rationale:	A contractual measure to hold the Contractor to account for ensuring that Enrolees on Commissioned Accredited Programmes of study other than those captured in KPI 2 achieve a Successful Learning Outcome. The measure will help to support prisoners to attain the necessary education qualifications, skills, training and experience required for their desired future career so that they are better placed to secure work or further education on release. This will support the long-term aim of reducing reoffending.
Output:	The number of Enrolees on Commissioned Accredited Programmes of study delivered by the Contractor, excluding those captured in KPI 2, who achieved a Successful Learning Outcome in no more than one and a half times the Guided Learning Hours, as a percentage of all those Enrolees who completed their learning on a Commissioned Accredited Programme of study other than those captured in KPI 2 in the Performance Period.
Performance Ratings:	
Deep Green / Rating of 4	As detailed in Appendix 2 (*Variation by Prison: Targets and Weightings*).
Green / Rating of 3	As detailed in Appendix 2 (*Variation by Prison: Targets and Weightings*).
Amber / Rating of 2	As detailed in Appendix 2 (*Variation by Prison: Targets and Weightings*).
Red / Rating of 1	As detailed in Appendix 2 (*Variation by Prison: Targets and Weightings*).
Technical Description:	**Definitions** **Enrolee:** A prisoner who has agreed to be allocated to a Commissioned Accredited Programme of study, having been appropriately screened and assessed, received advice from a CIAG adviser, and been correctly allocated to the Commissioned Accredited Programme of study. A prisoner can be an Enrolee for more than one Commissioned Accredited Programme of study. **Commissioned Accredited Programme of study**: A package of units, in a subject other than English or Mathematics at Entry Level,

	Level 1 or Level 2, which have been developed to a set of regulated standards and received regulated approval by a professional awarding body, and commissioned by the prison through the Annual Delivery Plan . The package of units can consist of one individual unit or up to and including all of the units required to achieve a full qualification. The Commissioned Accredited Programme of study must be listed on the Learning Aims Reference Service (LARS) website with a Learning Delivery Genre of "Ofqual regulated qualification" or "Ofqual regulated unit". **Successful Learning Outcome:** The Learner Completion Status recorded on the Authority's ICT System on the date of extract is "The learner has completed the learning activities leading to the learning aim" and the Outcome recorded on the Authority's ICT System on the date of extract is "Achieved", indicating that the Enrolee has successfully passed the awarding body's assessment criteria for all the units in the Commissioned Accredited Programme of study. There must be evidence of achievement available on request in order to certify that the accredited assessment criteria have been achieved (for example, a certificate supplied by the awarding body, or proof on the awarding body's website – not an exhaustive list). The following Outcomes recorded on the Authority's ICT System on the date of extract will **not** be considered a Successful Learning Outcome: • "Achieved – awaiting certificate"; • "Partial achievement – awaiting QA"; • "Learning activities are complete but the outcome is not yet known"; • "No achievement"; • Blank. In addition, the following Learner Completion Statuses recorded on the Authority's ICT System on the date of extract will **not** be considered a Successful Learning Outcome: • "The learner has withdrawn from the learning activities leading to the learning aim"; "Learner has temporarily withdrawn from the aim due to an agreed break in learning". **Guided Learning Hours** : The hours recommended by the awarding body as the appropriate time that an Enrolee should spend on being taught, instructed, or otherwise participating in the

Commissioned Accredited Programme of study, under the immediate guidance or supervision of the Contractor's staff.

Scope

In-scope Commissioned Accredited Programme of study

To be eligible for the measure, the Commissioned Accredited Programme of study must be:

- Not within the scope of KPI 2;
- Delivered by the Contractor and commissioned by the Prison through the Annual Delivery Plan ; and
- Listed on the Learning Aims Reference Service (LARS) website with a Learning Delivery Genre of "Ofqual regulated qualification" or "Ofqual regulated unit".

In-scope Enrolees

To be eligible for the measure, the Enrolee must have:

- Enrolled onto an in-scope Commissioned Accredited Programme of study;
- Not previously achieved a Successful Learning Outcome on the same Commissioned Accredited Programme of study either before entering custody or whilst in custody;
- Commenced their learning on the in-scope Commissioned Accredited Programme of study (i.e. have a Learning Start Date recorded against the in-scope Commissioned Accredited Programme of study on the Authority's ICT System) on or after 1st October 2025; and
- Completed their learning on the in-scope Commissioned Accredited Programme of study (i.e. have a Learning Actual End Date recorded against the in-scope commissioned accredited programme of study on the Authority's ICT system, regardless of whether they have, or have not, completed all of the learning activities leading to the learning aim) within the Performance Period.

A prisoner can only be counted once in a Performance Period for each in-scope Commissioned Accredited Programme of study. However, they can be counted more than once in a Performance Period, if that prisoner completed more than one in-scope Commissioned Accredited Programme of study in the Performance Period.

Scoring system

	• Points equal to the Guided Learning Hours for the Commissioned Accredited Programme of study will be awarded if the Enrolee achieves a Successful Learning Outcome in no more than one and a half (1.5) times the Guided Learning Hours. • Zero (0) points will be awarded if the Enrolee does not achieve a Successful Learning Outcome within one and a half (1.5) times the Guided Learning Hours, even if a Successful Learning Outcome is achieved after more than one and a half times the Guided Learning Hours. **Exemptions** An Enrolee will be excluded from the numerator and denominator when the Enrolee withdraws or is withdrawn from the Commissioned Accredited Programme of study for one of the following reasons: • The Enrolee is released from custody; • Medical or security reasons; • The Enrolee transfers to another prison which is either outside of the Contractor's remit or within the remit of the Contractor but the same Commissioned Accredited Programme of study cannot be facilitated; • The Enrolee is allocated to a Commissioned Accredited Programme of study which was not recommended by the Contractor during screening and assessment. The reason for the withdrawal must be agreed by both the Authority and Contractor and recorded on the Authority's ICT System. If an Enrolee transfers to another Prison, which is within the same Contractor's remit, and at which the same Commissioned Accredited Programme of study can be facilitated, then the receiving prison will be responsible for the learning outcome and is therefore not exempt.

Formula / Calculation:	$\frac{a}{b} \times 100$ = Percentage of Enrolees on Commissioned Accredited Programmes of study excluding those captured in KPI 2 who achieve a Successful Learning Outcome within one and a half times the Guided Learning Hours Where: a = The sum of the points awarded for all in-scope Commissioned Accredited Programmes of study completed by all in-scope Enrolees in the Performance Period. b = The sum of the Guided Learning Hours for all in-scope Commissioned Accredited Programmes of study completed by all in-scope Enrolees in the Performance Period.

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KPI 4 – Unaccredited Programmes of study

Metric(s) Name:	**Enrolees on Unaccredited Programmes of study who achieve a Successful Learning Outcome within one and a half times the Timetabled Learning Hours.**
Long name:	The percentage of Enrolees on Unaccredited Programmes of study delivered by the Contractor who achieve a Successful Learning Outcome within one and a half times the agreed Timetabled Learning Hours.
Rationale:	A contractual measure to hold the Contractor to account for ensuring that enrolees on unaccredited programmes of study achieve a successful learning outcome. This will help support prisoners to acquire the additional training, skills and experience required for their desired future career, so they are better placed to secure work or further education on release. This will support the long-term aim of reducing reoffending.
Output:	The number of Enrolees on Unaccredited Programmes of study delivered by the Contractor who achieved a Successful Learning Outcome in no more than one and a half times the Timetable Learning Hours, as a percentage of all Enrolees who completed their learning on an Unaccredited Programme of study in the Performance Period.
Performance Ratings: N/A	
Technical Description:	**<u>Definitions</u>** **Enrolee:** A prisoner who has agreed to be allocated to an Unaccredited Programmes of study, having been appropriately screened and assessed, received advice from a CIAG adviser, and been correctly allocated to the Unaccredited Programme of study. A prisoner can be an Enrolee for more than one Unaccredited Programme of study. **Unaccredited Programme of study:** An educational, skills or work programme of study, listed on the Annual Delivery Plan that is not approved against regulated standards by the qualifications regulatory body (Ofqual in England). **Successful Learning Outcome:** The Learner Completion Status recorded on the Authority's ICT System on the date of extract is "The learner has completed the learning activities leading to the learning aim" and the Outcome recorded on the Authority's ICT System on the date of extract is "Achieved", indicating that the Enrolee has satisfied all the criteria for a Successful Learning Outcome for the Unaccredited Programme of study, as defined by the Contractor and agreed by the Authority at the curriculum development stage.

The following Outcomes recorded on the Authority's ICT System on the date of extract will **not** be considered a Successful Learning Outcome:

- "Achieved – awaiting certificate";
- "Partial achievement – awaiting QA";
- "Learning activities are complete but the outcome is not yet known";
- "No achievement";
- Blank.

In addition, the following Learner Completion Statuses recorded on the Authority's ICT System on the date of extract will **not** be considered a Successful Learning Outcome:

- "The learner has withdrawn from the learning activities leading to the learning aim";
- "Learner has temporarily withdrawn from the aim due to an agreed break in learning".

Timetabled Learning Hours: The hours agreed by the Contractor and Authority as the appropriate amount of time that an Enrolee should spend on being taught, instructed, or otherwise participating in the Unaccredited Programme of study, under the immediate guidance or supervision of the Contractor's staff.

Scope

In-scope Unaccredited Programmes of study

To be eligible for the measure, the Unaccredited Programme of study must be:

- Delivered by the Contractor and commissioned by the Prison through the Annual Delivery Plan.

In-scope Enrolees

To be eligible for the measure, the Enrolee must have:

- Enrolled onto an in-scope Unaccredited Programme of study;
- Not previously achieved a Successful Learning Outcome on the same Unaccredited Programme of study either before entering custody or whilst in custody;
- Commenced their learning on the in-scope Unaccredited Programme of study (i.e. have a Learning Start Date recorded against the in-scope Unaccredited Programme of study on the Authority's ICT System) on or after 1st October 2025; and

	• Completed their learning on the in-scope Unaccredited Programme of study (i.e. have a Learning Actual End Date recorded against the in-scope Unaccredited Programme of study on the Authority's ICT system, regardless of whether they have, or have not, completed all of the learning activities leading to the learning aim) within the Performance Period. A prisoner can only be counted once in a Performance Period for each in-scope Unaccredited Programme of study. However, they can be counted more than once in a Performance Period, if that prisoner completed more than one in-scope Unaccredited Programme of study in the Performance Period. **Scoring system** • Points equal to the Timetabled Learning Hours for the Unaccredited Programme of study will be awarded if the Enrolee achieves a Successful Learning Outcome in no more than one and a half times the Timetabled Learning Hours. • Zero (0) points will be awarded if the Enrolee does not achieve a Successful Learning Outcome within one and a half times the Timetabled Learning Hours, even if a Successful Learning Outcome is achieved after more than one and a half times the Timetabled Learning Hours. **Exemptions** An Enrolee will be excluded from the numerator and denominator when the Enrolee withdraws or is withdrawn from the Unaccredited Programme of study for one of the following reasons: • The Enrolee is released from custody; • Medical or security reasons; • The Enrolee transfers to another Prison which is either outside of the Contractor's remit or within the remit of the Contractor but the same Unaccredited Programme of study cannot reasonably be facilitated; • The Enrolee is allocated to an Unaccredited Programme of study which was not recommended by the Contractor during screening and assessment. • The reason for the withdrawal must be agreed by both the Authority and Contractor and recorded on the Authority's ICT System. • If an Enrolee transfers to another Prison which is within the same Contractor's remit and at which the same Unaccredited Programme of study can be facilitated then the receiving Prison

	will be responsible for the learning outcome and is therefore not exempt.
Formula / Calculation	$\frac{a}{b} \times 100 =$ Percentage of Enrolees on Unaccredited Programmes of study who achieve a Successful Learning Outcome within one and a half times the Timetabled Learning Hours
	Where: a = The sum of the points awarded for all in-scope Unaccredited Programmes of study completed by all in-scope Enrolee in the Performance Period. b = The sum of the Timetabled Learning Hours for all in-scope Unaccredited Programmes of study completed by all in-scope Enrolees in the Performance Period.

Contract for the Provision of Prison Education Service (Core Education)

KPI 5 – Not Used

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Contract for the Provision of Prison Education Service (Core Education)

KPI 6 (part a) - Screening and Assessment

Metric(s) Name:	**Prisoners for whom screening and assessment is completed on time.**
Long name:	The percentage of in-scope prisoners for whom all required screening tools and assessments are **Completed On Time**.
Rationale:	A contractual measure to hold the Contractor to account for the timely completion of the following screening tools and assessments, where required, so that prisoners can be allocated to undertake appropriate education, skills and work activity: • Additional Learning Needs indicator tool; • Functional Skills (Mathematics, English, Digital Skills) screening tool; • English for Speakers of Other Languages ("**ESOL**") assessments; and • Reading Support assessments "**Required Screening Tools And Assessments**". This should assist the Prison and Contractor in gathering information to make critical decisions and enable the formulation of appropriate support mechanisms for prisoners, where these are determined as required. This will support the long-term aims to improve prisoners' numeracy and literacy, and other qualifications and skills, and to reduce reoffending.
Output:	The number of in-scope prisoners for whom all Required Screening Tools And Assessments are Completed On Time, as a percentage of all in-scope prisoners who reached thirty (30) calendar days from the Eligibility Date in the Performance Period or whose Required Screening Tools And Assessments were Completed On Time in the Performance Period.
Performance Ratings:	
Deep Green / Rating of 4	Where the percentage of in-scope prisoners for whom all Required Screening Tools And Assessments are Completed On Time is greater than or equal to 98.0%.
Green / Rating of 3	Where the percentage of in-scope prisoners for whom all Required Screening Tools And Assessments are Completed On Time is greater than or equal to 95.0% and less than 98.0%.
Amber / Rating of 2	Where the percentage of in-scope prisoners for whom all Required Screening Tools And Assessments are Completed On Time is greater than or equal to 90.0% and less than 95.0%

Red / Rating of 1	Where the percentage of in-scope prisoners for whom all Required Screening Tools and Assessments are Completed On Time is less than 90.0%.

Technical Description:	**Definitions** **Required Screening Tools And Assessments:** The screening tools and/or assessments which the Contractor is required to undertake for a prisoner (as defined by the Authority), when the prisoner meets the eligibility criteria for the screening tool or assessment defined in the "in-scope prisoners" section below. **Completed:** The date on which a prisoner's screening tool or assessment result is recorded on the Authority's ICT System. **Eligibility Date:** The date on which an in-scope prisoner becomes eligible to undertake the Required Screening Tools and Assessments. This date is the most recent of: • The date the prisoner is first received into custody. • The date of transfer, if the prisoner is transferred to another Prison within thirty (30) calendar days of first receipt into custody and has not already Completed all the Required Screening Tools and Assessments. • The date that the reason for delay is recorded on the Authority's ICT System as having been resolved, if the Authority and the Contractor agree to delay a prisoner's Required Screening Tools and Assessments due to one of the reasons listed in the "out of scope prisoners" section below. **Completed On Time:** For each in-scope prisoner, the Contractor has thirty (30) calendar days, starting from the prisoner's Eligibility Date, to complete all the Required Screening Tools and Assessments and record the results on the Authority's ICT System. **Scope** **In-scope prisoners** A prisoner is in-scope if they meet the eligibility criteria for one or more of the Required Screening Tools and Assessments, as per the definitions below. Requires the completion of the Additional Learning Needs indicator tool: • All prisoners without a previous record on the Authority's ICT System of completing the Prison Education Services ("**PES**") Additional Learning Needs indicator tool.

	Requires the completion of the Functional Skills (Mathematics, English, Digital Skills) screening tool: • All prisoners without a previous record on the Authority's ICT System of having Completed Functional Skills screening and there is no evidence, either recorded on the Learning Records Service ("**LRS**") or provided by the prisoner, of prior attainment of a GCSE Grade 4, or equivalent, in English, Mathematics and ICT/Digital Skills. • Only prisoners who have not been deemed eligible for ESOL screening and do not require an ESOL pathway will require the completion of the Functional Skills screening tool. Requires the completion of an English for Speakers of Other Languages ("**ESOL**") assessment: • All prisoners without a previous record on the Authority's ICT System of having previously completed an ESOL assessment and: • Has self-declared an English language need; or • Has had an English language need identified via the Basic Custody Screening Tool ("**BCST**") or education introduction; or • Has been referred for an ESOL assessment by any member of Prison staff. Requires the completion of a Reading Support assessment: • All prisoners without a previous record on the Authority's ICT System of having previously completed a Reading Support assessment where the prisoner: • Self declares on the BCST that they cannot read or struggle with reading; or • Scores Pre-Entry, E1 or E2 on the English Functional Skill assessment; or • Has potential reading difficulties identified via the Additional Learning Needs indicator tool; or • Does not have an existing educational record and has been referred for a Reading Support assessment by any member of Prison staff. In circumstances where a non-educational staff member refers a prisoner, the referral must be assessed by education staff before a Reading Support assessment is undertaken; or • Chooses to self-refer for a Reading Support assessment where there are no other indicators of functional reading ability on record (English level E3 and above for

example). Where a prisoner self-refers but there is an indication of ability to read, the referral must be assessed by education staff before a Reading Support assessment is undertaken.

- Only prisoners who have not been deemed eligible for ESOL screening and do not require an ESOL pathway will require the completion of the Reading Support assessment.

Out of scope prisoners:

- All prisoners who were first received into custody prior to 1st October 2025.
- All prisoners who do not meet the eligibility criteria for any of the Required Screening Tools and Assessments outlined in the "in-scope prisoners" section.
- Prisoners who have not reached thirty (30) calendar days from the Eligibility Date within the Performance Period and have not yet Completed all the Required Screening Tools and Assessments.
- Individual prisoners for whom it has been agreed that screening and assessment should be delayed, because it is not possible or appropriate for it to be Completed on Time. Reasons for delay may include the following (not an exhaustive list):
    - Drug/alcohol dependency recovery;
    - Health concern/assessment/treatment;
    - Prisoner safety (e.g. where outreach work cannot be facilitated);
    - Security issue that poses a risk to staff;
    - Failure of the prisoner to engage;
    - Prison regime circumstances outside of the Contractor's control.

Where the decision is made to delay screening, this must be clearly recorded on the Authority's ICT System, agreed with appropriate Prison staff and have a review date set for further engagement with the prisoner, as defined in Paragraph 11 of Part 2 to Schedule 2 (*Specification*). Once the reason for the delay has been resolved the Contractor will have thirty (30) calendar days, starting from the date the reason for the delay is recorded as resolved, to Complete the Required Screening Tools And Assessments.

Scoring system

	• One (1) point will be awarded if all the Required Screening Tools and Assessments for an in-scope prisoner are Completed on Time. • Zero (0) points will be awarded if all the Required Screening Tools and Assessments for an in-scope prisoner are not Completed on Time, including when one or more of the Required Screening Tools and Assessments for an in-scope prisoner is Completed more than thirty (30) calendar days after the Eligibility Date. **Any in-scope prisoners whose** Required Screening Tools and Assessments are not all Completed by the end of the Performance Period will be carried over in the denominator to subsequent Performance Periods until all the Required Screening Tools and Assessments have been Completed. A prisoner whose Required Screening Tools and Assessments were carried over from a previous Performance Period and not Completed on Time will be removed from the denominator in the Performance Period in which all Required Screening Tools and Assessments are Completed. **Exemptions** A prisoner will be excluded from the numerator and denominator, when agreed by the Authority and Contractor, if one of the following events occurs within thirty (30) calendar days of the Eligibility Date and all the Required Screening Tools and Assessments have not been Completed: • **The death, escape or absconding** of the prisoner; • **Release** of the prisoner from custody; • **Transfer of the prisoner to another Prison**. If the prisoner has not Completed all the Required Screening Tools and Assessments prior to the date the transfer is completed, the prisoner will be excluded from the numerator and denominator for the Prison from which the prisoner is transferred with effect from the date the transfer is completed. The deadline for Completing the prisoner's remaining Required Screening Tools and Assessments will be reset for the receiving Prison with effect from the date that the transfer is completed. However, if the prisoner has Completed all the Required Screening Tools and Assessments prior to the date the transfer is completed, the prisoner will not be excluded from the numerator and denominator for the Prison from which the prisoner is transferred.

Formula / Calculation	$\frac{a}{b + c} \times 100$ = Percentage of in-scope prisoners for whom all Required Screening Tools and Assessments are Completed On Time. Where: a = The sum of the points awarded for in-scope prisoners for whom all Required Screening Tools and Assessments are Completed On Time. b = The total number of in-scope prisoners who either reached thirty (30) calendar days from the Eligibility Date within the current Performance Period or Completed all Required Screening Tools And Assessments On Time within the current Performance Period. c = The total number of in-scope prisoners who reached thirty (30) calendar days from the Eligibility Date and had not Completed all Required Screening Tools and Assessments during a previous Performance Period and who have still not completed all of their Required Screening Tools and Assessments by the end of the current Performance Period.
Additional Guidance:	**Screening tool:** An evidence-based and standardised series of questions designed to accurately determine a prisoner's ability level/additional learning need, to determine their starting point, and to inform the next step of their Education, Skills and Work pathway. **Additional Learning Needs indicator tool:** A question set which provides an indicator of a prisoner's additional learning needs, which can produce accurate results informing education and Prison-wide additional needs support planning processes. **Functional Skills (Mathematics, English, Digital Skills) screening tool:** A series of questions designed to accurately determine a prisoner's ability level in Mathematics, English and Digital skills.

	English for Speakers of Other Languages ("ESOL") **Assessment:** An assessment that identifies a prisoner's existing English language proficiency level and areas of need. **Reading Support Assessment:** An assessment tool that identifies prisoners' existing reading proficiency level and areas of need.

Contract for the Provision of Prison Education Service (Core Education)

KPI 6 (part b) - Screening and Assessment Quality Cap

Metric(s) Name:	**Quality of screening and assessment provision**
Long name:	A quarterly assurance process for the quality of screening and assessment provision.
Rationale:	A contractual measure to hold the Contractor to account for the quality of delivery of screening and assessment provision. The screening tools and assessments will provide a more accurate indication of a prisoner's ability level and neurodiversity needs, informing accurate, individualised education pathways and supporting planning. This will support the long-term aims to improve prisoners' numeracy and literacy, and other qualifications and skills, and to reduce reoffending.
Output:	A rating from 1 to 4, based on the number of Key Lines of Enquiry that were passed.
Performance Ratings:	
Deep Green / Rating of 4	Where all three (3) Key Lines of Enquiry have been passed.
Green / Rating of 3	Where two (2) out of three Key Lines of Enquiry have been passed.
Amber / Rating of 2	Where one (1) out of three Key Lines of Enquiry has been passed.
Red / Rating of 1	Where no (0) Key Lines of Enquiry have been passed.

Technical Description:	The quality of the Contractor's delivery of screening and assessment provision will be assessed against three Key Lines of Enquiry, which are set out in the Additional Guidance section of this Technical Note. **Definitions** **Population Size**: The total number of distinct prisoners in the prison who Completed at least one screening tool or assessment in the Performance Period. **Sample Size:** The number of prisoners whose screening and assessment records will be assessed, out of all those prisoners in the Prison who Completed at least one screening tool or assessment in the Performance Period. **Margin Of Error**: The Margin Of Error expresses the amount of the random variation in a sample. A lower Margin Of Error of ±5% gives a greater confidence that the sample's reported percentages are close to the "true" percentages in the whole population.

	Confidence Level: A 95% Confidence Level means the "true" percentage for the entire population would be within the Margin Of Error around the sample's reported percentage 95% of the time. **Completed**: The date on which a prisoner's screening tool or assessment result is recorded on the Authority's ICT System. **Scope** **In-scope prisoners**: The measure applies to all prisoners who have Completed at least one of the screening tools and assessments in Paragraph 11.3 of Part 2 to Schedule 2 (*Specification*), in the Performance Period. **Assurance methodology** The following assurance activities will be carried out each Performance Period: 1. The Prison (more specifically the Learning and Skills Manager or the Head of Education Skills and Work) will assess a sample of prisoners' screening and assessment records against the three Key Lines of Enquiry set out in the Additional Guidance section. The Sample Size will be determined using the Sample Size calculation detailed in the Additional Guidance section, based on a ±5% Margin Of Error and a 95% Confidence Level. 2. This assurance will be moderated across prisons by the Authority, to ensure accuracy and consistency, using dip sampling. More information on both of these activities can be found in the Additional Guidance section of this Technical Note. **Scoring system** The Contractor will be awarded a "pass" or "fail" for each Key Line of Enquiry, based on the following criteria: • **Pass:** The requirements for that Key Line of Enquiry have been met in 95% or more of the assessed sample of prisoners' screening and assessment records.

	• **Fail:** The requirements for that Key Line of Enquiry have been met in less than 95% of the assessed sample of prisoners' screening and assessment records . The three Key Lines of Enquiry are equally weighted.

Additional Guidance:

Key Lines of Enquiry

The three Key Lines of Enquiry, and the requirements which need to be met for each Key Line of Enquiry, are as follows:

Key Line of Enquiry	Requirements
1 Prior to the screening tools and assessments being completed, were all relevant ICT systems checked for any existing assessment results?	• All relevant ICT systems have been checked (e.g. Learning Records Service ("**LRS**"), Curious).
2 Where assessments have been completed, have those assessments been recorded on the Authority's ICT System accurately, including a summary of results and next step recommendations?	• All required data have been recorded on the Authority's ICT System, according to the Specification. • Recommendations for next steps functional skills programmes of study have been recorded on the Authority's ICT System. • Where appropriate, recommendations for additional learning needs support have been recorded on the Authority's ICT System. • Referrals to stakeholders have been made and recorded on the Authority's ICT System, where appropriate.
3 Where a decision has been made to delay screening and assessment beyond the thirty (30) calendar days window (including refusals) as defined in Paragraph 11.4(l) of Part 2 of Schedule 2 (*Specification*), is there evidence of when this	The following information has been recorded on the Authority's ICT System: • Date of decision making; • Prison staff member's name involved in decision making; • Reasons for delay; and • Review date.

decision was made, whether this decision was made in collaboration with appropriate Prison staff, the reasons for the delay, and an agreed review date within three (3) months?	

Assessment methodology

Step 1: Sample size calculation

For a Sample Size to be statistically significant, meaning that the result is not likely due to chance, a Margin Of Error of ±5% and a Confidence Level of 95% should be used.

$$Sample\ Size\ (n) = \frac{Nz^2pq}{(E^2(N-1) + z^2pq)}$$

Where:

n is the Sample Size required
N is the Population Size
p and q are the population proportions and are set at 0.5
z is the Confidence Level and is set at 1.96 (i.e. a 95% confidence level)
E is the Margin Of Error and is set to 0.05.

The Sample Size (n) will be rounded up to the next whole number, to ensure that the Sample Size is statistically significant.

Worked example

750 prisoners completed at least one screening tool or assessment at HMP Example in the Performance Period.

$$Sample\ Size\ (n) = \frac{(750\ \times 1.96^2 \times 0.5 \times 0.5)}{\left((0.05^2 \times (750-1)) + (1.96^2 \times 0.5 \times 0.5)\right)}$$

$$Sample\ Size\ (n) = \frac{(750\ \times 3.8416 \times 0.5 \times 0.5)}{\left((0.0025 \times 749) + (3.8416 \times 0.5 \times 0.5)\right)}$$

	$$Sample\ Size\ (n) = \frac{720.3}{(1.8725 + 0.9604)}$$ $$Sample\ Size\ (n) = \frac{720.3}{(1.8725 + 0.9604)}$$ $$Sample\ Size\ (n) = \frac{720.3}{2.8329}$$ $$Sample\ Size\ (n) = 254.2624$$ $Sample\ Size\ (n)$ $= 255\ (rounded\ up\ to\ the\ next\ whole\ number)$ Therefore, the screening and assessment records of 255 prisoners will be assessed for HMP Example for the Performance Period. **Step 2: Dip sampling** 'Dip sampling" is a technique used to check that processes are being following properly without having to look at every single case. Moderators will "dip" into the prisoners' screening and assessment records at random and check that the screening tools and assessments have been processed properly.

Contract for the Provision of Prison Education Service (Core Education)

KPI 7 (part a) - Additional Learning Needs

Metric(s) Name:	**Education-Specific Individual Support Plans completed on time and reviewed and updated at the agreed time intervals.**
Long name:	The percentage of Education-Specific Individual Support Plans which are completed on time and reviewed and updated at the agreed time intervals.
Rationale:	A contractual measure to hold the Contractor to account for the timely completion of initial Education-Specific Individual Support Plans and on-going Education-Specific Individual Support Plan reviews. Additional learning needs provision aims to support prisoners with identified additional learning needs to achieve at the same rate as prisoners for whom additional learning needs have not been identified, meaning there should be no practical difference in learning outcomes between those with and without additional learning needs. This will support the long-term aim of reducing reoffending.
Output:	The number of Education-Specific Individual Support Plans completed on time, and reviewed and updated at the agreed time intervals, in the Performance Period, as a percentage of all plans expected to be completed, and reviewed and updated, within the Performance Period.
Performance Ratings:	
Deep Green / Rating of 4	Where the percentage of Education-Specific Individual Support Plans which are completed, or reviewed and updated, on or prior to the agreed deadline is greater than or equal to 98.0%.
Green / Rating of 3	Where the percentage of Education-Specific Individual Support Plans which are completed, or reviewed and updated, on or prior to the agreed deadline is greater than or equal to 95.0% and less than 98.0%.
Amber / Rating of 2	Where the percentage of Education-Specific Individual Support Plans which are completed, or reviewed and updated, on or prior to the agreed deadline is greater than or equal to 90.0% and less than 95.0%.
Red / Rating of 1	Where the percentage of Education-Specific Individual Support Plans which are completed, or reviewed and update, on or prior to the agreed deadline is less than 90.0%.
Technical Description	**Definitions** **Education-Specific Individual Support Plan:** A tailored plan which specifies any adjustments or support that an individual needs in order to be able to effectively participate in any learning opportunities within education.

	Completed Education-Specific Individual Support Plan: All sections of the Education-Specific Individual Support Plan have been completed, agreed by the prisoner and uploaded onto the Authority's ICT System, and there is evidence that quality assurance processes have been followed. The review date must be recorded on the Authority's ICT system at the time of the Education-Specific Individual Support Plan creation or update
:	**Completed Education-Specific Individual Support Plan Review**: The Education-Specific Individual Support Plan has been reviewed, and a written update has been provided on progress, the impact of the support and changes made. The updated Education-Specific Individual Support Plan, with evidence of the review, has been uploaded onto the Authority's ICT System. **Programme of study:** Any accredited or unaccredited educational, skills or work package of units, listed on the Annual Delivery Plan. **Enrolled**: The date that the prisoner is registered on a Programme of study. **<u>Education-Specific Individual Support Plans Completed on time</u>** <u>Scope</u> **Prisoners in scope** • All prisoners who have completed the Additional Learning Needs indicator tool and been flagged as requiring additional learning support and are enrolled on a Programme of study. • Prisoners that self-declare additional learning needs and are enrolled on a Programme of study. • Prisoners that are identified by an appropriate member of Prison or Contractor's staff, such as a teacher, learning support worker or probation staff, as having an additional learning need, even where the Additional Learning Needs indicator tool did not identify any additional learning need. **Prisoners out of scope** The measure does not apply to: • Prisoners who have been identified through the Additional Learning Needs indicator tool as having potential areas of

	additional learning needs but have declined an Education-Specific Individual Support Plan, and this decision has been recorded on the Authority's ICT System. • Prisoners who have not been identified as having an additional learning need. • Prisoners who are not enrolled on any Programme of study. <u>Scoring system</u> The Contractor has five (5) Working Days, starting from the date the prisoner is enrolled on any Programme of study, to Complete the Education-Specific Individual Support Plan. • One (1) point will be awarded if an Education-Specific Individual Support Plan is Completed within five (5) Working Days starting from the date the prisoner is enrolled on the Programme of study. • Zero (0) points will be awarded if an Education-Specific Individual Support Plan fails to be Completed within five (5) Working Days starting from the date the prisoner is enrolled on the Programme of study. Failures will be carried over in the denominator to subsequent Performance Periods until Completed. An Education-Specific Individual Support Plan not Completed on time which has been carried over from a previous Performance Period will be removed from the denominator in the Performance Period in which it is Completed. If additional needs are identified by an appropriate member of Prison or Contractor's staff, such as a teacher, learning support worker or probation staff, and the prisoner has completed the Additional Learning Needs indicator tool, but this did not identify any additional learning needs, a referral can be made to repeat the screening process if relevant and/or an Education-Specific Individual Support Plan created based on the evidence available. There is no time limit for this Education-Specific Individual Support Plan to be created. However, once the Education-Specific Individual Support Plan has been created, it will fall into scope for review at set time intervals, as detailed below. <u>Exemptions</u> All timeframes will be paused, and recorded as 'neutral' until restarted, when a prisoner:

- Transfers to another Prison which is either outside of the Contractor's remit or within the remit of the Contractor but the same Programme of study cannot be facilitated.
- Escapes or absconds. The receiving Prison will have five (5) Working Days to Complete an Education-Specific Support Plan, from the date the prisoner is enrolled onto a Programme of study on return to Prison.
- Is no longer enrolled on a Programme of study.

If a prisoner is released from custody or dies the Education-Specific Individual Support Plan will be closed and no longer included within performance calculations.

Education-Specific Individual Support Plan reviews Completed on time

Scope

Prisoners in scope for Education-Specific Individual Support Plan reviews:

- All prisoners who have a Completed Education-Specific Individual Support Plan and are enrolled on a Programme of study.

Prisoners out of scope for Education-Specific Individual Support Plan reviews:

The measure does not apply to:
- Prisoners who do not have a Completed Education-Specific Individual Support Plan in place.
- Prisoners who have a Completed Education-Specific Individual Support Plan but are not enrolled on a Programme of study.

Scoring system

An Education-Specific Individual Support Plan should be reviewed according to individual needs and agreed collaboratively with the prisoner, with a minimum of one (1) review every three (3) months, or within five (5) Working Days of the date the prisoner is enrolled on a new Programme of study, whichever is sooner. The time until the next Education-Specific Individual Support Plan review will be reset when an Education-Specific Individual Support Plan review is Completed.

	• One (1) point will be awarded if an Education-Specific Individual Support Plan review is Completed on or before the agreed deadline. • Zero (0) points will be awarded if an Education-Specific Individual Support Plan review fails to be Completed on or before the agreed deadline. Failures will be carried over in the denominator to subsequent Performance Periods until Completed. An Education-Specific Support Plan review not Completed on time which has been carried over from a previous Performance Period will be removed from the denominator in the Performance Period in which it is Completed. A success will be awarded a maximum of once every three (3) months, even if Education-Specific Individual Support Plan reviews are carried out more frequently. <u>Exemptions</u> All timeframes will be paused, and recorded as 'neutral' until restarted, when a prisoner: • Transfers to a new Prison with a Completed Education-Specific Individual Support Plan: The Completed Education-Specific Individual Support Plan should be recorded digitally on the Authority's ICT System so that it is immediately available on reception at the receiving Prison. The receiving Prison will then have five (5) Working Days from the date of enrolment onto any Programme of study to Complete an Education-Specific Individual Support Plan review**,** to see if the support documented is still relevant and appropriate for the new setting and Programme of study. • Escapes or absconds: The receiving Prison will have five (5) Working Days to Complete an Education-Specific Support Plan review, from the date the prisoner is enrolled onto a Programme of study on return to Prison. • The prisoner is no longer enrolled on a Programme of study. If a prisoner is released from custody or dies, the Education-Specific Individual Support Plan would be closed and no longer included within performance calculations.

Formula / Calculation:	$$\left(\frac{a+b}{c+d+e+f}\right) \times 100 = g$$ Where: a = The sum of the points awarded for every Education-Specific Individual Support Plan which is Completed on or before the agreed deadline in the current Performance Period. b = The sum of the points awarded for every Education-Specific Individual Support Plan review which is Completed on or before the agreed deadline in the current Performance Period. c = The total number of Education-Specific Individual Support Plans due to be Completed in the current Performance Period. d = The total number of Education-Specific Individual Support Plans carried over from previous Performance Periods for failing to be Completed. e = The total number of Education-Specific Individual Support Plan reviews due to be Completed in the current Performance Period. f = The total number of Education-Specific Individual Support Plan reviews carried over from previous Performance Periods for failing to be Completed. g= Percentage of Education-Specific Individual Support Plan which are Completed on time and reviewed and updated at the agreed time intervals.

Contract for the Provision of Prison Education Service (Core Education)

KPI 7 (part b) - Additional Learning Needs Quality Cap

Metric(s) Name:	**Quality of Additional Learning Needs provision**
Long name:	Measure to identify whether any disparities exist between the achievement of Successful Learning Outcomes for prisoners with additional learning needs and prisoners for whom additional learning needs have not been identified.
Rationale:	A contractual measure to hold the Contractor to account for the quality of delivery of additional learning needs provision. Additional learning needs provision aims to support prisoners with identified additional learning needs to achieve at the same rate as prisoners for whom additional learning needs have not been identified, meaning there should be no practical difference in learning outcomes between those with and without additional learning needs. This measure will identify if there are statistically significant disparities in Successful Learning Outcomes between the two populations and be used to hold the Contractor to account for such differences. This measure will help to improve literacy and numeracy across the estate and ensure education is inclusive. This will also support the long-term aim of reducing reoffending.
Output:	An overall rating of 1 or 4, reflecting whether there is a practically and statistically significant disparity between the proportion of successful learning outcomes for prisoners with additional learning needs and the proportion of Successful Learning Outcomes for prisoners for whom additional learning needs have not been identified.
Performance Ratings:	
Deep Green / Rating of 4	1. At least 30 in-scope programmes of study have been completed by both the in-scope prisoners with additional learning needs and the in-scope prisoners for whom additional learning needs have not been identified; and 2. The Relative Rate Index is inside the tolerance zone (i.e. greater than or equal to 0.8), meaning that there is no practically significant disparity; and Either: • The confidence interval crosses the value of 1; or • The confidence interval is within the tolerance zone. This implies that any disparity is not statistically significant.
Red / Rating of 1	1. At least 30 in-scope programmes of study have been completed by both the in-scope prisoners with additional

	learning needs and the in-scope prisoners for whom additional learning needs have not been identified; and 2. The Relative Rate Index is outside the tolerance zone (i.e. less than 0.8), meaning that there is a practically significant disparity; and 3. The confidence interval does not cross the value of 1. This implies that there is confidence that a disparity exists and that the best estimate suggests that it is of a size that is important both practically and statistically significant.
Technical Description:	**Definitions** **Education-Specific Individual Support Plan:** A tailored plan which specifies any adjustments or support that an individual needs in order to be able to effectively participate in any learning opportunities within education **Completed Education-Specific Individual Support Plan:** All sections of the Education-Specific Individual Support Plan have been completed, agreed by the prisoner and uploaded onto the Authority's ICT System, and there is evidence that quality assurance processes have been followed. The review date must be recorded on the Authority's ICT system at the time of the Education-Specific Individual Support Plan creation or update. **Programme of study:** Any accredited or unaccredited educational, skills or work package of units, listed on the Annual Delivery Plan. **Successful Learning Outcome:** The Learner Completion Status recorded on the Authority's ICT System on the date of extract is "The learner has completed the learning activities leading to the learning aim" and the Outcome recorded on the Authority's ICT System on the date of extract is "Achieved", indicates that the prisoner has either: • successfully passed the awarding body's assessment criteria for all of the units in the commissioned accredited programme of study (for commissioned accredited programmes of study); **or** • satisfied all the criteria for a successful outcome for the unaccredited programme of study, as defined by the Contractor and agreed by the Authority at the

	curriculum development stage (for unaccredited programmes of study). The following Outcomes recorded on the Authority's ICT System on the date of extract will **not** be considered a Successful Learning Outcome: • "Achieved – awaiting certificate"; • "Partial achievement – awaiting QA"; • "Learning activities are complete but the outcome is not yet known"; • "No achievement"; • Blank. In addition, the following Learner Completion Statuses recorded on the Authority's ICT System on the date of extract will **not** be considered a Successful Learning Outcome: • "The learner has withdrawn from the learning activities leading to the learning aim"; • "Learner has temporarily withdrawn from the aim due to an agreed break in learning". **Scope** **In-scope prisoners for whom additional learning needs have been identified** a) All prisoners who have completed the additional needs screening and assessment processes and been flagged as requiring additional learning support or prisoners that self-declare additional learning needs; and Have a Completed Education-Specific Individual Support Plan; and b) Are enrolled on an in-scope accredited or unaccredited programme of study within the prison; and c) Have not previously achieved a Successful Learning Outcome on the same programme of study, or (for accredited English and Mathematics programmes of study at Entry Level, Level 1 and Level 2 only) an accredited programme of study on the same subject at a higher qualification level, either before entering custody or whilst in custody; and d) Commenced their learning on the in-scope programme of study (i.e. have a Learning Start Date recorded against

	the in-scope programme of study on the Authority's ICT System) on or after 1st October 2025; and e) Completed their learning on the in-scope programme of study (i.e. have a Learning Actual End Date recorded against the in-scope programme of study on the Authority's ICT system) within the Performance Period. **In-scope prisoners for whom additional learning needs have not been identified** Prisoners who have completed the additional needs screening and assessment processes and no additional learning needs have been identified and a) Are enrolled on an in-scope accredited or unaccredited programme of study commissioned by the Prison through the Annual Delivery Plan; and b) Have not previously achieved a Successful Learning Outcome on the same programme of study, or (for accredited English and Mathematics programmes of study at Entry Level, Level 1 or Level 2 only) an accredited programme of study on the same subject at a higher qualification level, either before entering custody or whilst in custody; and c) Commenced their learning on the in-scope programme of study (i.e. have a Learning Start Date recorded against the in-scope Programme of study on the Authority's ICT System) on or after 1st October 2025; and d) Completed their learning on the in-scope programme of study (i.e. have a Learning Actual End Date recorded against the in-scope programme of study on the Authority's ICT system) within the Performance Period. **Out of scope prisoners** A prisoner is out of scope for this measure if: • They are not enrolled on any in-scope accredited or unaccredited programme of study commissioned by the Prison through the Annual Delivery Plan; **or** • They have been identified through the Additional Learning Needs indicator tool as requiring additional learning support but have declined support and are enrolled on a programme of study within the Prison; or • They have refused to complete the Additional Learning Needs screening and assessment processes

	and are enrolled on any programme of study within the Prison. **Relative Rate Index:** The Relative Rate Index calculation provides a comparison of the proportion of Successful Learning Outcomes achieved by prisoners for whom additional learning needs have been identified and prisoners for whom no additional learning needs have been identified. The calculation creates a single standardised index measure of the relative difference in Successful Learning Outcomes between the two groups. A tolerance zone is then applied as a guideline used to determine if there is a difference between the prisoners for whom additional learning needs have been identified and the prisoners for whom additional learning needs have not been identified. The conditions of the tolerance zone rule are that the selection ratio of a minority group should be at least four-fifths (80%) of the selection ratio of the majority group. Only if a Relative Rate Index value is outside this tolerance zone (i.e. less than 0.8) is there considered to be a disparity of Successful Learning Outcomes from a practical perspective. The greater the statistical variability around the Relative Rate Index value, the less certainty there can be that the results are reflective of the population. Only if the confidence interval does not cross the value of 1 does the Relative Rate Index indicate a statistically significant disparity of outcomes. For a Relative Rate Index to be considered statistically reliable, there must be a minimum of 30 completed programmes of study for the in-scope prisoners for whom ALN have been identified, and 30 programmes of study for the in-scope prisoners for whom additional learning needs have not been identified in the Relative Rate Index calculation. If there are less than 30 completed programmes of study in either group in the Relative Rate Index calculation, then the Relative Rate Index will not be applied and the Performance Rating will be recorded as “no rating”.

	Scoring system: The Relative Rate Index calculation will give a single index number for each prison. For example, 0.90. • The Relative Rate Index and confidence interval will be calculated for each prison based on the method detailed in the "Formula/Calculation" section. The Relative Rate Index and confidence interval will then be assessed against the criteria in the "Performance Ratings" section to determine the performance rating: A rating of 4 indicates that the Contractor has passed the measure. • A rating of 1 indicates that the Contractor has failed the measure. If the Relative Rate Index is not statistically significant then the measure is not applied and recorded as "no rating". **Exemptions** A prisoner will be excluded from the numerator and denominator when the prisoner withdraws or is withdrawn from a programme of study for one of the following reasons: • The prisoner is released from custody; • Medical or security reasons; • The prisoner transfers to another Prison which is either outside of the Contractor's remit or within the remit of the Contractor but the same programme of study cannot be facilitated; • The prisoner is allocated to a programme of study which was not recommended by the Contractor during screening and assessment. The reason for the withdrawal must be agreed by both the Authority and Contractor and recorded on the Authority's ICT System. If an Enrolee transfers to another Prison which is within the same Contractor's remit and at which the same programme of study can be facilitated then the receiving Prison will be responsible for the learning outcome and is therefore not exempt

Formula / Calculation:	**Calculating the Relative Rate Index ("RRI") and confidence interval** **Step 1: Calculate the rate of achievement for each population** 1. Divide the proportion of all programmes of study completed by prisoners 'for whom Additional Learning Needs have been identified' where a Successful Learning Outcome was achieved, by the Total number of programmes of study completed by prisoners 'for whom Additional Learning Needs have been identified'. 2. Divide the proportion of all programmes of study completed by prisoners 'for whom no Additional Learning Needs have been identified' where a Successful Learning Outcome was achieved, by the total number of programmes of study completed by prisoners 'for whom Additional Learning Needs have not been identified' . ➢ *This provides the rate of achievement for each population.* **Step 2: Calculate the relative rate index** • Divide the rate of successful learning outcomes achieved by prisoners 'for whom Additional Learning Needs have been identified' by the rate for prisoners 'for whom no Additional Learning Needs have been identified' *The comparison of the two rates provides a relative rate index (RRI).* ➢ $RRI = \frac{p_1}{p_2}$ Where: • p_1= Proportion of programmes of study completed by prisoners 'for whom Additional Learning Needs have been identified' where a Successful Learning Outcome was achieved. • p_2= Proportion of programmes of study completed by prisoners 'for whom no Additional Learning Needs have

been identified' where a Successful Learning Outcome was achieved.

Step 3: Calculate the confidence interval

$$ln(RRI) \pm Z\sqrt{\left(\frac{1}{n_1\left(\frac{p_1}{100}\right)} - \frac{1}{n_1}\right) + \left(\frac{1}{n_2\left(\frac{p_2}{100}\right)} - \frac{1}{n_2}\right)}$$

Where:

- n_1 is the total number of programmes of study Completed by prisoners 'for whom Additional Learning Needs have been identified'.
- n_2 is the total number of programmes of study completed by prisoners 'for whom no Additional Learning Needs Identified'.
- ln is the natural logarithm, it is the logarithm to the base 'e', where 'e' is an irrational constant approximately equal to 2.718.
- Z identifies how far from the mean a data point is. The score is set to 1.96.

Worked example

In the Performance Period**:**

- 53 programmes of study were completed by prisoners for whom additional learning needs have been identified (n_1). 25 of those programmes of study resulted in a Successful Learning Outcome.
- 233 programmes of study are completed by prisoners for whom additional learning needs have not been identified (n_2). 190 of those programmes of study resulted in a Successful Learning Outcome**.**

Step 1: Calculate the rate of achievement for each population

Divide the number of Successful Learning Outcomes achieved by the number of in-scope prisoners for the measure for each population.

(i) Proportion of programmes of study completed by prisoners 'for whom Additional Learning Needs have been identified' where a Successful Learning Outcome was achieved (p_1):

$$p_1 = \frac{25}{53} \times 100 = 47.2$$

➢

(ii) Proportion of programmes of study completed by prisoners 'for whom Additional Learning Needs have not been identified' where a Successful Learning Outcome was achieved (p_2):

$$p_2 = \frac{190}{233} \times 100 = 81.5$$

Step 2: Calculate the relative rate index

$$Relative\ rate\ index\ (RRI) = \frac{p_1}{p_2} = \frac{47.2}{81.5} = 0.579$$

Step 3: Calculate the confidence interval

(i) Calculate the standard error:

$$ln\left(\frac{47.2}{81.5}\right) \pm 1.96 \times \sqrt{\left(\frac{1}{53 \times \left(\frac{47.2}{100}\right)} - \frac{1}{53}\right) + \left(\frac{1}{233 \times \left(\frac{81.5}{100}\right)} - \frac{1}{233}\right)}$$

$$\ln(0.579) \pm 1.96 \times \sqrt{\left(\frac{1}{53 \times 0.472} - \frac{1}{53}\right) + \left(\frac{1}{233 \times 0.815} - \frac{1}{233}\right)}$$

	$$\ln(0.579) \pm 1.96 \times \sqrt{\left(\frac{1}{25.0} - 0.019\right) + \left(\frac{1}{190.0} - 0.004\right)}$$ $$\ln(0.579) \pm 1.96 \times \sqrt{(0.040 - 0.019) + (0.005 - 0.004)}$$ $\ln(0.579) \pm 1.96 \times \sqrt{0.019 + 0.004}\ \ln(0.579) \pm 1.96 \times \sqrt{0.022}$ (ii) Multiply by the standard error by 1.96: $$\ln(0.579) \pm 1.96 \times 0.149\ \ln(0.579) \pm 0.291$$ (iii) Add/subtract from $ln(RRI)$ to obtain the lower and upper limits: ➢ $$(-0.546 \pm 0.291)$$ $$(-0.837\ ,\ -0.255)$$ (iv) Take the antilog of the lower and upper limits to generate the confidence interval: $$e^{-0.837} = 0.163\ and\ e^{-0.255} = 0.745$$ The RRI of 0.579 is outside of the tolerance zone, and the confidence interval (0.163 and 0.745) does not cross 1. This means that the Contractor would receive a rating of "1".
Additional Guidance:	**The Relative Rate Index ("RRI")** is a statistical approach used for the comparison of the relative difference in rates between two fixed populations. A **Rate** is defined as the proportion of individuals who experienced an outcome out of the total number of people who could have experienced the outcome. The **Central Limit Theorem** in statistics suggests that when a sample size is equal to 30 or above then the more closely the samples distribution will be normally distributed and give

	closer estimates to the populations mean. If a prison's sample size is less than 30, this means there is a greater spread in the sample's mean because they are not precise estimates of the population's mean and therefore less likely to be reliable. A **95 percent confidence interval** provides an estimated range of values that the given population being examined is likely to fall within. A statistically significant difference is where there is a less than 5% likelihood that the observed result was down to chance. This reflects the standard level of statistical significance.

Contract for the Provision of Prison Education Service (Core Education)

KPI 8 – Libraries

Metric(s) Name:	**Timetabled Prison Library Sessions Available To Be Delivered for the full Allocated Timeslot by Designated Prison Library Staff.**
Long name:	The percentage of Timetabled Prison Library Sessions and Rescheduled Prison Library Sessions that were Available To Be Delivered for the full Allocated Timeslot by Designated Prison Library Staff.
Rationale:	A contractual measure to hold the Contractor to account for ensuring that prisoners can access the library service and engage with Designated Prison Library Staff, during Timetabled Prison Library Sessions. This will support prisoner engagement in education, maximising opportunities for achievement, and subsequently, employment on release, which aids the long-term aim of reducing reoffending.
Output:	The Timetabled Prison Library Sessions and Rescheduled Prison Library Sessions that are Available To Be Delivered for the full Allocated Timeslot by Designated Prison Library Staff, as a percentage of all Timetabled Prison Library Sessions and Rescheduled Prison Library Sessions in the Performance Period.
Performance / Prison Performance Tool ("PPT") Ratings:	
Deep Green / Rating of 4	Where the percentage of Timetabled Prison Library Sessions and Rescheduled Prison Library Sessions which are Available To Be Delivered for the full Allocated Timeslot by Designated Prison Library Staff is greater than or equal to 97.0%.
Green / Rating of 3	Where the percentage of Timetabled Prison Library Sessions and Rescheduled Prison Library Sessions which are Available To Be Delivered for the full Allocated Timeslot by Designated Prison Library Staff is greater than or equal to 95.0% and less than 97.0%.
Amber / Rating of 2	Where the percentage of Timetabled Prison Library Sessions and Rescheduled Prison Library Sessions which are Available To Be Delivered for the full Allocated Timeslot by Designated Prison Library Staff is greater than or equal to 90.0% and less than 95.0%.
Red / Rating of 1	Where the percentage of Timetabled Prison Library Sessions and Rescheduled Prison Library Sessions which are Available To Be Delivered for the full Allocated Timeslot by Designated Prison Library Staff is less than 90.0%.

Technical Description	**Definitions** **Timetabled Prison Library Session:** A period of time that has been planned or scheduled, in which prisoners can visit the Prison library and easily access at least the mandatory library materials, agreed between the Contractor and the Prison. A Timetabled Prison Library Session must last for a minimum of thirty (30) minutes, and there must be at least the minimum number of Timetabled Prison Library Session per week, as detailed in the 'Libraries' section of the Specification. **Allocated Timeslot:** The predetermined time (as dictated by the Prison as part of the regime) that the Timetabled Prison Library Session will take place within the timetable. **Designated Prison Library Staff**: Library Manager, as defined in Schedule 15 (*Key Personnel*). **Mandatory Library Materials:** The mandatory publications which must be easily accessible within the Prison library, and the other materials which should be provided by the Contractor, as detailed in the 'Libraries' section of the Specification. **Available To Be Delivered:** A Timetabled Prison Library Session which was attended by Designated Prison Library Staff in the Allocated Timeslot for the full allocated time, and where at least the Mandatory Library Materials were available for attending prisoners to access. **Scope** **In-scope Timetabled Prison Library Sessions:** All Timetabled Prison Library Sessions which were planned to be delivered in the Performance Period, as detailed on the timetable and agreed by both the Prison and the Contractor. **Outcome** All in-scope Timetabled Prison Library Sessions will contribute towards this measure, whether they are recorded as "Available To Be Delivered" or "failed to be Available To Be Delivered". **Scoring system** • One (1) point will be awarded if the Timetabled Prison Library Session or Rescheduled Prison Library Session is Available To Be Delivered by Designated Prison Library Staff, and at least the Mandatory Library

Materials are available for attending prisoners to access, for the full Allocated Timeslot.

- Zero (0) points will be awarded if the Timetabled Prison Library Session or Rescheduled Prison Library Session is not Available To Be Delivered by Designated Prison Library Staff, or at least the Mandatory Library Materials are not available for attending prisoners to access, for the full Allocated Timeslot.

If the Contractor reschedules a failed Timetabled Prison Library Session at a later date ("Rescheduled Prison Library Session"), the Contractor will receive zero (0) points for the original Timetabled Prison Library Session. The Rescheduled Prison Library Session must be a distinctly separate session arranged for the same prisoner cohort. The Rescheduled Prison Library Session will be treated as an additional Timetabled Prison Library Session, and subject to the same scoring system as above. Both the original Timetabled Prison Library Session and the Rescheduled Prison Library Session will be scored in the numerator and counted in the denominator.

Exemptions

The Contractor will not be considered liable in the event of the following failures:

- The Prison is unable to facilitate the running of the Timetabled Prison Library Session or Rescheduled Prison Library Session due to:
  - Prison staff redeployment;
  - Operational or security reasons, such as agreed Prison staff training or a Prison security incident;
  - A temporary agreed reduction in Prison library capacity, where the library timetable is not changed.

In these scenarios, the failed Timetabled Prison Library Session or Rescheduled Prison Library Session will be excluded from the denominator, so that it is "neutral" to the Contractor.

The Contractor will be considered liable in the event of the following failures:

- Designated Prison Library Staff are unavailable to deliver the Timetabled Prison Library Session or Rescheduled Prison Library Session, for example due to annual leave, long-term sickness or a staff vacancy.
- The Mandatory Library Materials are not available for prisoners to access during the Timetabled Prison Library Session or Rescheduled Prison Library Session.

	In these scenarios, the failed Timetabled Prison Library Session or Rescheduled Prison Library Session will be counted in the denominator and the Contractor will score zero (0) points in the numerator.
Formula / Calculation:	$\frac{a}{b + c} \times 100 =$ Percentage of Timetabled Prison Library Sessions and Rescheduled Prison Library Sessions that were Available To Be Delivered for the full Allocated Timeslot by Designated Prison Library Staff Where: a = The sum of the points awarded for every Timetabled Prison Library Session and Rescheduled Prison Library Session which is Available To Be Delivered for the full Allocated Timeslot by Designated Prison Library Staff in the Performance Period b = Total number of Timetabled Prison Library Sessions which were planned to be delivered in the Performance Period. c = Total number of Rescheduled Prison Library Sessions which were planned to be delivered in the Performance Period.

Ministry of JUSTICE

OFFICIAL SENSITIVE

Contract for the Provision of Prisoner Education Services (Core Education)

between

The Secretary of State for Justice

(as Authority)

and

Milton Keynes College Group (as Contractor)

In relation to Lot 1 (Avon and South Dorset Prison Group & Devon and North Dorset Prison Group)

Volume [2] of [2] volumes

For and on behalf of the Contractor:		**For and on behalf of the Authority:**	
Signature:	[REDACTED Section 40 of the FOIA: Personal Information]	Signature:	[REDACTED Section 40 of the FOIA: Personal Information]
Name:	[REDACTED Section 40 of the FOIA: Personal Information]	Name:	[REDACTED Section 40 of the FOIA: Personal Information]
Role:	[REDACTED Section 40 of the FOIA: Personal Information]	Role:	[REDACTED Section 40 of the FOIA: Personal Information]
Date:		Date:	

SCHEDULE 15 – KEY PERSONNEL

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	Amendments (27 October 2023)
V3.0	8 December 2023
V4.0	13 January 2025

1 DEFINITIONS

1.1 In this Schedule 15, the following words shall have the following meanings, and they shall supplement Schedule 1 (*Definitions*):

"ESW"	has the meaning given to it in the description of Quality Assurance Lead (National level) in the Key Roles table at Paragraph 2.1 of this Schedule 15.

[REDACTED Section 40 of the FOIA: Personal Information]

SCHEDULE 16 – APPROVED SUB-CONTRACTORS AND AUTHORITY MARKET STEWARDSHIP PRINCIPLES

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025

Contract for the Provision of Prisoner Education Services (Core Education)

PART 1 – LIST OF APPROVED SUB-CONTRACTORS

1 In accordance with Clause F2.1 (*Transfer and Sub-Contracting*), the Contractor is entitled to sub-contract its obligations under this Contract to the Sub-Contractors listed in the table below.

2 The Parties agree that they will update this Schedule 16 periodically to record any Sub-Contractor or Key Sub-Contractors appointed by the Contractor with the consent of the Authority after the Effective Date for the purposes of the delivery of the Services.

[REDACTED Section 40 of the FOIA: Personal Information]

PART 2 – AUTHORITY MARKET STEWARDSHIP PRINCIPLES

1 INTRODUCTION

The Market Stewardship Principles cover five (5) key principles that must underpin the provision of the Services by the Contractor under this Contract and its engagement with its Sub-Contractors and all entities to which it Sub-Contracts the provision of those Services.

Each of the principles is set out in this Schedule 16 together with guidance as to how the Contractor should respond to its obligations against each of the principles.

2 ADHERENCE TO APPROPRIATE MANAGEMENT OF RISK IN THE SUPPLY CHAIN

All contractual and other risk should be appropriately managed. This should extend to not passing risk down supply chains disproportionately, the management of volume fluctuations and other events and the management of intellectual property rights.

2.1 **Meaningful work allocation**. The Contractor should be able to evidence its approach in allocating work to supply chain partners in a manner which meets its obligations under this Contract. Where a Sub-Contractor is specified in Part 1 of this Schedule 16 as a Sub-Contractor, the Contractor shall refer appropriate work (including volumes, where appropriate) to that Sub-Contractor.

The Contractor shall record details of all issues arising out of complaints from Sub-Contractors that they have not received anticipated work (including volumes, where appropriate) and shall refer these complaints to the Authority.

2.2 **Systems for allocation of work to the Contractor.** The Contractor should have systems for allocation of specific work to the Sub-Contractor where the delivery of the Services is best served by calling on the particular expertise of the Sub-Contractor. The allocations should ensure that the Services are provided from a supply chain organisation that has the correct level of expertise.

2.3 **Volume fluctuations.** The Contractor must demonstrate to the Authority's satisfaction how it manages any volume fluctuations and the reallocation of work to the supply chain, where appropriate. The potential impact of both increases and particularly reductions in work allocation and associated drop in income, and actions to mitigate these risks, must be set out in the relevant Sub-Contract.

2.4 **Spot purchase arrangements.** Spot purchase arrangements may be entirely appropriate but can be detrimental to supply chain partners as opposed to more standard contracts that guarantee an income. Sub-Contractors generally, but also in

seeking funding or additional business, may be disadvantaged in only being able to reference spot purchase contracts. The Contractor should therefore ensure that wherever "spot purchase" arrangements are utilised, options to transition to more stable contractual referral systems are reviewed at regular periods.

2.5 **Payment terms.** The Contractor should detail a full exploration of payment terms and the impact of these on the supply chain including the requirement for any clawback/repayment if targets (such as performance targets) are not met. The implications of this should be worked through for each year of the Sub-Contract.

2.6 **Minimum Term**. Consideration should be given to the needs of the Sub-Contractor in relation to the term. The contract length, if inadequate, may damage the ability of the Sub-Contractor in seeking new business or additional funding from elsewhere. Supporting statements around expected minimum term of contracts may be helpful to avoid this.

2.7 **Intellectual Property Rights ("IPR").** The Contractor should set out in the Sub-Contract an approach for the handling of intellectual property rights to be established as part of the supply chain selection process.

3 ALIGNMENT OF ETHOS IN THE SUPPLY CHAIN

The Authority envisages that a sustainable relationship is fostered throughout the Term, which meets the expectations of both parties according to the position established at contract inception. In entering into a contractual agreement, there should be an understanding of what is important to both parties and this should go on to form part of the contractual agreement which will be reviewed throughout the Term to ensure that expectations are being met. The Authority's market engagement has reinforced that this is an important expectation for many organisations and key to building trust, especially in the early stages of such business relationships.

3.1 **Audit trail.** The Contractor must maintain an audit trail of engagement with Sub-Contractors that demonstrates compliance with the principles established at the outset of their working relationship and shall include any additional support the Sub-Contractor offers.

3.2 **Referrals of clients to non-contracted partners.** The Contractor may wish to refer services to organisations who already deliver similar support services. The Contractor must not exploit the services delivered by these organisations, particularly those that do not enter into a formal contractual or grant funding arrangement with the Contractor. The Contractor must provide details to the Authority of how it is supporting and sustaining all organisations that it intends to refer a "significant" volume of work.

In this context, "significant" means in proportion to the size of the organisation, rather than the Sub-Contractor's caseload.

3.3 **Support declared in the bid to supply chain organisations.** The Contractor must publish a statement with regard to the support that is being offered by the Contractor to Sub-Contractors. Each support element must be itemised.

3.4 **Meetings**. The Contractor must record details of the conduct of all meetings with members of its supply chain and review these records to ensure that they are timely and appropriate and reinforce good relationship management.

3.5 **Practitioner forum.** The Contractor shall work with the Authority to implement a practitioner forum or similar method of sharing and publicising good practice with Sub-Contractors.

4 VISIBILITY ACROSS THE SUPPLY CHAIN

The Authority expects that all parties have visibility of participation within the supply chain. This should include payment terms against contractual targets, the volume of business handled by the Sub-Contractors in Part 1 of this Schedule 16 (where appropriate), fair apportionment of work, and how the supply chain adjusts to changing volumes.

4.1 **Supply chain sourcing, selection and refresh process.** The Contractor must ensure that the sourcing, selection and refresh process for the Sub-Contractors in Part 1 of this Schedule 16 and the supply chain partners is transparent. This information must be made freely available to both the Authority and each potential Sub-Contractor on request and shall form a constituent part of the Annual Delivery Plans to be submitted annually in line with the requirements in Schedule 2 (*Specification*).

4.2 **Authority contact with the supply chain.** The Contractor must ensure that the Authority has the ability to contact the Sub-Contractors and Key Sub-Contractors in Part 1 of this Schedule 16. The Contractor must ensure (or must procure that the Sub-Contractors and Key Sub-Contractors ensure) that such contact information is made freely available to the Authority on request.

5 REWARD AND RECOGNITION OF GOOD PERFORMANCE

The Authority considers it important that organisations in the supply chain receive appropriate reward for good performance. Recognition of good performance should be shared across the chain, and this should include the sharing of good practice. As industry forums are instigated, methods for sharing data will be developed.

6 APPLICATION OF THE PRINCIPLES OF THE COMPACT IN WORK WITH CIVIL SOCIETY ORGANISATIONS

6.1 **Evidence of compliance and other issues.** The Authority has an expectation that the Contractor and its supply chain follow the principles of the compact when engaging with civil society organisations (as that term is defined in the compact).

SCHEDULE 17 – TUPE, EMPLOYEES AND PENSIONS

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025

1 DEFINITIONS

1.1 In this Schedule 17, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Contractor's Final Contractor Personnel List"	means a list provided by the Contractor of all employees and workers of the Contractor and any Sub-Contractor who will transfer under the Employment Regulations on the Service Transfer Date;
"Contractor's Provisional Contractor Personnel List"	means a list prepared and updated by the Contractor of any employees and workers of the Contractor and any Sub-Contractor who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Contractor or the relevant Sub-Contractor;
"Employment Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"Former Contractor"	means a contractor supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such contractor (or any sub-contractor of any such sub-contractor);
"New Contractor"	means any third-party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
"New Fair Deal"	means the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for staff pensions: staff transfer from central government*" issued in October 2013 including: (a) any amendments to that document immediately prior to the Relevant Transfer Date; and

(b) any similar pension protection in accordance with the Annexes D1 to D2 inclusive to Part D of this Schedule 17 as notified to the Contractor by the Authority;

"New Sub-Contractor" means a sub-contractor of the New Contractor to whom Transferring Contractor Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

"Notified Sub-Contractor" means a Sub-Contractor identified in Annex E1 to this Schedule 17 to whom Transferring Former Contractor Employees will transfer on a Relevant Transfer Date;

"Old Fair Deal" means HM Treasury Guidance "*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004;

"Relevant Transfer" means a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date" means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place or the Services Commencement Date where the Former Contractor and the Contractor remain the same legal entity;

"Service Transfer" means any transfer of the Services (or any part of the Services), for whatever reason, from the Contractor or any sub-contractor to a New Contractor or a New Sub-Contractor;

"Service Transfer Date" means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;

"Staffing Information" means in relation to all persons identified on the Contractor's Provisional Supplier Personnel List or Contractor's Final Supplier Personnel List, as the case may be, all information required in Annex E2 (*Staffing Information*) to this Schedule 17 in the format specified and with the identities of Data Subjects anonymised where possible. The Authority

	may acting reasonably make changes to the format or information requested in Annex E2 (*Staffing Information*) to this Schedule 17 from time to time;
"Statutory Schemes"	means the LGPS or the TPS;
"Transferring Former Contractor Employees"	means in relation to a Former Contractor, those employees of the Former Contractor to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Contractor on or prior to the Relevant Transfer Date; and
"Transferring Contractor Employees"	means those employees of the Contractor and/or any Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2 INTERPRETATION

Where a provision in this Schedule 17 imposes an obligation on the Contractor to provide an indemnity, undertaking or warranty, the Contractor shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Contractor, New Contractor or New Sub-Contractor, as the case may be.

3 APPLICABLE PARTS OF THIS SCHEDULE 17

The following parts of this Schedule 17 shall apply to this Contract:

(a) Part A (*Staff Transfer at Services Commencement Date – Outsourcing from the Authority*) **N/A**

(b) Part B (*Transferring Former Contractor Employees at Commencement of Services*)

(c) Part C (*No Staff Transfer On Services Commencement Date*) [**N/A**][1]

(d) Part D (*Pensions*)

  (i) Annex D1 (*LGPS*)

  (ii) Annex D2 (*TPS*)

(e) Part E (*Employment Exit Provisions*) of this Schedule 17 will always

[1] **Note to Bidders:** to be reviewed depending on whether the bidder employs any relevant employees prior to the Services Commencement Date

apply to this Contract, including:

(i) Annex E1 (*List of Notified Sub-Contractors*)

(ii) Annex E2 (*Staffing Information*).

PART A - [NOT USED]

PART B - TRANSFERRING FORMER CONTRACTOR EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Authority and the Contractor agree that:

(a) the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Contractor Employees; and

(b) as a result of the operation of the Employment Regulations, the contracts of employment between each Former Contractor and the Transferring Former Contractor Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Contractor and/or Notified Sub-Contractor and each such Transferring Former Contractor Employee.

1.2 The Authority shall procure that the Former Contractor shall, for itself and on behalf of any sub-contractor of a Former Contractor, discharge all obligations in respect of all the Transferring Former Contractor Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Contractor shall make, and the Authority shall procure that the Former Contractor makes, any necessary apportionments in respect of any periodic payments.

2. FORMER CONTRACTOR INDEMNITIES

2.1 Subject to Paragraphs 2.2 of this Part B, the Authority shall procure that each Former Contractor shall indemnify the Contractor and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

(a) any act or omission by the Former Contractor in respect of any Transferring Former Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Contractor Employee arising before the Relevant Transfer Date;

(b) the breach or non-observance by the Former Contractor arising before the Relevant Transfer Date of:

(i) any collective agreement applicable to the Transferring Former Contractor Employees; and/or

(ii) any custom or practice in respect of any Transferring Former Contractor Employees which the Former Contractor is contractually bound to honour; and/or

(c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Former Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

(ii) in relation to any employee who is not a Transferring Former Contractor Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Contractor to the Contractor and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

(d) a failure of the Former Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Contractor Employees in respect of the period to (but excluding) the Relevant Transfer Date;

(e) any claim made by or in respect of any person employed or formerly employed by the Former Contractor other than a Transferring Former Contractor Employee for whom it is alleged the Contractor and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Contract and/or the Employment Regulations; and

(f) any claim made by or in respect of a Transferring Former Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Contractor Employee relating to any act or omission of the Former Contractor in relation to its obligations under regulation 13 of the

Employment Regulations, except to the extent that the liability arises from the failure by the Contractor or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 of this Part B shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Contractor or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

(a) arising out of the resignation of any Transferring Former Contractor Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Contractor or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or

(b) arising from the failure by the Contractor and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified as a Transferring Former Contractor Employee claims, or it is determined, that his/her contract of employment has been (or would otherwise have) transferred from a Former Contractor to the Contractor and/or any Notified Sub-Contractor pursuant to the Employment Regulations then:

(a) the Contractor shall, or shall procure that the Notified Sub-Contractor shall, as soon as reasonably possible and in any event by no later than 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Contractor; and

(b) the Former Contractor may offer (or may procure that a third party may offer) employment to such person within 10 Working Days of the notification by the Contractor and / or a Notified Sub-Contractor or take such other reasonable steps as the Former Contractor considers appropriate to deal with the matter.

2.4 If an offer referred to in Paragraph 2.3(b) of this Part B is accepted, or if the situation has otherwise been resolved by the Former Contractor and/or the Authority, the Contractor shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 10 Working Day period specified in Paragraph 2.3(b):

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved,

the Contractor and/or any Notified Sub-Contractor may within 5 Working Days of becoming aware of the person's claim give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Contractor and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 of this Part B and, where possible, in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Contractor shall indemnify the Contractor and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 of this Part B provided that the Contractor takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6 of this Part B:

(a) shall not apply to:

(i) any claim for:

(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Contractor and/or any Sub-Contractor;

(ii) any claim that the termination of employment was unfair because the Contractor and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in Paragraph 2.3(a) of this Part B is made by the Contractor and/or any Notified Sub-Contractor (as appropriate) to the Authority and, if applicable, the

Former Contractor, within 6 Months of the Services Commencement Date.

2.8 If any such person as is described in Paragraph 2.3 of this Part B is neither re-employed by the Former Contractor (or a third party as procured by the Former Contractor) nor dismissed by the Contractor and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5 of this Part B, such person shall be treated as having transferred to the Contractor or Notified Sub-Contractor and the Contractor shall, or shall procure that the Notified Sub-Contractor shall, (a) comply with such obligations as may be imposed upon it under the applicable Law, and (b) comply with the provisions of Part D (*Pensions*) and its Annexes to this Schedule 17.

3. CONTRACTOR INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2 of this Part B, the Contractor shall indemnify the Authority and/or the Former Contractor against any Employee Liabilities arising from or as a result of:

(a) any act or omission by the Contractor or any Sub-Contractor in respect of any Transferring Former Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Contractor Employee whether occurring before, on or after the Relevant Transfer Date;

(b) the breach or non-observance by the Contractor or any Sub-Contractor on or after the Relevant Transfer Date of:

(i) any collective agreement applicable to the Transferring Former Contractor Employee; and/or

(ii) any custom or practice in respect of any Transferring Former Contractor Employees which the Contractor or any Sub-Contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Former Contractor Employees arising from or connected with any failure by the Contractor or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

(d) any proposal by the Contractor or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Contractor Employees to their material detriment on or after their transfer to the Contractor or a Sub-Contractor (as the case may be)

on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

(e) any statement communicated to or action undertaken by the Contractor or a Sub-Contractor to, or in respect of, any Transferring Former Contractor Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Contractor in writing;

(f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Former Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

(ii) in relation to any employee who is not a Transferring Former Contractor Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Contractor to the Contractor or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

(g) a failure of the Contractor or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Contractor Employees in respect of the period from (and including) the Relevant Transfer Date;

(h) any claim made by or in respect of a Transferring Former Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Contractor Employee relating to any act or omission of the Contractor or any Sub-Contractor in relation to obligations under

regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Contractor's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

(i) a failure by the Contractor or any Sub-Contractor to comply with its obligations under Paragraph 2.8 of this Part B.

3.2 The indemnities in Paragraph 3.1 of this Part B shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Contractor's failure to comply with its obligations under the Employment Regulations.

3.3 The Contractor shall comply, and shall procure that each Sub-Contractor shall comply, with all of its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all of its obligations in respect of all the Transferring Former Contractor Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the LGPS Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Contractor and the Former Contractor.

4. INFORMATION

The Contractor shall, and shall procure that each Sub-Contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Contractor, in writing such information as is necessary to enable the Authority and/or the Former Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Contractor shall promptly provide to the Contractor and each Notified Sub-Contractor in writing such information as is necessary to enable the Contractor and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Contractor shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Contractor Employee as set down in:

(a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;

(b) Old Fair Deal; and/or

(c) the New Fair Deal.

5.2 Any changes necessary to this Contract as a result of changes to, or any replacement of any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 of this Part B shall be agreed in accordance with Schedule 4 (*Change Control Procedure*).

6. PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B the Authority accepts an obligation to procure that a Former Contractor (or any sub-contractor of a Former Contractor) does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Contractor contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority's must use reasonable endeavours to procure that the Former Contractor does or does not act accordingly.

7. PENSIONS

7.1 The Contractor shall, and shall procure that each Sub-Contractor shall, comply with:

(a) the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and

(b) the provisions in Part D (and its Annexes) of this Schedule 17.

PART C - [NOT USED]

PART D - PENSIONS

1.1 In this Part D and Part E, the following words have the following meanings and they shall supplement Schedule 1 (*Definitions*) and shall be deemed to include the definitions set out in the Annexes to this Part D:

"Actuary" a Fellow of the Institute and Faculty of Actuaries;

"Broadly Comparable"

(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or

(a) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,

and "**Broad Comparability**" shall be construed accordingly;

"Fair Deal Eligible Employees" means each of the LGPS Eligible Employees (as defined in Annex D1 (*LGPS*) to this Part D and the TPS Eligible Employees (as defined in Annex D2 (*TPS*) to this Part D) (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with Paragraph 10 or 11 of this Part D);

"Fair Deal Employees" means any of:

(a) Transferring Former Contractor Employees;

(b) employees who are not Transferring Former Contractor Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Contractor or a Sub-

Contractor, and whose employment is not terminated in accordance with the provisions of Paragraph 2.5 of Part B of this Schedule 17; and

(c) where the Contractor or a Sub-Contractor was the Former Contractor, the employees of the Contractor (or Sub-Contractor),

who at the Relevant Transfer Date are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with Paragraph 10 of this Part D as notified by the Authority;

"Fund Actuary" a Fund Actuary as defined in Annex D1 (*LGPS*) to this Part D; and

"New Fair Deal" the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including:

(a) any amendments to that document immediately prior to the Relevant Transfer Date; and

(b) any similar pension protection in accordance with the subsequent Annexes D1 (*LGPS*) - D2 (*TPS*) inclusive as notified to the Contractor by the Authority.

2 PARTICIPATION

2.1 In respect of all or any Fair Deal Employees each of Annex D1 (*LGPS*) and/or Annex D2 (*TPS*) shall apply, as appropriate.

2.2 The Contractor undertakes to do all such things and execute any documents (including any relevant LGPS Admission Agreement or TPS Participation Agreement, if necessary) as may be required to enable the Contractor to participate in the appropriate Statutory Scheme or a Broadly Comparable pension scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3 The Contractor undertakes:

(a) to pay to the Statutory Schemes or a Broadly Comparable pension scheme all such amounts as are due under the relevant LGPS Admission Agreement, TPS Participation Agreement or otherwise and shall deduct and pay to the Statutory Schemes or a Broadly Comparable pension scheme such employee contributions as are required; and

(b) subject to Paragraph 5 of Annex D1 (*LGPS*) or Paragraph 4 of Annex D2 (*TPS*) to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes or a Broadly Comparable pension scheme, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

2.4 Where the Contractor is the Former Contractor (or a Sub-Contractor is a sub-contractor of the Former Contractor) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Contractor (or Sub-Contractor) at the Services Commencement Date, this Part D and its Annexes shall be modified accordingly so that the Contractor (or Sub-Contractor) shall comply with its requirements from the Services Commencement Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Contractor (or Sub-Contractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Authority.

3 PROVISION OF INFORMATION

3.1 The Contractor undertakes to the Authority:

(a) to provide all information which the Authority may reasonably request concerning matters referred to in this Part D as expeditiously as possible;

(b) not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Authority (such consent not to be unreasonably withheld or delayed); and

(c) retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of this Contract.

4 INDEMNITIES

4.1 The Contractor shall indemnify and keep indemnified the Authority, the Administering Authority, Teachers' Pensions, any New Contractor and/or any New Sub-Contractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:

(a) arise out of or in connection with any liability towards all and any Fair Deal Employees in respect of service on or after the Relevant Transfer Date which arises from any breach by the Contractor of this Part D, and/or the LGPS Admission Agreement or TPS Participation Agreement;

(b) relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Contractor or a Sub-Contractor on and after the Relevant Transfer Date until the date of termination or expiry of this Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with Paragraphs 10 or 11 of this Part D;

(c) relate to claims by Fair Deal Employees of the Contractor and/or of any Sub-Contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses: and/or

(i) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract;

(ii) arise out of the failure of the Contractor and/or any relevant Sub-Contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.2 The indemnities in this Part D and its Annexes:

(a) shall survive termination of this Contract; and

(b) shall not be affected by the caps on liability contained in Clause G1 (*Liability, Indemnity and Insurance*).

5 DISPUTES

5.1 The Dispute Resolution Procedure will not apply to any dispute (i) between the Authority and/or the Contractor or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this

Part D and its Annexes shall in the absence of agreement between the Authority and/or the Contractor be referred to an independent Actuary:

(a) who will act as an expert and not as an arbitrator;

(b) whose decision will be final and binding on the Authority and/or the Contractor; and

(c) whose expenses shall be borne equally by the Authority and/or the Contractor unless the independent Actuary shall otherwise direct.

5.2 The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6 THIRD PARTY RIGHTS

6.1 The Parties agree Clause I5 (*Rights of Third Parties*) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her by the Contractor under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

6.2 Further, the Contractor must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-Contractor in his or her own right under section 1(1) of the CRTPA.

7 BREACH

7.1 The Contractor agrees to notify the Authority should it breach any obligations it has under this Part D and agrees that the Authority shall be entitled to terminate its Contract for material Default in the event that the Contractor:

(a) commits an irremediable breach of any provision or obligation it has under this Part D; or

(b) commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Authority giving particulars of the breach and requiring the Contractor to remedy it.

8 TRANSFER TO ANOTHER EMPLOYER/SUB-CONTRACTORS

8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer

under the Employment Regulations or other form of compulsory transfer of employment), the Contractor shall or shall procure that any relevant Sub-Contractor shall:

(a) notify the Authority as far as reasonably practicable in advance of the transfer to allow the Authority to make the necessary arrangements for participation with the relevant Statutory Scheme(s);

(b) consult with about, and inform those Fair Deal Eligible Employees of, the pension provisions relating to that transfer; and

(c) procure that the employer to which the Fair Deal Eligible Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Contractor" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

9 PENSION ISSUES ON EXPIRY OR TERMINATION

9.1 The provisions of Part E (*Employment Exit Provisions*) apply in relation to pension issues on expiry or termination of this Contract.

9.2 The Contractor shall (and shall procure that any of its Sub-Contractors shall) prior to the termination of this Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the New Contractor and/or Teachers' Pensions and/or the relevant Administering Authority and/or the Authority may reasonably require, to enable the New Contractor to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10 BROADLY COMPARABLE PENSION SCHEME ON RELEVANT TRANSFER DATE

10.1 If the terms of Paragraph 3.1 of Annex D1 (*LGPS*) or Paragraph 3.1 of Annex D2 (*TPS*) applies, the Contractor must (and must, where relevant, procure that each of its Sub-Contractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Authority.

10.2 Such Broadly Comparable pension scheme must be:

(a) established by the Relevant Transfer Date;

(b) a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

(c) capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Contractor's Broadly Comparable pension scheme (unless otherwise instructed by the Authority);

(d) capable of paying a bulk transfer payment to the New Contractor's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Authority); and

(e) maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Authority).

10.3 Where the Contractor has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Contractor shall (and shall procure that any of its Sub-Contractors shall):

(a) supply to the Authority details of its (or its Sub-Contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;

(b) be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;

(c) instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Contractor's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Authority (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as

applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer; and

(d) provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Contractor and/or relevant Sub-Contractor and are still eligible for New Fair Deal protection in the event that the Contractor and/or Sub-Contractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

10.4 Where the Contractor has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Contractor shall (and shall procure that any of its Sub-Contractors shall) prior to the termination of this Contract:

(a) allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the New Contractor's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with Paragraph 10.3(c) such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with Paragraph 10.3(c) but using the last day of the Fair Deal Eligible Employees' employment with the Contractor or Sub-Contractor (as appropriate) as the date used to determine the actuarial assumptions; and

(b) if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the New Contractor's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had Paragraph 10.4(a) been complied with, the Contractor shall (or shall procure that the Sub-Contractor shall) pay the amount of the difference to the Contractor's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Authority shall otherwise direct. The Contractor shall indemnify the Authority or the New Contractor's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Authority directs) for any failure to pay the difference as required under this Paragraph 10.4(b).

11 BROADLY COMPARABLE PENSION SCHEME IN OTHER CIRCUMSTANCES

11.1 If the terms of Paragraph 3.2 of Annex D1 (*LGPS*) or Paragraph 3.2 of Annex D2 (*TPS*) apply, the Contractor must (and must, where relevant, procure that each of its Sub-Contractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Authority.

11.2 Such Broadly Comparable pension scheme must be:

(a) established by the date of cessation of participation in the Statutory Scheme;

(b) a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

(c) capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Authority);

(d) capable of paying a bulk transfer payment to the New Contractor's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Authority); and

(e) maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Authority).

11.3 Where the Contractor has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Contractor shall (and shall procure that any of its Sub-Contractors shall):

(a) supply to the Authority details of its (or its Sub-Contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;

(b) be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995; and

(c) where required to do so by the Authority, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Authority (where applicable). The Contractor must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Contractor shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme; and

(d) provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Contractor and/or relevant Sub-Contractor and are still eligible for New Fair Deal protection in the event that the Contractor and/or Sub-Contractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially

equivalent where there are benefit differences between the two schemes).

11.4 Where the Contractor has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Contractor shall (and shall procure that any of its Sub-Contractors shall) prior to the termination of this Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the New Contractor's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the New Contractor's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the New Contractor's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits (the "**Shortfall**"), the Contractor or the Sub-Contractor (as agreed between them) must pay the New Contractor's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Contractor and any Sub-Contractor, the Shortfall shall be paid by the Contractor. The Contractor shall indemnify the Authority or the New Contractor's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Authority directs) for any failure to pay the Shortfall under this Paragraph 11.4.

12 RIGHT OF SET-OFF

12.1 The Authority shall have a right to set off against any payments due to the Contractor under this Contract an amount equal to:

(a) any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Contractor or from any relevant Sub-Contractor or due from any third party under any indemnity, bond or guarantee; or

(b) any unpaid employer's contributions or employee's contributions or any other financial obligations under the TPS or any TPS Participation Agreement in respect of the TPS Eligible Employees whether due from the Contractor or from any relevant Sub-

Contractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

12.2 The Authority shall also have a right to set off against any payments due to the Contractor under this Contract all reasonable costs and expenses incurred by the Authority as result of Paragraph 12.1 above.

PART D, ANNEX D1 - LGPS

1 DEFINITIONS

1.1 In this Annex D1 (*LGPS*) to Part D (*Pensions*), the following words have the following meanings:

"2013 Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
"Administering Authority"	in relation to the Fund, the relevant administering authority of that Fund for the purposes of the 2013 Regulations;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of the Fund;
"Fund"	**[GMPF/Avon Bucks],** a pension fund within the LGPS;
"LGPS Initial Contribution Rate"	[**XX %**] of pensionable pay (as defined in the 2013 Regulations);
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in schedule 1 of the 2013 Regulations;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of schedule 2 of the 2013 Regulations);
"LGPS Eligible Employees"	any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement or otherwise;
"LGPS Fair Deal Employees"	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection

	in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions of New Fair Deal;
"LGPS Participating Employees"	any LGPS Fair Deal Employee who at the relevant time remains working wholly or mainly on the Services and participating in the LGPS; and
"LGPS Regulations"	the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2 CONTRACTOR TO BECOME AN LGPS ADMISSION BODY

2.1 In accordance with the principles of New Fair Deal, the Contractor and/or any of its Sub-Contractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement on or before the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under this Contract.

Any LGPS Fair Deal Employees whether:

(a) active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or

(b) eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date,

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date.

2.2 The Contractor shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.

2.3 The Contractor will (and will procure that its Sub-Contractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

3 BROADLY COMPARABLE SCHEME

3.1 If the Contractor and/or any of its Sub-Contractors is unable to obtain an LGPS Admission Agreement or is otherwise unable to participate in the LGPS in accordance with Paragraph 2.1 because the Administering Authority will not allow it to participate in the Fund, the Contractor shall (and procure that its Sub-Contractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of Paragraph 10 of this Part D.

3.2 If the Contractor and/or any of its Sub-Contractors becomes an LGPS Admission Body in accordance with Paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of this Contract for any reason at a time when the Contractor or Sub-Contractors still employs any LGPS Eligible Employees, the Contractor shall (and procure that its Sub-Contractors shall) at no extra cost to the Authority, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of Paragraph 11 of this Part D.

4 DISCRETIONARY BENEFITS

Where the Contractor and/or any of its Sub-Contractors is an LGPS Admission Body, the Contractor shall (and procure that its Sub-Contractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

5 LGPS RISK SHARING – OPTION A

No risk sharing mechanism will apply in respect of employer contributions or other payments to the LGPS.

5A LGPS RISK SHARING - OPTION B

5A.1 Subject to Paragraphs 5A.4 to 5A.10, if at any time during the term of this Contract the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Contractor or any Sub-Contractor to pay employer contributions or other payments to the Fund in respect of LGPS Participating Employees in aggregate in excess of the LGPS Initial Contribution Rate, the excess of employer contributions above the LGPS Initial Contribution Rate for a Contract Year (the "**Excess Amount**")

shall be paid by the Contractor or the Sub-Contractor, as the case may be, and the Contractor shall be reimbursed by the Authority.

5A.2 Subject to Paragraphs 5A.4 to 5A.9 and 5A.11, if at any time during the term of this Contract, the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Contractor or any Sub-Contractor to pay employer contributions or payments to the Fund in respect of LGPS Participating Employees in aggregate below the LGPS Initial Contribution Rate for a Contract Year, the Contractor shall reimburse the Authority an amount equal to A–B (the "**Refund Amount**") where:

A = the amount which would have been paid if contributions and payments had been paid equal to the LGPS Initial Contribution Rate in respect of LGPS Participating Employees for that Contract Year; and

B = the amount of contributions or payments actually paid by the Contractor or Sub-Contractor for that Contract Year, as the case may be, to the Fund.

5A.3 Subject to Paragraphs 5A.4 to 5A.10, where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Contractor or any Sub-Contractor is required to pay any exit payment in respect of LGPS Fair Deal Employees under Regulation 64(2) of the 2013 Regulations (the "**Exit Payment**"), such Exit Payment shall be paid by the Contractor or any Sub-Contractor (as the case may be) and the Contractor shall be reimbursed by the Authority in respect of LGPS Fair Deal Employees only.

5A.4 The Contractor and any Sub-Contractors shall at all times be responsible for the following costs:

(a) any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;

(b) any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;

(c) any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;

(d) any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Contractor or any relevant Sub-Contractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;

(e) any employer contributions relating to the costs of enhanced benefits made at the discretion of the Contractor or any relevant Sub-Contractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;

(f) any increase to the employer contribution rate resulting from the award of pay increases by the Contractor or relevant Sub-Contractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Contractor and/or any Sub-Contractor is contractually bound to provide such increases on the Relevant Transfer Date);

(g) to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Contractor or any relevant Sub-Contractors where a member does not have an absolute entitlement to that benefit under the LGPS;

(h) any cost of the administration of the Fund that are not met through the Contractor's or Sub-Contractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Authority under Regulation 70 of the 2013 Regulations;

(i) the costs of any reports and advice requested by or arising from an instruction given by the Contractor or a Sub-Contractor from the Fund Actuary; and/or

(j) any interest payable under the 2013 Regulations or LGPS Administration Agreement.

5A.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Contractor or Sub-Contractors are responsible for in accordance with Paragraph 5A.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be

excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.

5A.6 Where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Contractor or any Sub-Contractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Credit**"), the Contractor shall (or procure that any Sub-Contractor shall) reimburse the Authority an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.

5A.7 The Contractor shall (or procure that the Sub-Contractor shall) notify the Authority in writing within twenty (20) Working Days:

(a) of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and

(b) of being informed by the Administering Authority of any Exit Payment or Exit Credit that is determined by as being due from or to the Contractor or a Sub-Contractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.

5A.8 Within twenty (20) Working Days of receiving the notification under Paragraph 5A.7 above, the Authority shall either:

(a) notify the Contractor in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;

(b) request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Contractor; and/or

(c) request a meeting with the Contractor to discuss or clarify the information or evidence provided.

5A.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with Paragraph 5A.8 above, the Authority shall notify the Contractor in writing. In the event that the Contractor and the Authority are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.

5A.10 Any Excess Amount or Exit Payment agreed by the Authority or in accordance with the Dispute Resolution Procedure shall be paid by the Authority within

timescales as agreed between Authority and Contractor. The amount to be paid by the Authority shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Contractor or a Sub-Contractor.

5A.11 Any Refund Amount agreed by the Authority or in accordance with the Dispute Resolution Procedure as payable by the Contractor or any Sub-Contractor to the Authority, shall be paid by the Contractor or any Sub-Contractor forthwith as the liability has been agreed. In the event the Contractor or any Sub-Contractor fails to pay any agreed Refund Amount, the Authority shall demand in writing the immediate payment of the agreed Refund Amount by the Contractor and the Contractor shall make payment within seven (7) Working Days of such demand.

6 Paragraphs 5 and 5A shall survive termination of this Contract.

PART D, ANNEX D2 - TPS

1 DEFINITIONS

1.1 In this Annex D2 (*TPS*) to Part D (*Pensions*), the following words have the following meanings:

"Accepted Employer"	as defined in the TPS Regulations;
"Pensionable Earnings"	is as defined in the TPS Regulations;
"TPS"	the Teachers' Pension Scheme as governed by the TPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Teachers' Pension Scheme;
"TPS Eligible Employees"	any TPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the TPS under a Participation Agreement or otherwise;
"TPS Fair Deal Employees"	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the TPS or a pension scheme that is Broadly Comparable to the TPS in accordance with the provisions of New Fair Deal;
"TPS Initial Contribution Rate"	28.6% of Pensionable Earnings;
"TPS Participating Employees"	any TPS Fair Deal Employee who at the relevant time remains working wholly or mainly on the Services and participating in the TPS;
"TPS Participation Agreement"	a participation agreement within the meaning in Chapter 2 of schedule 1 of the TPS Regulations;
"TPS Regulations"	the Teachers' Pension Scheme Regulations 2014 (as amended from time to time); and
"TPS Scheme Manager"	the scheme manager as described in the TPS Regulations.

2 CONTRACTOR TO BECOME AN ACCEPTED EMPLOYER

2.1 In accordance with the principles of New Fair Deal, the Contractor and/or any of its Sub-Contractors to which the employment of any TPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the TPS, shall each become an Accepted Employer by entering into a TPS Participation Agreement on or before the Relevant Transfer Date to enable the TPS Fair Deal Employees to retain either continuous active membership of or eligibility for the TPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under this Contract.

2.2 If the Contractor and/or any of its Sub-Contractors is unable to obtain a TPS Participation Agreement or is otherwise unable to participate in accordance with Paragraph 2.1 because the TPS Scheme Manager will not allow it to participate in the TPS, the Contractor shall (and procure that its Sub-Contractors shall), comply with the provisions of Paragraph 3.1 below and of Paragraph 10 of this Part D.

2.3 Unless Paragraph 2.2 above applies all and any TPS Fair Deal Employees whether:

(a) active members of the TPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or

(b) eligible to join the TPS (or a Broadly Comparable pension scheme) but not active members of the TPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the TPS with effect on and from the Relevant Transfer Date.

The Contractor and/or any of its Sub-Contractors shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any TPS Fair Deal Employees in any pension scheme other than the TPS unless they cease to be eligible for membership of the TPS.

2.4 The Contractor will (and will procure that its Sub-Contractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by the TPS Scheme Manager in relation to a TPS Participation Agreement.

3 BROADLY COMPARABLE SCHEME

3.1 If the Contractor and/or any of its Sub-Contractors is unable to obtain a TPS Participation Agreement or is otherwise unable to participate in accordance with Paragraph 2.1 because the TPS Scheme Manager will not allow it to

participate in the TPS, the Contractor shall (and procure that its Sub-Contractors shall), with effect from the Relevant Transfer Date, offer the TPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to TPS on the Relevant Transfer Date in accordance with the provisions of Paragraph 10 of this Part D.

3.2 If the Contractor and/or any of its Sub-Contractors becomes an Accepted Employer in accordance with Paragraph 2.1 but the TPS Participation Agreement is terminated during the term of this Contract for any reason at a time when the Contractor or Sub-Contractors still employs any TPS Eligible Employees, the Contractor shall (and procure that its Sub-Contractors shall) at no extra cost to the Authority, offer the remaining TPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the TPS on the date the TPS Eligible Employees ceased to participate in the TPS in accordance with the provisions of Paragraph 11 of this Part D.

4 TPS RISK SHARING – OPTION A

No risk sharing mechanism will apply in respect of employer contributions or other payments to the TPS.

4A TPS RISK SHARING - OPTION B

4A.1 Subject to Paragraphs 4A.3 to 4A.6, if at any time during the term of this Contract the TPS Scheme Manager requires the Contractor or any Sub-Contractor to pay employer contributions in accordance with Regulation 192 of the TPS Regulations in respect of TPS Participating Employees in aggregate in excess of the TPS Initial Contribution Rate, the excess of employer contributions above the TPS Initial Contribution Rate for a Contract Year (the "**Excess Amount**") in respect of TPS Participating Employees only shall be paid by the Contractor or the Sub-Contractor, as the case may be, and the Contractor shall be reimbursed by the Authority in accordance with Paragraphs 4A.3 to 4A.6 below.

4A.2 Subject to Paragraphs 4A.3 to 4A.5 and 4A.7, if at any time during the term of this Contract, the TPS Scheme Manager requires the Contractor or any Sub-Contractor to pay employer contributions in accordance with Regulation 192 of the TPS Regulations in respect of the TPS Fair Deal Employees in aggregate below the TPS Initial Contribution Rate for a Contract Year, the Contractor shall reimburse the Authority an amount equal to A–B (the "**Refund Amount**") where:

A = the amount which would have been paid if contributions had been paid equal to the TPS Initial Contribution Rate for that Contract Year in respect of TPS Participating Employees only; and

B = the amount of contributions actually paid by the Contractor or Sub-Contractor for that Contract Year, as the case may be, to the TPS in respect of TPS Participating Employees only.

4A.3 The Contractor shall (or procure that the Sub-Contractor shall) notify the Authority in writing within twenty (20) Working Days of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated.

4A.4 Within twenty (20) Working Days of receiving the notification under Paragraph 4A.5 above, the Authority shall either:

(i) notify the Contractor in writing of its acceptance of the Excess Amount or Refund Amount;

(ii) request further information or evidence about the Excess Amount or Refund Amount from the Contractor; and/or

(iii) request a meeting with the Contractor to discuss or clarify the information or evidence provided.

4A.5 Where the Excess Amount or Refund Amount is agreed following the receipt of further information or evidence or following a meeting in accordance with Paragraph 4A.6 above, the Authority shall notify the Contractor in writing. In the event that the Contractor and the Authority are unable to agree the amount of the Excess Amount or Refund Amount then they shall follow the Dispute Resolution Procedure.

4A.6 Any Excess Amount agreed by the Authority or in accordance with the Dispute Resolution Procedure shall be paid by the Authority within timescales as agreed between Authority and Contractor. The amount to be paid by the Authority shall be an amount equal to the Excess Amount less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount by the Contractor or a Sub-Contractor.

4A.7 Any Refund Amount agreed by the Authority or in accordance with the Dispute Resolution Procedure as payable by the Contractor or any Sub-Contractor to the Authority, shall be paid by the Contractor or any Sub-Contractor forthwith as the liability has been agreed. In the event the Contractor or any Sub-Contractor fails to pay any agreed Refund Amount, the Authority shall demand in writing the immediate payment of the agreed Refund Amount by the Contractor and the Contractor shall make payment within seven (7) Working Days of such demand.

5 Paragraphs 4 and 4A above shall survive termination of this Contract.

PART E - EMPLOYMENT EXIT PROVISIONS

1 PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Contractor agrees that within 20 Working Days of the earliest of:

(a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;

(b) receipt of the giving of notice of early termination or any Partial Termination of this Contract; and

(c) the date which is 12 Months before the end of the Term; or

(d) receipt of a written request of the Authority at any time, provided that (without limiting the Authority's ability during the Termination Assistance Period to make such requests at any frequency and at any time) the Authority shall only be entitled to make one such request in any 6 Month period during the Term,

it shall provide, and shall procure that each Sub-Contractor shall provide, in a suitably anonymised format so as to comply with the Data Protection Legislation, the "**Contractor's Provisional Contractor Personnel List"**, together with the Staffing Information in relation to the Contractor's Provisional Contractor Personnel List and it shall provide an updated Contractor's Provisional Contractor Personnel List at such intervals as are reasonably requested by the Authority.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Contractor shall provide to the Authority or at the direction of the Authority to any New Contractor and/or any New Sub-Contractor:

(a) the "**Contractor's Final Contractor Personnel List**", which shall identify which of the employees and workers of the Contractor or any Sub-Contractor are Transferring Contractor Employees; and

(b) the Staffing Information in relation to the Contractor's Final Contractor Personnel List (insofar as such information has not previously been provided).

1.3 The Authority shall be permitted to use and disclose information provided by the Contractor under Paragraphs 1.1 and 1.2 of this Part E for the purpose of informing any prospective New Contractor and/or New Sub-Contractor.

1.4 The Contractor warrants, for the benefit of the Authority, any New Contractor, and any New Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 of this Part E shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraphs 1.1(a), 1.1(b) 1.1(c)and 1.1(d) of this Part E, the Contractor agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Contractor's Provisional Contractor Personnel List and shall not without the written approval of the Authority (not to be unreasonably withheld or delayed):

(a) replace or re-deploy any person listed on the Contractor's Provisional Contractor Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

(b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of any person listed on the Contractor's Provisional Contractor Personnel List (including pensions and any payments connected with the termination of employment);

(c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any person listed on the Contractor's Provisional Contractor Personnel List save for fulfilling assignments and projects previously scheduled and agreed;

(d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Contractor Personnel List;

(e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

(f) terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Contractor Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Authority or, at the direction of the Authority, any New Contractor and any New Sub-Contractor of any notice to terminate employment given by the Contractor or relevant Sub-Contractor or received from any persons listed on the Contractor's Provisional Contractor Personnel List regardless of when such notice takes effect. The Contractor agrees, for itself and on behalf of any Sub-Contractor to indemnify the Authority (or any New Contractor and / or any New Sub-Contractor) fully and hold the Authority (or any New Contractor and / or any New Sub-Contractor) harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including

legal fees) whatsoever in any way connected with, arising from or relating to any failure by the Contractor or a Sub-Contractor to comply with the requirements of this Paragraph 1.5.

1.6 During the Term, the Contractor shall provide, and shall procure that each Sub-Contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

(a) the numbers of individuals (which includes but is not limited to employees, workers, contractors, agents, agency workers) engaged in providing the Services;

(b) the percentage of time spent by each individual engaged in providing the Services;

(c) the extent to which each individual qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to this Part D (*Pensions*) of this Schedule 17 (as appropriate); and

(d) a description of the nature of the work undertaken by each individual by location.

1.7 The Contractor shall provide, and shall procure that each Sub-Contractor shall provide:

(a) all reasonable cooperation and assistance to the Authority, any New Contractor and/or any New Sub-Contractor to support a future procurement process;

(b) timely and full provision of Staffing Information and consultation between employers to ensure the smooth transfer of the Transferring Contractor Employees on the Service Transfer Date, including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Contractor Employees to be paid as appropriate.

Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Contractor shall provide, and shall procure that each Sub-Contractor shall provide, to the Authority or, at the direction of the Authority, to any New Contractor and/or any New Sub-Contractor (as appropriate), in respect of each person on the Contractor's Final Contractor Personnel List who is a Transferring Contractor Employee:

(a) the most recent month's copy pay slip data;

(b) details of cumulative pay for tax and pension purposes;

(c) details of cumulative tax paid;

(d) tax code;

(e) details of any voluntary deductions from pay;

(f) a copy of any personnel file and/or any other records regarding the service of the Transferring Contractor Employees;

(g) all such data and information as may be required at law or as required by the trustee or manager of the relevant pension scheme/s in which the Contractor or any Sub-Contractor operates from time to time and in which the Transferring Contractor Employees have been members;

(h) a complete copy of the information required to meet the minimum record keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and

(i) bank/building society account details for payroll purposes.

1.8 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b), 1.1(c) and 1.1(d), the Contractor agrees that following within 20 Working Days of a request from the Authority it shall and shall procure that each Sub-Contractor shall use reasonable endeavours to comply with any reasonable request to align and assign the Contractor's employees to any future delivery model proposed by the Authority for Replacement Services within 30 Working Days or such longer timescale as may be agreed.

1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Change Control Procedure.

2 EMPLOYMENT REGULATIONS EXIT PROVISIONS

2.1 The Authority and the Contractor acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a New Contractor and/or a New Sub-Contractor. Such change in the identity of the Contractor and/or any Sub-Contractors of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Authority and the Contractor further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Contractor and/or any Sub-Contractor and the Transferring Contractor

Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the New Contractor and/or a New Sub-Contractor (as the case may be) and each such Transferring Contractor Employee.

2.2 The Contractor shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Contractor Employees arising under the Employment Regulations in respect of the period up to the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Contractor Employees arising in respect of the period up to the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on the Service Transfer Date). The Contractor shall make, and shall procure that each Sub-Contractor shall make, any necessary apportionments in respect of any payments (including, but not limited to, those listed above) and, in particular, in respect of pay for holidays accrued but untaken, in either case due to or in respect of any Transferring Contractor Employee immediately before the Service Transfer Date between: (i) the Contractor and/or the Sub-Contractor (as appropriate); and (ii) the New Contractor and/or New Sub-Contractor.

2.3 Subject to Paragraph 2.4 of this Part E, the Contractor, for itself and for each Sub-Contractor, shall indemnify the Authority and/or the New Contractor and/or any New Sub-Contractor against any Employee Liabilities arising from or as a result of:

(a) Any act or omission of the Contractor or any Sub-Contractor in respect of any Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee whether occurring before, on or after the Service Transfer Date;

(b) the breach or non-observance by the Contractor or any Sub-Contractor occurring before the Service Transfer Date of:

(i) any collective agreement applicable to the Transferring Contractor Employees; and/or

(ii) any other custom or practice with a trade union or staff association in respect of any Transferring Contractor

Employees which the Contractor or any Sub-Contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Contractor or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising before the Service Transfer Date;

(d) any failure by the Contractor or any Sub-Contractor to comply with its obligations (including its obligations to maintain records) under the Working Time Regulations 1998, National Minimum Wage Act 1998 and any/all associated National Minimum Wage Regulations in the period prior to the Service Transfer Date in respect of any Transferring Contractor Employees or workers (current or past) including, but not limited to any failure to maintain adequate records which meet the minimum requirements for record-keeping and/or failure to deliver the same to the Authority, a New Contractor and/or New Sub-Contractor on request;

(e) the provision of inaccurate or incomplete information pursuant to Paragraphs 1.1, 1.2 and 1.6 of this Part E;

(f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Service Transfer Date; and

(ii) in relation to any employee who is not identified in the Contractor's Final Contractor Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor and / or any Sub-Contractor to the Authority and/or New Contractor and/or any New Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Service Transfer Date;

(g) a failure of the Contractor or any Notified Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance

contributions relating to the Transferring Contractor Employees in respect of the period up to the Service Transfer Date);

(h) any claim made by or in respect of any person employed or formerly employed by the Contractor or any Sub-Contractor other than a Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List for whom it is alleged the Authority and/or the New Contractor and/or any New Sub-Contractor may be liable by virtue of this Contract and/or the Employment Regulations; and

(i) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the Contractor or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or New Contractor to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 of this Part E shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the New Contractor and/or any New Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

(a) arising out of the resignation of any Transferring Contractor Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the New Contractor and/or any New Sub-Contractor to occur in the period on or after the Service Transfer Date); or

(b) arising from the New Contractor's failure, and/or New Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Contractor's Final Contractor Personnel List claims, or it is determined in relation to any person who is not identified in the Contractor's Final Contractor Personnel List, that his/her contract of employment has been transferred from the Contractor or any Sub-Contractor to the New Contractor and/or New Sub-Contractor pursuant to the Employment Regulations, then:

(a) the Authority shall procure that the New Contractor shall, or any New Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Contractor; and

(b) the Contractor may offer (or may procure that a Sub-Contractor may offer) employment or engagement to such person within 10 Working Days of the notification by the New Contractor and/or any and/or New Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with the applicable Legislation.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Contractor or a Sub-Contractor, the Authority shall procure that the New Contractor shall, or the New Contractor shall procure that the New Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or engagement or alleged employment or engagement.

2.7 If after the 10 Working Day period specified in Paragraph (b) of this Part E has elapsed:

(a) no such offer of employment or engagement has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved

the Authority shall advise the New Contractor and/or New Sub-Contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment, engagement or alleged employment or engagement of such person.

2.8 Subject to the New Contractor and/or New Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 of this Part E, and in accordance with all applicable proper employment procedures set out in applicable Legislation, the Contractor shall indemnify the New Contractor and/or New Sub-Contractor against all Employee Liabilities arising out of the termination of employment or engagement pursuant to the provisions of Paragraph 2.7 of this Part E provided that the New Contractor takes, or shall procure that the New Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8 of this Part E:

(a) shall not apply to:

(i) any claim for:

(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil

partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the New Contractor and/or New Sub-Contractor; or

(ii) any claim that the termination of employment was unfair because the New Contractor and/or New Sub-Contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in Paragraph 2.5(a) of this Part E is made by the New Contractor and/or New Sub-Contractor to the Contractor within 6 Months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 of this Part E is neither re-employed or re-engaged by the Contractor or any Sub-Contractor nor dismissed by the New Contractor and/or New Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7 of this Part E, such person shall be treated as a Transferring Contractor Employee.

2.11 The Contractor shall, and shall procure that each Sub-Contractor shall, promptly provide to the Authority and any New Contractor and/or New Sub-Contractor, in writing such information as is necessary to enable the Authority, the New Contractor and/or New Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the New Contractor and/or New Sub-Contractor, shall promptly provide to the Contractor and each Sub-Contractor in writing such information as is necessary to enable the Contractor and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.12 The Contractor shall, and shall procure that each Sub-Contractor shall, provide all reasonable assistance and documentation required by the Authority, a New Contractor and/or a New Sub-Contractor in connection with any query, claim, dispute or proceedings arising on or after a Service Transfer Date but relating to a Transferring Contractor Employee

2.13 Subject to Paragraph 2.14 of this Part E, the Authority shall procure that the New Contractor indemnifies the Contractor on its own behalf and on behalf of any New Sub-Contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

(a) any act or omission of the New Contractor and/or New Sub-Contractor in respect of any Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Contractor Employee;

(b) the breach or non-observance by the New Contractor and/or New Sub-Contractor on or after the Service Transfer Date of:

(i) any collective agreement applicable to the Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List; and/or

(ii) any custom or practice in respect of any Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List which the New Contractor and/or New Sub-Contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List arising from or connected with any failure by the New Contractor and/or New Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

(d) any proposal by the New Contractor and/or New Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List on or after their transfer to the New Contractor or New Sub-Contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Contractor's Final Contractor Personnel List who would have been a Transferring Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

(e) any statement communicated to or action undertaken by the New Contractor or New Sub-Contractor to, or in respect of, any Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Contractor in writing;

(f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

(ii) in relation to any employee who is not a Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor or Sub-Contractor, to the New Contractor or New Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

(g) a failure of the New Contractor or New Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List in respect of the period from (and including) the Service Transfer Date; and

(h) any claim made by or in respect of a Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Contractor Employee relating to any act or omission of the New Contractor or New Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 of this Part E shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Contractor and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Contractor and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

Contract for the Provision of Prisoner Education Services (Core Education)

PART E, ANNEX E1 - LIST OF NOTIFIED SUB-CONTRACTORS

*(**Note to Contractor**: the Contractor must confirm after the Effective Date which Sub-contractors are subject to TUPE)*

[REDACTED Section 40 of the FOIA: Personal Information]

Contract for the Provision of Prisoner Education Services (Core Education)

PART E, ANNEX E2 - EMPLOYEE INFORMATION SPREADSHEET

[REDACTED Section 40 of the FOIA: Personal Information]

SCHEDULE 18 – INSURANCES

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025

The insurances in this Schedule 18 shall be maintained by the Contractor (or the Contractor shall procure the maintenance of the insurances in this Schedule 18) in accordance with Clause G1 (*Liability, Indemnity and Insurance*) of this Contract.

1 OBLIGATION TO MAINTAIN INSURANCES

The insurances in this Schedule 18 shall be:

(a) taken out and maintained with insurers who are:

(i) of good financial standing;

(ii) appropriately regulated;

(iii) regulated by the applicable regulatory body and in good standing with that regulator;

(iv) except in the case of any insurances provided by an Affiliate of the Contractor, of good repute in the international insurance market; and

(b) maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

2 PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

2.1 Insured

The Contractor

2.2 Interest

To indemnify the insured in respect of all sums which the insured shall become legally liable to pay, (including claimant's costs and expenses) as damages in respect of accidental:

(a) death or bodily injury to or sickness, illness or disease contracted by any person;

(b) loss of or damage to property;

happening during the period of insurance (in Paragraph 2.5 below) and arising out of or in connection with the provision of the Services and in connection with this Contract.

2.3 **Limit of indemnity**

Not less than twenty million pounds sterling (£20,000,000) (indexed in accordance with this Contract) in respect of any one occurrence, the number of occurrences being unlimited during the annual period of insurance, but in the annual aggregate in respect of pollution and products liability (to the extent insured by the relevant policy).

2.4 **Territorial limits**

United Kingdom

2.5 **Period of insurance**

From the Effective Date for the duration of this Contract and renewable on an annual basis unless agreed otherwise by the parties.

2.6 **Cover features and extensions**

(a) Indemnity to principal's clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third-party property damage, and for which the Contractor is legally liable in the provision of the Services under this Contract.

(b) Cross liability clause.

(c) Contingent motor liability.

(d) Legal defence costs.

(e) Health and Safety at Work Act(s) clause.

(f) Data Protection Act clause.

(g) Defence, appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act.

2.7 **Principal exclusions**

(a) War and related perils.

(b) Nuclear and radioactive risks.

(c) Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.

(d) Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.

(e) Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured.

(f) Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third-party property.

(g) Liability arising from the ownership, possession or use of any aircraft or marine vessel.

(h) Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

3 PROFESSIONAL INDEMNITY INSURANCE

3.1 **Insured**

Contractor

3.2 **Interest**

To indemnify the insured for all sums which the insured shall become legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the insured during the period of insurance required in Paragraph 3.5 (*Period of Insurance*) below by reason of any act, error and/or omission arising from or in connection with this Contract and the provision of the Services.

3.3 **Limit of indemnity**

Not less than three million pounds sterling (£3,000,000) in respect of any one claim, and in the annual aggregate during the period of insurance.

3.4 **Territorial limits**

United Kingdom.

3.5 **Period of insurance**

From the Effective Date for the duration of this Contract and a period of six (6) years following the expiry or termination of this Contract whichever occurs earlier.

3.6 **Cover features & extensions**

(a) Loss of documents and computer records extension; and

(b) In respect of any claims made policy wording retroactive cover from the date of this Contract or retroactive date no later than the date of this Contract.

3.7 **Principal exclusions**

(a) War and related perils.

(b) Nuclear/radioactive risks.

4 UNITED KINGDOM COMPULSORY INSURANCES

4.1 The Contractor is required to meet its United Kingdom statutory insurance obligations in full. Insurances are required to comply with all legislation during the period of this Contract including employers' liability insurance and motor third-party liability insurance.

4.2 The limit of indemnity for the employers' liability insurance being any one occurrence inclusive of costs, the number of occurrences being unlimited during the annual period of insurance.

4.3 Employers' liability insurance to contain an indemnity to principal's clause in respect of claims made against the Authority arising out of the performance of the Contractor of his duties under this Contract.

4.4 All insurances required by legislation shall be maintained throughout the period of this Contract.

Milton Keynes College Group evidence of Insurance:

Insurance certificate

[REDACTED Section 40 of the FOIA: Personal Information]

SCHEDULE 19 – PARENT COMPANY GUARANTEE – NOT USED

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025

PARENT COMPANY GUARANTEE[1]

BETWEEN

[ ]

[as Contractor][2]

[ ]

as Guarantor

and

THE SECRETARY OF STATE FOR JUSTICE

as Authority

relating to

THE PROVISION OF PRISONER EDUCATION SERVICES (CORE EDUCATION)

[1] Note to Bidders: A PCG will not be relevant for all Contractors. The requirement to provide a PCG shall be assessed by the Authority on a case-by-case basis and consistent with the ITT approach of assessing financial standing.

[2] Note to Bidders: The Contractor shall be required to be a party to the PCG if the Guarantor is a non-UK entity. The Contractor shall sign the agreement to acknowledge their responsibilities as agent for service (please see Clause 13).

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Contract for the Provision of Prisoner Education Services (Core Education)

[NOTE TO BIDDERS: THE AUTHORITY WILL CONSIDER APPROPRIATE AMENDMENTS TO THIS DEED TO REFLECT THE JURISDICTION IN WHICH A PARENT IS REGISTERED, WHICH MAY INCLUDE THE REQUIREMENT FOR A LEGAL OPINION AND AMENDMENTS TO REFLECT LEGAL AND/OR REPORTING REQUIREMENTS PLACED ON COMPANIES GENERALLY IN SUCH JURISDICTION. THE DEED WILL REMAIN SUBJECT TO THE LAWS OF ENGLAND AND WALES.]

THIS DEED is dated and made

BETWEEN:

(1) [[**INSERT CONTRACTOR NAME**], [a company incorporated in [England and Wales] with registered company number [**INSERT REGISTERED NUMBER**] whose registered office is at [**INSERT REGISTERED OFFICE**]] [**OR**] [a company incorporated under the laws of [**INSERT COUNTRY**], registered in [**INSERT COUNTRY**] with number [insert number] at [**INSERT PLACE OF REGISTRATION**], whose principal office is at [**INSERT OFFICE DETAILS**] (the "**Contractor**")]; and

(2) [**INSERT GUARANTOR COMPANY NAME**], [a company incorporated in [England and Wales] with registered company number [**INSERT REGISTERED NUMBER**] whose registered office is at [**INSERT REGISTERED OFFICE**]] [**OR**] [a company incorporated under the laws of [**INSERT COUNTRY**], registered in [**INSERT COUNTRY**] with number [**INSERT NUMBER**] at [**INSERT PLACE OF REGISTRATION**], whose principal office is at [**INSERT OFFICE DETAILS**] (the "**Guarantor**"); and

(3) **THE SECRETARY OF STATE FOR JUSTICE**, acting as a part of the Crown of 102 Petty France, London SW1H 9AJ (the "**Authority**").

each one a "**Party**" and together the "**Parties**".

BACKGROUND:

(A) The Authority and [[**INSERT CONTRACTOR** NAME, [**INSERT REGISTERED** NUMBER] ("the **Contractor**")][3] [OR] [the Contractor] entered into a contract for the provision of Prisoner Education Services ("**PES**") on or around the date of this Deed (the "**Contract**").

(B) The Contractor is a wholly owned subsidiary of the Guarantor.

(C) The Guarantor has agreed to enter into this Deed in favour of the Authority.

[3] Drafting Note: To be amended depending on if Contractor is party (as already defined in Recital 1) or if not.

NOW THIS DEED WITNESSETH as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 In this Deed, unless defined below or the context requires otherwise, capitalised terms shall have the same meaning as they have for the purpose of the Contract:

"**Contract**"	has the meaning given to it in Recital (A) of this Guarantee;
"**Guaranteed Obligations**"	has the meaning given to it in Paragraph 2.1(a) of this Guarantee;
"**PES**"	has the meaning given to it in Recital (A) of this Guarantee;
"**Prescribed Rate**"	means applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis;
"**Proceedings**"	has the meaning given to it in Paragraph 17.2 of this Guarantee; and
"**VAT**"	means value added tax charged or regulated in accordance with the Value Added Tax Act 1994 and legislation supplemental thereto or replacing, modify or consolidating it.

1.2 References to any Party include its successors, permitted assigns or transferees, whether direct or indirect.

1.3 References to documents include all variations and replacements of such documents and supplements of such documents.

1.4 Any reference to a person includes any individual, firm, company, partnership and corporation, government, state or agency of a state or any association, trust, joint venture, consortium or other entity (whether or not having separate legal personality) and their successors and permitted assignees or transferees.

1.5 Unless otherwise stated, reference to Clause(s) are to Clauses of and to this Deed.

1.6 The headings are inserted for convenience only and shall not affect the construction of this Deed.

2 GUARANTEE AND INDEMNITY

2.1 In consideration of the Authority entering into the Contract with the Contractor, (as the Guarantor hereby acknowledges), the Guarantor unconditionally and irrevocably guarantees to the Authority:

(a) due and punctual performance and observance by the Contractor of each and all present and future acts, covenants, obligations, representations, warranties, duties and undertakings to be performed or observed by the Contractor under or pursuant to the Contract when and if the same become due and performable according to the terms of the Contract (the "**Guaranteed Obligations**"); and

(b) the due and punctual payment by the Contractor of all present and future sums payable (in accordance with Clause 7.8, together with interest on such sum accrued from the due date until the date of actual payment (both before and after judgment) at the Prescribed Rate) under or pursuant to the Contract to the Authority as and when the same fall due (with the intention that any amount not recoverable for any reason from the Guarantor under this Deed on the basis of a guarantee shall nevertheless be recoverable on the basis of an indemnity).

2.2 In addition to and separate from those obligations set out in Clause 2.1, the Guarantor agrees as primary obligor to, fully perform and observe or procure the performance and observance of all of the Contractor's Guaranteed Obligations when and to the extent the same shall become due and performable according to the terms of the Contract.

2.3 The Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under Clause 2.1, shall indemnify and keep the Authority fully and effectually indemnified against all losses, damages, costs, claims, expenses or liability whatsoever arising out of or in connection with:

(a) any failure on the part of the Contractor to perform or discharge the Guaranteed Obligations;

(b) any of the Guaranteed Obligations being or becoming wholly or partially unenforceable for any reason;

other than, for the avoidance of doubt, any losses, damages, costs, claims and expenses in respect of which the Authority has already been compensated pursuant to this Deed or by the Contractor under or pursuant to the Contract.

2.4 Notwithstanding the generality of Clause 2.3, the Guarantor shall be entitled in any action or proceedings by the Authority pursuant to this Deed to raise any equivalent rights in defence of liability as the Contractor would have against the Authority under the Contract so that except in relation to any costs incurred in enforcing this Deed, the liability of the Guarantor shall be no greater than the liability which it would have had if it had been jointly and severally liable with the Contractor to the Authority as a party to the Contract.

2.5 This Deed shall at all times be, a continuing and irrevocable security and shall remain in full force and effect until all Guaranteed Obligations have been satisfied or duly performed and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account or other matter whatsoever. This security is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Authority may at any time hold for the performance of the Guaranteed Obligations and may be enforced without first having recourse to any such security.

3 PRESERVATION OF THE GUARANTOR'S LIABILITY

3.1 The Guarantor's liability under this Deed shall not be reduced, discharged or otherwise adversely affected by:

(a) any arrangement made between the Contractor and the Authority;

(b) any single or partial exercise of any right or remedy provided under this Deed or by law;

(c) any partial performance (except to the extent of such partial performance) by the Contractor of all and any of the present and future acts, covenants, obligations, representations, warranties, duties and undertakings to be performed or observed by the Contractor under or pursuant to the Contract;

(d) any alteration in the obligations undertaken by the Contractor whether by way of any variation of the Contract or otherwise;

(e) any waiver or forbearance by the Authority whether as to payment, time, performance or otherwise;

(f) the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Contractor or any other person;

(g) any unenforceability, illegality or invalidity of any of the provisions of the Contract or any of the Contactor's obligations under the Contract,

so that this Deed shall be construed as if there were no such unenforceability, illegality or invalidity;

(h) any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, Control or ownership, insolvency, liquidation, administration, voluntary arrangement, or appointment of a receiver, of the Contractor, Guarantor or any other person.

4 DEMAND UNDER THE GUARANTEE

The obligations of the Guarantor under or pursuant to this Deed shall not be discharged except by performance or the procurement of performance by the Guarantor of its obligations under this Deed including without limitation performance of the Guaranteed Obligations that have not been discharged by the Contractor under or pursuant to the Contract. The Guarantor's obligations shall not be subject to any prior notice to, or demand upon, the Guarantor with regard to any default on the part of the Contractor.

5 DEFERRAL OF RIGHTS

5.1 Until all amounts which may be or become payable under the Contract or this Deed have been irrevocably paid in full, the Guarantor shall not, as a result of this Deed or any payment performance under this Deed:

(a) be subrogated to any right or security of the Authority;

(b) claim or prove in competition with the Authority against the Contractor or any other person;

(c) demand or accept repayment in whole or in part of any indebtedness due from the Contractor;

(d) take the benefit of, share in or enforce any security or other guarantee or indemnity against the Contractor; or

(e) claim any right of contribution, set-off or indemnity from the Contractor,

without the prior written consent of the Authority (and in such case only in accordance with any written instructions of the Authority).

5.2 If the Guarantor receives any payment or other benefit in breach of Clause 5.1 or as a result of any action taken in accordance with a written instruction of the Authority given pursuant to Clause 5.1, such payment of other benefit, and any benefit derived directly or indirectly by the Guarantor therefrom, shall be held by the Guarantor on trust for the Authority applied towards the discharge of the Guarantor's obligations to the Authority under this Deed.

6 INSOLVENCY OF THE CONTRACTOR

If there occurs in respect of the Contractor an Insolvency Event, or where the principal obligations under any of the Contracts are illegal, invalid, void, voidable or unenforceable, this Deed shall, without prejudice to the Contractor's obligations under the Contracts, take effect as if the Guarantor were ab initio the principal obligor to the Authority (and not merely a surety) and liable to the Authority as if the relevant Contract had been entered into directly between the Guarantor and the Authority.

7 PAYMENTS

7.1 Each payment to be made by the Guarantor under this Deed shall be made to the Authority, in the appropriate currency in accordance with the terms of the Contract.

7.2 All payments to be made by the Guarantor under this Deed shall be calculated without reference to any set-off, condition or counterclaim and shall be made in full and free and clear of, and without any deduction whatsoever for or on account of, any set-off, condition or counterclaim.

7.3 All payments to be made by the Guarantor to the Authority under this Deed shall be made in full without any deduction or withholding whatsoever of or in respect of any tax, unless the Guarantor is required by law to make any such deduction or withholding.

7.4 If any deduction or withholding is required by any applicable law to be made by the Guarantor:

(a) the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required; and

(b) the Guarantor shall promptly deliver to the Authority all receipts issued to it evidencing each deduction or withholding which it has made.

7.5 If any payment received by the Authority pursuant to the provisions of this Deed or the Contract shall be avoided or is required to be repaid for any reason in relation to any laws relating to an Insolvency Event, such payment shall not be considered as having discharged or diminished the liability of the Guarantor hereunder; and the liability of the Guarantor hereunder shall continue to apply as if such payment had at all times remained owing by the Contractor, and the Guarantor shall indemnify the Authority in respect thereof.

7.6 All sums payable by the Guarantor under or pursuant to this Deed are exclusive of any VAT.

7.7 The Guarantor shall not and may not direct the application by the Authority of any sums received by the Authority from the Guarantor under any of the terms in this Deed.

7.8 If the Guarantor defaults in the payment, when due, of any sum payable by it under this Deed, its liability shall be increased to include interest on such sum from the due date until the date of actual payment (both before and after judgment) at the Prescribed Rate. All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded monthly. Any such interest paid by the Guarantor shall discharge pro tanto the Contractor's liability to pay interest under the Contract.

7.9 The Guarantor shall, on a full indemnity basis, pay to the Authority on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any VAT on those costs and expenses) which the Authority incurs in connection with:

(a) the preservation, or exercise and enforcement, of any rights under or in connection with this Deed or any attempt to do so; and

(b) any discharge or release of this Deed.

7.10 Notwithstanding any other provision in this Deed, the Guarantor shall not be required to make such part of a payment to the Authority pursuant to this Deed which, in aggregate with all other payments made to the Authority pursuant to this Deed, would exceed the Contractor's liability under the Contract.

8 REPRESENTATIONS AND WARRANTIES

The Guarantor represents and warrants to the Authority that:

(a) it is duly incorporated [with limited liability][4] and is a validly existing [company][5] under the laws of its place of incorporation, has the capacity to sue or be sued in its own name, and has power to carry on its business as now being conducted and to own its property and other assets;

(b) it has full power under its constitution or equivalent constitutional documents in the jurisdiction in which it is established to enter into this Deed;

[4] Drafting Note: Populate in accordance with the corporate structure of the Contractor.
[5] Drafting Note: Populate in accordance with the corporate structure of the Contractor.

(c) it has full power to perform the obligations expressed to be assumed by it or contemplated by this Deed;

(d) it has been duly authorised to enter into this Deed;

(e) it has taken all necessary corporate action to authorise the execution, delivery and performance of this Deed;

(f) this Deed when executed and delivered will constitute a legally binding obligation on it enforceable in accordance with its terms;

(g) all necessary consents and authorisations for the giving and implementation of this Deed have been obtained;

(h) that its entry into and performance of its obligations under this Deed will not constitute any breach of or default under any contractual, government or public obligation binding on it; and

(i) that it is not engaged in any litigation or arbitration proceedings that might affect its capacity or ability to perform its obligations under this Deed and to the best of its knowledge no such legal or arbitration proceedings have been threatened or are pending against it.

9 FURTHER ASSURANCE

The Contractor and Guarantor (at their own cost) agree to do all further acts and things and execute and deliver all instruments as shall be necessary or expedient for the carrying out of the provisions of this Deed.

10 WAIVER AND VARIATION

10.1 No variation of this Deed shall be effective unless it is in writing and signed by the parties.

10.2 Any waiver by the Authority of any terms of this Deed, or of any of the Guaranteed Obligations, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

11 PARTIAL INVALIDITY

If any provision of this Deed is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision or part-provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed had been executed with the invalid, illegal or unenforceable provision eliminated.

12 ENTIRE AGREEMENT

12.1 This Deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.2 The Guarantor acknowledges that it has not entered into this Deed in reliance upon, nor has it been induced to enter into this Deed by, any representation, warranty or undertaking made by or on behalf of the Authority (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed.

13 NOTICES AND COMMUNICATIONS

13.1 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.

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

(a) a letter is deemed to have been received two (2) Working Days after the day it was sent; and

(b) an email is deemed to have been received four (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.

(c) 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:

For the Authority:

Contact Name: [REDACTED Section 40 of the FOIA: Personal Information]

Address: [REDACTED Section 40 of the FOIA: Personal Information]

Email: [REDACTED Section 40 of the FOIA: Personal Information]

(d) For the Guarantor:

Contact Name: [**INSERT NAME**];

Address: [**INSERT ADDRESS**];

Email: [**INSERT EMAIL ADDRESS**].

14 ASSIGNMENT

14.1 The Authority may assign the benefit of this Deed at any time to any person to whom the Contract is validly assigned without the Contractor's or the Guarantor's consent, provided that the Guarantor is notified prior to any such assignment. Any such assignment shall not release the Guarantor from liability under this Deed.

14.2 The Guarantor shall not contend that any person to whom the benefit of this Deed is assigned under Clause 14.1 may not recover any sum under this Deed because that person is an assignee and not a named party to this Deed.

14.3 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed without the prior written consent of the Authority.

15 COUNTERPARTS

This Deed may be executed in counterparts, in which case this Deed will be as effective as if all signatures on the counterparts were in a single copy of this Deed.

16 THIRD PARTY RIGHTS

A person who is not a Party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Deed.

17 LAW AND JURISDICTION

17.1 This Deed and any issues, disputes or claims (whether contractual or non-contractual) arising from or connected with it or its subject matter shall be governed by and construed in accordance with English law.

17.2 In relation to any dispute, legal action or proceedings (whether contractual or non-contractual) arising out of or in connection with this Deed or its subject matter or formation ("**Proceedings**"), the Guarantor and the Contractor irrevocably submit to the exclusive jurisdiction of the English Courts and waive any objection to Proceedings, in such Courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.

17.3 Nothing contained in Clause 17.2 shall limit the rights of the Authority to take proceedings against the Guarantor or Contractor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

17.4 [Without prejudice to any other mode of service allowed under any relevant law, the Guarantor:

(a) irrevocably appoints the Contractor **[INSERT ADDRESS]** as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and

(b) agrees that failure by the process agent to notify the Guarantor of the process will not invalidate the proceedings concerned.

Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Guarantor) and shall be valid until such time as the Authority has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Guarantor shall appoint a substitute acceptable to the Authority and deliver to the Authority the new agent's name and address within England and Wales.][6]

[6] Drafting Note: Please delete Clause 17.4 unless the Guarantor is a non-UK entity (as only in those circumstances is require an agent for service).

Contract for the Provision of Prisoner Education Services (Core Education)

IN WITNESS whereof this document is executed as a Deed and is delivered on the date first before written:

EXECUTED AS A DEED for and on behalf of
[INSERT THE NAME OF THE GUARANTOR]
acting by

…… ……
Signature of Director/Attorney

Full Name (Director/Attorney)

in the presence of:

……
Full Name (Witness)

……

……

……

……
Signature of Witness

Address

EXECUTED AS A DEED for and on behalf of
[**INSERT THE NAME OF THE CONTRACTOR**][7]

acting by

…… ……
Signature of Director/Attorney

Full Name (Director/Attorney)

in the presence of:

……
Full Name (Witness)

……

……

…… ……
Signature of Witness

[7] Drafting Note: Please delete the signing block for the Contractor unless a party to this Deed.

Contract for the Provision of Prisoner Education Services (Core Education)

Address

THE SEAL of the **SECRETARY OF STATE FOR JUSTICE** hereunto affixed is authenticated by:

Authorised by the Secretary of State for Justice

Name

SCHEDULE 20 – EXIT MANAGEMENT

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025
V4.0	25 February 2025

1 DEFINITIONS

1.1 In this Schedule 20, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"**Assets**"	means all assets and rights used by the Contractor to provide the Services in accordance with this Contract, including but not limited to Equipment, digital assets, tools, software and licences, furniture, heavy duty items (such as oven and construction tools) and materials associated with workshops (such as barbering and catering equipment), but excluding the Authority Assets;
"Authority Assets"	means the Authority Materials, the Authority infrastructure and any other data, software, assets (including assets on the Digital Assets List), Digital Equipment, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;
"Authority Materials"	means the Authority Data together with any materials, documentation, information, programs and codes, (including but not limited to educational material associated with the delivery of the Services), supplied by the Authority to the Contractor, the Intellectual Property Rights in which: (a) are owned or used by or on behalf of the Authority; and (b) are or may be used in connection with the provision or receipt of the Services, but excluding any Contractor Software and Third Party Software;
"Emergency Exit"	means any termination of this Contract which is a: (a) termination of the whole or part of this Contract in accordance with Clause H (*Default, Disruption and Termination*), except where the period of notice given

under that clause is greater than or equal to six (6) Months;

(b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause H (*Default, Disruption and Termination*); or

(c) wrongful termination or repudiation of this Contract by either Party;

"Ethical Wall Agreement"	means an ethical wall agreement in the form as provided by the Authority;
"Exclusive Assets"	means those Assets used by the Contractor or a Sub-Contractor which are used exclusively in the provision of the Services;
"Exit Information"	has the meaning given in Paragraph 3.1 of this Schedule 20;
"Exit Manager"	the person appointed by each Party pursuant to Paragraph 2.4 for managing the Parties' respective obligations under this Schedule 20;
"Exit Plan"	means the plan produced and updated by the Contractor during the Term in accordance with Paragraph 5 in accordance with the template as set out in Appendix 2, or such template as updated by the Authority from time to time;
"Independent Valuer"	has the meaning given in Paragraph 7.4 of this Schedule 20;
"Net Book Value"	means the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Contractor set out in the letter in the agreed form from the Contractor to the Authority of the same date as this Contract;
"Ordinary Exit"	means any termination of the whole or any part of this Contract which occurs:

(a) pursuant to Clause H (*Default, Disruption and Termination*), where the period of notice

	given by the Party serving notice to terminate pursuant to such clause is greater than or equal to six (6) Months; or
	(b) as a result of the expiry of the Term;
"Price of Transferring Assets"	has the meaning given in Paragraph 7.3 of this Schedule 20;
"Registers"	means the registers referred to in Paragraphs 2.1(a) to 2.1(c);
"Staffing Information"	has the meaning given to it in Schedule 17 (*TUPE, Employees and Pensions*);
"Termination Assistance Notice"	has the meaning given in Paragraph 6.1 of this Schedule 20;
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Contractor is required to provide the Termination Services as such period may be extended pursuant to Paragraph 6.3;
"Termination Services"	means the services and activities to be performed by the Contractor (whether before or after it ceases performing Services) including those pursuant to the Exit Plan, those activities listed in Appendix 1 (*Scope of the Termination Services*) to this Schedule 20 where relevant, and any other services required pursuant to the Termination Assistance Notice or otherwise requested by the Authority from time to time;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Authority;
"Transferable Contracts"	means the Sub-Contracts, licences for Contractor Software, licences for Third Party Software or other agreements which are necessary to enable the Authority and/or any Replacement Contractor to perform the Services or the replacement services (which are the same as or substantially similar to any of the Services and which the Authority receives

	in substitution for any of the Services following the expiry or termination or partial termination of this Contract, whether those services are provided by the Authority internally and/or by any third party);
"Transferring Assets"	has the meaning given in Paragraph 7.2(a) of this Schedule 20; and
"Transferring Contracts"	has the meaning given in Paragraph 7.2(c) of this Schedule 20.

2 OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

2.1 During the Term, the Contractor shall:

(a) create and maintain a register of all:

(i) Assets excluding any consumables, detailing their:

(A) Asset ID (identification);

(B) Asset description;

(C) serial number;

(D) Asset type (Exclusive, Non-Exclusive, Inherited, Authority Funded)[1];

(E) purchase date;

(F) age of Asset (in years);

(G) condition of Asset;

(H) original Asset cost value;

(I) Net book Value;

(J) manufacturer/model;

(K) portable or fixed;

(L) location of Asset – room;

(M) Asset owned by;

[1] **Note to Bidders**: asset register types may need to be adjusted during Mobilisation.

(N) Asset used by;

(O) maintenance log;

(P) details of any maintenance agreement and operations manual in place for the Asset; and

(Q) disposal record;

(ii) on-going and/or threatened disputes in relation to the provision of the Services including any on-going employment tribunals, with case number details, costs to date and status of legal claim;

(iii) tenancy and lease agreements which provides the details of any tenancy or lease agreement in relation to the provision of the Services which have been entered into by the Contractor including any office space; and

(iv) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services (including which services are delivered by the Sub-Contractors, the details of break clauses associated with these Sub-Contracts, named contacts of the Sub-Contractor and their contact details to include a business address, telephone number and email address; as well as such other details as the Authority may reasonably require, details of service level agreements and Key Performance Indicators should be provided alongside an assessment by the Contractor of the Sub-Contractors performance) and copies of such Sub-Contracts and agreements;

(b) create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Contractor provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Contractor to understand how the Contractor provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

(c) create and maintain any other registers that the Authority may reasonably require (where notified to the Contractor); and

(d) keep the Registers up to date on a quarterly basis, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to, varied, or removed from the Services.

2.2 The Registers created and maintained by the Contractor shall be in such format as the Authority may reasonably require. The Authority shall advise the Contractor of any specific format and requirements as soon as reasonably practicable following the Effective Date and shall notify the Contractor if the format and/or requirements need to be amended at any stage during the Term.

2.3 The Contractor shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Contract.

2.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule 20 and provide written notification of such appointment to the other Party within three (3) Months of the Effective Date. The Contractor's Exit Manager shall be responsible for ensuring that the Contractor and its employees, agents and Sub-Contractors comply with this Schedule 20. The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this Schedule 20. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination or expiry of this Contract and all matters connected with this Schedule 20 and each Party's compliance with it.

3 OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

3.1 On: (i) reasonable notice at any point during the Term; (ii) quarterly from the Services Commencement Date; and (iii) the first day of each Month during the final year of the Term, the Contractor shall provide to the Authority and/or its potential Replacement Contractors (subject to the potential Replacement Contractors entering into reasonable written confidentiality undertakings), the following material and information (in a format as determined by the Authority from time to time and notified to the Contractor) in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Contractors undertaking due diligence (and/or for other purposes related to the provision or future provision of services):

(a) details of the Service(s) (in such detail as to enable a potential Replacement Contractor to have an understanding of the nature and extent of the Service and how the Service is provided);

(b) a copy of the Registers, updated by the Contractor up to the date of delivery of such Registers;

(c) an inventory of Authority Data in the Contractor's possession or control;

(d) details of all Intellectual Property used in connection with the Services to the extent required to be provided by Section E (Intellectual Property) and Schedule 6 (*IPR and Software*);

(e) the Contractor's depreciation policy, used for the purpose of calculating the Net Book Value;

(f) the Contractor's data retention policy;

(g) copies of the Contractor's Parent Company Guarantee[2];

(h) details of any key terms of any third-party contracts and licences, particularly as regards charges, termination, assignment and novation;

(i) a list of on-going and/or threatened disputes in relation to the provision of the Services;

(j) to the extent permitted by applicable Law, all information relating to Transferring Contractor Employees required to be provided by the Contractor under this Contract; and

(k) such other material and information as the Authority shall reasonably require,

(together, the "**Exit Information**").

3.2 The Contractor acknowledges that the Authority may disclose the Contractor's Confidential Information to an actual or prospective Replacement Contractor or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this Paragraph 3.2 disclose any Contractor's Confidential Information which is information relating to the Contractor's or its Sub-Contractors' prices or costs).

3.3 The Contractor shall:

(a) notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and

(b) provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Authority.

[2] **Note to Bidders:** only applicable where MoJ has requested a PCG.

3.4 The Contractor may charge the Authority for its reasonable additional costs to the extent the Authority requests more than four (4) updates in any six (6) Month period. For the avoidance of doubt, this Clause 3.4 shall not at any time apply to any information that the Contractor is required to provide to the Authority pursuant to Clause 3.1(iii).

3.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Contractor shall be such as would be reasonably necessary to enable a third party to:

(a) prepare an informed offer for those Services; and

(b) not be disadvantaged in any subsequent procurement process compared to the Contractor (if the Contractor is invited to participate).

4 OBLIGATION TO ENTER INTO AN ETHICAL WALL AGREEMENT ON RE-TENDERING OF SERVICES

4.1 The Authority may require the Contractor to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Services or any part of the Services.

4.2 If required to enter into the Ethical Wall Agreement, the Contractor will return a signed copy of the Ethical Wall Agreement within ten (10) Working Days of receipt. The Contractor's costs of entering into the Ethical Wall Agreement will be borne solely by the Contractor.

5 EXIT PLAN

5.1 The Contractor shall in accordance with the timescales identified below in Paragraph 5.2, deliver to the Authority an Exit Plan which:

(a) sets out the Contractor's proposed methodology for achieving an orderly transition of the relevant Services from the Contractor to the Authority and/or its Replacement Contractor on the partial termination, expiry or termination of this Contract;

(b) complies with the requirements set out in Paragraph 5.4; and

(c) is otherwise reasonably satisfactory to the Authority.

5.2 The Contractor shall deliver an Exit Plan to the Authority in accordance with the following timescales:

(a) within the first three (3) Months of the Effective Date, the Contractor shall deliver the initial Exit Plan;

(b) from the Effective Date until the day before the first day of the final year of the Term, the Contractor shall deliver an Exit Plan on an

annual basis, on each anniversary of the Services Commencement Date;

(c) if requested by the Authority following the occurrence of a Financial Distress Event, within fourteen (14) Working Days of such request;

(d) during the final year of the Term, the Contractor shall deliver an Exit Plan quarterly;

(e) within twenty (20) Working Days after either Party gives notice of termination; and

(f) where reasonably requested by the Authority.

5.3 The Parties shall use reasonable endeavours to agree the contents of the initial Exit Plan. If the Parties are unable to agree the contents of the initial Exit Plan within twenty (20) Working Days of its submission, then such dispute shall be resolved in accordance with the Dispute Resolution Procedure detailed in Clause I1 (*Dispute Resolution*).

5.4 The Exit Plan shall set out, as a minimum:

(a) how the Exit Information is obtained;

(b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Contractor may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Contractor of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;

(c) a mechanism for dealing with partial termination on the assumption that the Contractor will continue to provide the remaining Services under this Contract;

(d) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;

(e) the management structure to be employed during the Termination Assistance Period;

(f) a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;

(g) how the Services will transfer to the Replacement Contractor and/or the Authority, including details of the processes, documentation,

assets, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Contractor or its Sub-Contractors (where applicable);

(h) the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in Appendix 1 as are applicable);

(i) a timetable and critical issues for providing the Termination Services;

(j) any charges that would be payable for the provision of the Termination Services, together with a capped estimate of such charges;

(k) how the Termination Services would be provided (if required) during the Termination Assistance Period;

(l) procedures to deal with requests made by the Authority and/or a Replacement Contractor for Staffing Information pursuant to Schedule 17 (*TUPE, Employees and Pensions*);

(m) how each of the issues set out in this Schedule 20 will be addressed to facilitate the transition of the Services from the Contractor to the Replacement Contractor and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period;

(n) process for agreeing the condition of Assets and either their repair, replacement or disposal (where applicable); and

(o) such other information as the Authority may reasonably require.

5.5 The Parties acknowledge that the migration of the Services from the Contractor to the Authority and/or its Replacement Contractor may be phased, such that certain of the Services are handed over before others.

5.6 The Contractor shall review and update the Exit Plan on a basis consistent with the principles set out in this Schedule 20 by the dates set out in Paragraphs 5.2(b)-5.2(f) to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update, the Contractor shall submit the revised Exit Plan to the Authority for review. Within twenty (20) Working Days following submission of any revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure detailed in Clause I1 (*Dispute Resolution*).

Finalisation of the Exit Plan

5.7 In accordance with the timescales set out in Paragraph 5.2(e), the Contractor will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule 20 and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

5.8 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to the Authority then such dispute shall be resolved in accordance with the Dispute Resolution Procedure detailed in Clause I1 (*Dispute Resolution*). Until the agreement of the final form of the Exit Plan, the Contractor shall provide the Termination Services in accordance with the principles set out in this Schedule 20 and the last approved version of the Exit Plan (insofar as relevant).

6 TERMINATION SERVICES

Notification of Requirements for Termination Services

6.1 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notices to the Contractor (each a "**Termination Assistance Notice**") and at least four (4) Months prior to the date of termination or expiry of this Contract or as soon as reasonably practicable (but in any event, not later than one (1) Month) following either Party terminating the Contract by notice. The Termination Assistance Notice shall specify:

(a) the date from which Termination Services are required;

(b) the nature of the Termination Services required; and

(c) the period during which it is anticipated that Termination Services will be required, which shall continue no longer than twelve (12) Months after the date that the Contractor ceases to provide the terminated Services.

6.2 The Authority shall have:

(a) an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) Months after the date the Contractor ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Contractor to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire; and

(b) the right to terminate its requirement for Termination Services by serving not less than twenty (20) Working Days' written notice upon the Contractor to such effect.

Termination Assistance Period

6.3 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Contractor shall:

(a) continue to provide the Services, or parts thereof (as applicable and to the extent required by the Authority) and, if required by the Authority pursuant to Paragraph 6.1, provide the Termination Services;

(b) in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the partial termination, termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Contractor;

(c) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 6.3(b) without additional costs to the Authority (however without reduction of the delivery of the Services);

(d) provide the Services and the Termination Services at no detriment to the Key Performance Indicators, save to the extent that the Parties agree otherwise in accordance with Paragraph 6.5; and

(e) at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

6.4 Without prejudice to the Contractor's obligations under Paragraph 6.3(c), if it is not possible for the Contractor to reallocate resources to provide such assistance as is referred to in Paragraph 6.3(b) without additional costs to the Authority, any additional costs incurred by the Contractor in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be agreed in accordance with the Change Control Procedure. The Contractor shall provide the Authority sufficient information (on an open book basis and as reasonably required by the Authority) to enable them to verify the costs.

6.5 The Authority may vary (at its discretion) the Key Performance Indicator(s) to take account of any material adverse effect on the Contractor's ability to meet one or more of the particular Key Performance Indicator(s) during transition of the Services and provision of the Termination Services during the Termination Assistance Period.

Termination Obligations

6.6 The Contractor shall comply with all of its obligations contained in the Exit Plan in respect of any partial termination or termination.

6.7 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Contractor's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule 20) in respect of the Services that have been terminated, the Contractor shall:

(a) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress;

(b) cease to use the Authority Data;

(c) provide the Authority and/or the Replacement Contractor with a complete and uncorrupted version of the Authority Data and/or Personal Data in electronic form (or such other format as reasonably required by the Authority);

(d) erase from any computers, storage devices and storage media that are to be retained by the Contractor after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;

(e) return to the Authority such of the following as is in the Contractor's possession or control:

(i) without prejudice to Paragraph 7, all Authority Assets, and at the request of the Authority, all assets, equipment, documents, data, and other information and materials provided to the Contractor used to provide the Services in good working order and condition;

(ii) all Confidential Information and Authority Background IPRs 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;

(iii) all materials created by the Contractor under this Contract in which the Intellectual Property Rights are owned by the Authority;

(iv) any parts of the Authority and/or Contractor’s computing environment, consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with this Contract or which is necessary for the Authority to receive the Services, and any other equipment which belongs to the Authority;

(v) any items that have been on-charged to the Authority, such as consumables;

(f) vacate the Premises unless access is required to continue to deliver the Termination Services;

(g) 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 Contractor to conduct due diligence;

(h) provide access during normal working hours to the Authority and/or the Replacement Contractor for up to twelve (12) Months after the partial termination, expiry or termination of this Contract to:

(i) such information relating to the Services as remains in the possession or control of the Contractor; and

(ii) such members of the Staff as have been involved in the design, development and provision of the Services and who are still employed by the Contractor, provided that the Authority and/or the Replacement Contractor shall pay the reasonable costs of the Contractor actually incurred in responding to requests for access under this Paragraph 6.7(h)(ii).

6.8 If the Contractor does not comply with Paragraphs 6.7(e)(i) and/or (ii), the Authority may recover possession thereof and the Contractor hereby grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its suppliers or Sub-Contractors where any such items may be held.

6.9 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Contractor's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule 20), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes.

6.10 Except where this Contract provides otherwise, (or as may be notified by the Authority) all licences, leases and authorisations granted by the Authority to the Contractor in relation to the terminated Services shall be terminated with effect from the end of the Termination Assistance Period.

6.11 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period, the Contractor shall remove and safely dispose of all Equipment or Assets which is not the property of the Authority and that the Authority does not wish to be transferred in accordance with Paragraph 7 together with any other materials used by the Contractor to supply the Services including the cost of packing, carriage and shall leave the Premises in a clean, safe and tidy condition. The Contractor shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Contractor or Staff or such removal, taking account of any sustainability requirements including safe removal of data and recycling requirements.

7 ASSETS, EQUIPMENT, SUB-CONTRACTS AND SOFTWARE

7.1 Following notice of termination or partial termination of this Contract and during the Termination Assistance Period, the Contractor shall not, in respect of the terminated Services, without the Authority's prior written consent:

(a) terminate, enter into or vary any Sub-Contract except to the extent that such change does not or will not affect the provision of Services or the Charges;

(b) (subject to Clause B5 (*Installations and Equipment*) including normal maintenance requirements) make material modifications to, or dispose of, any existing Equipment or acquire any new Equipment; or

(c) terminate, enter into or vary any licence for software in connection with the Services.

7.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Contractor pursuant to Paragraph 6.3(e), (or at any stage should the Contractor delay or fail to deliver the Registers) the Authority shall provide written notice to the Contractor setting out:

(a) which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Contractor in respect of the terminated Services (the "**Transferring Assets**");

(b) which, if any, of the Exclusive Assets that are not Transferable Assets the Authority and/or the Replacement Contractor requires the continued use of; and

(c) which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Contractor (the "**Transferring Contracts**"),

in order for the Authority and/or its Replacement Contractor to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Contractor, the Contractor

shall provide all reasonable assistance to the Authority and/or its Replacement Contractor to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Contractor requires to provide the Services or substantially similar services in substitution of the Services.

7.3 With effect from the expiry of the Services or expiry of the Termination Assistance Period (where assets required for use during Termination Assistance Period) and subject to agreement with the Authority of the market value of the Transferring Assets, the Contractor shall sell the Transferring Assets to the Authority and/or its nominated Replacement Contractor for a consideration equal to their agreed market value, except where the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Contract, in which case the Authority shall pay the Contractor the market value of the Transferring Asset less the amount already paid through the Charges ("**Price of Transferring Assets"**).

7.4 In default of agreement between the Authority and the Contractor, under Paragraph 7.3, the Price of Transferring Assets shall be determined by an independent person to be appointed (in default of nomination by agreement) by the President for the time being of the Royal Institution of Chartered Surveyors or the Institute of Chartered Accountants (the "**Independent Valuer**").

7.5 The independent person under Paragraph 7.3 shall act as an expert and not as an arbiter and, accordingly, its decisions (both as to value and to questions of procedure) shall be final and binding on the Contractor and the Authority and not subject to any form of review or appeal and its costs shall be paid by such Party as he may decide or by both the Authority and the Contractor in such proportion as he may direct. Each Party shall be responsible for the costs of presenting its own case.

7.6 For the avoidance of doubt the Dispute Resolution Procedure shall not apply in relation to any dispute as to value falling to be determined pursuant to these Paragraphs 7.3 to 7.5.

7.7 Risk in the Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) on payment for the same.

7.8 Where the Contractor:

(a) fails to comply with the Authority's instructions to dispose of Equipment pursuant to Clause B5.13(a);

(b) fails to comply with its obligations to transfer a Transferable Asset, make available any of the Exclusive Assets that are not

Transferable Assets that the Authority and/or the Replacement Contractor requires the continued use of, and/or assign or novate any Transferring Contract as required under Paragraph 7.2; and/or

(c) fails to transfer a Transferable Asset in good working order;

the Authority may recover reasonable costs and Losses incurred by the Authority in respect of any failure referred to above.

Where the Contractor is notified in accordance with Paragraph 7.2(b) that the Authority and/or the Replacement Contractor requires continued use of any Exclusive Assets that are not Transferable Assets, the Contractor shall as soon as reasonably practicable:

(d) procure 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 Contractor to use such assets (with a right of sub-licence or assignment on the same terms); or failing which,

(e) procure a suitable alternative to such assets and the Authority or the Replacement Contractor shall bear the reasonable proven costs of procuring the same.

7.9 The Contractor shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Contractor of the Transferring Contracts. The Contractor shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

7.10 The Authority shall:

(a) accept assignments from the Contractor or join with the Contractor in procuring a novation of each Transferring Contract; and

(b) once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Contractor, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Contractor does the same.

7.11 The Contractor shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Contractor has been effected.

7.12 The Contractor shall indemnify the Authority (and/or the Replacement Contractor, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or

novated to the Authority (and/or Replacement Contractor) pursuant to Paragraph 7.9 both:

(a) in relation to any matters arising prior to the date of assignment or novation of such Sub-Contract; and

(b) in relation to any matters arising after the date of assignment or novation of such Sub-Contract where the loss, liability or cost arises as a result of the Contractor's failure to comply with Clause E1 (*Intellectual Property Rights*).

8 STAFF

8.1 The Authority and Contractor agree and acknowledge that in the event of the Contractor ceasing to provide the Services or part of them for any reason, Schedule 17 (*TUPE, Employees and Pensions*) shall apply.

8.2 The Contractor shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Contractor.

8.3 During the Termination Assistance Period, the Contractor shall give the Authority and/or the Replacement Contractor reasonable access to the Contractor's personnel to present the case for transferring their employment to the Authority and/or the Replacement Contractor.

8.4 The Contractor shall immediately notify the Authority or, at the direction of the Authority, the Replacement Contractor of any period of notice given by the Contractor or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

8.5 The Contractor shall not for a period of twelve (12) Months from the date of transfer re-employ or re-engage or entice any employees, Contractors or Sub-Contractors whose employment or engagement is transferred to the Authority and/or the Replacement Contractor, except that this Paragraph 8.5 shall not apply where the employee, Contractor or Sub-Contractor applies in response to a public advertisement of a vacancy.

9 PRICE

9.1 During the Termination Assistance Period (or for such shorter period as the Authority may require the Contractor to provide the Termination Services), the Authority shall pay the price to the Contractor in respect of the Termination Services in accordance with the rates set out in the Exit Plan (but shall not be required to pay costs in excess of the estimate set out in the Exit Plan and the Contractor shall provide the Authority sufficient information (on an open book basis and as reasonably required by the Authority) to enable them to verify the costs). If the scope or timing of the Termination Services is changed and this

results in a change to the costs of such Termination Services, the estimate may be varied in accordance with the Change Control Procedure.

9.2 Where the Authority requests an extension to the Termination Services beyond the Termination Assistance Period in accordance with Paragraph 6.2:

(a) where more than six (6) Months' notice is provided, the same rate as set out in the Exit Plan (provided that, other than in circumstances where the Authority requires Termination Services which cost more than the proportion of the funding of the original Termination Assistance Period, this sum shall not exceed a pro-rated proportion of the Annual Delivery Budget in respect of the Termination Services or the price when not stated in the Exit Plan) shall be payable; and

(b) where less than six (6) Months' notice is provided, no more than 1.2 times the rate as set out in the Exit Plan (or the price when not stated in the Exit Plan) shall be payable.

9.3 For the purpose of calculating the costs of providing the Termination Services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing Termination Services shall be determined in accordance with the Change Control Procedure.

9.4 Except as otherwise expressly specified in this Contract, the Contractor shall not make any charges for the services provided by the Contractor pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Contractor in relation to its compliance with, this Schedule 20 including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

10 APPORTIONMENTS

10.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Contractor and/or the Replacement Contractor and the Contractor (as applicable) as follows:

(a) the amounts shall be annualised and divided by 365 to reach a daily rate;

(b) the Authority shall be responsible for (or shall procure that the Replacement Contractor 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

(c) the Contractor shall be responsible for or entitled to (as the case may be) the rest of the invoice.

10.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Contractor shall pay) any monies due under Paragraph 10.1 as soon as reasonably practicable.

Appendix 1 – SCOPE OF THE TERMINATION SERVICES

1.1 The Termination Services to be provided by the Contractor (or to procure as necessary from its Sub-Contractors) are such services (including the provision of information) as may reasonably be expected to be provided by the Contractor to the Authority and/or any Replacement Contractor to ensure an orderly and efficient transfer of services, including (without limitation) such of the following services as the Authority may specify:

(a) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Contractor after the end of the Termination Assistance Period;

(b) delivering to the Authority and/or any Replacement Contractor the vetting and training logs, existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the twelve (12) Month period immediately prior to the commencement of the Termination Services;

(c) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;

(d) providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;

(e) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;

(f) providing assistance and expertise as necessary to support the Authority and/or the Replacement Contractor develop the migration plan for business operations and Authority Data to the Replacement Contractor, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Authority Data;

(g) agreeing with the Authority an effective communication strategy and joint communications plan which sets out the implications for Staff, Authority staff, customers and key stakeholders;

(h) making available to the Authority and/or the Replacement Contractor expertise to analyse training requirements and provide all necessary

training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;

(i) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;

(j) assisting in the execution of any parallel operation or implementation activity until the effective date of expiry or termination of this Contract;

(k) in respect of the maintenance and support of the Contractor System, providing historical performance data for the previous twelve (12) Months;

(l) providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Contractor;

(m) agreeing with the Authority and/or the Replacement Contractor a plan for the migration of the Authority Data to the Authority and/or the Replacement Contractor;

(n) providing access to the Authority and/or the Replacement Contractor during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Contractor:

(i) to information and documentation relating to the services provided by the Replacement Contractor that is in the possession or control of the Contractor or its Sub-Contractors (and the Contractor agrees and shall procure that its Sub-Contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

(ii) following reasonable notice and during the Contractor's normal business hours, to members of the Staff who have been involved in the provision or management of the Services and who are still employed or engaged by the Contractor or its Sub-Contractors; and

(o) knowledge transfer services, including:

(i) transferring all training material and providing appropriate training to those Authority and/or Replacement Contractor staff responsible for internal training in connection with the provision of the Services;

(ii) providing for transfer to the Authority and/or the Replacement Contractor of all knowledge reasonably required for the provision

of the Services which may, as appropriate, include information, records and documents; and

(iii) providing the Contractor and/or the Replacement Contractor with access to such members of the Contractor's or its Sub-Contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Contractor or its Sub-Contractors; and

(iv) allowing the Authority and/or the Replacement Contractor to work alongside and observe the performance of the Services by the Contractor at the Premises used to fulfil the Services (subject to compliance by the Authority and the Replacement Contractor with any applicable security and/or health and safety restrictions), and any such person who is provided with such knowledge transfer services will sign a confidentiality undertaking in favour of the Contractor (in such form as the Contractor shall reasonably require); and

(p) providing such other information services and assistance as may reasonably be requested by the Authority.

1.2 The Contractor shall:

(a) provide a documented plan relating to the training matters referred to in Paragraph 1.1(h) of this Appendix 1 for agreement by the Authority at the time of termination or expiry of this Contract;

(b) co-operate fully in the execution of the handover plan agreed, providing skills and expertise of a suitable standard; and

(c) fully co-operate in the execution of the Authority Data migration plan agreed pursuant to Paragraph 1.1(m) of this Appendix 1, providing skills and expertise of a reasonably acceptable standard.

1.3 To facilitate the transfer of knowledge from the Contractor to the Authority and/or its Replacement Contractor, the Contractor shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Contractor.

1.4 The information which the Contractor shall provide to the Authority and/or the Replacement Contractor pursuant to Paragraph 1.1(m) of this Appendix 1 shall include:

(a) copies of up-to-date procedures and operations manuals;

(b) product information;

(c) agreements with third party Contractors of goods and services which are to be transferred to the Authority and/or the Replacement Contractor;

(d) key support contact details for third party Contractor personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule 20;

(e) information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;

(f) details of physical and logical security processes and tools which will be available to the Authority; and

(g) any relevant interface information.

1.5 During the Termination Assistance Period the Contractor shall grant any agent or personnel (including employees, consultants and Contractors) of the Replacement Contractor and/or the Authority access, during business hours and upon reasonable prior written notice, to any Premises for the purpose of effecting a prompt knowledge transfer provided that:

(a) any such agent or personnel (including employees, consultants and Contractors) having access to any Premises pursuant to this Paragraph 1.5 shall:

(i) sign a confidentiality undertaking in favour of the Contractor (in such form as the Contractor shall reasonably require); and

(ii) during each period of access comply with the security, systems and facilities operating procedures of the Contractor relevant to such Premises and that the Authority deems reasonable; and

(b) the Authority and/or the Replacement Contractor shall pay the reasonable, proven and proper costs of the Contractor incurred in facilitating such access.

Appendix 2 – EXIT PLAN

[REDACTED Section 40 of the FOIA: Personal Information]

SCHEDULE 21 – MOBILISATION

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	20 October 2023
V3.0	8 December 2023
V4.0	13 January 2025

1 DEFINITIONS

1.1 In this Schedule 21, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Additional Requirements"	means the additional services, deliverables and/or other value-added bonuses which are not included in the Specification and which the Authority does not require to be provided as part of the delivery of the Services, but which the Contractor nonetheless commits to providing as outlined in their Tender and in the Mobilisation Plan;
"ADP Mobilisation Escalation Process"	means the process referred to in Paragraph 14.4;
"ADP Template"	means the initial template to be populated by the Contractor as set out in Appendix 4 to this Schedule 21;
"Asset List"	means the list as set out in Appendix 4 to this Schedule 21;
"Milestone[1]"	means each milestone identified and/or described in the Mobilisation Plan and as set out in Appendix 2 to this Schedule 21;
"Milestone Achievement Criteria"	means all of the tasks and criteria agreed and identified in the Mobilisation Plan as set out in Appendix 2 to this Schedule 21 which are required to be satisfied to successfully achieve a Milestone;
"Milestone Completion Date(s)"	means the dates set out in the Mobilisation Plan and Appendix 2 to this Schedule 21 as the dates for the achievement of the relevant Milestones;
"Mobilisation Deliverables"	means all deliverables agreed and identified in the Mobilisation Plan as set out in Appendix 2 to this Schedule 21 or which are otherwise required to achieve a Milestone;
"Mobilisation Meetings"	means the meetings to be held between the Contractor and the Authority during the Mobilisation Period as specified in Paragraph 10 below;

[1] **Note to Bidders**: It is envisaged that Milestones will be primarily relevant for the Preparation for Service Phase but may also be appropriate for main activities in Transition.

"**Mobilisation Period**"	means the period when the Mobilisation Plan activities are being implemented;
"**Mobilisation Phase**"	means each of Preparation for Service and Transition, together the "**Mobilisation Phases**";
"**Mobilisation Plan**"	means the initial Mobilisation Plan set out in Appendix 5 to this Schedule 21 as updated and/or revised by the Contractor from time to time in accordance with the requirements of this Schedule 21;
"**Mobilisation Progress Reports**"	means the reports to be delivered by the Contractor as specified in Paragraph 10.6 below;
"**Mobilisation Project Manager**"	means the manager appointed by the Contractor pursuant to Paragraph 13 below;
"**Outgoing Contractor**"	[REDACTED Section 43 of the FOIA: Commercial Interests]
"**Preparation for Service**"	means the period (lasting no longer than six (6) Months) from the Effective Date until no later than the Services Commencement Date, as described in Paragraph 4.1(a); and
"**Transition**"	means the period (lasting no longer than six (6) Months) from the Services Commencement Date, as described in Paragraph 4.1(b).

2 PURPOSE

2.1 The Authority wishes to ensure that the Services to be delivered by the Contractor pursuant to the Specification are mobilised in a timely manner and will be provided in full from the Services Commencement Date, in accordance with the Annual Delivery Plans ("**ADP**").

2.2 This Schedule 21 sets out various elements of mobilisation, the phases of its delivery and the terms of support (if any) offered by the Authority when accessed by the Contractor to enable effective delivery of the Services. It:

(a) outlines the process for development and implementation of the Mobilisation Plan;

(b) identifies the Milestones (and associated deliverables) in respect of the Mobilisation Period; and

(c) sets out the tests and/or criteria to be met in respect of each Milestone.

3 GENERAL

3.1 The Mobilisation Plan shall show all key activities and milestones (including all key activities, critical activities and resources) covering the Mobilisation Phases (including, without limitation, the information referred to in Paragraphs 5 and 6 below).

3.2 The Contractor shall:

(a) coordinate with the Authority, the Outgoing Contractor, and others (as appropriate) to ensure a smooth transition of services without disruption to service delivery;

(b) comply, in all material respects, with the Mobilisation Plan; and

(c) carry out its obligations during the Mobilisation Period in accordance with the Mobilisation Plan and all associated Milestones to ensure that it is able to:

(i) deliver the Services at the Services Commencement Date; and

(ii) deliver the Additional Requirements by the end of Transition.

3.3 The Authority may, at its sole option, provide reasonable assistance to the Contractor during the Mobilisation Period.

3.4 The Contractor shall capture and share logged lessons learnt during the Mobilisation Period to assist in the preparation of its Exit Plan with the Authority throughout Mobilisation Meetings.

3.5 The Mobilisation Period and associated activities will take place across all of the Premises and the Contractor shall collaborate with the Authority and other suppliers at the Premises during the Mobilisation Period to ensure that it is aware of all other activities carried out or planned at the Premises.

3.6 The Contractor acknowledges that the Services may be subject to government review at key stages and all other times. The Contractor shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose at no extra cost to the Authority.

4 MOBILISATION PHASES

4.1 The Mobilisation Plan shall incorporate all of the Milestones and Milestone Completion Dates for the following Mobilisation Phases:

(a) **Preparation for Service** (up to six (6) Months from the Effective Date): During this period, mobilisation will cover the Contractor's plans to deliver all of the activities that are essential to the successful handover and operation of the prisoner education service, including but not limited to the Contractor's delivery of all contractual requirements, the appointment of a mobilisation team and any HR, TUPE and recruitment activity to ensure that the Services will be delivered as and from the Services Commencement Date;

(b) **Transition** (up to six (6) Months from the Services Commencement Date): during this period, mobilisation will cover the activities that are required to embed the Contractor's proposals for delivering the Additional Requirements.

5 MOBILISATION MILESTONES

5.1 The Contractor shall ensure that the Mobilisation Plan includes, as a minimum, the proposed timescales for each Mobilisation Phase and, in respect of each of the Milestones, clearly outlines all the steps required to implement:

5.1.1 the Preparation for Service Milestones, including:

(a) Approved updated mobilisation plan in accordance with Paragraph 7;

(b) final Annual Delivery Plans developed and agreed by the Authority's Representative in accordance with Paragraph 14 (*Annual Delivery Plan*);

(c) completion of the Data Protection Information Assurance ("**DPIA**") document with the Authority;

(d) where applicable, recruitment, training and roll-out activities, including vetting and a recruitment and retention policy (until Services commence);

(e) a BCDR Plan and an Information security management plan (until Services commence), which includes a plan around ensuring data management, "clear desk", and staff training submitted to the Authority;

(f) completion of all TUPE activity;

(g) "go live" readiness and the Services Commencement Date;

5.1.2 the Transition Milestones including:

(a) an initial self-assessment report ("**SAR**") to meet the requirements of Paragraph 8 (*Quality Assurance and Improvement*) of Part 2 (*The Services*) of Schedule 2 (*Specification*), relevant Ofsted guidance and industry best practice;

(b) developing an initial continuous improvement plan to meet the requirements of Paragraph 9 (*Continuous Improvement*) of Part B of Schedule 12 (*Contract Management and Monitoring*);

(c) verification of assets, in accordance with Paragraph 15 (*Assets*); and

(d) completion of Transition activities.

6 REQUIREMENTS OF THE MOBILISATION PLAN

6.1 The Mobilisation Plan shall:

(a) identify all steps and criteria required to implement all activities and achieve all Milestones to enable the Services and all obligations of this Contract to be provided as from the Services Commencement Date;

(b) outline the required roles and responsibilities of the Contractor, including staffing requirements, site access and deliverables, and with proposed engagement timelines with other parties; and

(c) be produced using software accessible to the Authority.

6.2 The Mobilisation Plan shall, as a minimum, include the following proposed activities:

(a) project governance processes including a mechanism to manage and monitor progress of Preparation for Service and through to Transition as well as providing a forum to identify/manage risks during those Mobilisation Phases;

(b) arranging and attending introductory meetings with relevant members of the Authority teams for all meetings set out in Schedule 13 (*Governance*);

(c) proposed activities required to agree the handover from Mobilisation to business as usual;

(d) strategic, operational, communication and progress meetings with the Outgoing Contractor, other new contractors and the Authority during Preparation for Service and, where possible, into Transition;

(e) the required roles and responsibilities (including the Contractor's organisational structure) including staffing requirements and relationships, with consideration of the Authority's role and in accordance with Paragraph 9 (*Contractor Workforce*) of Part 2 (*The Services*) of Schedule 2 (*Specification*) and Schedule 15 (*Key Personnel*);

(f) the development of HR policies ahead of the Services Commencement Date;

(g) any activity in relation to TUPE process and recruitment;

(h) processes and activities that will be undertaken in order to have appropriate risk assessments in place, and in time for the Services Commencement Date;

(i) process for the collection and delivery of KPI and management information sign-off; in addition to the use of the Authority's ICT System;

(j) key stakeholder engagement plan including (not limited to) the Contractor's plans to engage an/or communicate with Prison Governors (or Prison Director), Heads of Education, Skills and Work (or equivalent), Heads of Reducing Reoffending (or equivalent), other education providers and any other key stakeholders as determined by the Contractor in Schedule 27 (*Contractor's Tender*);

(k) process for creation (if required) and maintenance of an equipment register; in accordance with Paragraph 2 (*Obligation During the Term to Facilitate Exit*) of Schedule 20 (*Exit Management*); the list of activities required to enable the efficient and effective transfer of learner information from exiting suppliers, including any screening and assessment information;

(l) proposals for invoicing pursuant to Clause C1.4 (*Payment and VAT*);

(m) delivery of equality and diversity statements;

(n) status for delivery of qualifications;

(o) delivery of an agreed BCDR Plan (as defined in Schedule 11 (*Business Continuity and Disaster Recovery*); and

(p) preparation, agreement and delivery of the first Annual Delivery Plan for each Prison.

7 MOBILISATION PLAN

7.1 The initial Mobilisation Plan is set out in Appendix 5 to this Schedule 21.

7.2 The Contractor shall submit an updated Mobilisation Plan to the Authority for Approval within twenty (20) Working Days of the Effective Date in accordance with the template as set out in Appendix 6, or such template as updated by the Authority from time to time.

7.3 Prior to the submission of the updated Mobilisation Plan to the Authority in accordance with Paragraph 7.2, the Authority shall have the right to:

(a) review any documentation produced by the Contractor in relation to the development of the updated Mobilisation Plan, including:

(i) details of the Contractor's intended approach to the updated Mobilisation Plan and its development;

(ii) copies of any drafts of the updated Mobilisation Plan produced by the Contractor; and

(iii) any other work in progress in relation to the Mobilisation Plan; and

(b) require the Contractor to include any reasonable changes or provisions in the updated Mobilisation Plan.

7.4 Following receipt of the updated Mobilisation Plan from the Contractor, the Authority shall aim to:

(a) notify the Contractor in writing that it approves or rejects the updated Mobilisation Plan no later than thirty (30) Working Days from the Effective Date; and

(b) if rejected provide comment on the updated Mobilisation Plan as soon as reasonably practicable.

7.5 The Authority may be entitled to reject the Mobilisation Plan for any reason, including without limitation, if:

(a) the Contractor's ability to perform its obligations under this Contract would (on the balance of probabilities) be adversely affected by the implementation of the updated Mobilisation Plan;

(b) the provision of any other services and/or custodial activities at the Premises would be adversely affected by the implementation of the updated Mobilisation Plan;

(c) the updated Mobilisation Plan would (on the balance of probabilities) adversely affect any right or obligation of the Authority under this Contract, or its ability to enforce any such right or comply with any such obligation;

(d) any aspect of the updated Mobilisation would be:

(i) inconsistent with any Law, statutory duty, legal requirements or Regulations;

(ii) inconsistent with the Specification or the Tender;

(iii) inconsistent with any other provision of this Contract;

(iv) not in accordance with Good Industry Practice; or

(v) not practicable including where any goals or activities are not Specific, Measurable, Achievable, Realistic and Time-bound.

7.6 If the Authority rejects the updated Mobilisation Plan:

(a) the Authority shall inform the Contractor in writing of its reasons for its rejection; and

(b) the Contractor shall then revise the updated Mobilisation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised updated Mobilisation Plan to the Authority for the Authority's approval within five (5) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 5.1 and 6.1 and Paragraph 7.3 – 7.5 shall apply

again to any resubmitted updated Mobilisation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

7.7 If the Authority approves the updated Mobilisation Plan, it shall replace the Mobilisation Plan from the date of the Authority's notice of approval. All versions of the Mobilisation Plan shall be clearly noted and recorded.

7.8 The Contractor acknowledges and confirms that the Authority's Approval of the updated Mobilisation Plan shall not act as an endorsement of the updated Mobilisation Plan and shall not relieve the Contractor of its responsibility for complying with the terms of the Mobilisation Plan and ensuring that the Services are provided by the Services Commencement Date and to the standards required by this Contract.

7.9 The Authority reserves the right to audit and request additional information regarding any element of any Mobilisation Plan from the Contractor at any point during the Mobilisation Period.

8 FURTHER UPDATES TO AND MAINTENANCE OF THE AGREED MOBILISATION PLAN

8.1 Following the approval of the updated Mobilisation Plan by the Authority pursuant to Paragraph 7.2:

(a) the Contractor shall submit a revised Mobilisation Plan to the Authority each time it wishes to amend or update the activities (on no more than a weekly basis, unless agreed with the Authority), deliverables or dates set out in the Mobilisation Plan or at such a frequency as requested by the Authority;

(b) any such revised Mobilisation Plan is to be submitted by the Contractor to the Authority for Approval in accordance with the procedure set out in Paragraph 5.1 and 6.1 and Paragraph 7.3 – 7.5; and

(c) the Contractor's performance against the current agreed Mobilisation Plan shall be monitored at the Mobilisation Meetings, as further described in Paragraph 10, and the Establishment Operational Performance Meeting (during Transition).

8.2 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Contractor as not requiring approval,

the Contractor shall not make any material amendments to the Mobilisation Plan, provided that:

(a) any amendments to elements of the Mobilisation Plan which are based on the contents of the initial Mobilisation Plan shall be deemed to be material amendments; and

(b) in no circumstances shall the Contractor be entitled to alter or request an alteration to any Milestone Completion Date except with the consent of the Authority.

8.3 Any proposed amendments to the current agreed Mobilisation Plan shall not come into force until they have been Approved by the Authority.

8.4 The Contractor shall maintain all Mobilisation Plans and shall make copies available to the Authority throughout the Mobilisation Period. The Authority reserves the right to audit and request additional information regarding any element of the Mobilisation Plan from the Contractor at any point during the Mobilisation Period.

9 MILESTONE ACHIEVEMENT

9.1 The Contractor shall ensure that each Milestone is achieved by the relevant Milestone Completion Date.

9.2 Once the Contractor considers it has completed a Milestone (under the Mobilisation Plan) it shall notify and submit reasonable evidence to the Authority that the Milestone is complete on or before the relevant Milestone Completion Date.

9.3 The Contractor must submit evidence of achievement of Milestones to the Authority. The Contractor should be reasonably confident that any evidence submitted with regards to Milestones will satisfy the Authority's requirements. Milestone deliverables should be subjected to the Contractor's own internal quality control measures prior to submission.

9.4 Following receipt of such notice pursuant to Paragraph 9.2, the Authority may be entitled to:

(a) carry out such inspections and/or tests; and

(b) ask for such reports, records, statements or other information,

as it may consider appropriate or necessary to be satisfied that the Milestone has been achieved.

9.5 The Authority shall review the evidence provided by the Contractor under this Paragraph 9 to determine whether or not the Milestone meets the Authority's requirements and shall notify the Contractor in writing of its approval or rejection (including reasons for rejection) of the Milestone. The Contractor shall resubmit any rejected Milestone for subsequent approval within a timeframe set by the Authority.

9.6 The approval of any Milestone shall not operate to transfer any risk that the relevant Milestone is complete or will meet and/or satisfy the Authority's requirements for that Milestone; or affect the Authority's right subsequently to reject all or any element of the deliverables in respect of any Milestone to which the approval relates.

9.7 Notwithstanding completion of a Milestone, the Contractor shall remain responsible for ensuring that the Services will be delivered in accordance with the terms of this Contract.

9.8 Any disputes between the Authority and the Contractor regarding the achievement of Milestones shall be referred to the dispute resolution procedure at Clause I1 (*Dispute Resolution*).

10 MOBILISATION MEETINGS (see Appendix 1)

10.1 In addition to the meetings specified in Schedule 13 (*Governance*), the Authority and the Contractor shall hold Mobilisation Meetings to fully review and discuss Mobilisation activities.

10.2 In preparation for the Mobilisation Meetings, the current Mobilisation Plan shall be provided by the Contractor to the Authority not less than five (5) Working Days in advance of each Mobilisation Meeting.

10.3 Such Mobilisation Meetings shall:

(a) be held when required but not more than weekly;

(b) be attended by the Mobilisation Project Manager and any other personnel reasonably specified by the Authority; and

(c) discuss and identify progress as against the Mobilisation Plan and Milestones.

10.4 The frequency of the Mobilisation Meetings may vary depending on the progress made by the Contractor during the Mobilisation Period and as against the Mobilisation Plan and Milestones.

10.5 The final Preparation for Service Mobilisation Meeting will be held no later than ten (10) Working Days prior to the Services Commencement Date and will review in full the ability of the Contractor to provide the Services and implement and perform in accordance with the terms of this Contract as at the Services Commencement Date. The Contractor will provide the Authority with such information and reports as the Authority may reasonably require in advance of such meeting.

10.6 The final Transition Mobilisation Meeting will be held no later than ten (10) Working Days prior to the expiry of Transition and will review Transiton activities. The Contractor will provide the Authority with such information and reports as the Authority may reasonably require in advance of such meeting.

11 MOBILISATION PROGRESS REPORTS

11.1 The Contractor shall submit weekly Mobilisation Progress Reports to the Authority to demonstrate progress in accordance with the Mobilisation Plan.

11.2 The Contractor shall include the following in the Mobilisation Progress Reports:

(a) the progress of and outlook for the Contractor's activities in relation to the Mobilisation Plan;

(b) key items for discussion with the Authority, including any actions or decisions required by the Authority;

(c) an assessment of overall progress against each Milestone and shown as either:

(i) red –the Milestone has not been achieved;

(ii) amber – the Milestone is in progress of achievement; or

(iii) green – the Milestone has been achieved;

(d) provide evidence to back up assessments made in Paragraph 11.2(c);

(e) other such matters as the Authority may reasonably require.

12 DELAY IN MOBILISATION

12.1 Subject to Paragraph 8.1, the Contractor shall keep the Mobilisation Plans under review in accordance with the Authority's instructions. The Authority shall have the right to require the Contractor to include any reasonable changes or provisions in each version of the Mobilisation Plan.

12.2 If the Contractor becomes aware that there is, or there is reasonably likely to be, a delay to any of the matters specified in the Mobilisation Plan, it shall:

(a) notify the Authority as soon as practically possible and no later than within two (2) Working Days from becoming aware of the delay or anticipated delay;

(b) include in its notification an explanation of the actual or anticipated impact of the delay;

(c) comply with the Authority's instructions in order to address the impact of the delay or anticipated delay; and

(d) use its best endeavours to eliminate or mitigate the consequences of any delay or anticipated delay.

12.3 Time in relation to the achievement of the Go Live Milestone shall be of the essence and failure to achieve the Go Live Milestone by the Services Commencement Date shall be a Default. In the event of any initial or further failure and/or delay to achieve the Go Live Milestone, without prejudice to its other rights and remedies, the Authority shall be entitled to recover its Losses incurred as a result of or in connection with such delay and such amount shall include without limit:

(a) the cost of providing and/or purchasing emergency education services (the Contractor acknowledges that short periods of delay can result in the Authority needing to enter arrangements for such alternative supply over periods longer than the actual delay) provided that the Authority agrees to minimise such costs as far as reasonably possible;

(b) any additional employment costs arising as a result of the delay including costs relating to any transfers under the Employment Regulations; and

(c) the administration cost of the Authority arising as a result of or in connection with the delay.

13 PERSONNEL

13.1 The Contractor shall appoint a Mobilisation Project Manager, who will be considered Key Personnel for the Mobilisation Phases, in order to manage the effective implementation of the Mobilisation Plan.

13.2 The Contractor shall confirm details (including contact details) of the Mobilisation Project Manager to the Authority within one (1) Month of the Effective Date. The Contractor shall not remove or replace such Mobilisation Project Manager without the prior written consent of the Authority, not to be unreasonably withheld.

13.3 The Contractor shall consult with the Authority and appoint key personnel to be employed throughout the Mobilisation Period.

13.4 The Contractor shall not remove such personnel from employment (except in circumstances of gross miscondct) without the prior written consent of the Authority, not to be unreasonably withheld. The Contractor shall provide the Authority with (i) job descriptions setting out roles and responsibilities; (ii) CV's; (iii) standard of qualifications; (iv) specialist experience; and (v) personal attributes, of key personnel.

13.5 The Contractor shall agree and establish mobilisation teams with the Outgoing Contractor.

13.6 The Contractor shall provide the Authority with an organisational chart for the personnel referred to in this Paragraph 13.

14 INITIAL ANNUAL DELIVERY PLANS

14.1 The Authority provided an example (for bid purposes only) of an annual delivery plan for each Lot and estimated learner delivery hours with a mix of subject categories to enable the Contractor to submit a Financial Response Template.

14.2 The Contractor and the Authority acknowledge and agree that for the first Contract Year, details in respect of the Services to be delivered in each Prison will need to be discussed and agreed and this shall be documented in an initial Annual Delivery Plan for each Prison which shall be developed and agreed in accordance with this Schedule 21 (with all subsequent Contract Year Annual Delivery Plans to be

developed in accordance with Schedule 12 (*Contract Management and Monitoring*)).

14.3 Timescales for Initial Annual Delivery Plans

(a) During Mobilisation, the following steps shall be implemented in sequence to finalise the Annual Delivery Plan for each Prison:

(i) The Authority shall provide the learner needs analysis for each Prison to the Annual Delivery Plan Planning Board within one (1) Month of the Effective Date.

(ii) The Contractor shall prepare an initial draft of the Initial Annual Delivery Plan for each Prison which will be discussed at the Annual Delivery Plan Planning Board by no later than 30 June2025.The Contractor and the Governor shall agree the volumes of Learner Delivery Hours for each Prison and the Contractor shall provide an updated budget template to the Authority by no later than 31 July 2025.

(iii) The Contractor and the Authority's Representative shall agree the final Initial Annual Delivery Plan for each Prison by no later than 30 September 2025 to enable the payment mechanism to commence on 1 October 2025. Once agreed, the Initial final Annual Delivery Plan for each Prison shall be approved at the Annual Delivery Plan Planning Board. If the final Initial Annual Delivery Plan for any Prison has not been agreed by no later than 31 July 2025, it shall be referred to the ADP Mobilisation Escalation Process.

(iv) The Authority shall seek budgetary approval for each Annual Delivery Plan once it has been agreed by the Annual Delivery Plan Planning Board. If an Annual Delivery Plan does not receive budgetary approval, it shall be referred to the ADP Mobilisation Escalation Process.

(b) The Annual Delivery Plan should be completed using the template in Appendix 4 (*Initial ADP Template*). The ADP Template may be amended by the Authority from time to time as notified to the Contractor.

14.4 ADP MOBILISATION ESCALATION PROCESS

14.5 Without prejudice to the Dispute Resolution Procedure, where the Parties are unable to agree a final version of an Annual Delivery Plan and associated Annual Delivery Budget by no later than 31 July 2025, the Contractor shall produce a short business case setting out:

(a) the service line(s) and applicable points in dispute (service, course, hours, number of learners etc.);

(b) the reason(s) for dispute;

(c) detail of the discussion / negotiation that occurred during the relevant Annual Delivery Plan Planning Board;

(d) detail of any alternative service line(s) within the appropriate service line category, for the proposals discussed during the Annual Delivery Plan Planning Board, including outcomes; and

(e) an alternative service line(s) within the appropriate service line category.

14.6 The business case shall be submitted by the Contractor to the Authority within five (5) Working Days following completion of the Annual Delivery Plan Planning Board on or around no later than 31 July 2025.

14.7 Following receipt of a business case, the Authority's Representative may request contribution from any participant of the Annual Delivery Plan Planning Board and any other relevant stakeholders such as the Authority's Finance, Commercial & Contract Management Directorate to ensure that the Authority is fully informed to consider the case. Within five (5) Working Days of receipt of the business case the Authority representative(s) shall, acting reasonably, either approve or reject the business case and provide comments to the Contractor where it is rejected.

14.8 The Contractor shall incorporate such comments into a revised Annual Delivery Plan and shall resubmit it with a revised budget template to the Authority within five (5) Working Days. The Parties shall use reasonable endeavours to agree the contents of the revised Annual Delivery Plan. If the Parties are still unable to agree, the matter will be referred to the Escalation Board (as more particularly described in Schedule 13 (*Governance*)).

14.9 If the Parties are unable to agree the contents of the business case and revised Annual Delivery Plan then such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

15 ASSETS

Where, at Services Commencement Date, there are any single large value items exceeding £1,000 (one thousand pounds) respectively in value from the Asset Lists provided by the Authority in the Appendix 3 (*Asset Lists for Verification*) (bar any inventory or consumables) that are not inherited by the Contractor or are inherited but are faulty beyond economic repair when inherited, and the Authority determines that these are critical to the delivery of the Services, and non-inheritance or the relevant fault is not due to a fault of the Contractor, the Authority will either provide, or reimburse the Contractor the reasonable vouched cost of providing, these assets. The Contractor must identify these and notify the Authority of these, with supporting evidence, within twenty (20) Working Days of the Services Commencement Date, for the Authority to consider any request in relation to replacement of, or reimbursement for, assets.

Contract for the Provision of Prisoner Education Services (Core Education)

Appendix 1 – MOBILISATION MEETING DETAILS

Authority Members	[REDACTED Section 40 of the FOIA: Personal Information] Other members of the Authority as required
Contractor Members	[REDACTED Section 40 of the FOIA: Personal Information] Other members of the Contractor team as required
Contractor Reporting Requirements	See requirements as per Paragraph 10 Distribution: [REDACTED Section 40 of the FOIA: Personal Information] and any other attendees as appropriate. Issued five (5) Working Days before meeting. And any other reports as required.
Start Date	Effective Date
Frequency	See Paragraph 10
Location	To be determined

Appendix 2 – MILESTONES

No	Milestone	Milestone Detail	Mobilisation Deliverables	Milestone Achievement Criteria	Milestone Dates
1	Mobilisation Plan	Approved updated mobilisation plan in accordance with Paragraph 7.			
2	Annual Delivery Plans	Final Annual Delivery Plans developed and agreed by the Authority's Representative in accordance with Paragraph 14 (*Annual Delivery Plan*).			
3	Recruitment and Training	Where applicable, recruitment, training and roll-out activities, including vetting and a recruitment and retention policy (until Services commence).			
	DPIA	completion of the DPIA document with the Authority.			
4	Critical Delivery Plan	a BCDR Plan and an Information security management plan (until Services commence), which includes a plan around ensuring data management, "clear			

No	Milestone	Milestone Detail	Mobilisation Deliverables	Milestone Achievement Criteria	Milestone Dates
		desk", and staff training submitted to the Authority.			
5	TUPE	completion of all TUPE activity.			
6	Go Live	"go live" readiness on the Services Commencement Date.			
7	SAR	an initial self-assessment report ("**SAR**") to meet the requirements of Paragraph 8 (*Quality Assurance and Improvement*) of Part 2 (*The Services*) of Schedule 2 (*Specification*), relevant Ofsted guidance and industry best practice.			
8	Continuous improvement	develop an initial continuous improvement plan to meet the requirements of Paragraph 9 (*Continuous Improvement*) of the Schedule 12 (*Contract Management and Monitoring*).			

No	Milestone	Milestone Detail	Mobilisation Deliverables	Milestone Achievement Criteria	Milestone Dates
9	Asset verification	verification of assets, in accordance with Paragraph 15 (*Equipment*).			
10	Transition	completion of Transition activities.			

Appendix 3 – ASSET LISTS FOR VERIFICATION

APPENDIX 4– INITIAL ADP TEMPLATE

REDACTED Section 43 of the FOIA: Commercial Interests]

Appendix 5 – Initial Mobilisation Plan[2]

REDACTED Section 43 of the FOIA: Commercial Interests

[2] **Note to Bidders:** It is intended that the Mobilisation Plan will be inserted from the Contractor's Tender.

Appendix 6 - Mobilisation Plan Template

REDACTED Section 43 of the FOIA: Commercial Interests

SCHEDULE 22 – REPORTING REQUIREMENTS

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	20 October 2023
V3.0	8 December 2023
V4.0	13 January 2025
V5.0	18 June 2025

1. DEFINITIONS

In this Schedule 22, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"**Management Information**"	means the management information set out in Table 1 and delivered in accordance with Paragraph 5 to this Schedule 22;
"**Onerous Contract**"	means a contract in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, as defined under International Accounting Standard 37;
"**Onerous Contract Report**"	means a report provided by the Contractor pursuant to Paragraph 3 of Part A to this Schedule 22;
"**Report(s)**"	means the reports identified in this Schedule 22;
"**Table 1**"	means the table as set out below Paragraph 5 of this Schedule 22;
"**Transparency PPN**"	has the meaning given to it in Paragraph 3.1 of this Schedule 22; and
"**Transparency Reports**"	has the meaning given to it in Paragraph 4.9 of this Schedule 22.

2. INTRODUCTION

2.1 The Contractor shall provide periodic, ad hoc and other Reports in respect of this Contract, the Services and the Specification in accordance with this Contract including Paragraph 4 and Appendix 1 to this Schedule 22.

2.2 The Contractor shall provide the Management Information in respect of this Contract, the Services and the Specification in accordance with this Contract including Paragraph 5 and Table 1 of this Schedule 22.

2.3 The audit rights under this Contract are detailed in Clause F4 (*Audit*) and Paragraph 6 of this Schedule 22.

3. TRANSPARENCY PRINCIPLES AND FINANCIAL TRANSPARENCY OBJECTIVES

3.1 The Contractor recognises that the Authority is subject to the PPN on Transparency Principles now updated by Cabinet Office to the Transparency of Suppliers and Government to the Public published (2023-03-27 Transparency Principles - final (publishing.service.gov.uk) (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) (the "**Transparency PPN**"). The Contractor shall comply with the provisions of this Schedule 22 in order to assist the Authority with its compliance with its obligations under the Transparency PPN.

3.2 The Contractor acknowledges that the provisions of this Schedule 22 are designed (inter alia) to facilitate, and the Contractor shall co-operate with the Authority in order to achieve, the following objectives:

3.2.1 Understanding the Charges

(a) for the Authority to understand any payment sought from it by the Contractor including an analysis of the costs, overhead recoveries (where relevant), time spent by Staff in providing the Services and the Contractor profit margin;

(b) for both Parties to be able to understand the financial model and cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;

(c) to facilitate calculation of Annual Delivery Budgets;

3.2.2 Agreeing the Impact of Change

(a) for both Parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Charges;

(b) for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

3.2.3 Continuous Improvement

(a) for the Parties to challenge each other with ideas for efficiency and improvements; and

(b) to enable the Authority to demonstrate that it is achieving value for money for the tax payer relative to current market prices,

(together the "**Financial Transparency Objectives**").

4. REPORTS

4.1 Appendix 1 to this Schedule 22:

(a) sets out a list of those Reports which the Contractor is required to submit to the Authority under this Contract which have been identified at the Effective Date;

(b) provides a high-level summary of the content of the Report;

(c) indicates the format required for the Report (and if it is to be provided by the Authority);

(d) describes the frequency at which the Contractor must submit Reports; and

(e) refers to the relevant Schedules where the details of the relevant Reports are set out.

4.2 The Contractor shall as soon as reasonably practicable and in any event, within three (3) Months of the Effective Date, unless otherwise agreed in writing by the Authority or such earlier timescale as set out elsewhere in this Contract, submit to the Authority for Approval (such Approval shall not be withheld or delayed) draft Reports in accordance with Appendix 1 to this Schedule 22.

4.3 If the Authority rejects any draft Report submitted by the Contractor, the Contractor shall submit a revised version of the relevant Report for further Approval within five (5) Working Days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the Report provided by the Authority. If the Parties fail to agree on a draft Report the Authority shall determine what should be included.

4.4 The Contractor shall provide accurate and up-to-date versions of each Report to the Authority at the frequency referred to in Appendix 1 to this Schedule 22.

4.5 Any disagreement in connection with Reports, other than under Paragraph 4.3 above in relation to the contents of a Report, shall be referred to the Dispute Resolution Procedure.

4.6 The requirements for Reports are in addition to any other reporting requirements in this Contract.

4.7 The Authority may amend the Reports' format from time to time and notify the Contractor of such a change.

4.8 OTHER REPORTS

4.8.1 The Authority may require additional reporting requirements as notified to the Contractor at any time including any or all of the following Reports:

(a) delay reports;

(b) reports which the Contractor is required to supply as part of the Management Information;

(c) annual reports on the insurances included in Schedule 18 (*Insurances*);

(d) security reports; and

(e) Force Majeure Event reports.

4.9 TRANSPARENCY REPORTS

When requested by the Authority, the Contractor shall provide any reports that will assist with the Authority's obligations under the Transparency PPN including Appendix 2 (*Supply Chain Transparency Information Template*) ("**Transparency Reports**").

4.10 ONEROUS CONTRACTS

4.10.1 If the Contractor publicly designates this Contract as an Onerous Contract (including where the Contractor has identified the Contract as such in any published accounts or public reports and announcements), the Contractor shall promptly notify the Authority of the designation and shall prepare and deliver to the Authority within the timescales agreed by the Parties (and in any event, no later than two (2) Months following the publication of the designation) a draft Onerous Contract Report which includes the following:

(a) an initial root cause analysis of the issues and circumstances which may have contributed to this Contract being designated as an Onerous Contract;

(b) an initial risk analysis and impact assessment on the provision of the Services as a result of the Contractor's designation of this Contract as an Onerous Contract;

(c) the measures which the Contractor intends to put in place to minimise and mitigate any adverse impact on the provision on the Services;

(d) details of any other options which could be put in place to remove the designation of this Contract as an Onerous Contract and/or which could

minimise and mitigate any adverse impact on the provision of the Services.

4.10.2 Following receipt of the Onerous Contract Report, the Authority shall review and comment on the report as soon as reasonably practicable and the Parties shall cooperate in good faith to agree the final form of the report, which shall be submitted to the Escalation Board, such final form report to be agreed no later than one (1) Month following the Authority's receipt of the draft Onerous Contract Report.

4.10.3 The Escalation Board shall meet within fourteen (14) Working Days of the final Onerous Contract Report being agreed by the Parties to discuss the contents of the report and the Parties shall procure the attendance at the meeting of any key participants where reasonably required (including: the Cabinet Office Markets and Supplier's Team where the Contractor is a Strategic Supplier; representatives from any Key Sub-Contractors; and the project's senior responsible officers (or equivalent) for each Party).

4.10.4 The Contractor acknowledges and agrees that the Onerous Contract Report is submitted to the Authority and Escalation Board on an information only basis and the Authority and Escalation Board's receipt of and comments in relation to the Onerous Contract Report shall not be deemed to be an acceptance or rejection of the Onerous Contract Report nor shall it relieve the Contractor of any liability under this Contract. Any Changes to be agreed by the Parties pursuant to the report shall be subject to the Change Control Procedure.

5. MANAGEMENT INFORMATION

5.1 INTRODUCTION

5.1.1 The Contractor shall maintain a record of all data required for the Authority to monitor the following Management Information.

5.1.2 The Contractor shall provide the Management Information including the data for each Prison to the Authority according to the reporting requirements and frequency in Table 1 below, or more often as requested by the Authority from time to time.

TABLE 1: MANAGEMENT INFORMATION

Management Information	Reporting requirements	Frequency
Number of Higher Education enrolments, broken down by subject according to the categories in Schedule 3 (*Charges*)	The Contractor should provide a report, in a format accessible to and agreed by both Parties	Monthly
Number of prisoners attending planned library sessions	The Contractor should record this on the Authority's ICT System	Monthly
Number of prisoners who complete a loan of a library resource, broken down by resource type in the following categories: - Non Fiction Book - Fiction Book - Prison Policy - Legal Resource - Internet Print Out	The Contractor should record this on the Authority's Library Management System (or provide a report, in a format accessible to and agreed by both Parties, where this is not possible)	Monthly
Number of enrichment activities delivered	The Contractor should provide a report, in a format accessible to and agreed by both Parties	Monthly
Number of Contractor staff, and for each member of Contractor staff: 1. Job title 2. Salary 3. Highest qualification in teaching (for teaching staff) 4. Highest qualification in subject being taught (for teaching staff) 5. Length of service 6. Years of relevant experience in the industry 7. Continuing Professional Development record: number of hours of accredited CPD undertaken, broken down by type, and number of hours of unaccredited CPD	The Contractor should provide a workforce report, in a format accessible to and agreed by both Parties	Annual

undertaken, broken down by type		
Number of applicants per job advert (when recruitment has taken place)	The Contractor should provide a workforce report, in a format accessible to and agreed by both Parties	Annual

6. AUDIT RIGHTS

6.1 The Authority, acting by itself or through its audit agents, shall have the right during the Term and for a period of eighteen (18) Months thereafter, to assess compliance by the Contractor and/or its Key Sub-Contractors of the Contractor's obligations under this Contract, including for the following purposes:

(a) to verify the integrity and content of any financial report;

(b) to verify the accuracy of the Charges and any other amounts payable by the Authority under this Contract (and proposed or actual variations to such Charges and payments);

(c) to verify the costs (including the amounts paid to all Sub-Contractors and any third party suppliers);

(d) to verify the Open Book Data;

(e) to verify the Contractor's and each Key Sub-Contractor's compliance with this Contract and applicable Law;

(f) to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Contractor of the purpose or objective of its investigations;

(g) to identify or investigate any circumstances which may impact upon the financial stability of the Contractor, the Guarantor and/or any Key Sub-Contractors or their ability to perform the Services;

(h) to obtain such information as is necessary 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 Auditor General;

(i) to review any books of account and the internal contract management accounts kept by the Contractor in connection with this Contract;

(j) to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;

(k) to enable the National Audit Office to carry out an 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;

(l) to verify the accuracy and completeness of any Management Information delivered or required by this Contract;

(m) to review any performance monitoring reports and/or other records relating to the Contractor's performance of the Services and to verify that these reflect the Contractor's own internal reports and records;

(n) to inspect the IT environment (or any part of it) and the wider service delivery environment (or any part of it);

(o) to review the accuracy and completeness of the Registers;

(p) to review any records created during the design and development of the Contractor System and pre-operational environment;

(q) to review the Contractor's quality management systems (including all relevant quality plans and any quality manuals and procedures);

(r) to review the Contractor's compliance with the Standards;

(s) to inspect the Assets, including the Authority's IPRs, equipment and facilities, for the purposes of ensuring that the Assets are secure and that any register of assets is up to date; and/or

(t) to review the integrity, confidentiality and security of the Authority Data.

6.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Contractor has not complied with its obligations under this Contract, the Authority may not conduct an audit of the Contractor or of the same Key Sub-Contractor more than twice in any Contract Year.

6.3 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Contractor and/or any of the Key Sub-Contractors for the purposes of and pursuant to applicable Law.

6.4 CONDUCT OF AUDITS

6.4.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Contractor that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

6.4.2 Subject to the Authority's obligations of confidentiality, the Contractor shall on demand provide the Authority and the audit agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-Contractors) in relation to each audit, including:

(a) all information requested by the Authority within the permitted scope of the audit;

(b) reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

(c) access to the Contractor System; and

(d) access to Staff.

6.4.3 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services against the applicable Key Performance Indicators at a level of detail sufficient to verify compliance with the Key Performance Indicators.

6.4.4 The Authority shall endeavour to (but is not obliged to) provide at least fifteen (15) Working Days' notice of its intention to conduct an audit.

6.4.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 6.4, unless the audit identifies a material Default by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

6.5 USE OF THE CONTRACTOR'S INTERNAL AUDIT TEAM

6.5.1 As an alternative to the Authority's right pursuant to Paragraph 6.1 to exercise an audit either itself or through its audit agents, the Authority may require in writing that an audit is undertaken by the Contractor's own internal audit function for any of the purposes set out in Paragraph 6.1.

6.5.2 Following the receipt of a request from the Authority under Paragraph 6.5.1 above, the Contractor shall procure that the relevant audit is undertaken as soon as reasonably practicable and that the Authority has unfettered access to:

(a) the resultant audit reports; and

(b) all relevant members of the Contractor's internal audit team for the purpose of understanding such audit reports.

6.6 RESPONSE TO AUDITS

If an audit undertaken pursuant to Paragraphs 6.1 or 6.5 identifies that:

(a) the Contractor has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Contractor to correct such Default as soon as reasonably practicable;

(b) there is an error in a financial report, the Contractor shall promptly rectify the error;

(c) the Authority has overpaid any Charges, the Contractor shall pay to the Authority:

(i) the amount overpaid;

(ii) interest on the amount overpaid at the applicable rate under the *Late Payment of Commercial Debts (Interest) Act 1998*, accruing on a daily basis from the date of overpayment by the Authority up to the date of repayment by the Contractor; and

(iii) the reasonable costs incurred by the Authority in undertaking the audit,

the Authority may exercise its right to deduct such amount from the Charges if it prefers; and

(d) the Authority has underpaid any Charges, the Contractor shall not be entitled to increase the Charges paid or payable by the Authority.

6.7 AUTHORITY'S RIGHT TO CONDUCT CONTRACTUAL ASSURANCE ACTIVITY

6.7.1 Nothing in this Clause 6 shall prevent or restrict the rights of the Authority to conduct any contractual assurance activity that the Authority are permitted to undertake pursuant to this Contract.

Appendix 1- REPORTS[1]

TITLE	CONTENT	FORMAT	FREQUENCY	SCHEDULE(S)
Screening and Assessment Data	The Contractor must record and provide assessment, enrolment, and progression data on request from the Authority, aligning to regular reporting practices and information sharing agreements.	[To be agreed between the Parties]	Ad-hoc	2
Workforce Development Strategy	Sets out a programme of staff training and CPD. This must align with curriculum planning and reflect the Authority Principles and Expectations. The CPD strategy should be updated and shared with the Authority quarterly with a written explanation provided for changes.	[To be agreed between the Parties]	Quarterly	2
Sustainability Plan	To include the key sustainability impacts identified and the improvements planned or delivered. Also to include the risks to the Services of climate change, including mitigation, adaptation and continuity plans employed by the Contractor in response to those risks.	The Authority will provide a template for the document to be completed by the Contractor.	Annually on the anniversary of the Effective Date	8

[1] **Note to Bidders**: This list may be updated before signature to reflect any other reports detailed elsewhere in the Contract or proposed as part of the Contractor's solution.

TITLE	CONTENT	FORMAT	FREQUENCY	SCHEDULE(S)
Carbon Reduction Plan	Confirming commitment to achieve Net Zero by 2050.	The Authority will provide a template for the document to be completed by the Contractor.	Annually on the anniversary of the Effective Date	8
Annual Slavery and Trafficking Report	Setting out the steps taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business.	[To be agreed between the Parties]	Annually	9
The Data Protection Roadmap	Detailed plans to comply with obligations under Schedule 10 (*Data Processing*) and its obligations under Data Protection Legislation.	[To be agreed between the Parties]	Ad-hoc	10
Business Continuity and Disaster Recovery (BCDR) Plan	Details the processes and arrangements that the Contractor shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services (including where caused by an Insolvency Event of the Contractor, Guarantor and/or any Sub-Contractor); and the recovery of the Services in the event of a disaster.	[To be agreed between the Parties]	Ad-hoc	11

TITLE	CONTENT	FORMAT	FREQUENCY	SCHEDULE(S)
Review Report	The Contractor shall review and update the BCDR Plan (and the risk analysis on which it is based) as a minimum once every six (6) Months. The review should assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan. The Review Report should set out findings, changes and proposed amendments.	[To be agreed between the Parties]	Minimum once every six (6) Months	11
BCDR Test Plan Report	The Contractor shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out: the outcome of the test, any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test and the Contractor's proposals for remedying any such failures.	[To be agreed between the Parties]	No less than once a year	11
Provider Performance Report	A report setting out the Contractor's actual performance against the Contract, including identification of any performance that does not	The Authority will provide a template for the document	Monthly	12

TITLE	CONTENT	FORMAT	FREQUENCY	SCHEDULE(S)
	meet expectations and actions being taken to resolve.	to be completed by the Contractor.		
Annual Delivery Plan (ADP)	Details of the education services and courses to be provided and delivered in each prison and an annual delivery budget.	The Authority will provide a template for the document to be completed by the Contractor.	Annually	12
Improvement Plan	Within twenty (20) Working Days of the date of issue of an Improvement Notice the Contractor shall deliver to the Authority an Improvement Plan that provides an explanation of the reduced performance and actions to remedy the reduction.	The Contractor shall prepare the Improvement Plan in line with the requirements set out in Paragraph 9 of Schedule 12 (*Contract Management and Monitoring*).	Ad hoc	12
Rectification Plan	Set out the Contractor's proposals for carrying out the actions necessary to ensure that the issues identified in the Outstanding Issues Notice are rectified and do not re-occur and a	[To be agreed between the Parties]	Ad hoc	12

TITLE	CONTENT	FORMAT	FREQUENCY	SCHEDULE(S)
	programme for undertaking such actions and the date by which they will be completed.			
Joint Collaboration Plan	A set of actions to address areas of priority for improvement and innovation that are identified, prepared and agreed by the Provider Level Collaboration Forum.	[To be agreed between the Parties]	At least annually	12 24
Operational Performance Report	A report setting out the Contractor's actual performance against performance measures in a given Month.	The Authority will provide a template for the document to be completed by the Contractor.	Monthly	13
Exit Plan	Will set out the Contractor's proposed methodology for achieving an orderly transition of the relevant Services from the Contractor to the Authority and/or its Replacement Contractor on the partial termination, expiry or termination of this Contract (to include handover plan and migration plan).	[To be agreed between the Parties]	Annually Quarterly during the final year of the Contract	20

TITLE	CONTENT	FORMAT	FREQUENCY	SCHEDULE(S)
Mobilisation Plan	all key activities and milestones (including all key activities, critical activities and resources) covering the Mobilisation Phases.	The Authority will provide a template for the document to be completed by the Contractor.	One-off	21
Prisoner Attendance Data	Report all attendance data, including reasons for non-attendance, for every session and learner on Authority systems on a daily basis. Full analysis by class, subject, prison and Lot to be provided in monthly and quarterly reports, and as otherwise reasonably requested.	The Authority will provide a template for the document to be completed by the Contractor.	Daily Monthly Quarterly	22
Workforce report	Details of the Contractor's staffing model, including their staffing contingency plan in a given year.	[To be agreed between parties]	Annually	22

Appendix 2- SUPPLY CHAIN TRANSPARENCY INFORMATION TEMPLATE

	Financial Year 20[]			
	Under this Contract		Contractor as a whole	
	£	%	£	%
Estimated total contract revenue (£) to be received in this Financial Year	£[ ]	100%	£[ ]	100%
Total value of sub-contracted revenues (£) in this Financial Year	£[ ]	[ ]	£[ ]	[ ]
Total value of sub-contracted revenues to SMEs (£) in this Financial Year	£[ ]	[ ]	£[ ]	[ ]
Total value of sub-contracted revenues to VCSEs (£) in this Financial Year	£[ ]	[ ]	£[ ]	[ ]

SCHEDULE 23 – ACCESSED CONTRACTS

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025

1 DEFINITIONS

1.1. In this Schedule 23, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Accessed Contracts"	has the meaning given to it in Paragraph 2.4(c) of this Schedule 23;
"Common Awarding Organisations"	has the meaning given to it in Paragraph 3.1 of this Schedule 23;
"Common Awarding Organisation Contracts"	has the meaning given to it in Paragraph 3.1 of this Schedule 23;
Common Awarding Organisation Contract Subject Areas"	has the meaning given to it in Paragraph 3.2 of this Schedule 23;
"Government Contracts"	has the meaning given to it in Paragraph 2.1 of this Schedule 23.

2 ACCESSED CONTRACTS

2.1 The Contractor acknowledges that the Authority and/or any person on their behalf may from time to time notify the Contractor of contracts which may assist the Contractor in its supply of the Services ("**Government Contracts**") which are available (or cease to be available) to the Authority, which the Authority can (or can no longer) grant access to the Contractor and which may assist the Contractor in its supply of the Services.

2.2 The Contractor shall, subject to agreement between the Parties (such agreement not to be unreasonably withheld or delayed) use all Government Contracts which are notified as available to it in connection with the supply of the Services in accordance with Paragraph 2.4. If the Contractor considers that it can obtain terms which are more preferential (from the perspective of the Authority) than a particular Government Contract, then it shall notify the Authority but this shall (unless otherwise agreed in writing by the Authority) be without prejudice to its obligation to use the Government Contract in connection with the provision of the Services.

2.3 The Contractor shall ensure that all benefits (for example, including, but not limited to, volume rebates and enhanced discounts) gained through

or in connection with use of the Government Contracts and/or other contracts or arrangements as referred to in Paragraph 2.2 above shall be passed on for the benefit of the Authority.

2.4 Where the Contractor is required to use a Government Contract the Contractor shall:

(a) act in accordance with such procedures, rules and guidance as the Authority, the Authority and/or any person on their behalf may from time to time notify the Contractor;

(b) with the prior written agreement of the Authority, directly award a contract to a supplier under the Government Contract or run a further competition to obtain the most economically advantageous offer; and

(c) manage all Government Contracts it enters into pursuant to Paragraph (b) above ("**Accessed Contract**") as agent on behalf of the Authority, and the Contractor's obligations and responsibilities in this regard shall be to:

(i) not terminate or otherwise amend the terms of the Accessed Contract or enter into any new or replacement agreements in addition to or in substitution for the Accessed Contract without obtaining the prior written consent of the Authority;

(ii) advise the Authority of the steps to be taken to avoid or mitigate any event which may adversely affect the performance of Accessed Contracts and where required by the Authority the Contractor shall take such steps;

(d) provide to the Authority such other information as the Authority may from time to time reasonably require in relation to the performance by the Parties pursuant to an Accessed Contract; and

(e) notify the Authority of any changes to the prices charged under the Accessed Contract. For the avoidance of doubt, the Contractor shall not be entitled to negotiate or accept any changes to the price without obtaining the Authority's prior written consent.

2.5 In addition, at all times in carrying out its obligations and responsibilities under this Schedule 23 the Contractor shall:

(a) comply with all Laws, rules and guidance that apply to the Authority including, without limitation, the UK Government's public procurement policy and rules;

(b) act towards the Authority dutifully and in good faith, not allow its interests to conflict with the duties that it owes to the Authority under this Contract and generally to carry out its agency in the way which it thinks best to promote the interests of the Authority;

(c) except as authorised by the Authority, not act in a way which will incur any liabilities on behalf of the Authority, nor pledge the credit of the Authority;

(d) comply with all reasonable and lawful instructions from the Authority from time to time concerning its duties under the Accessed Contracts;

(e) describe itself in all dealings with suppliers under Government Contracts and on all correspondence, marketing and advertising material as the agent of the Authority;

(f) use all reasonable endeavours to ensure that each supplier under an Accessed Contract performs its relevant obligations in accordance with each Accessed Contract; and

(g) discharge the obligations of the Authority under each Accessed Contract (including, where required by the Authority, making payments thereunder) as though it were the Authority and in accordance with the terms of each such Accessed Contract.

2.6 The Parties acknowledge that the Government Contracts or Accessed Contracts may through the effluxion of time expire or may terminate during the Term. Prior to any Government Contract or Accessed Contract expiring or otherwise terminating where the Contractor receives notice of such termination, it shall immediately notify the Authority of the same.

2.7 Any amendments which may be required to Schedule 3 (*Charges*) or other change to the Contract that may be necessitated pursuant to the operation of this Schedule 23 shall be dealt with through the Change Control Procedure.

2.8 Throughout and after the Term, the Contractor shall indemnify the Authority and keep the Authority indemnified against all losses, claims,

damages, costs and expenses (including reasonable legal fees) incurred by the Authority arising from the Contractor's breach of any Government Contract or Accessed Contract and from the acts or omissions of the Contractor which may put the Authority or another person in breach of any Government Contract.

2.9 For the avoidance of doubt, the Contractor shall not be entitled to use any Government Contract or Accessed Contract for its own benefit or for any purpose other than as set out in this Schedule 23.

2.10 If the Contractor breaches any of the provisions of this Schedule 23, the Authority shall deem this a Default under this Contract. The Authority shall be entitled to terminate this Contract, in accordance with Clause H3 (*Default*), of the Contract.

3 SERVICES CONTRACT(S) IN RELATION TO THE PROVISION OF EDUCATION QUALIFICATIONS

3.1 Prior to the Services Commencement Date the Authority will execute services contract(s) (pertaining to provision of education qualifications to education providers, existing education providers and/or His Majesty's Prison and Probation Service ("**Common Awarding Organisation Contracts**"), which includes any replacement contract(s) from time to time notified to the Contractor), whereby it will grant certain common Awarding Organisations ("**Common Awarding Organisations**") which includes any successor organisations from time to time notified to the Contractor) an exclusive right to supply their respective qualifications to the Contractor providing Services under the Contract.

3.2 Prior to the Services Commencement Date, the Authority will notify the Contractor of the relevant payment terms of the Common Awarding Organisation Contracts corresponding to the Services provided under the Contract, including payment rebates to which the Authority is entitled. The Authority will notify the Contractor from time to time of any updated circumstances relevant to this Paragraph 3 (for example where new Common Awarding Organisation Contracts are entered into or where changes to the payment provisions of any Common Awarding Organisation Contracts are made or where relevant rebate thresholds are triggered).

3.3 The Contractor must purchase qualifications from the Common Awarding Organisation(s) notified to it by the Authority from time to time in respect of courses undertaken for the following Common Awarding Organisation Contract Subject Areas (hereinafter defined), to be delivered as part of the Services:

(a) English;

(b) Mathematics;

(c) Hospitality and Catering;

(d) Textiles; and

(e) Engineering,

together, the "**Common Awarding Organisation Contract Subject Areas**".

3.4 Qualifications in respect of each of the Common Awarding Organisation Contract Subject Areas must be purchased at the fixed price rates as agreed between the Authority and the relevant Common Awarding Organisations and notified to the Contractor from time to time under Paragraph 3.2.

3.5 The Contractor agrees that:

(a) It has no discretion in delivering the Services under the Contract to purchase qualifications from awarding organisations other than those named in the Common Awarding Organisation Contracts for the Common Awarding Organisation Contract Subject Areas; and

(b) If, in relation to Common Awarding Organisation Contract Subject Areas, the Contractor has agreed or at any time agrees price rates with Common Awarding Organisations which result in a net cost lower than under the Common Awarding Organisation Contract(s) (when taking into account the rebates provided to the Authority), the Contractor will promptly disclose those preferential arrangements to the Authority and will promptly provide the Authority with the higher of:

(i) the difference between the rebate the Authority is entitled to receive under the Common Awarding Organisation Contract, and the rebate to the Authority which would have applied had the Contractor used the Common Awarding Organisation Contracts prices; and

(ii) 75% of the discount against list price arising by use of the Contractor's preferential arrangements,

by way of provision of credit note(s) or, in the alternative at the Authority's option, by payment in cash.

3.6 The Authority has the right to notify the Contractor of alternative contracts and/or arrangements from time to time in connection with the Common Awarding Organisation Contract Subject Areas, either via a successor contract arrangement or via the Department for Education's "qualification routes" (when implemented). Where relevant the Authority will issue a Change Request Form under the Change Control Procedure.

3.7 The Contractor acknowledges and agrees that it will contract independently with the Common Awarding Organisations named in the relevant Common Awarding Organisation Contracts to purchase the relevant qualifications. For the avoidance of doubt the Authority will not be party to nor have any liability under or in connection with these contracts.

SCHEDULE 24 – COLLABORATION

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025
V4.0	19 May 2025

1 DEFINITIONS

1.1 In this Schedule 24, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Accession Letter"	has the meaning given to it in the Collaboration Agreement;
"Authority Digital"	means the directorate within MoJ responsible for delivery of the Authority's ICT System;
"CIAG Provider"	means any supplier of services for Careers, Information, Advice and Guidance ("**CIAG**");
"Collaboration Agreement"	means the collaboration agreement between the Contractor, Core Education Contractors and the Authority signed on or around the Effective Date and any further Core Education Contractor who accedes pursuant to Clause 5 (*Accession Arrangements*) of the Collaboration Agreement by entering into an Accession Letter, the agreed form of said Collaboration Agreement being appended to this Schedule 24;
"Collaboration Behaviours"	means the behaviours set out in Paragraph 5 of this Schedule 24;
"Collaboration Delivery Partners"	means the Local Parties, Regional Parties and National Parties (the Contractor is included/not included as the context may require);
"Collaboration Sponsor"	means a person appointed pursuant to Paragraph 4.2(d) of this Schedule 24;
"Collaborative Intention"	has the meaning given to it in Paragraph 5.5 of this Schedule 24;
"Collaborative Objectives"	has the meaning given to it in Paragraph 3.3 of this Schedule 24;
"Core Education Contractors"	means those suppliers of educational or related services and who are a party to the Collaboration Agreement (from time to time);
"DPS Provider"	means any dynamic purchasing system ("**DPS**") supplier;

"Joint Collaboration Plan"	has the meaning given to it in Paragraph 6.1 of this Schedule 24;
"Library Provider"	means any supplier of library services;
"Local Parties"	means those parties identified in Paragraph 2.2.1 of this Schedule 24;
"National Parties"	means those parties identified in Paragraph 2.2.3 and 2.2.4 of this Schedule 24;
"Parties"	has the same meaning under this Contract but for the avoidance of doubt means the Contractor and the Authority;
"PES Contractors"	means the Contractor, Core Education Contractors and CIAG Providers;
"Prisoner Education Services" and **"PES"**	means the provision of core education, library and careers information advice and guidance services; and
"Regional Parties"	means those parties identified in Paragraph 2.2.2 of this Schedule 24.

2 BACKGROUND

2.1 The Authority recognises that increased collaboration improves individuals' ability to problem solve and leads to greater innovation, more efficient processes, and improved communication. The Authority therefore acknowledges that enabling and supporting collaboration will improve the Contractor's ability to deliver the Services to the highest quality. The Authority also acknowledges that enabling and supporting collaboration will ensure that the Authority, the Contractor, and all Collaboration Delivery Partners will deliver a Prisoner Education Service that is continually improving and is greater than the sum of its parts.

2.2 Accordingly, the Authority expects the Contractor to work collaboratively with the Authority and all Collaboration Delivery Partners in delivering the Services at the local, regional, and national level. More specifically:

(a) *Locally*, in each Prison, amongst the Contractor, the CIAG Provider for the Prison, the Library Provider for the Prison (where separate to Contractor) and the Prison, plus any other parties that it would be

beneficial to collaborate with, at the discretion of the Authority, such as local DPS Providers, local employers and/or Authority Digital.

(b) *Regionally*, in each Lot, amongst the Contractor, the CIAG Provider for the Lot, the Library Provider(s) for the Lot (where separate to the Contractor) and the Authority, plus any other parties that it would be beneficial to collaborate with, at the discretion of the Authority, such as regional DPS Providers, regional employers, and/or Authority Digital.

(c) *Nationally*, amongst Core Education Contractors.

(d) *Nationally,* amongst PES Contractors and the Authority, plus any other parties that it would be beneficial to collaborate with, at the discretion of the Authority, such as large DPS Providers, large employers, independent inspectorates, and/or Authority Digital.

3 COLLABORATION PRINCIPLES AND COLLABORATIVE OBJECTIVES

3.1 The aim of this Paragraph 3 is to identify the high-level collaboration principles which underpin the delivery of the Parties' obligations under this Contract (and the Collaboration Agreement) and to set out the key factors for a successful relationship between the Parties.

3.2 The collaboration principles referred to in Paragraph 3.1 are to:

(a) enable and encourage partnership working between the Contractor, Collaboration Delivery Partners, and the Authority at the local, regional and national level;

(b) co-develop a shared vision for the Prisoner Education Service, with focus on achieving the best outcomes for Prisoners, including driving higher quality standards and the best value for money;

(c) collectively identify ways to support each other to overcome common issues, jointly develop solutions, drive continuous improvement, and learn from best practice, recognising each other's abilities and limitations; and

(d) develop openness and trust in a transparent "no surprises" information and data sharing environment.

3.3 This Schedule 24 sets out the obligations of the Authority and Contractor to work cooperatively and collaboratively with each other and others in order to achieve:

(a) enhanced quality of the education Prisoners receive during their time in custody;

(b) a golden thread of learning, avoiding the repetition of education stages each time Prisoners move between Prisons, thereby ensuring a more efficient provision of the Services under the Panel and PES programme as described in the Specification;

(c) the best value for money;

(d) a shared sense of ownership for the delivery of the Prisoner Education Service;

(e) a culture of collaboration, innovation and continuous improvement, in order to ensure a joint approach to quality improvement; and

(f) a service accessible to all, tackling unequal Prisoner access, experience and outcomes;

(together, the "**Collaborative Objectives**").

4 COLLABORATION ACROSS PES

4.1 In the course of delivering the Services, there is benefit to the Prisoners and Collaboration Delivery Partners in the Contractor sharing appropriate information, developing quality relationships and/or services and generally working cooperatively and collaboratively with, the Authority, the Collaboration Delivery Partners and others.

4.2 Accordingly, the Authority and the Contractor agree and commit themselves to:

(a) work collaboratively at the local, regional and national levels in the Collaboration Forums (as more specifically detailed in Schedule 13 (*Governance*)), in order to:

(i) *Locally*: solve problems that arise; co-develop the curriculum and participate in a multi-agency approach to its provision; learn from the experience of others; identify and implement local efficiencies and innovation; and ensure the co-ordination of education, skills and work across the prison, including ensuring that learning supplements and is applied in other areas, such as industries workshops.

(ii) *Regionally:* solve problems that are common across the Lot; ensure the co-ordination of education across the Lot; identify and implement efficiencies and innovation at a Lot level; and share case studies and best practice.

(iii) *Nationally, amongst Core Education Contractors:* solve problems that are common across Core Education Contractors; identify and implement national efficiencies and innovation; share case studies and best practice; and determine shared priorities within a Joint Collaboration Plan (as more particularly described in Paragraph 6).

(iv) *Nationally:* spotlight and celebrate collaboration successes at a local and regional level; identify national barriers experienced by all Collaboration Delivery Partners and develop strategies to address them; undertake wider forward look and horizon scanning exercises; and drive a whole system approach to the Prisoner Education Service.

(b) entering into a Collaboration Agreement between the Authority, the Contractor, and the Core Education Contractors and the Authority may, in its discretion, request any further Core Education Contractors to accede to the Collaboration Agreement by entering into an Accession Letter pursuant to Clause 5 (*Accession arrangements*) of the Collaboration Agreement;

(c) demonstrating the Collaboration Behaviours (as described in Paragraph 5);

(d) each appointing a Collaboration Sponsor, who will be an executive level representative tasked with the remit of championing collaboration and innovation at all levels including but not limited to attending the National Level Collaboration Forum (for the Contractor, as described in Schedule 15 (*Key Personnel*));

(e) preparing for, attending and actively engaging in the Collaboration Forums (in accordance with Schedule 13 (*Governance*)) and any other meetings in connection with the Collaborative Objectives, as may be notified by the Authority to the Contractor from time to time.

5 COLLABORATION BEHAVIOURS

5.1 The Contractor agrees and undertakes to collaborate by demonstrating on a regular and continuous basis the following behaviours to a standard satisfactory to the Authority to deliver the Collaborative Objectives:

(a) innovation and intellectual property sharing and development with:

(i) the Authority and wherever possible, the Core Education Contractors; and

(ii) the CIAG Providers, the Library Providers and the DPS Providers, where to do so would be of benefit to the Prisoner Education Service;

(b) knowledge and data sharing through the Collaboration Forums (including, but not limited to, performance data efficiencies, innovation activity, plans and outputs), using best practice to support:

(i) Core Education Contractors exhibiting poor performance; and

(ii) continuous improvement of PES Contractors and of the Prisoner Education Service more broadly;

(c) developing quality relationships through openness, flexibility and proactive engagement with the Authority and Collaboration Delivery Partners; and

(d) showing Collaborative Intention, including proactively suggesting solutions to problems and willingness to try new approaches,

(the "**Collaboration Behaviours**"), as more particularly described below in Paragraphs 5.2 to 5.5.

5.2 ***Innovation and Intellectual Property Sharing***

(a) The Contractor shall encourage, identify, implement, capitalise on and share with Collaboration Delivery Partners, opportunities to jointly develop and improve products, services, processes, technologies and intellectual property (for the Contractor in accordance with Clause E1 (*Intellectual Property Rights*)) and/or ideas to deliver better solutions and performance throughout the relationship lifecycle.

(b) The Contractor shall act responsively to change and shall proactively identify situations where change may be appropriate and empower staff to consider and take managed risks.

(c) The Contractor shall recognise exceptional performance across the system, regardless of who is responsible for such performance, and where applicable implement processes to achieve such recognition.

5.3 ***Knowledge and Data Sharing***

(a) The Contractor shall share information, knowledge and data related to the Services and the PES programme with Collaboration Delivery

Partners in a spirit of trust and mutual confidence, using best practice to support:

(i) the Contractor's efficient delivery of high-quality Services;

(ii) the delivery of high-quality education services by other Collaboration Delivery Partners; and

(iii) the continuous improvement of the Prisoner Education Service as a whole.

(b) The Contractor shall share with Collaboration Delivery Partners information, knowledge and data related to the Services and the PES programme including but not limited to:

(i) performance data;

(ii) efficiencies;

(iii) innovation activity;

(iv) plans; and

(v) outputs.

(c) The Contractor shall assess with Collaboration Delivery Partners any information, knowledge and data shared in accordance with Paragraph 5.3(a) and utilise it to achieve value and ensure the orderly provision of seamless end to end high quality Services.

(d) The Contractor shall treat any information, knowledge and data shared in accordance with Paragraph 5.3 as Confidential Information belonging to the divulging Collaboration Delivery Partners and shall not disclose any Confidential Information belonging to any Collaboration Delivery Partners to any other person without the relevant Collaboration Delivery Partner's consent, except to such person and to such extent as may be necessary for the performance of the Collaboration Delivery Partner's obligations under their respective contracts.

(e) The Contractor shall comply with their respective obligations under the Data Protection Legislation.

5.4 ***Developing Quality Relationships through Openness, Flexibility and Proactive Engagement***

(a) The Contractor shall provide cooperation, support, information and assistance to Collaboration Delivery Partners in a proactive, transparent and open way and in a spirit of trust and mutual confidence, to achieve the Collaborative Objectives.

(b) The Contractor shall act as "one team" with the Collaboration Delivery Partners (i.e. "leave company badges at the door") and collaborate to deliver the Collaborative Objectives, including by:

(i) maintaining a genuine cooperative approach through working openly and collaboratively with the Collaboration Delivery Partners to resolve any problems that arise;

(ii) engaging in regular and open communication with Collaboration Delivery Partners and avoiding working in "silos";

(iii) preparing for and ensuring the attendance and contribution of appropriately qualified and empowered representatives at all meetings (whether held virtually or in-person) in connection with the collaborative operating model, including but not limited to meetings of the Collaboration Forums;

(iv) demonstrating a willingness and ability to:

(A) listen to Collaboration Delivery Partners' concerns and consider in good faith all constructive feedback without triggering escalation; and

(B) provide constructive feedback to Collaboration Delivery Partners where appropriate; and

(ii) behaving in a supportive and considerate manner to all personnel, regardless of organisation.

(c) The Contractor shall identify and adopt appropriate types and styles of communications, behaviours and engagement activities with the Collaboration Delivery Partners. This includes the identification of clear lines of engagement and authorities in support of decision making and actively working with Collaboration Delivery Partners to develop and improve the working relationships between delivery teams to promote the Collaborative Objectives.

(d) The Contractor shall promptly and proactively:

(i) identify factors which may compromise or enhance the solution or performance;

(ii) analyse the impact and likelihood of such factors;

(iii) escalate and mitigate emerging risks; and

(iv) exploit opportunities to enhance the solution or performance.

5.5 ***Collaborative Intention***

At all times, the Contractor shall demonstrate:

(a) a cooperative and open approach to solution provision;

(b) a willingness to undertake new approaches;

(c) decision-making based on the option that will best support and ensure the efficient delivery of high-quality Services, and the achievement of the Collaborative Objectives,

(together "**Collaborative Intention**").

6 JOINT COLLABORATION PLAN

6.1 The Authority acknowledges that the identification of areas for improvement within the Services, and the design and delivery of ways to address them, will be most successful when developed collaboratively by the Authority and the Core Education Contractors.

6.2 Through the Provider Level Collaboration Forum (as referred to in Schedule 13 (*Governance*)), the Contractor (along with other Core Education Contractors, the Authority, and Authority Digital (where relevant)) will prepare and agree a set of actions to address areas of priority for improvement and innovation identified by the Provider Level Collaboration Forum members (the "**Joint Collaboration Plan**"). The setting and delivery of a Joint Collaboration Plan will support the Core Education Contractors to collaborate effectively and deliver higher quality education within their Lots. The actions agreed within the plan are intended to drive efficiencies and innovation and support Core Education Contractors to improve their performance and deliver strongly against their KPIs.

6.3 In contributing to the process outlined in Paragraph 6.2, the Contractor shall:

(a) on at least an annual basis, bring to the Provider Level Collaboration Forum their ideas for priority areas of improvement and innovation to

include within the Joint Collaboration Plan, and/or ideas for specific actions to help achieve these;

(b) actively contribute to the Provider Level Collaboration Forum members' selection of their preferred priority actions, and to the development of corresponding SMART (specific, measurable, achievable, relevant and time-bound) actions and milestones, to collectively form the core content of the Joint Collaboration Plan;

(c) deliver its obligations in respect of the agreed Joint Collaboration Plan;

(d) attend all quarterly Provider Level Collaboration Forums to proactively update the Authority and Core Education Contractors on the progress made against actions over the previous quarter and any blockers faced; and

(e) provide written evidence that demonstrates how the agreed outputs within the Joint Collaboration Plan have been successfully delivered to the Authority on an annual basis, or at more frequent intervals by exception if requested by the Authority.

6.4 The Authority will monitor the Contractor's delivery against the Joint Collaboration Plan through internal evaluation mechanisms which will consider both collective, and individual, contributions to achieving the priority actions. The contractual obligation to engage in the process as outlined in Paragraphs 6.1 to 6.3 means that if the Authority considers (acting reasonably) that the Contractor is not participating, collaborating, or meeting the actions or outputs to a satisfactory level, the Authority may issue an Improvement Notice in accordance with Paragraph 4 of Part B of Schedule 12 (*Contract Management and Monitoring*) (wherein further details regarding Improvement Notices and the relevant process are outlined).

6.5 The Authority recognises that the true national collaboration described in this Schedule 24 may in some circumstances require national funding. The Authority has created an Innovation & Change Pot which the Authority may, in its absolute discretion, award the Contractor funding from, in accordance with Section 6 of Schedule 2 *(Specification*).

7 PRESERVATION OF THE CONTRACTOR'S OBLIGATIONS

This Schedule 24 is intended to incentivise collaboration among, but not limited to, the Contractor with the Authority, the Prison and the parties identified in Paragraph 2.2. The Contractor's obligations under the Contract

shall not be reduced, discharged or otherwise adversely affected by this Schedule 24 (including by any variation of this Schedule 24).

APPENDIX 1 – FORM OF COLLABORATION AGREEMENT

Collaboration Agreement

Version	Date

Dated

Between

(1) The Secretary of State for Justice (the **"MoJ"**); and

(2) **Each Core Education Contractor** that, in each case, has separately entered into a valid Accession Letter in the form set out in Schedule 2 (*Accession*) of this Collaboration Agreement.

Recitals

A The Prisons Strategy 2021 White Paper sets out the MoJ commitment to delivering a transformed Prisoner Education Service (**"PES"**). New education contracts from October 2025 are intended to provide the final stage of transformation and build on the work delivered by MoJ in the 2022-2025 Spending Review period to deliver on the White Paper commitments.

B PES has three overarching strategic priorities: 1) improving the numeracy and literacy of all prisoners who need it; 2) incentivising prisoners to improve their qualifications and skills to increase their prospects of finding work and integrating back into society; and 3) ensuring that governors and their teams have the knowledge, tools, support, and accountabilities that they need to lead this work.

C MoJ, as part of this programme of work, has engaged numerous Collaboration Delivery Partners including Core Education Contractors to deliver various components of PES. MoJ want to fully embrace a whole-system approach to improving prisoner education and collectively maximise its effort and impact to ensure that the service delivered that is greater than the sum of its individual parts.

D By putting collaboration firmly at the heart of education, skills and work delivery, MoJ alongside the Collaboration Delivery Partners will drive collective success and improve the learning environment and experience of prisons, staff and most importantly prisoners. In order to promote the seamless collaborative delivery of PES, the Parties have recognised the need to work together on the terms set out in this Collaboration Agreement.

It is agreed

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Accession Letter" means a letter substantially in the form set out in Schedule 2 (*Accession*) of this Collaboration Agreement.

"Collaboration Delivery Partners" has the meaning given to it in Schedule 1 (*Agreed Form Schedule 24 (Collaboration)*) of this Collaboration Agreement.

"Commencement Date" means the date of execution by MoJ of this Collaboration Agreement.

"Core Education Contractors" has the meaning given to it in Schedule 1 (*Agreed Form Schedule 24 (Collaboration)*) of this Collaboration Agreement.

"Collaboration Software" has the meaning given to it in the Services Agreement.

"Collaboration Specific IPR" has the meaning given to it in the Services Agreement.

"Confidential Information" has the meaning given to it in the Services Agreement.

"Dispute" has the meaning given to it in the relevant Services Agreement.

"Dispute Resolution Procedure" has the meaning given to it in the relevant Services Agreement.

"Expiry Date" means the date on which this Collaboration Agreement expires which shall be the date on which all of the Services Agreements have been terminated (for any reason whatsoever) or have expired.

"Know-How" has the meaning given to it in the relevant Services Agreement.

"Party" means any person who is a party to this Collaboration Agreement being, at the Commencement Date, MoJ and the Core Education Contractor(s).

"Services Agreements" means the agreements entered into between MoJ and each Core Education Contractor (respectively) for the purpose of PES.

1.2 Interpretation

In this Collaboration Agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) a reference in this Collaboration Agreement to any Clause, Paragraph, Schedule or Annex is, except where it is expressly stated to the contrary, a reference to such clause, paragraph, schedule or annex of this Collaboration Agreement;

(c) save where otherwise provided in this Collaboration Agreement, any reference to this Collaboration Agreement or to any other document shall include any permitted variation, amendment, or supplement to such document;

(d) any reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;

(e) headings are for convenience of reference only;

(f) words preceding **include**, **including** and **included** shall be construed without limitation by the words which follow those words;

(g) any obligation on a Party to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done;

(h) subject to any express provisions of this Collaboration Agreement to the contrary, the obligations of any Party are to be performed at that Party's own cost and expense;

(i) the Schedules and Appendices to this Collaboration Agreement (and the Annexes to such Schedules and Appendices) form part of this Collaboration Agreement; and

(j) in the event of and only to the extent of any conflict between the provisions of the Services Agreements and this Collaboration Agreement, the conflict shall be resolved in accordance with the following order of precedence:

(i) the relevant Services Agreement; and then

(ii) this Collaboration Agreement.

2 PURPOSE

2.1 Collaboration and partnership working will be crucial across the education, skills and work landscape for successful delivery of a reformed service. To help enable this, it will be fundamentally important that all those involved in the delivery and operation of prisoner education feel, act and behave as if they are part of a single service. MoJ want their Collaboration Delivery Partners, prisons, regions, and national teams to have a shared vision and endeavour to meaningfully collaborate to deliver this.

2.2 Increased collaboration improves the way all parties work together, improves the ability to collectively problem solve, leads to greater innovation, more efficient processes and improved communication. MoJ expect prisons to be of the centre of that collaboration - leading by example to demonstrate collaborative behaviours and taking a joint approach to problem solving and sharing best practice.

2.3 MoJ expect their Collaboration Delivery Partners to take a proactive approach to identifying and implementing local efficiencies and innovation, sharing a common sense of purpose and striving to achieve the same shared objectives:

(a) enhancing the quality of the education prisoners receive during their time in custody;

(b) embedding a golden thread of learning, avoiding the repetition of education stages each time prisoners move between prisons, thereby ensuring a more efficient provision of services;

(c) delivering the best value for money;

(d) developing a shared sense of ownership for the delivery of the Prisoner Education Service;

(e) embedding a culture of collaboration, innovation and continuous improvement, in order to ensure a joint approach to quality improvement; and

(f) delivering a service accessible to all, tackling unequal prisoner access, experience and outcomes,

(together, the "**Collaborative Objectives**").

3 COLLABORATION REQUIREMENTS

3.1 In order to achieve the Collaborative Objectives, each Core Education Contractor shall comply with the obligations as set out in the Schedule 24 (*Collaboration*) to the Services Agreement, the agreed form as appended to this Collaboration Agreement in Schedule 1 (*Agreed Form Schedule 24 (Collaboration)*).

3.2 Where there is any Collaboration Software and/or Collaboration Specific IPR (except for any Know-How, trade secrets or Confidential Information) developed as a part of this Collaboration Agreement, this shall be the property of MoJ, as more fully detailed in the Services Agreement.

4 VARIATIONS

No variation of this Collaboration Agreement will be valid unless it is in writing and signed by or on behalf of all Parties.

5 ACCESSION ARRANGEMENTS

Following the Commencement Date, MoJ may, in its discretion, request any further Core Education Contractors to accede to this Collaboration Agreement by entering into an Accession Letter.

6 ASSIGNMENT

The rights and obligations of any Party under this Collaboration Agreement shall not be assigned, novated or otherwise transferred to any person other than a person acquiring the rights and obligations of the relevant Party under any of the Services Agreements unless otherwise agreed by the Parties in writing.

7 TERMINATION

7.1 This Collaboration Agreement may be terminated prior to the Expiry Date:

(a) by the written agreement of all of the Parties; or

(b) by MoJ serving not less than one hundred and twenty (120) days' written notice upon the other Parties stating that MoJ is terminating this Collaboration Agreement.

7.2 A Core Education Contractor shall cease to be a party to this Collaboration Agreement:

(a) upon the termination (howsoever caused) or expiry of its Services Agreement; or

(b) by the written agreement of all of the Parties (including the Core Education Contractor concerned).

8 NOTICES

All notices required to be issued under this Collaboration Agreement shall be in writing and served by sending the same by first class post or by hand, leaving the same at the relevant address specified in this Collaboration Agreement or a relevant Accession Letter.

9 DISPUTE RESOLUTION PROCEDURE

9.1 If a Dispute arises out of or in connection with this Collaboration Agreement:

(a) if the Dispute is between MoJ and a Core Education Contractor, the affected Parties shall follow the Dispute Resolution Procedure set out in the relevant Services Agreement;

(b) if the Dispute is between MoJ and two or more Core Education Contractors, the affected Parties shall follow the same process for resolving disputes as detailed in the Dispute Resolution Procedure set out in the relevant Services Agreement, save that any references to "the Contractor" shall be deemed amended to say "the Core Education Contractor(s)", as appropriate in the context; and

(c) if the Dispute is between two or more Core Education Contractors, the affected Parties shall follow the same process for resolving disputes as detailed in the Dispute Resolution Procedure set out in the relevant Services Agreement, save that any references to "the Authority" or "the Contractor" shall be deemed amended to say "each Party" or "the other Party(ies)" as appropriate in the context.

10 GOVERNING LAW AND JURISDICTION

10.1 This Collaboration Agreement and any contractual or non-contractual obligations arising from or connected with it shall be governed by English law and this Collaboration Agreement shall be construed in accordance with English law.

10.2 Each of the Parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

SIGNED by)
for and on behalf of the **Secretary of State**)
for Justice)
)

in the presence of: [REDACTED Section 40 of the FOIA: Personal Information]

SIGNED by [CONTRACTOR NAME])
acting by)
)
)
)

[REDACTED Section 40 of the FOIA: Personal Information]

[REDACTED Section 40 of the FOIA: Personal Information]

[REDACTED Section 40 of the FOIA: Personal Information]

[REDACTED Section 40 of the FOIA: Personal Information]

[REDACTED Section 40 of the FOIA: Personal Information]

[REDACTED Section 40 of the FOIA: Personal Information]

[REDACTED Section 40 of the FOIA: Personal Information]

Schedule 1 – Agreed Form Schedule 24 (Collaboration)

[REDACTED Section 40 of the FOIA: Personal Information]

Schedule 2 - Accession

To: The Secretary of State for Justice (**"MoJ"**) and [Enter names of existing Core Education Contractor]

From: [Enter name of new Core Education Contractor] (**"New Core Education Contractor"**).

Dated:[**]

(a) We refer to the Collaboration Agreement dated [ ] (the "**Collaboration Agreement"**) a copy of which is annexed to this letter. This is an Accession Letter as referred to in Clause 5 of the Collaboration Agreement. Terms defined in the Collaboration Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.

(b) The New Core Education Contractor, as requested by the MoJ, agrees to become a Party to the Collaboration Agreement and to be bound by the terms of the Collaboration Agreement as a Core Education Contractor pursuant to Clause 5 (*Accession Arrangements*) of the Collaboration Agreement.

(c) The New Core Education Contractor is a company duly incorporated under the laws of [name of relevant jurisdiction].

(d) For the purposes of Clause 8 (*Notices*), the New Core Education Contractor's administrative details are as follows:

Address: [REDACTED Section 40 of the FOIA: Personal Information]

Fax: [REDACTED Section 40 of the FOIA: Personal Information]

Attention: [REDACTED Section 40 of the FOIA: Personal Information]

(e) This Accession Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[EXECUTION CLAUSES TO BE COMPLETED FOR THE NEW CORE EDUCATION CONTRACTOR AND COUNTERSIGNED BY MoJ AND EACH CORE EDUCATION CONTRACTOR]

SCHEDULE 25 – FINANCIAL DISTRESS

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	8 December 2023
V3.0	13 January 2025

Part 1 – FINANCIAL DISTRESS MECHANICS

1 DEFINITIONS

1.1 In this Schedule 25, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Accounting Reference Date"	means in each year the date to which the Contractor prepares its annual audited financial statements;
"Assurance"	means written confirmation from a Relevant Authority to the Contractor that the CRP Information is approved by the Relevant Authority;
"Cabinet Office Markets and Suppliers Team"	means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
"Credit Rating Threshold"	means the minimum credit rating level for the Contractor and the Guarantor as set out in Appendix 2 and for each Key Sub-Contractor (if applicable);
"Critical National Infrastructure"	means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in: (a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or (b) significant impact on the national security, national defence, or the functioning of the UK;
"Critical Service Contract"	means the overall status of the Services provided under this Contract as determined by the Authority and specified in Paragraph 7.1 of Part 2 to this Schedule 25;
"CRP Information"	means the Corporate Resolution Planning Information, together, the:

(a) Exposure Information (Contracts List);

(b) Corporate Resolvability Assessment (Structural Review); and

(c) Financial Information and Commentary;

"Financial Distress Event" means the occurrence or one or more of the following events:

(a) the credit rating of the Contractor the Guarantor or any Key Sub-Contractor dropping below the applicable Credit Rating Threshold;

(b) the Contractor, the Guarantor or any Key Sub-Contractor issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;

(c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Contractor, or the Guarantor or any Key Sub-Contractor;

(d) the Contractor the Guarantor or any Key Sub-Contractor committing a material breach of covenant to its lenders;

(e) a Key Sub-Contractor (where applicable) notifying the Authority that the Contractor has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;

(f) a qualified audit opinion in respect of any of the Contractor or the Guarantor, Guarantor or any Key Sub-Contractor is included in the annual accounts of them as filed at Companies House;

(g) the Contractor, the Guarantor or any Key Sub-Contractor extending the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than nine (9) Months after its Accounting Reference Date without an explanation to the Authority which the Authority (acting reasonably) considers to be adequate;

(h) the Contractor, the Guarantor or any Key Sub-Contractor being late to file its annual accounts without a public notification or an explanation to

the Authority which the Authority, acting reasonably, considers to be adequate;

(i) any of the following:

(A) the Contractor, the Guarantor or any Key Sub-Contractor making a public announcement which contains adverse commentary with regards to the Contractor's or the Guarantor's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;

(B) commencement of any litigation against the Contractor the Guarantor or any Key Sub-Contractor with respect to financial indebtedness greater than five million pounds sterling (£5,000,000) or obligations under a service contract with a total contract value greater than five million pounds sterling (£5,000,000)[1];

(C) non-payment by the Contractor the Guarantor or any Key Sub-Contractor of any financial indebtedness;

(D) any financial indebtedness of the Contractor the Guarantor or any Key Sub-Contractor becoming due as a result of an event of default; or

(E) the cancellation or suspension of any financial indebtedness in respect of the Contractor the Guarantor or any Key Sub-Contractor,

in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Contract; and

(j) any one of the Financial Indicators set out at Paragraph 5.1 for any one of the Contractor, the Guarantor or any Key Sub-Contractor failing to meet the required Financial Target Threshold;

[1] **Note to Bidders**: adjusted in accordance with the Contract Value for the Lot.

"Financial Distress Remediation Plan"	means a plan setting out how the Contractor will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the Contractor, the Guarantor or any Key Sub-Contractor and may refer to the Insolvency Continuity Plan in this regard;
"Parent Undertakings"	has the meaning set out in section 1162 of the Companies Act 2006;
"Public Sector Dependent Contractor"	means a contractor where that contractor, or that contractor's group has Annual Revenue of fifty million pounds sterling (£50,000,000) or more of which over 50% is generated from UK Public Sector Business;
"Rating Agencies"	means the rating agencies listed in Appendix 1;
"Relevant Authority"	means the Authority and the Cabinet Office Markets and Contractors Team or, where the Contractor is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
"Strategic Supplier(s)"	means those contractors to government listed at https://www.gov.uk/government/publications/strategic-suppliers;
"UK Public Sector Business"	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and
"Valid"	means in respect of an Assurance, has the meaning given to it in Paragraph 8.7 of Part 2 to this Schedule 25.

2 INTRODUCTION

2.1 The Parties shall comply with the provisions of this Schedule 25 in relation to the assessment of the financial standing of the Contractor, the Guarantor and

any Key Sub-Contractor and the consequences of a change to that financial standing.

3 WARRANTY AND DUTY TO NOTIFY

3.1 The Contractor warrants and represents to the Authority for the benefit of the Authority that as at the Effective Date:

(a) the long-term credit ratings issued for the Contractor, the Guarantor and any Key Sub-Contractor by each of the Rating Agencies are as set out in Appendix 2 to this Schedule 25; and

(b) the financial position or, as appropriate, the financial performance of each of the Contractor, the Guarantor and any Key Sub-Contractor satisfies the Financial Target Thresholds.

3.2 If for any reason the financial standing of the Contractor, the Guarantor or any Key Sub-Contractors changes for any reason from that assessed at the Invitation to Tender stage in accordance with the financial viability and risk assessment ratios used at that stage, then the Contractor shall promptly notify the Authority. The Authority will then be entitled to undertake an assessment of whether the notified circumstances are an indicator of financial distress.

3.3 Without prejudice to Paragraph 3.2 above, the Contractor shall promptly (and in any event within five (5) Working Days of the occurrence of the downgrade) notify (or shall procure that its auditors promptly notify) the Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for the Contractor, the Guarantor or any Key Sub-Contractor.

3.4 The Contractor shall:

(a) regularly monitor:

(i) the credit ratings of the Contractor, the Guarantor and each Key Sub-Contractor with the Rating Agencies; and

(ii) and report on the Financial Indicators for each of the Contractor, the Guarantor and any Key Sub-Contractor against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within one hundred and twenty (120) days after the Accounting Reference Date;

(b) promptly notify (or shall procure that its auditors promptly notify) the Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such

notification is made within ten (10) Working Days of the date on which the Contractor first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).

3.5 For the purposes of determining whether a Financial Distress Event has occurred pursuant to limb (a) of the definition of a Financial Distress Event, and for the purposes of determining relief under Paragraph 6.1, the credit rating of the Contractor, the Guarantor or any Key Sub-Contractor (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if:

(a) any of the Rating Agencies have given a credit rating level for that entity which is below the applicable Credit Rating Threshold; or

(b) a Rating Agency that is specified as holding a credit rating for entity as set out at Appendix 2 to this Schedule 25 ceases to hold a credit rating for that entity.

3.6 Each report submitted by the Contractor pursuant to Paragraph 3.4(a)(ii) shall:

(a) be a single report with separate sections for each of the Contractor, the Guarantor and any Key Sub-Contractor;

(b) contain a sufficient level of information to enable the Authority to verify the calculations that have been made in respect of the Financial Indicators;

(c) include key financial and other supporting information (including any accounts data that has been relied on) as separate appendices;

(d) be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an Accounting Reference Date, on unaudited management accounts prepared in accordance with their normal timetable; and

(e) include a history of the Financial Indicators reported by the Contractor in graph form to enable the Authority to easily analyse and assess the trends in financial performance.

4 CONSEQUENCES OF FINANCIAL DISTRESS EVENTS

4.1 Immediately upon notification by the Contractor of a Financial Distress Event (or if the Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Contractor), the Contractor shall have the obligations and the Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event of a late or non-payment of a Key Sub-Contractor pursuant to limb (e) of the definition of a Financial Distress Event, the Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Contractor ten (10) Working Days to:

(a) rectify such late or non-payment; or

(b) demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Contractor shall (and shall procure that the Guarantor and/or any relevant Key Sub-Contractor shall):

(a) at the request of the Authority, meet the Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit or notify to the Contractor in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and

(b) where the Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3(a)) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:

(i) submit to the Authority for its Approval, a draft Financial Remediation Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Contractor in writing; and

(ii) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Contractor, the Guarantor and/or any Key Sub-Contractor as the Authority may reasonably require.

4.4 The Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Authority does not (acting reasonably) approve the draft Financial Distress Remediation Plan, it shall inform the Contractor of its reasons and the Contractor shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Authority within five (5) Working Days of the rejection of the first or subsequent draft(s) (as the case may be). This process shall be repeated until the Financial Distress Remediation Plan is either:

(a) Approved by the Authority;

(b) referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Remediation Plan has not been approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Remediation Plan to be held within twenty-eight (28) days of the date of the notice; or

(c) finally rejected by the Authority.

4.5 The Authority reserves the right to require that the Contractor include the provision of a guarantee (in the form set out in Schedule 19 (*Parent Company Guarantee*) by a suitable guarantor as part of its consideration of the Financial Distress Remediation Plan.

4.6 Following Approval of the Financial Distress Remediation Plan by the Authority, the Contractor shall:

(a) on a regular basis (which shall not be less than fortnightly):

(i) review and make any updates to the Financial Distress Remediation Plan as the Contractor may deem reasonably necessary and/or as may be reasonably requested by the Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Contract; and

(ii) provide a written report to the Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Contractor and/or the reasons why the Contractor may have decided not to make any changes;

(b) where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6(a), submit an updated Financial Distress Remediation Plan to the Authority for its approval, and the

provisions of Paragraphs 4.4 and 4.6(a) shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

(c) comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

4.7 Where the Contractor reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and subject to the agreement of the Parties, the Contractor may be relieved of its obligations under Paragraph 4.6.

4.8 The Contractor shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3(b)(ii) is available when required and on request from the Authority and within reasonable timescales. Such measures may include:

(a) obtaining in advance written authority from Key Sub-Contractors and/or the Guarantor authorising the disclosure of the information to the Authority and/or entering into confidentiality agreements which permit disclosure;

(b) agreeing in advance with the Authority, Key Sub-Contractors and/or the Guarantor a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Authority;

(c) putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Authority (which may include making price sensitive information available to Authority nominated personnel through confidential arrangements, subject to their consent); and

(d) disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

5 FINANCIAL INDICATORS

5.1 Subject to the calculation methodology set out at Appendix 3 to this Schedule 25, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

Financial Indicator	Calculation[1]	Financial Target Threshold:	Monitoring and Reporting Frequency (*if different from the default position set out in Paragraph 3.4(a)(ii)*)
1 **The higher of (a) the Operating Margin for the most recent twelve (12) Month period and (b) the average Operating Margin for the last two (2) twelve (12) Month periods**	*Operating Profit / Revenue*	*< 5.0%*	*Tested and reported yearly in arrears within ninety (90) days of each Accounting Reference Date based upon figures for the twelve (12) Months ending on the relevant Accounting Reference Date*
2 **Net Debt to EBITDA Ratio**	*Net Debt to EBITDA ratio = Net Debt / EBITDA*	*> 3.5 times*	*Tested and reported yearly in arrears within ninety (90) days of each Accounting Reference Date based upon figures for the twelve (12) Months ending on the relevant Accounting Reference Date*
3 **Net Debt + Net Pension Deficit to EBITDA ratio**	*Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net*	*> 5 times*	*Tested and reported yearly in arrears within ninety (90) days of each Accounting Reference Date based upon figures for the twelve (12) Months ending on the relevant*

Financial Indicator	Calculation[1]	Financial Target Threshold:	Monitoring and Reporting Frequency (*if different from the default position set out in Paragraph 3.4(a)(ii)*)
	Pension Deficit) / EBITDA		*Accounting Reference Date*
4 **Net Interest Paid Cover**	*Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid*	*< 3.0 times*	*Tested and reported yearly in arrears within ninety (90) days of each Accounting Reference Date based upon figures for the twelve (12) Months ending on the relevant Accounting Reference Date*
5 **Acid Ratio**	*Acid Ratio = (Current Assets – Inventories) / Current Liabilities*	*< 0.8 times*	*Tested and reported yearly in arrears within ninety (90) days of each Accounting Reference Date based upon figures for the twelve (12) Months ending on the relevant Accounting Reference Date*
6 **Net Asset Value**	*Net Asset Value = Net Assets*	*< £0*	*Tested and reported yearly in arrears within ninety (90) days of each Accounting Reference Date based upon figures for the twelve (12) Months ending on the relevant Accounting Reference Date*
7 **Group Exposure Ratio**	*Group Exposure = Balances owed by Group Undertakings +*	*> 50 %*	*Tested and reported yearly in arrears within ninety (90) days of each Accounting Reference*

Financial Indicator	Calculation[1]	Financial Target Threshold:	Monitoring and Reporting Frequency (*if different from the default position set out in Paragraph 3.4(a)(ii)*)
	Contingent liabilities assumed in support of Group Undertakings		*Date based upon figures for the twelve (12) Months ending on the relevant Accounting Reference Date*[2]

6 PRIMACY OF CREDIT RATINGS

6.1 Without prejudice to the Contractor's obligations and the Authority's rights and remedies under Paragraph 3, if, following the occurrence of a Financial Distress Event pursuant to limbs (b) to (j) of the definition of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings of the Contractor, the Guarantor and/or any Key Sub-Contractor does not drop below the relevant Credit Rating Threshold, then:

(a) the Contractor shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

(b) the Authority shall not be entitled to require the Contractor to provide financial information in accordance with Paragraph 4.3(b)(ii).

Part 2 – CORPORATE RESOLUTION PLANNING

7 SERVICE STATUS AND CONTRACTOR STATUS

7.1 This Contract is a Critical Service Contract.

7.2 The Contractor shall notify the Authority in writing within five (5) Working Days of the Effective Date and throughout the Term within one hundred and twenty (120) days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Contractor.

[2] Key: See Appendix 3 of this Schedule 25 which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

8 PROVISION OF CORPORATE RESOLUTION PLANNING (CRP) INFORMATION

8.1 Paragraphs 8 to 9 of this Part 2 shall apply if this Contract has been specified as a Critical Service Contract under Paragraph 7.1 of this Part 2 or the Contractor is or becomes a Public Sector Dependent Contractor.

8.2 Subject to Paragraphs 8.6, 8.10 and 8.11 of this Part 2:

(a) where this Contract is a Critical Service Contract, the Contractor shall provide the Relevant Authority with the CRP Information within sixty (60) days of the Effective Date; and

(b) except where it has already been provided in accordance with Paragraph 8.2(a) of this Part 2, where the Contractor is a Public Sector Dependent Contractor, it shall provide the Relevant Authority with the CRP Information within sixty (60) days of the date of the Relevant Authority's request.

8.3 The Contractor shall ensure that the CRP Information:

(a) is full, comprehensive, accurate and up to date;

(b) is split into two parts:

(i) Group Structure Information and Resolution Commentary (see Appendix 4); and

(ii) UK Public Service / CNI Contract Information (see Appendix 5),

and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks and contains the level of detail required (adapted as necessary to the Contractor's circumstances);

(c) incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Authority to understand and consider the information for approval;

(d) provides a clear description and explanation of the Contractor's and its Affiliates' members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and

(e) complies with the requirements set out at Appendix 4 (*Group Structure Information and Resolution Commentary*) and Appendix 5 (*UK Public Sector/CNI Contract Information*) respectively.

8.4 Following receipt by the Relevant Authority of the CRP Information pursuant to Paragraphs 8.2, 8.8 and 8.9 of this Part 2, the Contractor and the Relevant Authority shall discuss in good faith the contents of the CRP Information and:

(a) where the Authority is the Relevant Authority, the Authority shall; and

(b) where the Cabinet Office Markets and Suppliers Team is the Relevant Authority, the Authority shall use reasonable endeavours to procure that the Cabinet Office Markets and Suppliers Team shall,

no later than sixty (60) days after the date on which the CRP Information was delivered by the Contractor either provide an Assurance to the Contractor that it approves the CRP Information or that it rejects it.

8.5 If the Relevant Authority rejects the CRP Information:

(a) the Authority shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Contractor in writing of its reasons for its rejection; and

(b) the Contractor shall revise the CRP Information, taking reasonable account of the Relevant Authority's comments, and shall re-submit the CRP Information to the Relevant Authority for approval within thirty (30) days of the date of the Relevant Authority's rejection. The provisions of Paragraph 8.3 to 8.5 of this Part 2 shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

8.6 Where the Contractor has already provided CRP Information to a Department (or, in the case of a Strategic Supplier, to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department (or, in the case of a Strategic Supplier, from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid, the Contractor shall not be required to provide the CRP Information or updated CRP Information under Paragraphs 8.2 and 8.8(a) to 8.8(c) of this Part 2 if it provides a copy of the Valid Assurance to the Authority on or before the date on which the CRP Information would otherwise have been required.

8.7 An Assurance shall be deemed Valid for the purposes of Paragraph 8.6 of this Part 2 if:

(a) in respect of the Contractor's obligations under Paragraph 8.2:

(i) the CRP Information on which the Assurance was based was provided to the Department providing the Assurance (or, in the case of Strategic Suppliers, to the Cabinet Office Markets and Suppliers Team) within the twelve (12) Months prior to the deadline by which the CRP Information would otherwise have been required under Paragraph 8.2; and

(ii) no Change of Control or Financial Distress Events (or events which would be deemed to be a Change of Control or Financial Distress Events if this Contract had then been in force) have occurred since the date on which the CRP Information was provided; and

(b) in respect of the Contractor's obligations under Paragraphs 8.8(a) to 8.8(c), the CRP Information on which the Assurance was based was provided to the Department providing the Assurance (or, in the case of Strategic Suppliers, to the Cabinet Office Markets and Suppliers Team) after the date of the event triggering the obligation to provide the CRP Information under Paragraphs 8.8(a) to 8.8(c).

8.8 Subject to Paragraph 8.6, if this Contract is a Critical Service Contract, the Contractor shall provide an updated version of the CRP Information (or, in the case of Paragraph 8.8(c) of this Part 2 its initial CRP Information) to the Relevant Authority:

(a) within fourteen (14) days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 8.11 of this Part 2) unless the Contractor is relieved of the consequences of the Financial Distress Event under Paragraph 6.1 of this Schedule 25;

(b) within thirty (30) days of a Change of Control unless not required pursuant to Paragraph 8.10;

(c) within thirty (30) days of the date that:

(i) the credit rating(s) of each of the Contractor and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 8.10; or

(ii) none of the credit rating agencies specified at Paragraph 8.10 hold a public credit rating for the Contractor or any of its Parent Undertakings; and

(d) in any event, within six (6) Months after each Accounting Reference Date or within fifteen (15) Months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier), unless:

(i) updated CRP Information has been provided under any of Paragraphs 8.8(a), 8.8(b) or 8.8(c) since the most recent Accounting Reference Date (being no more than twelve (12) Months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 8.8(d); or (b) unless not required pursuant to Paragraph 8.10.

8.9 Where the Contractor is a Public Sector Dependent Contractor and this Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 8.8(a) to 8.8(d) of this Part 2, the Contractor shall provide at the request of the Relevant Authority and within the applicable timescales for each event as set out in Paragraph 8.8 (or such longer timescales as may be notified to the Contractor by the Authority), the CRP Information to the Relevant Authority.

8.10 Where the Contractor or a Parent Undertaking of the Contractor has a credit rating of either:

(a) Aa3 or better from Moody's;

(b) AA- or better from Standard and Poors;

(c) AA- or better from Fitch;

(d) 3A2 - or better from Dun and Bradstreet,

the Contractor will not be required to provide the CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Contractor is relieved of the consequences of the Financial Distress Event under Paragraph 6.1 of this Schedule 25) or (ii) the Contractor and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 8.10, in which cases the Contractor shall provide the updated version of the CRP Information in accordance with Paragraph 8.8.

8.11 Subject to Paragraph 4, where the Contractor demonstrates to the reasonable satisfaction of the Relevant Authority that a particular item of CRP Information is highly confidential, the Contractor may, having orally disclosed and

discussed that information with the Relevant Authority, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Contractor shall promptly provide the relevant information to the Relevant Authority to the extent required under Paragraph 8.8.

9 CONFIDENTIALITY AND USAGE OF CRP INFORMATION

9.1 The Authority agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Contractor and/or Contractor and its Affiliates' members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

9.2 Where the Relevant Authority is the Cabinet Office Markets and Suppliers Team, at the Contractor's request, the Authority shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Contractor containing terms no less stringent than those placed on the Authority under Paragraph 9.1 of this Part 2 and Clause D3 (*Confidential Information*).

9.3 The Contractor shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Authority pursuant to Paragraph 8 of this Part 2 subject, where necessary, to the Relevant Authority entering into an appropriate confidentiality agreement in the form required by the third party.

9.4 Where the Contractor is unable to procure consent pursuant to Paragraph 9.3 of this Part 2, the Contractor shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

(a) redacting only those parts of the information which are subject to such obligations of confidentiality;

(b) providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:

(i) summarising the information;

(ii) grouping the information;

(iii) anonymising the information; and

(iv) presenting the information in general terms.

9.5 The Contractor shall provide the Relevant Authority with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Contractor is legally permitted to do so.

Appendix 1 – RATING AGENCIES

(a) Dun and Bradstreet;

(b) Moody's;

(c) Standard and Poors;

(d) Fitch;

Or

A Government Financial Rating Score issued by ESFA on behalf of the Department for Education;

Or

Such other rating agency as may be agreed by the Authority.

Appendix 2 – CREDIT RATINGS & CREDIT RATING THRESHOLDS[3]

Entity	Credit rating (long-term)	Credit Rating Threshold
Contractor	*2A (Dun and Bradstreet): one million five hundred thousand pounds sterling (£1,500,000) to six million, nine hundred ninety-nine thousand, nine hundred ninety-nine pounds sterling (£6,999,999) in Tangible Net Worth or Equity*	*2A (Dun and Bradstreet): one million five hundred thousand pounds sterling (£1,500,000) to six million, nine hundred ninety-nine thousand, nine hundred ninety-nine pounds sterling (£6,999,999) in Tangible Net Worth or Equity*
Guarantor	*3A (Dun and Bradstreet): seven million pounds sterling (£7,000,000) to fourteen million, nine hundred ninety-nine thousand, nine hundred ninety-nine pounds sterling (£14,999,999) in Tangible Net Worth or Equity*	*3A (Dun and Bradstreet): seven million pounds sterling (£7,000,000) to fourteen million, nine hundred ninety-nine thousand, nine hundred ninety-nine pounds sterling (£14,999,999) in Tangible Net Worth or Equity*
[Key Sub-Contractor 1]	*[1A (Dun and Bradstreet): seven hundred thousand pounds sterling (£700,000) to one million, four hundred and ninety-nine thousand, nine hundred ninety-nine pounds sterling (£1,499,999) in Tangible Net Worth or Equity]*	*[1A (Dun and Bradstreet): seven hundred thousand pounds sterling (£700,000) to one million, four hundred and ninety-nine thousand, nine hundred ninety-nine pounds sterling (£1,499,999) in Tangible Net Worth or Equity]*

[3] **Note to Bidders**: please include the Guarantor and Key Sub-Contractor's current long-term credit ratings and name of the rating agency. The Authority will confirm the Credit Rating Threshold based on this information.

Entity	**Credit rating (long-term)**	**Credit Rating Threshold**
[Key Sub-Contractor 2]	*[A (Dun and Bradstreet): three hundred and fifty thousand pounds sterling (£350,000) to six hundred and ninety-nine thousand, nine hundred ninety-nine pounds sterling (£699,999) in Tangible Net Worth or Equity]*	*[A (Dun and Bradstreet): three hundred and fifty thousand pounds sterling (£350,000) to six hundred and ninety-nine thousand, nine hundred ninety-nine pounds sterling (£699,999) in Tangible Net Worth or Equity]*

Appendix 3 – CALCULATION METHODOLOGY FOR FINANCIAL INDICATORS

The Contractor shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

1 *Terminology*: The terms referred to in this Appendix 3 are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).

2 *Groups*: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.

3 *Foreign currency conversion*: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.

4 *Treatment of non-underlying items*: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
1 **Operating Margin**	The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements. Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates. Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.
2 **Net Debt to EBITDA Ratio**	*Net Debt*: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as

	borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met. *EBITDA*: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. *The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).*
3 **Net Debt + Net Pension Deficit to EBITDA ratio**	*"**Net Debt**" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents.* *"**Net Pension Deficit**" = Retirement Benefit Obligations – Retirement Benefit Assets.* *"**EBITDA**" = Operating profit + Depreciation charge + Amortisation charge.* The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance Sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.

	<u>*Net Debt*</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but *not* non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. <u>*Net Pension Deficit*</u>: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms. Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met. <u>*EBITDA*</u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).
4	*"**Earnings Before Interest and Tax**" = Operating profit*

Net Interest Paid Cover	*"**Net Interest Paid**" = Interest paid – Interest received* Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. Interest received and interest paid should be shown on the face of the Cash Flow statement. Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.
5 **Acid Ratio**	All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.
6 **Net Asset value**	Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).
7 **Group Exposure Ratio**	Group Exposure = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings. Gross Assets = Fixed Assets + Current Assets Group Exposure: Balances owed by (i.e receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where

	an entity is not a member of a group or is itself the ultimate holding company of the group. Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include the value of guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the outcome of the test should automatically be regarded as 'High risk'. In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group. Gross Assets: Both Fixed assets and Current assets are shown on the face of the Balance Sheet.

Appendix 4 – GROUP STRUCTURE INFORMATION AND RESOLUTION COMMENTARY

1 The Contractor shall:

1.1 provide sufficient information to allow the Relevant Authority to understand the implications on the Contractor and its Affiliates' UK Public Sector Business and CNI contracts listed pursuant to Appendix 5 if the Contractor or another member of the Contractor and/or its Affiliates is subject to an Insolvency Event;

1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Contractor and its Affiliates; and

1.3 provide full details of the importance of each member of the Contractor and/or its Affiliates to the Contractor's and its Affiliates' UK Public Sector Business and CNI contracts listed pursuant to Appendix 5 and the dependencies between each.

Appendix 5 – UK PUBLIC SECTOR/CNI CONTRACT INFORMATION

1 The Contractor shall:

1.1 provide details of all agreements held by members of the Contractor and/or its Affiliates' where those agreements are for goods, services or works provision and:

(a) are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;

(b) are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1(a) of this Appendix 5 and where the member of the Contractor's and/or its Affiliates' is acting as a key sub-contractor under the agreement with the end recipient; or

(c) involve or could reasonably be considered to involve CNI;

1.2 provide the Relevant Authority with a copy of the latest version of each underlying contract worth more than five million pounds sterling (£5,000,000) per Contract Year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

SCHEDULE 26 – PREMISES[1]

Version	Date
V1.0	ITT Launch (13 September 2023)
V2.0	20 October 2023
V3.0	8 December 2023
V4.0	13 January 2025
V5.0	7 February 2025

[1] **Note to Bidders**: Learning environments will be inserted and lot specific information will be restricted to the relevant lot during contract finalisation.

1 LOT 1 - AVON AND SOUTH DORSET GROUP & DEVON AND NORTH DORSET GROUP

1.1. Lot 1 consists of the following Prisons:

(a) HMP Bristol, 19 Cambridge Road, Bishopston, Bristol, BS7 8PS;

(b) HMP Channings Wood, Denbury, Newton Abbot, Devon, TQ12 6DW;

(c) HMP Eastwood Park, Falfield, Wotton-Under-Edge, Gloucester, GL12 8DB;

(d) HMP Erlestoke, Erlestoke, Devizes, Wiltshire, SN10 5TU;

(e) HMP Exeter, 30 New North Road, Exeter, EX4 4EX;

(f) HMP Guys Marsh, Shaftesbury, Dorset, SP7 0AH;

(g) HMP Leyhill, Wotton-Under-Edge, Gloucester, GL12 8BT;

(h) HMP Portland, 104 The Grove, Easton, Portland, Dorset, DT5 1DL; and

(i) HMP The Verne, Verne Common Road, Portland, Dorset, DT5 1EQ.

1.2. Delivery of the prison library services, as set out in Schedule 2 (*Specification*), will currently only be the responsibility of the Contractor at the following prisons within this lot: Bristol, Channings Wood, Exeter, Guys Marsh, Portland and The Verne.

1.3. Education delivery spaces in each Prison will be set out below.

[REDACTED Section 40 of the FOIA: Personal Information]

SCHEDULE 27 – CONTRACTOR'S TENDER

[REDACTED Section 43 of the FOIA: Commercial Interests]