

**RESTRICTED**

A Contract for Double Glazed Units

Between

The Secretary of State for Justice

And

**Saint-Gobain Glass (United Kingdom) Ltd trading as  
Glassolutions Saint- Gobain**

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**This contract is dated:**

### **PARTIES:**

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

### **AND**

- (2) Saint-Gobain Glass (United Kingdom) Ltd trading as Glassolutions Saint- Gobain with registered company number 2442570 whose registered office is Saint-Gobain House, Binley Business Park, Coventry, CV3 2TT (the “**Supplier**”)

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

### **WHEREAS**

Following a competitive EU tender exercise the Authority wishes to appoint the Supplier to provide Double Glazed units and the Supplier agrees to provide those goods in accordance with these terms and conditions.

### **NOW IT IS HEREBY AGREED:**

## **A GENERAL**

### **A1 Definitions and Interpretation**

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

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

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

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

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

“**Authority Data**” means:

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

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

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

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

**“Baseline Security Requirements”** means the security requirements set out in annexe 1 of Schedule 6;

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

**“Breach of Security”** means an occurrence of:

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

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

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

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

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

**“Change in Law”** means any change in Law which affects the Goods or the delivery of the Goods which comes into force after the Commencement Date.

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

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

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

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

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“**Comparable Supply**” means the supply of goods to another customer of the Supplier which are the same or similar to any of the Goods.

“**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 and sensitive personal data within the meaning of the Data Protection Legislation. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E3;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

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

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

“**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.

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

“**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.

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

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

“**DOTAS**” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the

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Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

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

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

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

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

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

“**General Anti-Abuse Rule**” means:

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

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

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

“**Goods**” means any goods supplied by the Supplier (or by a Sub-Contractor) under the Contract as specified in Schedule 1 including any modified or alternative goods.

“**Government**” means Her Majesty’s government of the United Kingdom.

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

“**HMRC**” means HM Revenue & Customs.

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

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

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

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

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

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

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

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

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

“**Law**” means law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the Supplier is bound to comply.

“**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.

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

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

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses D1, E1, E2, E3, E9 or I4.

“**Month**” means calendar month.

“**NICs**” means National Insurance Contributions.

“**Occasion of Tax Non-Compliance**” means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

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- i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

**“Premises”** means the location where the Goods are to be supplied as set out in the Specification.

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

**“Prohibited Act”** means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - i) induce that person to perform improperly a relevant function or activity; or
  - ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
  - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
  - ii) under legislation or common law concerning fraudulent acts; or
  - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

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

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

**“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

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in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

**“Receipt”** means the physical or electronic arrival of the invoice at the address specified in clause C2.18 or at any other address given by the Authority to the Supplier for the submission of invoices from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

**“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 Goods to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Premises and the Quality Standards.

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

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“**Staff**” means all persons employed by the Supplier to perform its obligations under the Contract together with the Supplier’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

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

“**Supplier Software**” means software which is proprietary to the Supplier, including software which is or will be used by the Supplier to provide the Goods and which is set out in Schedule 5.

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

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

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

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

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

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

“**Third Party IP Claim**” has the meaning given to it in clause E7.5 (Intellectual Property Rights).

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

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

“**Valid Invoice**” means an invoice containing the information set out in clause C2.5.

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

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

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

*In the Contract, unless the context implies otherwise:*

- (a) the singular includes the plural and vice versa unless the context requires otherwise;
- (b) words importing the masculine include the feminine and the neuter;

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

### **A2 Authority Obligations**

Save as otherwise expressly provided, the Authority’s obligations under the Contract are the Authority’s obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation upon, or in any other way fetters or constrains, the Authority in any other capacity, and the exercise by the Authority of its duties and powers in any other capacity shall not lead to any liability (howsoever arising) on the part of the Authority to the Supplier.

### **A3 Supplier’s Status**

A3.1 The Supplier is an independent contractor and nothing in the Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Contract.

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

### **A4 Mistakes in Information**

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

### **A5 Term**

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- A5.1 The Contract starts on 20<sup>th</sup> October 2017 (the “**Commencement Date**”) and ends on 19<sup>th</sup> October 2020 (the “**End Date**”) unless it is terminated early or extended in accordance with the Contract.
- A5.2 The Authority may extend the term of the Contract until 19<sup>th</sup> October 2022 (“**Extension**”). The terms of the Contract will apply throughout the period of any Extension.

## **B. THE GOODS**

### **B1 Basis of the Contract**

- B1.1 In consideration of the Supplier supplying the Goods the Authority shall pay the Supplier the Price.
- B1.2 The terms and conditions contained in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **B2 Samples**

- B2.1 If requested by the Authority the Supplier shall provide the Authority with samples of Goods for evaluation and Approval.
- B2.2 The Supplier shall ensure that the Goods are fully compatible with any equipment to the extent specified in the Specification.
- B2.3 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Goods and the performance of the Supplier’s obligations under the Contract.

### **B3 Delivery**

- B3.1 Unless otherwise stated in the Specification, if the Goods are delivered by the Supplier, delivery is completed when the Goods are signed for by the Authority. If the Goods are collected by the Authority, the point of delivery is when the Goods are loaded on the Authority’s vehicle.
- B3.2 Except where otherwise provided in the Contract, delivery includes the unloading, stacking or installation of the Goods by the Staff or the Supplier’s suppliers or carriers at such place as the Authority or duly authorised person reasonably directs.
- B3.3 The Authority is deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause B4.7.
- B3.4 The issue by the Authority of a receipt note for delivery of the Goods does not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority’s acceptance of them.
- B3.5 Any access to the Premises and any labour and equipment provided by the Authority in connection with delivery is provided without acceptance by the Authority of any liability whatsoever to the extent permitted by law.
- B3.6 Where access to the Premises is necessary in connection with delivery or installation of the Goods, the Supplier and its Sub-Contractors shall at all times comply with the security requirements of the Authority.

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- B3.7 The Authority is under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- B3.8 The Authority is under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Authority elects not to accept such over-delivered Goods it shall give notice to the Supplier to remove them within 5 Working Days and to refund to the Authority any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Authority may dispose of such Goods and charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods remains with the Supplier unless they are accepted by the Authority.
- B3.9 Unless expressly agreed to the contrary, the Authority shall not accept delivery by instalments. If the Authority specifies or agrees to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Authority, entitle the Authority to terminate the whole of any unfulfilled part of the Contract without further liability to the Authority.
- B3.10 Timely supply of the Goods is of the essence of the Contract, including in relation to commencing the supply of the Goods within the time agreed or on a specified date. If the Supplier fails to deliver the Goods within the time promised or specified in the Specification, the Authority is released from any obligation to accept and pay for the Goods and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.
- B3.11 If, in delivering the Goods, the Supplier is required to visit Authority Premises which are prisons, the Supplier shall comply with Schedule 7.

### **B4 Quality**

- B4.1 The Supplier shall perform its obligations under the Contract:
- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
  - (b) in accordance with Good Industry Practice; and
  - (c) in compliance with all applicable Laws.
- B4.2 The Supplier shall ensure the Goods:
- (a) correspond with their description;
  - (b) conform with the Specification;
  - (c) conform, if applicable, with any sample which has been Approved;
  - (d) operate in accordance with the relevant technical specifications;
  - (e) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
  - (f) conform in all respects with all applicable Laws; and

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- (g) are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Authority.
- B4.3 The Authority may inspect and test the Goods at any time on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection and testing.
- B4.4 If, following such inspection or testing, the Authority considers that the Goods do not conform or are unlikely to conform with the Supplier's undertakings in clauses B4.1 and B4.2, the Authority may enforce one or more of its rights set out in clause B4.7.
- B4.5 Notwithstanding any inspection or testing, the Supplier remains fully responsible for the Goods and any inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Authority may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- B4.6 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Goods with those of the Authority and other contractors engaged by the Authority.
- B4.7 Pursuant to clause B4.4, the Authority may by notice to the Supplier:
- (a) reject any of the Goods;
  - (b) have the Goods promptly, free of charge and in any event within 5 Working Days, either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; and/or
  - (c) treat the Contract as discharged by the Supplier's breach and obtain a refund (if payment for the Goods has already been made) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining other goods in replacement.
- B4.8 Any Goods rejected or returned by the Authority as set out in clause B4.7 shall be returned to the Supplier at the Supplier's risk and expense.
- B4.9 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is specified, for a period of 18 months from the date of delivery. If the Authority within such period or within 25 Working Days thereafter gives notice to the Supplier of any defect in any of the Goods as may have arisen during such period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall elect) free of charge.
- B4.10 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

## **B5 Risk and Ownership**

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B5.1 Subject to clauses B4.4 and B4.5, risk in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1 (Contract Performance)), pass to the Authority on completion of delivery.

B5.2 Title in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1), pass to the Authority on completion of delivery (or payment, if earlier).

### **B6 Non-Delivery**

B6.1 On dispatch of any consignment of the Goods the Supplier shall send the Authority a note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.

B6.2 If the Goods are not delivered to the Authority on the agreed date for delivery (the "**Delivery Date**"), the Authority shall, within 10 Working Days of the Delivery Date, give notice to the Supplier that the Goods have not been delivered and may:

- (a) request the Supplier to deliver substitute Goods free of charge by a date specified by the Authority;
- (b) invoice the Supplier for a sum, by way of liquidated damages for each day that the Goods are not delivered after the Delivery Date until the date the Goods are delivered, which is equal to the percentage of the Price set out in the Specification ("**Liquidated Damages**"); or
- (c) terminate the Contract with immediate effect.

B6.3 The Parties acknowledge and confirm that the calculation of Liquidated Damages represents a genuine pre-estimate of loss.

B6.4 If the Supplier pays a Liquidated Damages invoice pursuant to clause B6.2(b), the Authority shall not enforce any other remedy for any loss or damages incurred by the Authority in respect of the same failure to deliver the Goods by the Delivery Date.

### **B7 Labelling and Packaging**

B7.1 The Supplier shall ensure that the Goods are labelled and packaged in accordance with the Contract.

B7.2 The Supplier shall comply with the Packaging & Packaging Waste Directive (94/62/EC), implemented in the UK by the Packaging (Essential Requirements) Regulations 2015 (SI 2015/1640). The container in which the Goods are held shall be labelled with the Supplier's name, the net, gross and tare weights, and contain a description of its contents. All containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

B7.3 The Supplier shall remove and dispose of all packaging materials from the Premises within the period specified by the Authority and at no cost to the Authority.

B7.4 If no period for collection and disposal is specified by the Authority, the Supplier shall collect the packaging from the Premises no later than 10 Working Days from the date of delivery of the Goods. The Authority may dispose of any packaging materials which have not been collected by the Supplier within those 10 Working Days or such other period specified by the Authority for collection. The Supplier is responsible for the payment of any

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costs incurred by the Authority in connection with its collection and disposal of that packaging material.

B7.5 The Supplier shall:

- (a) use packaging capable of easy recovery for further use or recycling. Packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile);
- (b) reuse the packaging and, where reuse is not practicable, recycle the materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging, where these fulfil other packaging specifications;
- (c) make maximum use of materials taken from renewable sources, if recycled materials are not suitable or not readily available;
- (d) review packaging specifications periodically to ensure that no unnecessary limitations on the use of recycled materials exist; and
- (e) if requested, provide the Authority with a description of the product packaging and evidence to satisfy the Authority that it is reusing, recycling and reviewing its use of packaging. The evidence should provide proof of compliance with BS EN 13430 on recyclability or BS EN 13429 on reusability, or equivalent.

### **B8 Training**

If included in the Specification, the Price includes the cost of instruction of the Authority's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements detailed in the Specification.

### **B9 Equipment**

- B9.1 The Supplier shall provide all the Equipment and resource necessary for the supply of the Goods.
- B9.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises without Approval.
- B9.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B9.4 Equipment brought onto the Premises remains the property of the Supplier.
- B9.5 If the cost of any Equipment is reimbursed to the Supplier such Equipment shall be the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of delivery of the Goods.
- B9.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition.

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B9.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:

- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
- (b) replace such item with a suitable substitute item of Equipment.

B9.8 Within 20 Working Days of the end of the Term, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Goods and shall leave the Premises in a clean, safe and tidy condition. The Supplier shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Supplier or Staff.

### **B10 Staff**

B10.1 The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

B10.2 The Authority shall maintain the security of the Authority's Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008, available to the Supplier on request. The Supplier shall comply with all security requirements of the Authority while on the Authority's Premises, and ensure that all Staff comply with such requirements.

B10.3 The Authority may search any persons or vehicles engaged or used by the Supplier at the Authority's Premises.

B10.4 The Supplier shall not, and shall procure that all Staff shall not, take photographs on the Authority's Premises without Approval.

B10.5 At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B10.6 The Supplier shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

B10.7 The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:

- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and

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- (b) provide documents, records or other material in whatever form which the Authority may reasonably request or which may be requested on the Authority's behalf, for the purposes of an investigation.

B10.8 The Supplier shall comply with PSI 10/2012 as amended from time to time and available from the Authority on request.

### **B11 Due Diligence**

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

### **B12 Licence to Occupy**

B12.1 Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract are on a non-exclusive licence basis free of charge and are used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier has the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.

B12.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Supplier 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.

B12.3 If the Supplier requires modifications to the Authority's Premises such modifications are subject to Approval and shall be carried out by the Authority at the Supplier's cost. The Authority shall undertake Approved modification work without undue delay.

B12.4 The Supplier shall (and shall ensure that any Staff on the Authority's 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's Premises as determined by the Authority.

B12.5 The Contract does not create a tenancy of any nature in favour of the Supplier or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

### **B13 Property**

B13.1 All Property is and remains the property of the Authority and the Supplier irrevocably licenses the Authority and its agents to enter any Premises of the Supplier during normal business hours on reasonable notice to recover any such Property.

B13.2 The Supplier does not have a lien or any other interest on the Property and the Supplier at all times possesses the Property as fiduciary agent and bailee of the Authority. The Supplier shall take all reasonable steps to ensure that the title of the Authority to the Property 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 separately and ensure that it is clearly identifiable as belonging to the Authority.

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- B13.3 The Property is deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within 5 Working Days of receipt.
- B13.4 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- B13.5 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Goods, in accordance with the Authority's reasonable security requirements as required from time to time.
- B13.6 The Supplier is liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

### **B14 Offers of Employment**

- B14.1 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 Goods while such persons are employed or engaged and for a period of 6 Months thereafter.
- B14.2 If either Party breaches the clause B14.1, it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person's employment.
- B14.3 The Parties agree that the sum specified in clause B14.2 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 B14.1

## **C PAYMENT**

### **C1 Price**

In consideration of the Supplier's performance of its obligations under the Contract, the Authority shall pay the Price in accordance with clause C2.

### **C2 Payment and VAT**

- C2.1 The Supplier shall submit invoices to the Authority on the dates set out in Schedule 2.
- C2.2 The Authority shall, in addition to the Price and following Receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Goods supplied in accordance with the Contract.
- C2.3 The Supplier shall add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Supplier any additional VAT.
- C2.4 All Supplier invoices shall be expressed in sterling or any other currency which is Approved.
- C2.5 A Valid Invoice is an invoice which includes:

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- (a) the Supplier's full name, address and title of the Contract;
  - (b) a description and quantity of the Goods delivered including batch numbers; and
  - (c) the Purchase Order number.
- C2.6 The Authority shall not pay the Supplier's overhead costs unless Approved and overhead costs include, without limitation: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Goods.
- C2.7 If Schedule 2 expressly provides that the Authority may be charged for plant which is on standby then if plant was waiting to be transferred between Premises or if the Authority has instructed that the plant is retained on the Premises then a standby charge of 60% of agreed rates may be made in respect of such relevant periods if supported by timesheets.
- C2.8 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff were available (unless the standby is because the Supplier is awaiting licensing of the Premises on the Authority's instructions).
- C2.9 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2 and/or H3 and the Supplier shall mitigate such costs as far as is reasonably possible, for example, by reutilising Staff, plant, materials and services on other contracts.
- C2.10 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and Approved.
- C2.11 If the Authority pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.
- C2.12 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C2.
- C2.13 The Authority shall pay all sums due to the Supplier within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:
- As per details included on the Authority's purchase order
- C2.14 Any late payment of undisputed invoices by the Authority will be subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank.
- C2.15 The Supplier shall 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.
- C2.16 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under

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this clause C2.16 shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

C2.17 The Supplier shall not suspend delivery of the Goods unless the Supplier is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.

C2.18 The Authority shall not pay an invoice which is not a Valid Invoice.

### **C3 Recovery of Sums Due**

C3.1 If under the Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority under the Contract or under any other agreement with the Authority or the Crown.

C3.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

### **C4 Price During Extension**

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

## **D. STATUTORY OBLIGATIONS**

### **D1 Fraud and Bribery**

D1.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

D1.2 The Supplier shall not during the Term:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any

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of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

D1.3 The Supplier shall, during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause D1.3(a) and make such records available to the Authority on request.

D1.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, 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.

D1.5 If the Supplier notifies the Authority pursuant to clause D1.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.

D1.6 If the Supplier is in Default under clauses D1.1 and/or D1.2, the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

D1.7 Any notice served by the Authority under clause D1.6 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).

## **D2 Equality**

D2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
  - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);

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- ii) the Authority's equality and diversity policy as given to the Supplier from time to time;
  - iii) any other requirements and instructions which the Authority reasonably imposes in connection with 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).

### D3 Health and Safety

D3.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's health and safety policy while at the Authority's Premises.

D3.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

### D4 Modern Slavery Act

D4.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

- (a) all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 ("**Slavery Act**"); and
- (b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

D4.2 The Supplier shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- (c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (d) maintain a complete set of records to trace the supply chain of all Goods provided to the Authority in connection with the Contract; and
- (e) implement a system of training for its employees to ensure compliance with the Slavery Act.

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- D4.3 The Supplier represents, warrants and undertakes on an ongoing basis during the Term that:
- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including, the Slavery Act 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;
  - (c) neither the Supplier nor any of its Staff or any other persons associated with it:
    - i) has been convicted of any offence involving slavery and trafficking; or
    - ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence in connection with slavery and trafficking.
- D4.4 The Supplier shall notify the Authority as soon as it becomes aware of:
- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
  - (b) any actual or suspected slavery or trafficking in a supply chain which is connected with the Contract.
- D4.5 If the Supplier notifies the Authority pursuant to clause D4.4, 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.
- D4.6 If the Supplier is in Default under clauses D4.2 or D4.3 the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Staff or other persons associated with it whose acts or omissions have caused the Default; or
  - (b) immediately terminate the Contract.

## **E PROTECTION OF INFORMATION**

### **E1 Authority Data**

- E1.1 The Supplier shall:
- (a) not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise Approved;
  - (b) preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
  - (c) not delete or remove any proprietary notices contained within or relating to the Authority Data;

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

E1.3 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

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

## **E2 Official Secrets Acts and Finance Act**

E2.1 The Supplier shall comply with:

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

## **E3 Confidential Information**

E3.1 Except to the extent set out in this clause E3 or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

E3.2 The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.

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- E3.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause E3.3.
- E3.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.
- E3.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in supplying the Goods 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.
- E3.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.
- E3.7 Clause E3.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
  - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - (c) such information was obtained from a third party without obligation of confidentiality;
  - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
  - (e) it is independently developed without access to the other Party's Confidential Information.
- E3.8 Nothing in clause E3.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:
- (a) for the purpose of the examination and certification of the Authority's accounts;
  - (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
  - (c) to Parliament and Parliamentary committees;
  - (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
  - (e) to any consultant, contractor or other person engaged by the Authority

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provided that in disclosing information under clauses E3.8 (d) and (e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- E3.9 Nothing in clauses E3.1 to E3.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- E3.10 The Authority shall use reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause E3.6 is made aware of the Authority's obligations of confidentiality.
- E3.11 If the Supplier does not comply with clauses E3.1 to E3.8 the Authority may terminate the Contract immediately on notice.
- E3.12 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Goods, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- E3.13 The Supplier shall:
- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Goods and will keep a record of such breaches;
  - (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
  - (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
  - (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause E3.12.

## **E4 Freedom of Information**

- E4.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- E4.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:
- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
  - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and

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

E4.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

### **E5 Publicity, Media and Official Enquiries**

E5.1 Without prejudice to the Authority's obligations under the FOIA, the EIR or any obligations under the Regulations or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, without the written consent of the other Party.

E5.2 The Supplier shall use reasonable endeavours to ensure that its Staff, professional advisors and consultants comply with clause E5.1.

### **E6 Security**

E6.1 The Authority may give the Supplier upon request copies of its written security procedures.

E6.2 The Supplier shall, as an enduring obligation during the Term, use the latest versions of anti-virus programs available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

E6.3 Notwithstanding clause E6.2, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any losses and to restore the supply of Goods to their desired operating efficiency.

E6.4 Any cost arising out of the actions of the Parties taken in compliance with clause E6.3 shall be borne by the Parties as follows:

- (a) by the Supplier where the Malicious Software originates from the Supplier Software, the Third-Party Software or the Authority Data (whilst the Authority Data was under the control of the Supplier); and
- (b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

### **E7 Intellectual Property Rights**

E7.1 All Intellectual Property Rights in:

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

shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Supplier shall not, and shall ensure that the Staff shall not,

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use or disclose any IP Materials without Approval save to the extent necessary for performance by the Supplier of its obligations under the Contract.

E7.2 The Supplier hereby assigns:

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

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

E7.3 The Supplier shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to supply the Goods grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Goods; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E7.3, except to the extent that any such claim results directly from:
  - i) items or materials based upon designs supplied by the Authority; or
  - ii) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Contract.

E7.4 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.

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- E7.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Contract ("**Third Party IP Claim**"), provided that the Supplier shall at all times:
- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
  - (b) take due and proper account of the interests of the Authority; and
  - (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).
- E7.6 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause E8.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E7.3 (d) i) and ii).
- E7.7 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.
- E7.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E7.3 (b) and G2.1 (g)) use its best endeavours to:
- (a) modify any or all of the Goods without reducing the performance or functionality of the same, or substitute alternative goods of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
  - (b) procure a licence to use the Intellectual Property Rights and supply the Goods which are the subject of the alleged infringement, on terms which are acceptable to the Authority
- and if the Supplier is unable to comply with clauses E7.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Contract immediately by notice to the Supplier.
- E7.9 The Supplier grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Goods).

## **E8 Audit**

- E8.1 The Supplier shall:
- (a) keep and maintain until 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including

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

### **E9 Tax Compliance**

E9.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

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

E9.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

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

## **F. CONTROL OF THE CONTRACT**

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### F1 Contract Performance

- F1.1 The Supplier shall immediately inform the Authority if any of the Goods are not being or are unable to be supplied, the reasons for non-supply, any corrective action and the date by which that action will be completed.
- F1.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter, the Authority may carry out a review of the performance of the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):
- a) the Supplier's delivery of the Goods;
  - b) the Supplier's contribution to innovation in the Authority; whether the Goods provide the Authority with best value for money; consideration of any changes which may need to be made to the Goods;
  - c) a review of future requirements in relation to the Goods; and
  - d) progress against key milestones.
- F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.
- F1.4 The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Goods and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Supplier's obligations under the Contract.
- F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.
- F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.
- F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

### F2 Remedies

- F2.1 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
- (a) without terminating the Contract, procure the supply of all or part of the Goods until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier can supply the Goods in accordance with the Specification;

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- (b) without terminating the whole of the Contract, terminate the Contract in respect of some of the Goods only (whereupon a corresponding reduction in the Price shall be made) and thereafter procure a third party to supply those Goods;
- (c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (d) terminate the Contract in accordance with clause H2.

F2.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Goods by a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for those Goods.

F2.3 If the Authority reasonably believes the Supplier has failed to supply all or some of the Goods in accordance with the Contract, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.

F2.4 If the Supplier has been notified of a failure in accordance with clause F2.3 the Authority may:

- (a) direct the Supplier to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
- (b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

F2.5 If the Supplier has been notified of a failure in accordance with clause F2.3, it shall:

- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
- (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F2.5 and the progress of those measures until resolved to the satisfaction of the Authority.

F2.6 If, having been notified of any failure, the Supplier does not remedy it in accordance with clause F2.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Supplier.

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### F3 Transfer and Sub-Contracting

- F3.1 Except where both clauses F3.6 and F3.7 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract does not relieve the Supplier of any of its obligations or duties under the Contract.
- F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Goods fully in accordance with the Contract.
- F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Goods for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause E9 (Audit). If any Sub-Contractor does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.
- F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:
- (a) the Sub-Contract contains a right for the Supplier to terminate the Sub-Contract if the relevant Sub-Contractor does not comply with its legal obligations in environmental, social or labour law;
  - (b) the Sub-Contractor includes a provision having the same effect as set out in clause F3.4 (a) in any Sub-Contract which it awards; and
  - (c) copies of each Sub-Contract are sent to the Authority immediately after their execution.
- F3.5 If the Authority believes there are:
- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
  - (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.
- F3.6 Notwithstanding clause F3.1, the Supplier may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C2 (Payment and VAT)). Any assignment under this clause F3.6 is subject to:
- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
  - (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
  - (c) the Authority receiving notification under both clauses F3.7 and F3.8.

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- F3.7 If the Supplier assigns the right to receive the Price under clause F3.6, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F3.8 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority can make payment.
- F3.9 Clause C2 continues to apply in all other respects after the assignment and shall not be amended without Approval.
- F3.10 Subject to clause F3.11, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority;
  - (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
  - (c) any private sector body which substantially performs the functions of the Authority
- provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.
- F3.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F3.12, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.
- F3.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F3.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):
- (a) the rights of termination of the Authority in clauses H1 and H2 are available to the Supplier in respect of the Transferee; and
  - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.
- F3.13 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- F3.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Contract.

## F4 Change

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- F4.1 If, after the Commencement Date, the Authority's requirements change, the Authority may request a Change subject to the terms of this clause F4.
- F4.2 The Authority may request a Change by notifying the Supplier in writing of the Change and giving the Supplier sufficient information to assess the extent of the Change and consider whether any change to the Price is required in order to implement the Change within a reasonable time limit specified by the Authority. If the Supplier accepts the Change it shall confirm it in writing.
- F4.3 If the Supplier is unable to accept the Change or where the Parties are unable to agree a change to the Price, the Authority may:
- (a) allow the Supplier to fulfil its obligations under the Contract without the Change; or
  - (b) terminate the Contract immediately except where the Supplier has already delivered all or some of the Goods or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).
- F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.
- F4.5 The Supplier is deemed to warrant and represent that the CNN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.
- F4.6 Clauses F4.4 and F4.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

## **G LIABILITIES**

### **G1 Liability, Indemnity and Insurance**

- G1.1 Neither Party limits its liability for:
- (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - (d) any breach of clauses D1, E1, E3;
  - (e) any breach of Schedule 6; or
  - (f) any liability to the extent it cannot be limited or excluded by Law.
- G1.2 Subject to clauses G1.3 and G1.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or

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purported supply, of the Goods or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly by any act or omission of the Supplier.

- G1.3 Subject to clause G1.1 the Supplier's aggregate liability in respect of the Contract does not exceed £5 Million.
- G1.4 Subject to clause G1.1 the Authority's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract.
- G1.5 The Supplier is not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.
- G1.6 The Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise as a result of a Default by the Supplier:
- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
  - (b) any wasted expenditure or charges;
  - (c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;
  - (d) any compensation or interest paid to a third party by the Authority; and
  - (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.
- G1.7 Subject to clauses G1.1 and G1.6, neither Party is liable to the other for any:
- (a) loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect); or
  - (b) indirect, special or consequential loss.
- G1.8 Unless otherwise specified by the Authority, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract including:
- (a) if required by the Authority, appropriate, professional indemnity insurance in the sum of not less than £REDACTED for any advice given by the Supplier to the Authority;
  - (b) cover for death or personal injury, loss of or damage to property or any other loss; and

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

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

- G1.9 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- G1.10 If the Supplier does not have and maintain the insurances required by the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- G1.11 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- G1.12 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

## **G2 Warranties and Representations**

- G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:
- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
  - (b) in entering the Contract it has not committed any fraud;
  - (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
  - (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
  - (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
  - (f) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
  - (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

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- (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Contract:
  - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
  - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
  - iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

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

## H DEFAULT, DISRUPTION AND TERMINATION

### H1 Insolvency and Change of Control

- H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:
- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
  - (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
  - (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
  - (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
  - (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;

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- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
  - (g) being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
  - (h) any event similar to those listed in H1.1 (a)-(g) occurs under the law of any other jurisdiction.
- H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:
- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier’s creditors;
  - (b) a petition is presented and not dismissed within 14 days or order made for the Supplier’s bankruptcy;
  - (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
  - (d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
  - (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier’s assets and such attachment or process is not discharged within 14 days;
  - (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
  - (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
  - (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.
- H1.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 (“**Change of Control**”). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier within 6 Months of:
- (a) being notified that a Change of Control has occurred; or
  - (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control
- but is not permitted to terminate where Approval was granted prior to the Change of Control.

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

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (c) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (e) any of the following occurs in relation to any of its partners:
  - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
  - (ii) a petition is presented for his bankruptcy; or
  - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (f) any event similar to those listed in clauses H1.4 (a) to (e) occurs under the law of any other jurisdiction

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

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

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(h) any event similar to those listed in clauses H1.5 (a) to (g) occurs under the law of any other jurisdiction.

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

### **H2 Default**

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:

- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 or to a Force Majeure Event.

### **H3 Termination on Notice**

The Authority may terminate the Contract at any time by giving 90 days notice to the Supplier.

### **H4 Other Grounds**

H4.1 The Authority may terminate the Contract if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Supplier was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract;
- (c) the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or
- (d) the Supplier has not, in supplying the Goods, complied with its legal obligations in respect of environmental, social or labour law.

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### **H5 Consequences of Expiry or Termination**

- H5.1 If the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Goods the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.
- H5.2 If the Contract is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Goods supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.
- H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Goods supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.
- H5.4 Save as otherwise expressly provided in the Contract:
- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
  - (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Fraud and Bribery), E2 (Official Secrets Acts and Finance Act), E3 (Confidential Information), E4 (Freedom of Information), E7 (Intellectual Property Rights), E8 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), and I12 (Governing Law and Jurisdiction).

### **H6 Disruption**

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

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### **H7 Recovery**

- H7.1 On termination of the Contract for any reason, the Supplier shall at its cost:
- (a) immediately return to the Authority all Confidential Information and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Goods;
  - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
  - (c) immediately vacate any Authority Premises occupied by the Supplier;
  - (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Goods to the Replacement Supplier; and
  - (e) promptly provide all information concerning the supply of the Goods reasonably requested by the Authority for the purposes of adequately understanding the manner in which the Goods have been provided and/or for the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.
- H7.2 If the Supplier does not comply with clauses H7.1 (a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

### **H8 Retendering and Handover**

- H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future supply of the Goods.
- H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future supply of the Goods.
- H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.
- H8.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H8.1.
- H8.5 The Supplier shall allow access to the Premises in the presence of an authorised representative, to any person representing any potential provider whom the Authority has selected to tender for the future supply of the Goods.
- H8.6 If access is required to the Supplier's Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days' notice of a proposed visit and a list of all persons

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who will be visiting. Their attendance is subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.

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

H8.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the supply of the Goods. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

### **H9 Exit Management**

H9.1 On termination of the Contract the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H9.2 to H9.5.

H9.2 If the Authority requires a continuation of supply of the Goods on expiry or termination of the Contract, by engaging a third party to supply them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of supply without disruption to routine operational requirements.

H9.3 The following commercial approach shall apply to the transfer of the supply of Goods if the Supplier:

- (a) does not have to use resources in addition to those normally used to deliver the Goods prior to termination or expiry, there shall be no change to the Price; or
- (b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier's rates either set out in Schedule 2 or forming the basis for the Price.

H9.4 When requested to do so by the Authority, the Supplier shall deliver to the Authority details of all licences for software used in supplying the Goods including the software licence agreements.

H9.5 Within one Month of receiving the software licence information described in clause H9.4, the Authority shall notify the Supplier of the licences it wishes to be transferred and the Supplier shall provide for the approval of the Authority a plan for licence transfer.

### **H10 Knowledge Retention**

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

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### I GENERAL

#### I1 Dispute Resolution

- 11.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.
- 11.2 Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 11.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.
- 11.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.
- 11.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
  - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
  - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
  - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
  - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
  - (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I1.6.

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11.6 Subject to clause I1.2, 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 Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7;
- (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7; and
- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I1.7, to which the Authority may consent as it sees fit.

11.7 If any arbitration proceedings are commenced pursuant to clause I1.6:

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
  - (i) that the dispute is referred to arbitration; and
  - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I1.7 (b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause 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

12.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

12.2 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.

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- 12.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause 12 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated but the Supplier has failed to do so; and/or
  - (b) should have been foreseen and prevented or avoided by a prudent provider of goods similar to the Goods, operating to the standards required by the Contract.
- 12.4 Subject to clause 12.5, 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 supply of the Goods affected by the Force Majeure Event.
- 12.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 12.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
    - i) the other Party is not entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
    - ii) neither Party is liable for any Default arising as a result of such failure;
  - (b) the Supplier fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Goods (or some of the Goods) continue to be supplied in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.
- 12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- 12.8 Relief from liability for the Affected Party under this clause 12 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause 12.7.

### **13 Notices and Communications**

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

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

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

13.3 Notices pursuant to clauses I2 (Force Majeure), I1 (Dispute Resolution) or to terminate the Contract or any part of the supply of Goods are valid only if served in a letter by hand, recorded delivery or special delivery.

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

- (a) For the Authority:

Contact Name : REDACTED

Email:

- (b) For the Supplier:

Contact Name: REDACTED

Address:

Email:

## 14 Conflicts of Interest

14.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.

14.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions of the Authority pursuant to this clause I4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

## 15 Rights of Third Parties

15.1 Clause E7.3 confers benefits on persons named in it ("**Third Party Provisions**" and each person a "**Third Party Beneficiary**") other than the Parties which are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").

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- 15.2 Subject to clause I5.1, a person who is not a Party has no right under the CRTPA to enforce the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- 15.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.
- 15.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

### **I6 Remedies Cumulative**

Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

### **I7 Waiver**

- 17.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.
- 17.2 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).
- 17.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

### **I8 Severability**

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

### **I9 Entire Agreement**

The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein and 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**

- 110.1 The Supplier is neither relieved of its obligations to supply the Goods in accordance with the terms and conditions of the Contract nor entitled to an increase in the Price as the result of:
- (a) a General Change in Law; or

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- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Goods is reasonably foreseeable at the Commencement Date.

I10.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause I10.1(b)), the Supplier shall:

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

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

### **I11 Counterparts**

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

### **I12 Governing Law and Jurisdiction**

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

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## 1. INTRODUCTION

### 1.1. Background

Under the National Offender Management Service (NOMS) organisation, Public Sector Prison Industries (PSPI) have the responsibility to provide essential employment places for prisoners and opportunities for them to gain skills, qualifications and work experience to improve their employment prospects upon release with the overall aim of reducing re-offending.

PSPI manage industries in 95 prisons in England and Wales, including some private sector prisons, and currently operate 465 workshops employing 1056 staff and around 11,500 prisoners and detainees. Our main industries include:

- 64 **Textile workshops**, employing approximately 1900 prisoners on a daily basis producing clothing and textile products for the prison population.
- 47 commercial **Horticultural units** employing over 1000 offenders currently grow produce for use within prison kitchens.
- 17 **Engineering and Windows** work-shops employing over 500 prisoners. Manufacturing products for the internal market, MOD and commercial companies, disciplines include: welding and fabrication, sheet metal, CNC machining and powder painting in our engineering workshops and in our windows manufacturing cell windows, telephone boxes, tilt and turn windows, anti-finger trap doors, amongst other products. Powder painting workshops are currently at HMP Bure, Coldingley, Featherstone, Ranby, Stoke Heath and Wymott
- 6 **plastics** workshops with 29 Machines producing a range of CES products for internal use and work for commercial customers
- 11 **print production workshops** producing printed documents for NOMS, The MOJ, HMCTS and other Government departments
- 18 **woodwork** shops employing over 700 prisoners. We produce work for internal market, other government departments and commercial customers; including cell furniture, packaging crates and hotel refurbishments

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- **13 Food Packing Services** workshops producing daily breakfast and beverage packs for 55,000 prisoners
- Prison Industries continue to support **other Government Departments** by using offender labour to manufacture over £3million pounds worth of goods annually.

PSPI continue to develop their commercial offering to the market and have seen a continuing upward growth in work carried out for the Ministry of Defence and future opportunities for PSPI to provide additional work as part of the new build prisons. The success of these raw material contracts is therefore business critical.

### Purpose

- 1.2 This document is a specification for the Supply of Double Glazed Units for Prison Industries. The information contained within this document forms the basis of the criteria against which the supplier performance will be measured.

## 2. SCOPE OF REQUIREMENTS

### 2.1. Description

- 2.1.1. This provision relates to Double Glazed Units in various types and sizes being provided via a contract between the Supplier and the Ministry of Justice for an initial period of 3 years with the option to extend for a further period of 24 months.
- 2.1.2. The Supplier will be required to manufacture, and deliver as requested across the prison estate as a minimum the range of Double Glazed Units outlined in this document. The Authority provides no guarantees of volumes, monetary commitment or future requirements whatsoever, all quantities provided within this document are historical usage figures over the last two years and are provided for illustration purposes only.
- 2.1.3. The supplier must provide information on all related products they are able to supply in addition to those products listed in this document. To ensure the Authority can meet a range of customer requirements, the Supplier shall provide a flexible approach to the addition/removal of products to the range stated within this document, any products added shall be priced in accordance to those in the original range.

### Bidder Response

#### Standard Lead Times: Coventry

GLASS / DGU TYPE	no: of days	CUT OFF TIME
Standard	4	Midday
Leads/Georgians/Shapes	5	
Triple glazed	5	
Dec specs	7	
Emalit singles	8	

## RESTRICTED

<b>Emailit units</b>	<b>8</b>	
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Remakes: next available delivery if received by midday, for standard units.

Other units (i.e. not standard annealed/toughened/laminate) may be longer – the customer will be advised at point of order

- 2.1.4. The Supplier shall be required at all times to fulfil orders placed by the Authority within the agreed lead-times contained within this document.

### **Bidder Response**

We have the full range of products currently required.

We have sufficient stocks of these products in several branches.

All personnel are in place including accounts, customer service, order entry, production and transport.

All drivers are aware of the requirements of deliveries to a number of current existing sites.

As such we are able to continue the current supply status unaffected.

- 2.1.5. The Supplier is obligated to ensure that contingency arrangements are in place for alternative supply should the Supplier find they are unable to meet the requirements of the Contract within the relevant lead-times. Where a sub-contractor is used, the Supplier is obliged to ensure the products meet the Authority's requirements as detailed in this document.

### **Bidder Response**

We have 4 sealed unit factories within Glassolutions, namely Motherwell (nr Glasgow), Coventry, Peterborough and Canterbury. Each of these work to the same WCM (World Class Manufacturing) principles to ensure product manufacture is done the same way in each of the branches.

If we had a problem at one of the factories we could transfer order entry, telephones and even production to one of the other branches.

Indeed if key personnel were unable at one branch (e.g. factory manager, customer services manager etc) then other branches would be available.

- 2.1.6. The Contract is for use as per Contract Notice Published in the Official Journal of the European Union.
- 2.1.7. The Supplier shall utilise their specialist knowledge of Associated Product developments and innovation in the market sector and the market place for raw materials to help the authority identify areas for cashable cost savings, and offer improvements or alternative products, which may enhance performance, improve delivery or offer financial savings.
- 2.1.8. The Supplier shall provide a telephone and e-mail customer contact point during office hours (between 8.30am-5.00pm, Monday – Friday) to allow the authority access to general enquiries, product information, expediting orders, report discrepancies, arrange collections and raise a complaint. Contact service form part of the Contract and are to be provided free

## RESTRICTED

of charge. **Contractors Helpdesk details and contact points shall be inserted into the final contract.**

### Bidder Response

Glassolutions Coventry Orders:		REDACTED	
Estimating / Enquiries:			
Position	Name	Telephone	Email
			i
Fax # :			
<b>For More Information and to See More of What Glassolutions can do Please Visit: <a href="http://www.glassolutions.co.uk">www.glassolutions.co.uk</a></b>			

### 3. PRODUCTS

#### 3.1 Description

3.1.1 The Authority requires Double Glazed Units sheet to be supplied for use in workshops at HMP Hewell, HMP Coldingley, HMP The Mount and HMP Wymott. These workshops manufacture aluminium windows, doors and roof systems and lightweight single glazed aluminium framed greenhouses, and other specialist items used in the Prison Estate such as cell windows, observation boxes, telephone boxes, bike shelters, shower screens, internal office partitioning, closed visit rooms, bottom hung opening in windows, and in-cell mirrors.

3.1.2 All Double Glazed Units (listed in 3.1.8) must meet all relevant standards and legislation (or any revision of these during the contract period) including but not limited to the following:-

- Standards. BS952: 1995 Glass for glazing.
  - o Part 1: 1995 Classification.
  - o Part 2: 1980 Terminology for work on glass.

## RESTRICTED

- BS EN 572-1:2012+A1:2016 Glass in Building- Basic soda lime silicate glass products.
- BS EN 572-2:2012 Float glass- Glass for glazing.
- BS 6262-2:2005 Glazing for Buildings code of practice for energy, light and sound.
- BS 6262-3:2005 Glazing for Buildings code of practice for fire, security and wind loadings.
- BS 6262-4:2005 Glazing for Buildings. Safety related to human impact.
- BS EN 356:2000 Glass in Building. Security glazing. Testing and classification of resistance against annual attack.
- BS EN 673:2011 Glass in Building. Determination of Thermal Transmittance (U-Value). Calculation method.
- BS EN 1063:2000 Glass in Building. Security glazing. Testing and classification of resistance against bullet attack.
- BS EN 12600:2002 Pendulum test - impact test method for flat glass and classification.
- All double glazed units requested must comply with Building Regs part K and L.

The Ministry of Justice currently uses a thermally broken aluminium window and door system. All U values are to be calculated for the centre pane of the glass and should not exceed 1.3. All U values are to be calculated in accordance with EN673.

### Processed Glass

- EN 12150 – 2: Glass in building. Thermally toughened soda lime silicate safety glass. Evaluation of conformity/product standard
- EN 1096 – 4: Glass in building. Coated glass. Evaluation of conformity/Product standard
- EN 1863 – 2: Glass in building. Heat strengthened soda lime silicate glass. Evaluation of conformity. Product standard
- EN 14179 – 2: Glass in building. Heat-soaked thermally-toughened soda lime silicate safety glass. Evaluation of conformity/product standard
- EN 14449: Glass in building. Laminated glass and laminated safety glass. Evaluation of conformity/product standard

### Insulated Glass Units (IGU's)

- EN 1279 – 5: Glass in building. Insulating glass units. Evaluation of conformity

### Windows and Doors

- EN 14351 – 1: Windows and doors. Product standard, performance characteristics. Windows and external pedestrian doorsets without resistance to fire and/or smoke leakage characteristics

### Bidder Response

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- 3.1.3 All goods shall be supplied with relevant certification, technical data sheets (where applicable) and two part identification labels are to be placed on each glass product with a peel-able identification strip containing: size in mm, customer name, job number, purchase

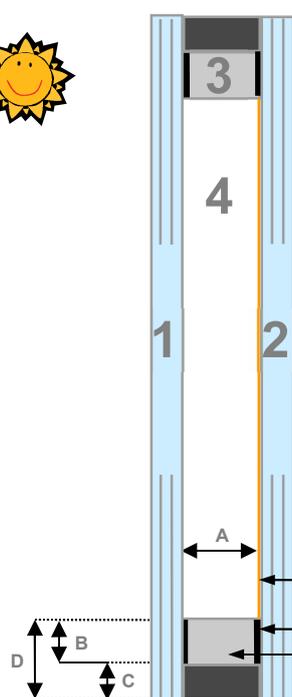
## RESTRICTED

order number, supplier name. This will enable the peel-able part to be placed on the edge of the glass unit for ease in identification.

### Bidder Response

Trade Membership – Exova BM Trada – Q-Mark Certification provided

- 3.1.4 The Authority may, at its discretion, remove product lines or selections of products listed in this document over the life of the Contract. The supplier shall provide a minimum of 3 month's notice when a product is to be discontinued, substitute products shall not be provided without prior agreement with the Authority, if approved they shall be provided at the contract price or lower if the product is of a lower standard.
- 3.1.5 The Authority may, at its discretion, add product lines or selections of products over the life of the Contract. Where items are to be added, these shall be priced in accordance to those in the original range.
- 3.1.6 The Authority will provide prior notice when a special product or is required and lead times will be agreed between both parties.
- 3.1.7 **Product Specification**  
The following specification is for the products currently used and includes trade names of the current supplier, we appreciate you will have your own trade names therefore you are required to provide details in the same format of the products you provide that are equivalent in terms of quality and meeting the same legislative requirements.



#### Legend:

- 1: Outer glass pane (SGG PLANICLEAR / SGG DIAMANT)
- 2: Inner glass pane (SGG PLANITHERM® TOTAL+)
- 3: Spacer bar (aluminium or SGG SWISSPACER® U warm edge spacer bar – see separate summary documents giving SGG SWISSPACER® U data and technical drawings )
- 4: Air / argon gas fill cavity (90% to BS EN1279-3)
- A: Cavity width (16mm or 20mm)
- B: 6.5mm spacer bar height
- C: 16/18/20mm X 3mm polyurethane/polysulphide secondary sealant depth
- D: 9.5mm overall site line
- E: 0.05 surface emissivity of SGG PLANITHERM® TOTAL+ coating
- F: 0.25mm X 4mm Polyisobutylene primary sealant (to both edges of the spacer bar)
- G: Molecular sieve desiccant with 0.1 Psi value (hEN10077-2)

The following table shows the current units we use please provide a table the same using your products

## RESTRICTED

		Centre Pane U-Value	g-Value	Rw(C:Ctr)
4mm Planiclear - 16mm - 4mm Planitherm Total+	Air	1.43	0.72	31(-1;-4)
	90% Argon	1.2	0.73	30(-1;-5)
4mm Planiclear - 20mm - 4mm Planitherm Total+	Air	1.46	0.72	31(-1;-4)
	90% Argon	1.22	0.73	30(-1;-5)
4mm Low Iron - 16mm - 4mm Planitherm Total+	Air	1.43	0.74	31(-1;-4)
	90% Argon	1.2	0.75	30(-1;-5)
4mm Low Iron - 20mm - 4mm Planitherm Total+	Air	1.46	0.74	31(-1;-4)
	90% Argon	1.22	0.75	30(-1;-5)
6.4mm Stadip - 16mm - 4mm Planitherm Total+	Air	1.42	0.68	34(-1;-5)
	90% Argon	1.19	0.68	34(-1;-5)
6.8mm Stadip - 16mm - 4mm Planitherm Total+	Air	1.42	0.66	34(-2;-5)
	90% Argon	1.19	0.66	34(-1;-5)
6.4mm Stadip Silence - 16mm - 4mm Planitherm Total+	Air	1.42	0.68	36(-2;-6)
	90% Argon	1.19	0.68	36(-2;-6)
6.8mm Stadip Silence - 16mm - 4mm Planitherm Total+	Air	1.42	0.66	37(-3;-7)
	90% Argon	1.19	0.66	36(-1;-6)

The following table shows the products showing an average volume using the last 2 financial years spend data.

Double Glazed Unit Description		Average 12 month volume using last 2 financial years spend data
4mm Toughened	4mm Toughened	26.01
6.4mm Laminate	6.4mm Laminate	539.525
6.4mm Laminate	6.4mm Laminated Planitherm Total+	499.18
6.4mm Laminate	6.8mm Patterned Laminate (Arena pattern)	15.24
6.4mm Laminate	6.4mm Planitherm Ultra N (Low-e)	23.34
6.4mm Patterned Laminate (Arena pattern)	6.4mm Laminate	0.79
6.4mm Bronze Laminate	6.4mm Laminate	43.05
6.4mm Bronze Laminate	6.4mm Laminated Planitherm Total+	41.18
6.4mm Bronze Laminate	6.4mm Planitherm Ultra N (Low-e)	8.49
6.8mm Patterned Laminate (Arena pattern)	6.4mm Laminate	37.1
6.8mm Patterned Laminate (Arena pattern)	6.4mm Laminated Planitherm Total+	71.13
6.8mm Patterned Laminate (Arena pattern)	6.4mm Planitherm Ultra N (Low-e)	5.51
6mm Georgian Wire Safety Pol	6mm Toughened	12.45
6mm Georgian Wire Safety Pol	6.4mm Laminate	536.58
6mm Georgian Wire Safety Pol	6.4mm Laminated Planitherm Total+	10.25
6mm Toughened	6mm Toughened	162.57
6mm Toughened Cool-Lite SKN 176 II (Solar Control)	6.4mm Laminate	103.9
7mm Georgian Wire Cast	6.4mm Laminate	180.405
8,8mm One way vision glass (spyglass)	6.4mm Laminate	1.02

3.1.8 All double glazed units are to have permanently protected edges and suitably packed in order to prevent injury from offloading and handling. Protection will be required to remain in place once glazed and must therefore not impede the glazing process.

## RESTRICTED

### Bidder Response

#### Domestic DGU - 10 YEAR WARRANTY

1. This warranty applies to all domestic sealed units manufactured by Glassolutions, subject to the conditions stated herein.

2. If within Ten years from the invoice date, through faulty manufacture, the unbroken sealed unit becomes visually obscured by condensation or dust collection within the unit we will:

- a) Should failure occur within the first five years of the warranty period we would, at our own option, and if the unit is in a low-rise property, either install the new sealed unit or accept the costs of removing the faulty unit and installing the replacement, provided those costs do not exceed those which we would have incurred for the same job.
- b) Should failure occur during the second five years of the warranty period we would redeliver to the original point of delivery a replacement unit free of charge.

3. This warranty does not cover consequential damage or loss of whatever nature and howsoever arising whether from failure of the existing sealed unit, or from the de-glazing and the re-glazing of a replacement sealed unit, or otherwise.

4. The acceptance by us of any claim under this warranty is conditional upon our representative being given a reasonable opportunity to inspect the unbroken sealed unit before it is de-glazed. If upon inspection by a Glassolutions representative, it is found that the sealed unit was **not** of faulty manufacture, we will submit a charge for the cost of the inspection. If the claimant challenges the result of our inspection, a mutually acceptable independent inspector may be appointed, and subsequently all charges relating to both inspections will be paid:

- a) By Glassolutions if the decision is in favour of the claimant.
- b) By the claimant if the decision is in favour of Glassolutions.

5. All replacement sealed units supplied will be on a "like for like" basis using standard components available at the time of construction. Should it be necessary to source the replacement sealed unit from another supplier, this warranty would not apply for that product.

6. This warranty applies only to sealed units installed within the United Kingdom.

7. The following are **not** covered by this warranty:

- a) Sealed units, which have been glazed incorrectly where the original contract was for, supply only. For these purposes, a sealed unit will be deemed to have been incorrectly glazed if the method and manner of installation does not comply with the BS 6262 Code of Practice, Glazing for buildings, or BS8000 workmanship on building sites Part 7 code of practice for glazing and their amendments, current at the date of installation.
- b) Sealed units used in special applications such as (but without limitation): transport vehicles, ships or temperature cabinets, or those used at altitudes over 800 metres, or where they have been transported over such elevation, unless the warranty has been specifically amended in writing to cover the relevant special application.
- c) Sealed units, which have not been maintained completely in accordance with our recommendations (a copy of which is available upon request) and/or any recommendations/methods of the glazing system manufacturer.
- d) Sealed units showing the optical phenomenon occasionally seen as interference colour bands, known as "Brewster's Fringes".

## RESTRICTED

8. A claim is only valid when it is made in writing, in normal circumstances to the issuing location, or alternatively to the head office of Glassolutions.

9. This warranty extends to all sealed units made by Glassolutions supplied to this project, whether or not they bear the British standards kitemark. This Kitemark is not available for, or applicable to, all types of sealed unit.

This warranty does not form part of any contract of sale, but is not intended to affect, or otherwise replace, rights or obligations conferred by any contract of sale, or by Common Law.

9. Applicable Law: Any claim under this warranty will be governed by the laws of England and shall be referred to a court having jurisdiction in England.

**COMPLIANCE WITH OUR MAINTENANCE RECOMMENDATIONS IS ESSENTIAL, FAILURE TO COMPLY WITH THEM WILL INVALIDATE THIS WARRANTY.**

### 4 DELIVERY REQUIREMENTS

4.1 Due to the nature of the environment in which the Authority operates the supplier will need to be prepared to arrange delivery around operational constraints these include but are not limited to:

- security checks on vehicles and personnel coming in and out of all sites.
- Physical size of gates (please refer to Appendix A)
- Staff constraints on times slots for delivery and limited access to all sites
- Delivery arrangements should be agreed with individual establishments prior to delivery of an order

4.1.1 The Supplier recognises that, due to the strict operational restrictions involved in the prison environment, it is imperative that all deliveries are made within the timeslots that have been agreed. Authority shall confirm the best delivery times for each workshop during the Implementation Phase. Deliveries shall not, except by prior arrangement, be accepted by the Authority outside of these timeslots. If the Authority rejects any deliveries, the Supplier shall be informed by the Authority of a suitable time for the Goods to be re-delivered.

4.1.2 The Supplier shall contact the delivery Site at least 24 hours prior to the day of delivery to confirm the estimated time of arrival of the delivery vehicle. No additional charges shall be applied for re-delivery where the original delivery was made outwith the agreed timeslot.

The Authority expects the Supplier to be aware of and to comply with any reasonable requests made by the Authority and to comply with any aspects of the conditions of Contract that mention security procedures – for further details please refer to the Driver's Handbook in Appendix D.

4.1.3 The Supplier will ensure that all personnel entering any of the Authority's Sites will carry official photographic forms of identification.

4.1.4 The Supplier shall comply with the requirements relating to the restriction of items allowed to be brought into a Site. Appendix C provides details of the full list of restricted items.

4.1.5 Deliveries shall be shipped to the address shown on the Purchase Order, unless any other arrangements are agreed in advance between the Supplier and the Authority within 5 working days of receipt of the Purchase Order.

## **RESTRICTED**

- 4.1.6 The Authority shall state on any Purchase Order when the delivery is required, however, the Supplier guarantees that, goods can be delivered within the lead-times identified within this document.
- 4.1.7 In delivering the Goods, the Supplier shall;
- Deliver the Goods to the Site named in each Purchase Order placed by the Authority
  - Ensure that the delivered items are securely packaged to prevent damage during transit / delivery to the manufacturing establishment
  - Ensure that their delivery vehicles are appropriate and comply with the dimensions and restrictions detailed in the list of Authority's Sites enclosed in the Gate Restrictions document contained in Appendix A of this Specification document. During the Contract period where sites, dimensions or restrictions change the Authority will provide updates.
  - There may be occasions where delivery to other establishments in England and Wales is required.
  - The Authority may create new prisons during the life of this Contract. There may be a requirement to provide Goods to such locations and where this is a requirement, these shall be delivered within the term of this Contract. Notification of any such Sites shall be communicated to the Supplier. There will be no additional delivery costs to these establishments
- 4.1.8 The Authority shall not accept over deliveries of Goods unless the Supplier has obtained the prior approval of the Authority.
- 4.1.9 There shall be no requirement for the Authority to order 'full load' deliveries, however, the Authority shall, wherever possible, consolidate orders.
- 4.1.10 Each delivery consignment shall contain a delivery note and shall be attached to the order. This shall contain relevant information to identify and audit the relevant delivery.

As a minimum, the delivery note shall include:

- The Authority official purchase order number
  - Delivery address
  - Account number
  - Line product detail
  - Number of cartons in consignment
  - Identification of any outstanding products not delivered on order.
- 4.1.11 All outer packaging must include the following:
- Description of goods.
  - Supplier name.
  - Contract reference.
  - Purchase order number.
  - Month and Year of Manufacture.

## **5. SUB CONTRACTING**

- 5.1 The use of any sub-contractor for the provision of materials and services (including transport) must be approved in writing by the Authority before the Supplier makes any formal agreement or arrangement to use that sub-contractor or invites any sub-contractor's personnel to the site.

## RESTRICTED

Even where the use of a sub-contractor has been approved by the Authority, the Supplier shall remain wholly responsible for the conduct and performance of that sub-contractor whilst he is involved in the provision of services on the Supplier's behalf.

### Bidder Response

Name	E&L distribution	Paul Hammond Transport	GS Express
Registered Address	2D Lentons Lane Coventry CV2 1NW	3 Oaston Road Nuneaton CV11 6JX	23 Norman Ashman Coppice Coventry CV3 2BP
Trading Status	Ltd Company	Ltd company	Ltd company
Company Registration Number	10485563	10550436	04812554
Head Office DUNS number (if applicable)			
Registered VAT number	255502027	868735369	729621225
Type of organisation			
SME (Yes/No)	NO	NO	NO

**The Supplier shall be responsible for ensuring that any sub-contractor is aware of the Security restrictions as detailed in this document.**

## 6 CONTRACT ADMINISTRATION

### 6.1 Delivery Backorder & Substitute Items

- 6.1.1 Any product placed on back order shall be recorded on the delivery note when the other items are delivered. If the backorder item(s) is then delivered under a new delivery note or new invoice, this order must still refer to the original official purchase order number to avoid delays in payment.
- 6.1.2 Substitute items shall not be used without expressed permission of the Authorities Technical Manager. No agreements shall be made locally to accept substitute items and the Authority must be notified of any stock outs during the life of the contract.
- 6.1.3 In the event of a substitute being dispatched and the product code, line description or price is different, then the Supplier shall advise the local business unit to cancel the order and re-submit the purchase order under the correct description, code and price to facilitate electronic invoice matching.

### 6.2 Delivery Discrepancies

## RESTRICTED

- 6.2.1 In the event that the Authority / customer experiences a delivery discrepancy (i.e. full order not fulfilled) with a delivered consignment, this shall be communicated to the contractor telephone or email, identifying the original purchase order number and business location as reference. The Supplier shall investigate the matter and re-supply the Goods.
- 6.2.2 Where the Supplier claims delivery has taken place, the Authority shall require a legible proof of delivery to ascertain a delivery has been made in the event of a dispute.
- 6.2.3 Where the Supplier and Authority are in dispute, this shall be escalated to the Authority Category Manager for discussion with the Supplier Contract Manager.
- 6.2.4 The Supplier shall be liable for the cost of collection and re-delivery for discrepancies.

### 6.3 Quality Discrepancies

- 6.3.1 Where the Goods supplied do not meet the quality requirements referred to in this document, the Authority shall notify the Supplier in writing, detailing the Quality concerns (i.e. damaged goods, Goods do not meet the quality requirements.)
- 6.3.2 Within 48 hours receipt of the Quality discrepancy, the Supplier shall contact the Authority to discuss, and will be expected to resolve the issue within 5 working days of this discussion taking place. Where the Supplier agrees the Goods do not meet the required standard of quality, the Supplier shall replace such items and uplift the disputed Goods at their own expense.
- 6.3.3 Where the Supplier and Authority cannot agree an appropriate solution, the issue shall be escalated to the Authority Category Manager and Supplier Contract Manager for resolution.
- 6.3.4 Where there is problem with the product identified by the Supplier that necessitates product recall these should be reported to the Authority immediately together with the details of the products affected and which establishments they have been supplied to. Any costs associated with the removal of products that have been recalled shall be borne by the Supplier.

#### **Bidder Response**

Copies of the following certificates provided:-

#### **BM TRADA**

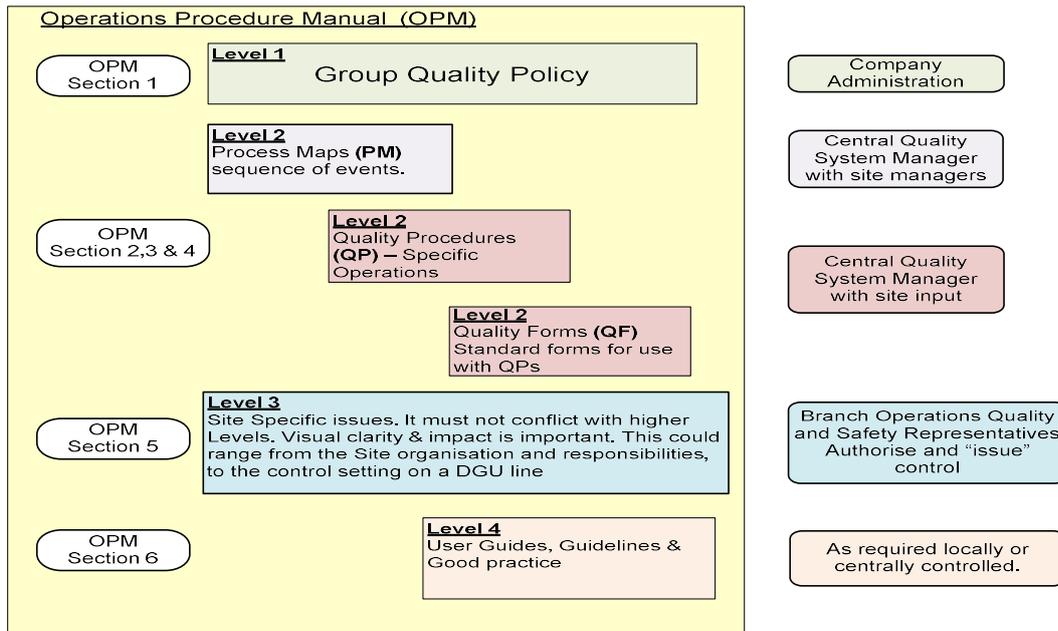
- Q-Mark Insulating Glass Units scheme EN1279 : Part 2 and EN1279 : Part 3
- Q-Mark Flat Glass Scheme BSEN 12150-2:2004 Toughened Glass
- Q-Mark Flat Glass Scheme BSEN 14179-2:2005 Heat Soaked Toughened Glass
- ISO 9001:2008

**bsi** – Environmental Management ISO 14001:2004

#### **Quality Process**

1. [OPM Structure](#)

## RESTRICTED



### Main ISO 9001 Clauses:

4.2.3 - Control of Documents	PM 04.08 & PM 04.09
4.2.4 - Control of Records	See Below.
8.2.2 - Internal Audit	PM 04.07
8.3 - Control of Nonconforming Product	PM 04.02 & PM 04.03
8.5.2 - Corrective Action	PM 04.01
8.5.3 - Preventive Action	PM 04.01

### Responsibility:

The company has appointed the Quality Systems Manager as the Management representative who, irrespective of other duties, shall have defined responsibility and authority for;

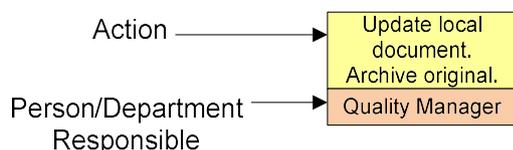
Ensuring that requirements of 9001 are implemented and maintained

Reporting on the performance of the QMS and need for improvement

## RESTRICTED

Ensuring the promotion and awareness of customer requirements through out the company.

Responsibility for any particular action is denoted by the role of the person or department being shown in the lower half of the action box  
e.g;



### Control of Quality Records:

The business manager is responsible for collation of the relevant quality records, which demonstrate conformance of the product to agreed specifications. These records are within the OPM, CE and FPC records. Production records are retained for at least 12 years under product liability law. Other quality management related documents for example the Management Review are held for 5 years.

As requested by its customers, and specified in the FPC the company will provide batch data detailing the results of final inspection and test where requested.

These records are initially held in the QA department and when necessary all required documents are archived in a secure location accessible to the QA department.

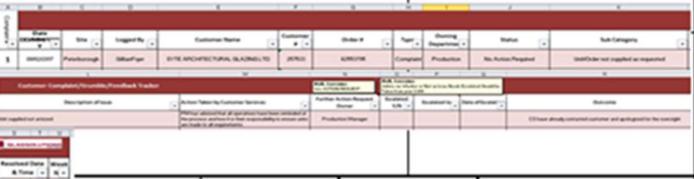
## 6.4 Returns Liability

- 6.4.1 In the event that goods are to be returned to the contractor, then the following applies;
- 6.4.2 Where the Goods do not meet the required Quality or where the Goods do not meet the Requirements stated within the Purchase Order, said Goods shall be collected by the Supplier and re-delivered at their own expense.
- 6.4.3 The Supplier must accept returns within 28 days of the delivery date where items are returned by the Authority unused, in a saleable condition, with their original packaging and shall apply to full sheets only.

Where the Authority has receipted Goods which are no longer required outside of 28 days, the Authority shall contact the Supplier to discuss the return, refund or buy back of such Goods (full sheets only). The Authority and Supplier shall agree the appropriate refund that shall apply.

## Bidder Response

# RESTRICTED

GLASSOLUTIONS		SOP: Standard Operating Procedure						wcm	
Title: <b>Completing the Complaint Tracker</b>		SOP No. 1188		Rev. No. update ho		Pg No. 1 of 2			
Dept / Area: <b>Customer Service</b>		Site: <b>Exteriors</b>		Date: <b>11/05/2016</b>					
Written by: <b>Lorraine Bell</b>		Approved by: <b>update homepage tab</b>		Authorised by: <b>update homepage tab</b>					
Operation / StepNo.	Refer to Quality Standards / Visual Guidelines	Sketch / Photo				Refer to EHS Standards / PPE Guidelines / supporting SOPs & ORs			
	Operation Description					Key Points			
1	Accessed through the Customer Service Managers One List "Customers"					The Complaint Tracker is to be used to capture ANY Cause for Complaint from the Customer NOT CAPTURED on the OTIF or EXTERNAL REMAKE SHEETS- with the exception of REMAKES OF REMAKES as they will be logged on the External Remake sheet and on here			
2	Choose the Tab for your Site and Click on the Complaint Tracker "Here" Button								
3	Enter Today's Date in the Specified Format in Column B, Columns C - D - E - H - I - J - K - N - O - P and Q are completed via a Drop Down Option Columns A - F and U self Populate. Enter the Order # ( 's ) relating to the Customer Complaint or - if Complaint does not relate to a specific Order please enter the word "general" and Complete all Sections of the Form								
Training Date:									
Trainer Name:									
Trainee Name:									
Trainee Signature:									
GLASSOLUTIONS		SOP: Standard Operating Procedure						wcm	
Title: <b>Completing the Complaint Tracker</b>		SOP No. 1188		Rev. No. update ho		Pg No. 2 of 2			
Dept / Area: <b>Customer Service</b>		Site: <b>Exteriors</b>		Date: <b>11/05/2016</b>					
SOP / Data Input / Customers 2017 new / Action Request / Canterbury / Weekly Performance Indicator									

## 6.5 Compliant Invoice Submission

6.5.1 Supplier's invoices shall be submitted to the address as stated on the Purchase Order.

6.5.2 All invoices are subject to a three way matching process (Purchase Order, receipt and Invoice) prior to payment being made to the contractor. The MoJ operates a 'no PO no pay' policy. The Supplier shall not accept telephone orders from the Authority without a valid PO. The Supplier shall ensure that there is no discrepancy between the invoice lines, quantity and price from the original purchase order. Failure to submit a compliant invoice will result in the payment going on hold and payment being delayed.

6.5.3 Invoices must be compliant with the following:

- Must be received at the correct billing address
- Must quote a valid Purchase Order Number (clearly printed on the PO)
- Must be to a total agreed sum
- Shall not be sent with delivery note
- Must list product lines broken down by product code
- Must give quantity purchased, and individual prices in addition to a line total
- Shall clearly display any associated delivery charge
- Back Order Notification.

## 6.6 Invoicing Addresses

6.6.1 Invoice Address as stipulated on the official purchase order form from the relevant participating organisation, or individual department within the requesting Purchase Order.

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### 7 KEY PERFORMANCE INDICATORS AND CONTRACT MANAGEMENT

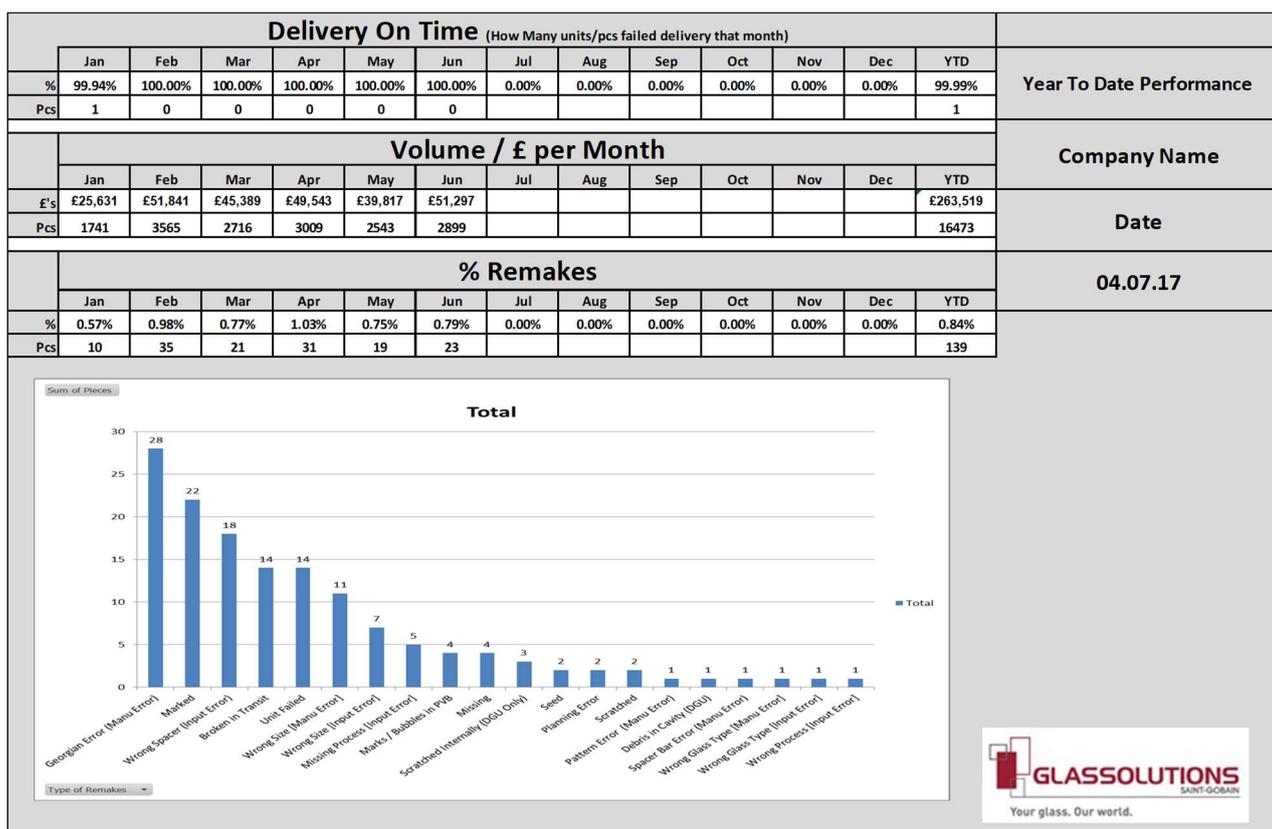
#### 7.1 Key Performance Indicators (KPI's)

- 7.1.1 The Supplier shall provide guaranteed cover to ensure continuity of the provision of Goods and shall seek to achieve 100% compliance with the Authority's required KPI's.
- 7.1.2 Performance against the KPI's shall be monitored on a quarterly basis following full implementation of the Contract. This shall form part of the overall monitoring and management of the Contract.
- 7.1.3 The Supplier shall submit a report quarterly or upon request. The report shall detail performance against each of the Service Levels.
- 7.1.4 Where a Supplier continually fails to meet the KPI's (i.e. for more than two consecutive reporting periods) the Authority shall have the right to implement a Performance Improvement Plan. Where the Supplier performance fails to improve, the Authority shall have the right to seek termination of the contract as described in the Termination Clauses in the Terms of Conditions of this Contract.

<b>Indicator</b>	<b>Measurement</b>	<b>Target</b>
Product Quality	Level of Returns	<2%
Product Recalls	No of Product Recalls	<1%
Non availability of Products	Notify within 48 hours of receipt of order	100%
On Time Delivery	Delivered within Agreed Lead Times	98%
Order Fill Rate	Complete Orders	98%
Management of Complaints	Resolved within Agreed Timescales	97%
Compliance	No of incidents relating to Environmental or Health and Safety	100%
MI Reporting	Providing MI Reports within agreed timescales	100%
Invoice Accuracy	Number of Invoice Queries	<2%

#### Bidder Response

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## 7.2 Contract Management

- 7.2.1 The Authority reserves the right to hold regular contract management meetings principally to review progress and operational delivery of the Contract, but also including key performance indicators (KPIs), invoicing, risks and issues.
- 7.2.2 Other meetings may be held, at the discretion of the Authority or at the request of the Contractor, throughout the life of the contract.
- 7.2.3 The Contractor will be responsible for associated costs in attending these meetings.
- 7.2.4 Quarterly, Six Monthly and Annual meetings will be held at the most mutually convenient location, usually face-to-face, but with teleconference facilities available.
- 7.2.5 Agenda's for meetings will be defined in greater detail throughout the life of the contract but are likely to consist of the following:

Meeting	Content
Mobilisation Meeting	<ul style="list-style-type: none"> <li>Introductions</li> <li>Roles &amp; Responsibilities</li> <li>Doing Business with the MoJ</li> <li>Supplier Performance/KPIs</li> <li>Sustained Supply/Contingency</li> <li>Ongoing Contract management</li> </ul>

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<p>Quarterly/ Six Monthly Contract Review Meeting</p>	<ul style="list-style-type: none"> <li>• Performance in previous quarter</li> <li>• Risks, issues and actions register</li> <li>• Specific service issues (including any escalated issues)</li> <li>• Price Review (where applicable)</li> <li>• Service wide issues</li> <li>• Quality Management</li> <li>• Detailed review against KPIs</li> <li>• Continuous Improvement</li> </ul>
<p>Annual Review Meeting</p>	<ul style="list-style-type: none"> <li>• Annual Service Review</li> <li>• Performance in previous year</li> <li>• Risks, issues and actions register</li> <li>• Specific service issues (including any escalated issues)</li> <li>• Service wide issues</li> <li>• Quality management</li> <li>• Detailed review against KPIs,</li> <li>• Continuous improvement</li> <li>• Service and finance forward look, including any policy update from the Authority</li> </ul>

**Bidder Response**

<p><b>Glassolutions Coventry Orders: Estimating / Enquiries:</b></p>			<p><b>REDACTED</b></p>
Position	Name	Telephone	Email
<p><b>Fax # :</b></p>			

**8. ETHICAL AND SUSTAINABLE SOURCING**

**8.1 Environmental**

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- 8.1.1 The Authority is obliged to ensure goods and services purchased are manufactured, delivered, used and managed at the end of life in an environmentally and socially responsible manner, suppliers will be expected to enable the Authority to meet this obligation. All goods supplied must be packaged securely to prevent damage in transit, however packaging should be kept to a minimum and should conform to the Packaging Directive (EU) 2015/720.

### Bidder Response

*In 2016, Saint-Gobain continued with its strategic roadmap and recorded healthy gains in its profits.*

*Our efforts in terms of innovation, development in emerging countries and operational improvements have been fruitful, supported by generally favourable circumstances. Despite the sluggishness of the French market, our activities have gained ground in all our businesses and major geographical areas of location: Europe, the United States, but also emerging countries which, over the course of a few years, have become key contributors to the growth of our sales and our profitability. With a view to maintaining this growth pace, all our teams are involved in an extensive move to overhaul the company, impacting all its facets: R&D (proud to once again rank among the most innovative companies in the world), industrial investments, human resources, marketing, etc. The digital transformation is doubtless the most profound change, with technology also supporting our highest ambitions. Thanks to digital technology, Saint-Gobain has undertaken immense efforts to modernize and robotize its factories. Thanks to digital technology, the Group has the opportunity to get closer to its industrial and construction sector customers, and construction professionals primarily, but also, from now on, those who provide solutions, such as architects, and individuals who are sensitive to the comfort and energy efficiency of their homes. To establish a relationship with these consumers, Saint-Gobain has rolled out a brand awareness campaign aimed at the general public. The Saint-Gobain brand represents a promise to create materials designed for the well-being of each of us and the future of all. This promise is illustrated in the "Multi-Comfort" program, which ensures the acoustic, thermal and aesthetic qualities of homes. This commitment is also demonstrated in our Corporate Social Responsibility (again proud to have ranked second worldwide in the sector on the Dow Jones Sustainability Index, from our first participation) and in our solutions, which promote environmentally-friendly development. It is both a commitment of the Group and my personal commitment to meet the challenges of climate change. It is our responsibility as a manufacturer to assign an internal carbon price to our investments and our research projects, to promote sustainable construction. This is also a growth factor, since our customers increasingly value the economic benefits of sustainable solutions. As a result, Saint-Gobain is transforming constraints associated with urbanization, demographic growth and resource scarcity into development opportunities, and is acting as an exemplary leader. My hope is that readers will find, in this 2016 Registration Document, all the facts to convince them of the quality of the performance of Saint-Gobain, of the ongoing commitment of all its employees, who I especially wish to thank, and of their loyalty to the mission of the Group: to create great living places and to improve daily life.*

SDG per Challenges	Corresponding indicators in 2016	Saint-Gobain's contribution	Registration document	GRI
<p><b>Responsible practices</b></p> <p><b>Goal 8:</b> Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all</p> <p><b>Goal 16:</b> Promote peaceful and inclusive societies for sustainable development, provide access to justice for all and build effective, accountable and inclusive institutions at all levels</p>	<p>- <u>Collective bargaining</u> Proportion of health and safety agreements entered into with entities representing personnel: <b>4.9%</b> Percentage of employees covered by a collective bargaining agreement: <b>79.8%</b></p> <p>- <u>Financial sanctions</u> Environmental fines: <b>0.3 M€</b> Alerts received through the compliance alerts system and subjected to investigation: <b>81</b> Number of non-financial penalties for violation of laws and regulations: <b>0</b></p> <p><u>Training &amp; Objectives:</u> Percentage of managers trained during their first year of integration</p> <ul style="list-style-type: none"> <li>- ADHERE : 73,1%</li> <li>- COMPLY : 86,6%</li> <li>- Objective : 100 % for all 3 formations (including ACT) en 2018</li> </ul>	<p>Saint-Gobain is a group attentive to the well-being and to the listening of its employees, which implies the respect of their rights, their differences and the dialogue with their representatives. Thus legal protection they benefit from is sharpened to the particularities of our activities through collective bargaining which covers vast majority of our workforce.</p> <p>In a more general manner, Saint-Gobain's values are formalized within the "Principles of Conduct and Action" which are a Code of Conduct for the entire Group entities. Owing to commitments represented in, Saint-Gobain is attentive to the respect of a responsible and compliant approach with legal standards in its activities through the observation of indicators.</p> <p>Thus, since 2015, the total number of non-financial sanctions for non-compliance with laws and regulations and the number of reported cases of corruption are null. Moreover, the group shows neutrality in the public sphere by refusing all political financing.</p>	<p>p.111 p.114 p.115</p> <p>p.12 p.110 p.115 p.172</p>	<p>G4-LA8, G4-11</p> <p>G4-SO5, G4-SO6, G4-SO7, G4-SO8 G4-HR12 G4-EN29 G4-56 G4-LA16</p>
<p><b>Climate change</b></p> <p><b>Goal 9:</b> Build resilient infrastructure, promote inclusive and sustainable industrialization and foster</p>	<p>- <u>Investments</u> Total environmental expenditure: <b>127.1 M€</b> Capital expenditure on environmental protection measures: <b>78.8 M€</b></p>	<p>In terms of climate change, the main action of the Group lies in the offer of durable and resilient solutions thanks to the Group's various brands, in line with its strategy. At the same time Saint-Gobain is committed to monitor its environmental footprint.</p>	<p>p.60 p.75-76 p.110</p>	<p>G4-EN27 G4-EN31</p>

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<p>innovation</p> <p><b>Goal 13:</b> Take urgent action to combat climate change and its impacts</p>	<p>Environmental R&amp;D budget: <b>59.7M€</b></p> <ul style="list-style-type: none"> <li>- <u>Avoidances</u></li> </ul> <p>Compensation of emissions linked to the production of solutions: <b>from an average of three months of use.</b></p> <p>Cumulative net potential avoidance of solutions produced and sold in Europe in 2014 over their lifetime: more than <b>550 million tons CO<sub>2</sub> equivalent.</b></p> <p>Estimated potential avoidance: <b>90 times the Group's greenhouse gas emissions in 2014 in Europe.</b></p> <p><u>Training &amp; Objectives:</u></p> <ul style="list-style-type: none"> <li>- CO<sub>2</sub> emissions reduction : - 20 % to 2025 (base 2010)</li> <li>- Energy : -15% upon 2010-2025 period</li> <li>- Water : -80% upon 2010-2025 period</li> <li>- Non-recovered waste : -50% upon 2010-2025 period</li> </ul>	<p>Internally the R &amp; D department integrates health and environmental concerns into its bill of specifications. Their work has led to the development of solutions related to green chemistry, recycling of building materials and building energy efficiency. In 2016, a cross-cutting program on "Improving our CO2 footprint" was created to coordinate and scale up efforts to improve manufacturing processes to reduce our greenhouse gas emissions</p> <p>The Energy, Atmospheric Emissions and Climate Change Policy aims to reduce the energy consumption and greenhouse gas emissions of industrial processes, infrastructure and transportation of the Group's entities. These commitments are broken down by several objectives by 2025.</p>		
<p><b>Diversity</b></p> <p><b>Goal 5:</b> Achieve gender equality and empower all women and girls</p> <p><b>Goal 10:</b> Reduce inequality within and among countries</p>	<ul style="list-style-type: none"> <li>- <u>Breakdown</u></li> </ul> <p>Employees by gender (M/F): <b>78.1%/21.9%</b></p> <p>Proportion of women workers among all women employees <b>19.9%</b></p> <p>Share of women managers among managers: <b>22.0%</b></p> <p>Percentage of female managers among the senior executives: <b>9.2%</b></p>	<p>In terms of diversity, the Group's logic of decentralization allows adaptation to local specificities. Particular attention is provided to discrimination, in particular upon gender, equal treatment and representation of women in our workforce.</p> <p>Under the actions carried out, in 2016 only 2 incidents of discrimination were declared on the basis of gender at group level.</p>	<p>p.112 p.113 p.114 p.115</p> <p>p.88-89 p.90 p.116</p>	<p>G4-DMA-b G4-LA1, G4-LA9, G4-LA12, G4-LA13 G4-HR3 G4-EC8</p>

	<ul style="list-style-type: none"> <li>- <u>Recruitment</u></li> </ul> <p>Hiring rate by gender (M/F): <b>74.9%/25.1%</b> (managers: 72.5% and 27.5%)</p> <ul style="list-style-type: none"> <li>- <u>Training</u></li> </ul> <p>Average number of training hours per employee per year and per gender: Male: <b>24.7 h</b> Female: <b>27.9 h</b></p> <ul style="list-style-type: none"> <li>- <u>Pay gap</u></li> </ul> <p>Ratio of average male to female wages in France <b>0.9</b></p> <p>Number of gender related incidents: <b>2</b></p> <p><u>Training &amp; Objectives:</u></p> <ul style="list-style-type: none"> <li>- Persons trained to e-learning Gender Balance for managers: <b>1,157</b></li> <li>- Percentage of female manager to 2020: 25%</li> <li>- Percentage of female executive manager to 2025: 25%</li> </ul>	<p>As more egalitarian living environment fosters the reduction of discriminations, in addition to actions targeted to diversity, the Group is working to reduce inequalities in territories in which it operates through its contribution to local and societal development. In 2016, Saint-Gobain invested <b>€ 6.3 million</b> in projects to support local communities; its financial commitment under the agreements to assist SMEs in France represents <b>€ 1.46 million.</b></p>		
<p><b>Health and Safety</b></p> <p><b>Goal 3:</b> Ensure healthy lives and promote well-being for all at all ages</p>	<ul style="list-style-type: none"> <li>- <u>Occupational accidents and diseases</u></li> </ul> <p>Lost-time and non-lost-time accidents rate (TRAR), Group, actual scope: <b>3.5</b></p> <p>Lost-time accidents rate (LTAR), Group, actual scope: <b>1.7</b></p> <p>Number of fatal incidents involving Saint-Gobain employees: <b>2</b></p> <p>Number of occupational illnesses in</p>	<p>The health and safety of Saint-Gobain's direct employees as well as those of our suppliers is at the heart of the Group's concerns. As a result, the Group ensures that the accident frequency rate in the group (TF2) is constantly improving.</p> <p>A systematic analysis of accidents and the involvement of all managers are two key actions for improving safety.</p>	<p>p.111</p>	<p>G4-LA6 G4-LA8</p>

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	<p>France: <b>174</b></p> <ul style="list-style-type: none"> <li>- <u>Collective agreements</u></li> </ul> <p>Proportion of health and safety agreements entered into with entities representing personnel: <b>4.9%</b></p> <p><u>Training &amp; Objectives:</u></p> <ul style="list-style-type: none"> <li>- Objective 2017 : TF2 : 3,1</li> <li>- Share of technical and EHS training: respectively 36.9% and 51%</li> <li>- Share of management employees who have received training to the Responsible Purchasing policy: 100%</li> </ul>	<p>A Health Indicator for Chronic Exposures (HICE) will be integrated from 2017 into a pilot phase within three General Delegations. Its objective is to provide better exposure to the risks of exposure to noise and toxic substances of employees.</p> <p>These health and safety concerns are disseminated within our sphere of influence, including the Responsible Purchasing Policy, which requires our suppliers and contractors to make a continuous effort to improve the working conditions of their employees.</p>		
<p><b>Solutions developed and distributed to help with the Group's CSR challenges</b></p> <p><b>Goal 11:</b> Make cities and human settlements inclusive, safe, resilient and sustainable</p> <p><b>Goal 12:</b> Ensure sustainable consumption and production patterns</p>	<ul style="list-style-type: none"> <li>- <u>Energy consumption</u></li> </ul> <p>Total energy consumption of entire Group at actual scope of reporting: <b>161,588 TJ</b></p> <p>Variation in energy consumption of entire Group: <b>+3.4%</b> (-22,9% in 2015)</p> <ul style="list-style-type: none"> <li>- <u>Air emissions</u></li> </ul> <p>Total CO<sub>2</sub> emissions (scope 1 and 2) at the concerned sites*: <b>12 Mt</b></p> <p>Indirect emissions of greenhouse gases (purchases of electricity, steam, hot water) for the entire Group of the concerned sites*: <b>3.2 Mt eq.CO2</b></p> <p><u>Training &amp; Objectives (2010-2025):</u></p> <ul style="list-style-type: none"> <li>- Training in eco-innovation: 623</li> </ul>	<p>In order to achieve this objective in line with the core business of the Group, Saint-Gobain promotes sustainable construction and energy efficiency through its activities and products. In addition a partnership approach tends to promote a transformation of the construction market in this direction, in particular through collaboration with the "Green Building Councils" and the "Global Alliance for Buildings and Construction".</p> <p>Internally, in accordance with the Energy, Atmospheric Emissions and Climate Change policy, Saint-Gobain wishes to gradually reduce the impact of its activities on energy and climate. With the same objective, the Group ensures the sustainable management of the resources used for the recovery</p>	p.30 p.31	G4-EN3, G4-EN6, G4-EN15, G4-EN16 G4-EN27

<p><i>*Values are adjusted to the relevant scope of consolidation 2016. An update is made for the 2014 and 2015 values taking into account the closures or divestitures of entities.</i></p>	<p>individuals</p> <ul style="list-style-type: none"> <li>- Energy consumption: -15%</li> <li>- Total CO<sub>2</sub> emissions (scope 1 and 2): -20%</li> <li>- NO<sub>x</sub>, SO<sub>2</sub> and dust emissions : -20 % each</li> <li>- Non-recovered waste : -50%</li> </ul>	of its waste.		
<p><b>Operational excellence</b></p> <p><b>Goal 4:</b> Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all</p>	<p>Employees who have received training during the year: <b>83.9%</b></p> <p>Share of management employees who have received training during the year: <b>100%</b></p> <p>Average number of training hours per employee per year: <b>25.4 h</b></p>	Throughout their career at Saint-Gobain, employees benefit from a wide range of training opportunities that enable them to update their knowledge or acquire new skills valuable to their personal development and their contribution to the Group.	p.8 p.114	G4-LA9
<p><b>Creation of local value</b></p> <p><b>Goal 1:</b> End poverty in all its forms everywhere</p> <p><b>Goal 8:</b> Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all</p> <p><i>*Methodology available on the Group's website</i></p>	<ul style="list-style-type: none"> <li>- <u>Recruitment</u></li> </ul> <p>Hiring rate of young people under 26: <b>32.6%</b></p> <p>Hiring rate of employees aged 50 or older: <b>7.8%</b></p> <p>Hiring rate by gender M/F: <b>74.9%/25.1%</b></p> <ul style="list-style-type: none"> <li>- <u>Breakdown</u></li> </ul> <p>Proportion of young people under 26: <b>9.8%</b></p> <p>Proportion of people over 55: <b>14.4%</b></p> <p>Proportion of disabled employees within the Group: <b>1.7%</b></p> <ul style="list-style-type: none"> <li>- <u>Human rights</u></li> </ul> <p>Number of non-discrimination related incident declared (disability, harassment, ethnic origin, gender and others): <b>65</b></p> <p><b>None</b> incident related to child or forced</p>	<p>Saint-Gobain contributes to poverty eradication through various measures of local economic development and local communities support. These actions complement the Group's important socio-economic footprint in the areas where we operate. In 2015, for nearly 170,500 direct jobs, the Group generates more than <b>549,000 indirect jobs</b>, plus over <b>190,000 indirect jobs*</b>.</p> <p>The Saint-Gobain Initiatives Foundation also carries out actions for the integration of young adults into working life and actions for social construction. In 2016, 24 projects of this type throughout the world were supported.</p> <p>In addition, efforts are being made to recruit all categories of people, with a preference for stable job creation. Similarly, the number of reported</p>	p.88-89 p.90 p.112 p.115 p.116	G4-10 G4-EC6, G4-EC8  G4-LA1, G4-HR3, G4-HR4, G4-HR5, G4-HR6

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	labor, right to join a union and human rights).	incidents related to non-discrimination is subject to special scrutiny. For the year 2016, no incidents involving freedom of association, child labor, forced or compulsory labor have occurred within the Group.		
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Non-strategic SDG				
<b>Goal 6:</b> Ensure availability and sustainable management of water and sanitation for all	<p>- <u>Water discharges and withdrawals</u></p> <p>Total water withdrawal for the entire Group at actual scope: <b>53.6 M of m<sup>3</sup></b> (69.7 M of m<sup>3</sup> en 2014)            Total water discharge for the entire Group at actual scope: <b>29.4 M of m<sup>3</sup></b>            Environmental events or accidents: <b>0</b></p> <p><u>Training &amp; Objectives</u></p> <p>- <u>Water discharges: -80% (2010-2025)</u></p>	<p>Saint-Gobain is contributing to this goal in two positions. On the one hand, with regard to its impacts as an industrial and commercial enterprise; and on the other hand, through the Pipe Activity, whose markets are directly linked to water and sanitation.</p> <p>Internally, Saint-Gobain companies pay particular attention to the watercourses near their sites. In accordance with the Water Policy, sites sensitive to water use implement a standard dedicated to the prevention of potential impacts (Standard Water). This is achieved in particular by reducing the quantities collected and discharged, controlling pollutants or constraining the storage of dangerous substances.</p> <p>Concerning the management of the resources used, namely water withdrawals (rain, city, surface, and groundwater), the long-term objective is to tend towards the "zero rejection" of industrial water in liquid form while avoiding the generation of new impacts for other environments and stakeholders.</p>	p.77 p.111	G4-EN8 G4-EN22 G4-EN24

		The canalization activity through its brand PAM is the world leader in the manufacture and marketing of complete solutions dedicated to the drinking water and raw water transport, sanitation, of roadways and building markets. Some of the projects using PAM products are funded by international development organizations, contributing to improved access to water for local communities in developing countries. I.e. in 2016: for the "Greater Maputo" project financed by the World Bank in Mozambique, PAM provided the necessary pipelines for the installation of a network of almost 93 km.		
<b>Goal 7:</b> Ensure access to affordable, reliable, sustainable and clean energy for all	Variation in energy consumption of entire Group : <b>+3.4%</b> (-22,9% in 2015)	The total energy consumption of the sites concerned and of the Group in the scope of consolidation represents an important area for improving Saint-Gobain's practices. Depending on the conditions, the Group associates itself with programs of cogeneration or use of residual heat from its sites. We are determined to contribute to the achievement of this SDG by reducing the Group's energy needs.	p.110	G4-EN3, G4-EN6
<b>Goal 15:</b> Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land	Investments linked to environment protection are in constant progression: from <b>52.1M€</b> in 2014 to <b>78.8 M€</b> in 2016. Responsibly sourced Timber: <b>94%</b>	Within the scope of extractive activities, quarries operated by the Group are restored after use with the objective of preserving the environment in accordance with local rules. Throughout these periods, visual impacts, dust, noise and vibrations for local residents, as well as impacts on natural	p.77-78 p.110	G4-EN31

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degradation and halt biodiversity loss	<ul style="list-style-type: none"> <li>- Horizon 2025: promote preservation of natural areas as much as possible on sites</li> </ul>	<p>environments are reduced as much as possible.</p> <p>As regards biodiversity protection, Saint-Gobain Distribution applies a Timber Policy to the purchase and resale of its products. This involves the refusal to market wood from countries that contravene international conventions or good forestry practices.</p>		
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### 8.2 Supply Chain Transparency

8.2.1 Due to the nature of commodities and raw materials, supply chains are becoming increasingly more global it is therefore necessary to ensure transparency in supply chains to assess the risks of infringements relating to basic employment and human rights of people employed in them. When procuring raw materials it is also necessary to ensure there is minimal impact on the environment from the extraction, processing and manufacture of these products, and to assess the security of supply and scarcity of the raw materials.

#### Bidder Response

##### **Saint-Gobain values and commitments**

The Saint-Gobain Group has been a signatory to the UN Global Compact since 2003, committed to respect the ten principles including Principle 4: the elimination of all forms of forced and compulsory labour. These are aligned to the Group's Principles of Conduct and Action that explicitly include workers health, safety and employment rights. The Group's Principles of Conduct and Action specifically refer to, and are informed by, ILO conventions, in particular the convention on fundamental labour rights ensuring the promotion of fundamental values such as "abolishing forced or compulsory labour", OECD guidelines, and the International Bill of Human Rights

Since 2009 the Group has pursued an extensive programme to educate and train its employees on the Principles of Conduct and Action and their centrality to the way the Saint-Gobain Group does business. The Principles are displayed to all employees. Adherence to these principles is a requirement for belonging to the Saint-Gobain Group. Each management level (company, business unit, Delegation or Sector) carries its own responsibility for ensuring that these principles are applied.

A Whistleblowing system is implemented to allow employees to report any violations of applicable laws, internal rules and procedures, and the Principles of Conduct and Action. All reports are processed, investigated as applicable, and when justified, appropriate measures are taken.

An annual report on incidents involving forced or mandatory labour is published and available in the Registration Document ([www.saint-gobain.com](http://www.saint-gobain.com)). In 2015, Saint-Gobain Group reported zero incidents.

In addition to the general commitment, the Group has a Charter for its Purchasing professionals to abide by and undertakes training to ensure clear understanding and implementation.

Since 2012, a Supplier Charter has been introduced that is a requirement for Suppliers, who are asked to sign the Charter, with specific reference to the elimination and rejection of forced labour. The Group implements a Responsible Purchasing Policy to control and reduce environmental, social and societal risks to its supply chain. It includes three phases:

- Risk mapping including risks of forced labour
- Assessment of suppliers to classify risks
- Development of common progress plans with suppliers.

This general framework is adapted by the operational teams as a function of specific aspects of trade and non-trade purchases, and includes the development strategy for long-term supplier partnerships.

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More details about Saint-Gobain commitments are available on [www.saint-gobain.com](http://www.saint-gobain.com)

## **Saint-Gobain UK & Ireland statement**

Saint-Gobain in the UK and Ireland includes some of the best-known and respected businesses in the construction sector including: British Gypsum, Jewson, Graham, Weber, Isover, Celotex, Glassolutions, Saint-Gobain PAM, and Ecophon. Together they offer a range of high performance energy-saving products and solutions to help create great living places and improve daily life.

Saint-Gobain UK & Ireland employs over 17 000 people.

For more information on Saint-Gobain UK & Ireland, visit [www.saint-gobain.co.uk](http://www.saint-gobain.co.uk)

Saint-Gobain UK & Ireland does not have a separate policy for modern slavery as the intentions of the Modern Slavery Act are in complete alignment with the values of the Group and as such the intentions of the Act are included in many of our existing policies and procedures, the most relevant being:

- Principles of Conduct and Action
- Purchasers Charter
- Suppliers Charter
- Whistleblowing Policy

Saint-Gobain UK and Ireland recognises that as a major employer, the risk of modern slavery exists within our own operations and that we have a duty of care to ensure that our own employees do not fall victim to modern slavery and labour exploitation. Saint-Gobain UK & Ireland already has robust HR policies and procedures in place to ensure that all employees have the right to work, this offers a degree of protection against exploitation and we will continue to develop our internal processes to identify those at risk within our business.

Saint-Gobain has already several training programs in place, all managers are required to complete an on-line training module that clarifies and explains the Principles of Conduct and Action of the Group, these are further reinforced during the annual appraisal process for all staff.

The Group has the objective to have 100% of its' new managers to have taken the on-line training module in the 1<sup>st</sup> year of their employment.

Reporting on training key figures are available on <https://www.saint-gobain.com/en/press/corporate-publications>

In addition to this, all procurement professionals are required to complete courses on responsible sourcing, the focus of these sessions is on how the values of the Group are to be taken into consideration in the purchasing processes to ensure the highest standards are applied to our supply chains.

Saint-Gobain UK & Ireland will continue to build upon this approach and involve HR and purchasing teams to undertake potential additional training on modern slavery with a specific focus on identification of issues and reacting to concerns, both within our organisation and in the supply chain.

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## The Supply Chain

Saint-Gobain UK & Ireland's supply chain is very broad with more than 26,000 first tier suppliers from 46 countries; in order to focus the management of this complex supply base we sub-divide this into 2 top level categories, specifically:

- Trade products – goods for resale in distribution businesses, these are managed by the category management teams within the Building Distribution Sector.
- Non-trade products and services – raw materials/components used in the manufacture of finished products, office/engineering supplies, professional services, support services (e.g. cleaning, temporary labour, etc.) which are managed by the purchasing functions of the businesses.

In accordance with the Group process described in the 1<sup>st</sup> part of the document and the categories of supply, the businesses have procedures in place to identify, react to and minimise the risks present in the supply chain.

### ➤ Trade Products

The approach to supply chain management is driven by the central category team of our Building Distribution businesses, through our global and national strategic supply relationships, the current approach is:

Stage	Key activities
Stage 1	Supplier acceptance of the <a href="#">Saint-Gobain Building Distribution Supplier Charter</a> , which highlights the standards required from our suppliers, to which acceptance is expected for each contract period.
Stage 2	Assessment via an on-line audit which evaluates suppliers' corporate social responsibility credentials and systems.
Stage 3	Supplier specific follow up and action plans are developed based upon the results of Stage 2.

At the same time, risk mapping is undertaken and the Building Distribution Sector performs systematic audits of supplier factories, the purpose of which is to specifically assess their management system and the environmental, social and legal aspects of the production activities. After the audit, the supplier receives a report as well as recommendations for compliance, with the expected completion date or paths for improvement.

To complement its Responsible Purchasing policy, certain categories of purchases comprise specific environmental, social, human rights or legal risks. Having identified these risks, Saint-Gobain is undertaking an adapted protection action plan incorporating dialogue with the stakeholders involved. Timber-based and Natural Stone products are subject to specific attention.

For timber, Saint-Gobain Building Distribution published a policy in 2007 that integrates a commitment to protect local population. Greater precautions are taken when purchasing products originating from tropical regions.

For natural stone products, a specific action plan is in place including supplier validations with the support of recognized third-parties.

Key figures on responsible trade purchasing are published by Saint-Gobain Group: <https://www.saint-gobain.com/en/press/corporate-publications>

### ➤ Non- trade products & services

The approach to supply chain management is managed by the purchasing function, and implemented both centrally and in the individual business units depending on the extent of the supply contract/relationship. The existing approach is:

Stage	Key activities
Stage 1	Acceptance of <a href="#">Saint-Gobain Group Supplier Charter</a> , which highlights the standards required from our suppliers, to which acceptance is expected for all suppliers >€100k and recommended for all other suppliers.
Stage 2	Assessment via an on line audit to evaluate suppliers corporate social responsibility credentials and systems, utilising Ecovadis methodology
Stage 3	Social Audit on site are managed and supplier specific follow up and action plans developed based upon results of assessment or on site audits

In addition to this process, Saint-Gobain UK & Ireland identified certain services (cleaning and janitorial, security, temporary labour, temporary drivers and sub-contract labour in quarries) as a specific risk area.

The inherent risk of this category, has led Saint-Gobain UK & Ireland to set up a working group to specifically tackle this area of risk. The focus of the working group will be to ensure that all suppliers in these areas are compliant with the standards that the Saint-Gobain UK & Ireland would apply to our own businesses/employees and that the suppliers utilise best practices to reduce the risks within their business and their supply chains.

For 2016, the working group will be developing a process for risk assessment, audit and improvement with suppliers in these sub-categories.

Key figures on responsible trade purchasing are published by Saint-Gobain Group: <https://www.saint-gobain.com/en/press/corporate-publications>

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### 8.3.1 **Working to Deliver Rehabilitation work**

In order to support the rehabilitation of offenders and reduce the likelihood of reoffending, the government wishes to see more prisoners working, and working longer hours, where work can be recognised as productive and is delivered in an 'employment like' atmosphere. Working gives prisoners the opportunity to learn new skills and prepare for employment on release.

Suppliers are encouraged to consider whether they can subcontract elements of their provision to prisons via appropriate agencies, including, but not limited to, ONE3ONE Solutions which is accessible online at: <http://www.one3one.justice.gov.uk/>

### 8.4 **Apprentice Schemes**

Suppliers are encouraged to consider developing further the apprenticeship schemes that they may already operate or consider introducing them if they don't currently have one.



**Appendix A  
Engineering Workshops**

**HMPS Gate Restrictions**

<b>Establishment</b>	<b>County / Town</b>	<b>Post code</b>	<b>Height</b>	<b>Width</b>	<b>Distance between inner &amp; outer gate</b>	<b>Lock gates ?</b>
Coldingley	Surrey	GU24 9EX				
Hewell	Worcestershire	B97 6QS				
The Mount	Hemel Hempstead	HP3 0NZ				
Wymott	Preston	PR26 8LW				

**End of Appendix A**

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## **Appendix B**

### **Ministry of Justice Security Policy**

Contractors providing goods or services to the Ministry of Justice are bound by the Official

Secrets Acts 1911 to 1989. The 1989 Act makes it an offence for any person employed by a government contractor to disclose any document or information which is likely to result in the commission of an offence or facilitate an escape from legal custody or the doing of any other act prejudicial to the safekeeping of persons in legal custody.

The contractor's Staff will also be subject to a general obligation of confidentiality in respect of information acquired through providing the Services and will be required to sign a Confidentiality Undertaking.

The Ministry of Justice will also exercise the right usually given in government contracts, requiring the contractor to identify all members of his staff who will be involved in fulfilling the contract. The contractor may be required to supply other information the Ministry of Justice may require for determining whether there is any objection to a particular member of his staff being admitted to Ministry of Justice premises. The Ministry of Justice will have the right to exclude any person specified by the Ministry of Justice from those premises.

All contractors would be required to comply with the statements set out above.

End of Appendix B

Possession of Prohibited Items and Other Related Offences

**List A, B and C Items**

2.1 Prohibited items are now graded according to their seriousness and perceived threat to security and safety within a prison, and are classified as List A, List B or List C items, as set out below:

- **List A items** – drugs, explosives, firearms or ammunition and any other offensive weapon
- **List B items** - are alcohol, mobile telephones, cameras, sound recording devices (or constituent part of the latter three items)
- **List C items** - any tobacco, money, clothing, food, drink, letters, paper, books, tools, \*information technology equipment.

\*note that IT equipment is also subject to the provisions introduced by the Crime and Security Act and its possession within prison without appropriate authorisation is now a criminal offence – see Chapter 4.

**List A and B Offences and Penalties**

2.2 A person (e.g. prisoners, staff, social and professional visitors) commits an offence if he/she carries out any of the following listed activities without obtaining prior authorisation:

- brings throws or otherwise conveys list A or B items in or out of a prison by whatever means;
- causes another person to do so;
- leaves a list A or B item in any place (in or out of the prison) intending it to come into the possession of a prisoner;
- knowing a person to be a prisoner, gives a list A or B item to him/her.

2.3 The maximum penalty on conviction for committing offences in respect of list A items is 10 years imprisonment and/or an unlimited fine. The maximum penalty on conviction for committing offences in respect of list B items is 2 years imprisonment and/or an unlimited fine. All such offences attract a criminal record on conviction.

**List C Offences**

## **RESTRICTED**

- 2.4 A person (e.g. prisoners, staff, social and professional visitors) commits an offence if he/she carries out any of the following listed activities without obtaining prior authorisation:
- brings, throws or otherwise conveys a List C item into a prison intending it to come into the possession of a prisoner;
  - causes another person to bring, throw or otherwise convey a List C item into a prison intending it to come into the possession of a prisoner;
  - brings, throws or otherwise conveys a List C item out of a prison on behalf of a prisoner;
  - causes another person to bring, throw or otherwise convey a List C item out of a prison on behalf of a prisoner;
  - leaves a List C item in any place (whether inside or outside a prison) intending it to come into the possession of a prisoner, or;
  - while inside a prison, gives a List C item to a prisoner.
- 2.5 All such offences carry a criminal record on conviction.

### **Main Offences**

- 3.1 Section 40D of the Prison Act provides offences of - without authorisation:
- taking a photograph or making a sound recording within a prison;
  - transmitting any image or sound or information electronically from within a prison for simultaneous reception outside a prison;
  - conveying a “restricted document” (see definition below) out of a prison.

### **Definitions**

- 3.5 Restricted documents are defined in the Prison Act as including:
- photographs or sound recordings taken/made inside the prison;
  - personal records of prisoner (serving or past);
  - information relating to an identified or identifiable individual (including families of prisoners or staff) if the disclosure of that information might prejudicially affect the interests of that individual;
  - information relating to any matter connected with the prison if the disclosure of that information might prejudicially affect the security or operation of the prison.

### **POSSESSION OF PROHIBITED ITEMS**

- 4.1 The Crime and Security Act 2010 amends the Prison Act to make the following an offence to possess within a prison without authorisation:
- a) a device capable of transmitting or receiving images, sounds or information by electronic communications (including a mobile telephone);
  - b) a component part of such a device;
  - c) an article designed or adapted for use with such a device (including any disk, film, or other separate article on which images, sounds or information may be recorded).

**End of Appendix C**

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# Transport Managers and Drivers Handbook

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## **1 INTRODUCTION & PURPOSE**

This document highlights the responsibilities of Depot Transport Managers and delivery drivers to meet HMPS requirements

The document provides information and guidance on procedures specific to the HM Prison Service, thereby allowing drivers to carry out their duties to the required standards. It is designed to be used in conjunction with the company's existing manuals and instructions.

This handbook may, from time to time, be updated and drivers should ensure that they have the current version.

## **2. KEY POINTS ABOUT PRISON DELIVERIES**

- 2.1 HMPS Contract may be a departure from the company's normal practice of delivering to commercial organisations and premises and as a consequence may introduce new working practices and procedures synonymous with the ethos of a penal establishment.
- 2.2 Deliveries to establishments must be made within the agreed delivery time window. You are unlikely to be given access outside these times.
- 2.3 Regular and relief company drivers delivering to the prisons must carry their company's photo identification badges.
- 2.4 Agency Drivers must have a photo identification i.e driving licence, passport. Without any form of photo identification you may be refused entry into the establishment.
- 2.5 The relationship between the Driver and Prison staff and in particular, the establishment Gatekeeper, is important to the success of a smooth and effective delivery experience.
- 2.6 During deliveries to establishments, drivers may well come into contact with prisoners, caution must be exercised during any interaction. In all cases, follow the guidelines in the Drivers Handbook section of this document.
- 2.7 No alcohol, or products containing alcohol, will be permitted on prison property, this must be delivered before arriving at an establishment.
- 2.8 Establishment Governors have the right to add other items to the banned list, an example being aerosols. Drivers must declare any item at the gate that they're unsure about to guard against confusion/embarrassment/potential prosecution. Drivers should be fully aware of the list of band and restricted items; this information is available at the gate house. Annex 2 of this document gives guidance on this list but each establishment will have its own security department list appropriate to the establishment.
- 2.9 Detachable mobile phones, cameras, knives or tools, even innocent looking items may be an aid to a prisoner escape or could be classed as a weapon and anything which would be called contraband will not be allowed into an establishment. These items must be handed in at the gate before entering the establishment. If found on the vehicle when in the establishment this could be classed as trafficking, which is a criminal offence.

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- 2.10 Any drivers aids like sat nav vehicle accident recording cameras, two way radios, fitted mobile phones, etc which are detachable from the vehicle must be handed into the gate officer before entering the establishment. If they are permanently fitted to the vehicle they must be switched off before entering the establishment and remain off until the vehicle is outside the establishment. If the vehicle is fitted with a manufactures vehicle management monitoring systems which must remain live at all times and which cannot be disabled or switched off, this must be reported to the gate keeper before entering the establishment.
- 2.11 Ladders should be left in the gate area unless they are required for the delivery in which case they must be secured to the vehicle at all times when not in use.
- 2.12 Drivers mates, to assist with the unloading on vehicles, will only be allowed into an establishment by prior arrangement with the individual establishment.
- 2.13 A notice is displayed at the entrance to an establishment or at the gate providing information on the major issues relating to visiting an establishment. (SEE ANNEX 1)

### 3.1 Selecting and Training Drivers to Deliver to HM Prisons

- 3.1.1 There are advantages in allocating a regular driver to make prison deliveries, who will become recognised by HMPS staff. The driver would also then become familiar with the establishments' internal procedures and thus the deliveries will be expedited efficiently. A list of regular and relief drivers is will need to be provided to all establishments, where possible if agency drivers are to be employed the supplying agency should supply pre checked drivers to expedite deliveries.
- 3.1.2 Drivers should be selected from appropriately security-cleared staff, from within the servicing depot. Personal information will be required for CRB checks. This information will be protected under the Data Protection Act. All regular drivers will be required to be security vetted in line with HMPS security vetting procedures.
- 3.1.3 Drivers and relief drivers must carry their company's I.D when making a delivery to an establishment.
- 3.1.4 Agency Drivers must have a photo identification i.e. driving licence, passport. Best practice would be to use permanently employed and security vetted staff as both regular and relief drivers.
- 3.1.5 Depot Managers are responsible for ensuring that their drivers have photo identification with them before setting off on their route.
- 3.1.6 Depot Managers are responsible for ensuring that drivers are fully trained to achieve a successful delivery. Drivers are to be fully appraised of the meaning, importance, and content of the Drivers Handbook and are aware of the consequences and impact of non-compliance.
- 3.1.7 Drivers delivering to establishments must be able to understand and follow instructions given by HMPS staff and be able to communicate clearly.
- 3.1.8 Drivers making deliveries to establishments must dress to the company's policy on corporative clothing.
- 3.1.9 Before leaving you will need to pass on details of your next destination and contact details in case an issue arises from your delivery.

## 3.2 Routing Deliveries to Prison Establishments

- 3.2.1 Establishments have been allocated an agreed delivery day and time. Route and drop numbers must allow for the vehicle to complete the delivery within the establishment's agreed window times. You are unlikely to be given access outside these times. When making deliveries the delivery window reflects the last time by which the delivery must be clear of the establishment. Arrival at the establishment should allow for security checks in and out, travel to the drop point within the establishment, safe delivery and checking of the load and any paperwork that requires checking.
- 3.2.2 Requests for additional deliveries can be accommodated but must be approved between the Transport Manager and the HMPS Nominated Manager at the effected establishment.
- 3.2.3 Depot staff should not routinely agree to additional deliveries, other than Service Error Recoveries.
- 3.2.4 Additional deliveries requested by establishments will be treated as one off deliveries and covered by an official order.
- 3.2.5 The Depot Duty manger and depot transport staff responsible for day to day 'load balancing' must be mindful of the delivery constraints when matching the delivery schedule.
- 3.2.6 The Depot Duty Manager must ensure the vehicle is loaded in the correct manner as per the delivery schedule.
- 3.2.7 Periodic route evaluation and re-routing' exercises must also take into account establishment delivery windows. Any planned changes must be submitted to HMPS for approval, prior to any trial of a new routing or permanent change to delivery windows. This must be agreed with establishments in the first instance. Any changes made without formal agreement will be seen as contract non-compliance by the Authority.
- 3.2.8 If alcohol or products containing alcohol, forms part of any split loading, it must be delivered before arriving at an establishment.
- 3.2.9 Drivers are not allowed to smoke in the establishment given that it is likely the areas they will deliver to are designated non-smoking areas.

## 3.3 Delivery Windows

- 3.3.1 All establishments have agreed strict delivery windows times.
- 3.3.2 Access to establishments outside the agreed window time may not be permitted. If the driver is unable to deliver within the agreed window they must contact their Line Manager without any delay. The company will contact the establishment and arrange an agreeable time for the delivery and report back to the driver. The company may need to put their contingency plans into operation to fulfil the establishment's urgent requirements.

## 3.4 Pre Departure Checks

- 3.4.1 Initiate a daily check to ensure that all drivers about to embark on a prison delivery have all of the necessary paper work, approved identification, suitable equipment to unload the vehicle, checked that orders are complete and loaded on the vehicle in a way that makes for an efficient delivery, and a copy of the Drivers Handbook.
- 3.4.2 Ensure, especially relief and Agency drivers, are aware of their route to match the loading on the vehicle and know where the relevant establishments are situated. A briefing on the

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requirements of HMPS deliveries be given to the relief or agency driver. This may be in the form of a script or memory notes outlining the salient points for the establishment being visited.

3.4.3 Drivers are dressed in accordance with the company's policy on corporative clothing.

### 3.5 Drivers De-Brief

3.5.1 Drivers de-brief should take place on the drivers return to the depot. Drivers should be encouraged to record details of any incident that may have occurred during the delivery. This may include contact by a prisoner, difficulty with HMPS Staff, poor loading, damaged goods, outstanding returnable containers or other noteworthy events (see additional notes under Making a Delivery). Resulting from the de-briefing if there are any issues which are causing concern to the driver it must be reported back to the establishment by phone, and then followed up in a written format (e-mail / letter).

## 4. DRIVERS HANDBOOK

### 4.1 Important Points about the Drivers Handbook

- 4.1.1 It must be kept in your vehicle at all times.
- 4.1.2 The Handbook is an important document and must be read and fully understood before attempting to make deliveries to Prison Establishments.
- 4.1.3 If you are unsure about any of your duties and responsibilities, or you do not fully understand any part of this handbook, consult your Line Manager who will give you further advice.

### 4.2 Load Security

- 4.2.1 It is the responsibility of the driver to ensure:-
  - That the vehicle's load is secure at all times
  - The vehicle is not over loaded
  - The load is evenly distributed
  - All pallets are securely wrapped and appropriately supported
  - All cages are secured using load restraints
  - All cage deliveries have a maximum loaded weight of 350 kilograms.
  - All pallet deliveries have a maximum loaded weight of 800 kilograms.

NOTE Webbing straps can be used to secure the cage or load. If used, the webbing straps must stay on the vehicle and be accounted for before leaving the unloading area. Any missing webbing straps must be reported to the escorting officer before moving the vehicle. An inventory of straps and other equipment on all vehicles should be maintained and checked on a regular basis.

### 4.3 Before Departing from the Depot

- 4.3.1 Regular and relief company drivers delivering to the prisons must carry their company photo identification badges. Depots should contact the establishment to provide details of change to a regular driver.
- 4.3.2 Agency Drivers must have a photo identification i.e driving licence, passport.
- 4.3.3 You should ensure that you have all necessary paperwork for the deliveries and equipment to unload the vehicle. Your paperwork should be compatible to the load plan for your vehicle.
- 4.3.4 No alcohol, or products containing alcohol, will be permitted on prison property; this must be delivered before arriving at an establishment.
- 4.3.5 If you know a prisoner who is held at any of the establishments which you are delivering to, tell your Line Manager before leaving the depot.
- 4.3.6 There is no authorised drop off points at establishments where you can leave goods unattended.
- 4.3.7 Medication and prescription drugs should be kept to the minimum you require for that working session.

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Large quantities of medication and prescription drugs should not be taken in to establishments as this may cause problems when vehicle or the person are searched. You should advise the escorting staff of any medication you have in your possession when they initially search the vehicle on entry to the establishment, this will then be dealt with in accordance with the local security strategy.

### 4.4 Delivery Windows

- 4.4.1 All establishments have strict delivery windows, the delivery must be completed within these times. Deliveries will not normally be accepted outside these windows. Due to other timed activities at establishments, if you have not completed your delivery within your approved window time, you may not be allowed to complete the unloading and requested to leave the establishment. You must contact your Line Manager, so they can arrange an agreeable time for you to re-enter the establishment to complete the delivery.
- 4.4.2 If you become aware that you will not be able to meet any specified delivery window, you should immediately advise your Line Manager in order that this can be communicated to the establishment in a timely manner.

### 4.5 Communication

- 4.5.1 Drivers should:
- Maintain regular contact with their home depot
  - Always seek advice from your Line Manager whenever you are unsure about any aspect of your work
  - Communicate the cause and likely duration of any delays to your Line Manager
  - Be polite and act in a professional manner at all times
  - Ask for clarification on any unclear instructions given by HMPS staff
  - Inform prison staff and your Line Manager if approached by a prisoner for any reason not connected to the delivery
  - Report any behaviour by prisoners that is unusual or would suggest a pattern of behaviour that would lead to conditioning, i.e. the prisoner being overly friendly or performing delivery tasks as a favour or giving a helping hand. Be aware of every day questions about home life or other delivery points connected with your work.
  - Be mindful of who is listening to you when talking to staff about home life or work related information.

### 4.6 Prison Specific Delivery Requirements/Process

- 4.6.1 Whilst adhering to company standard procedures, there are a number of addition requirements that must be complied with:
- 4.6.2 Drivers should remain polite and helpful when making deliveries, no matter how trying the circumstances. If you have a dispute with the gate staff prior to entry to the establishment; please contact your manager for guidance. Once within the establishment drivers must always follow Prison staff instructions and adhere to the speed limits and the constraints of escorting staff walking behind the vehicle.

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- 4.6.3 Unloading should not commence until the escort staff indicate it is appropriate to do so. The cab should be locked and keys handed to escorting staff whilst unloading takes place.
- 4.6.4 It is important to remember that there are stringent security protocols in effect at establishments which may at first appear abrupt and occasionally invasive. Drivers are expected to deal with these protocols in a professional and courteous manner. Their purpose is to ensure the safety of all concerned.
- 4.6.5 If you are given an instruction which is unclear, or you do not understand, please ask for further clarification from the member of staff.
- 4.6.6 Drivers are not allowed to smoke in the establishment given that it is likely the areas they will deliver to are designated non-smoking areas.
- 4.6.7 A notice is displayed at the entrance to an establishment or at the gate providing information on the major issues relating to visiting an establishment. **(SEE ANNEX 1)**

### 4.6.8 On arrival drivers must observe the following points:

- Observe all speed limits and traffic directives in force on crown property.
- When stationary ensure your vehicle engine is turned off.
- The vehicle must be securely locked before reporting to the main gate.
- Report to the main gate taking your ID and paperwork for the delivery or collection with you.
- The vehicle must not obstruct the gate to such an extent that it interferes with the free-flow of vehicles.
- You must always hand in any detachable mobile phones (including personal mobile phones), satellite navigation aids, accident recording camera at the main gate. These will be returned when leaving the establishment.
- Any permanently fitted cab-phone, satellite navigational aids, accident recording camera must be switched off and must remain off until you leave the establishment.
- If the vehicle is fitted with a manufacturer's vehicle management monitoring systems which must remain live at all times and which cannot be disabled or switched off, this must be reported to the gate keeper before entering the establishment.
- Medication and prescription drugs should be kept to the minimum you require them for that working session. You should advise the escorting staff of any medication you have in your possession when they initially search the vehicle on entry to the establishment, this will then be dealt with in accordance with the local security strategy.
- If you have not delivered or collected from the establishment before, always ask the gate staff about the procedures for visiting drivers; this will ensure the prompt completion of your visit.
- If you are carrying knives of any kind or any item which could be classed as a weapon, these must also be handed in at the gate.
- If found on the vehicle when in the establishment this could be classed as trafficking, which is a criminal offence
- No alcohol is permitted in an establishment. If found on the vehicle when in the establishment this could be classed as trafficking, which is a criminal offence

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- Establishment Governors have the right to add other items to the banned list, an example being aerosols. You are encouraged to declare any item at the gate that you are unsure about to guard against confusion/embarrassment/potential prosecution.
- Ensure that you remove any cigarettes, lighters and personal items including letters from sight.
- If you have any operational tools which could be classed as a weapon (e.g. vehicle cranking bar or hook) these must be declared.
- Vehicles are searched when entering or leaving the establishment Please ensure you conform with the points above to save delays and any embarrassment to yourself or your company. If the search is to include a sniffer dog please see 4.7.1 (Searches Using Sniffer Dogs)

### 4.6.9 Making the Delivery

- Prison staff will usually escort you to and from the delivery point. Escorting officers are not permitted to travel in contractors vehicles.
- For the avoidance of doubt, when escorted, you must always travel at the speed of the walking escorting officer and ensure you have visual contact with the escorting officer at all times.
- When going through internal gates you must wait until the escorting officer has closed and locked the gates. The escorting officer will instruct you when to continue with your journey.
- Never allow any third party to board your vehicle or its load area, particularly prisoners. It is your responsibility to unload/load your vehicle.
- Always ensure that your vehicle engine is switched off and the cab is securely locked with the keys removed whilst making the delivery.
- The Delivery Note must be signed and dated by the receiving member of staff. Under no circumstances are prisoners authorised to sign for the goods delivered. The load will be checked and signed for if possible, due to the size and complexity of some deliveries it is not practical on all occasions for a full check to be made on delivery and goods will be signed as unchecked at point of delivery. Discrepancies will be advised within 24 hours. This will allow the vehicle to leave and other deliveries to other areas to be made.
- You must undertake a check to ensure all your webbing straps and securing bars are accounted for before leaving the unloading area. If any items are missing you must make the escorting officer aware of the situation before moving the vehicle.
- Do not enter into conversations with prisoners (other than those directly related to receipt of the goods or as general good manners whilst delivering).
- Do not give prisoners anything. It may seem innocent enough to reward them with a cigarette for helping to unload / load your vehicle, this could result in prisoners demanding more which can end in trafficking for them.
- Immediately inform a member of the prison staff before leaving the establishment if a prisoner asks you to take out or bring items into the establishment for them. This is classed as trafficking which is a criminal offence. You must also inform your depot transport management on return.

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- If you find yourself accepting anything (eg a letter or package) from a prisoner– do NOT attempt to give it back. Inform your escorting officer immediately and pass the package to them. Upon leaving the establishment, contact the depot immediately and notify them of any such incident.
- If you see a prisoner that you know (family / friend etc.), you must report this to the gate staff or your escorting officer immediately. This must be reported back to your manager as part of the de-briefing.

### 4.6.10 Departure from the prison site

- Before leaving the site ensure you have collected all returnable cages, pallets and boxes. If you are unable to collect all the returnable items awaiting for collection this must be reported back to your Line Manager as part of the Drivers De-brief
- Remember: to collect your belongings, e.g. mobile phones, etc., from the main gate before leaving the site
- Before leaving you will need to pass on details of your next designation and contact details in case an issue arises from your delivery
- Ensure you remain with your escort until dismissed
- Prison speed limits and traffic directives remain in force until you rejoin the public highway

## 4.7 Prison Service Right of Search

4.7.1 HMPS staff may wish to search your vehicle and/or your person in order to ensure the continued security of the establishment. This could occur when entering or leaving the establishment. This is in line with Prison Rule 71 which states that:

"(1) Any person or vehicle entering or leaving a prison may be stopped, examined and searched and in addition any such person may be photographed, fingerprinted or required to submit to other physical measurement.

(1A) Any such search of a person shall be carried out in as seemly a manner as is consistent with discovering anything concealed about the person or their belongings.

(2) The governor may direct the removal from a prison of any person "who does not leave on being required to do so."

4.7.2 This may include a level A or B personal rub down search (similar to airport security) This is in accordance with paragraph 2.53 of PSI 49/2010 which provides that "Local arrangements and procedures must be in place that direct which vehicles are searched on entry and exit and the level of searching to be conducted on the driver and any passengers, to be set out in local security strategies."

4.7.3 In exceptional circumstances a full search of the person may be required to maintain the security of the establishment, this will include the removal and search of clothing. Visitors to prisons are not routinely full searched except where there is a power to search without consent under Firearms Act 1968 and Misuse of Drugs Act 1971 and the Police and Criminal Evidence Act 1084 (PACE S32). For example, a full search may be conducted if there is reasonable cause to suspect the subject is carrying a firearm for the purpose of committing an indictable offence; if there is reasonable cause to suspect the subject is carrying a class A, B or C controlled drug; or if an officer of the prison has arrested the subject and there is

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reasonable cause to suspect they are a danger to self or others or they are carrying something which may be used to escape from arrest or which might be evidence relating to an offence. However, less intrusive methods will be considered before a decision to full search is made.

### 4.7.4 Searches Using Sniffer Dogs in Cargo Area

- If the establishment wish to search the cargo compartment of the vehicle with sniffer dogs it will immediately render any food products on the vehicle unfit for human consumption. You should request that the Head of Security is informed of this and that the establishment will be charged for the full replacement cost of any food product within the vehicle.
- If your vehicle is carrying any food related products, offer to remove the establishments consignment, do not allow the dog to stand on the tail lift. The consignment can then be searched independently of any other delivery still on the vehicle.
- The searched consignment must not go back onto the vehicle. The establishments will have to make alterative arrangements to have the consignment taken to the delivery destination
- If you are carrying no food items on the vehicle, the establishment has the right to use a sniffer dog to search the cargo area

### 4.7.5 Searches Using Sniffer Dogs in Drivers Cab area

- It is more likely to be the driver's cab that the establishment wants to search with a prison dog. The prison service has the right to search the cab of the vehicle with a sniffer dog.
- If subject to a search you should remove all personal items from the vehicle's cab, including food, spare items of uniform, personal possessions etc before the dog enters the cab. You must allow a member of staff to manually search these items without using a sniffer dog.

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### 5. OPERATIONAL/DRIVER 'ISSUES/WHAT IF?' CHECKLIST

<b>Issue</b>	<b>You need to.....</b>	<b>Your Manager will ....</b>	<b>HMPS Will</b>
<i>If refused entry to the establishment or You are awaiting an escort</i>	Try to establish how long before you will be allowed entry into the establishment. If the delay is cause for concern then contact your depot immediately.	Contact the Nominated Manager at the establishment and advise driver as to reason for delay and action to take – this may include making other deliveries and returning to the establishment later.	Facilitate delivery of goods into the prison.
<i>I have lost/forgotten my company ID badge. or photo ID</i>	This should be notified to your Line Manager BEFORE you depart, as this may affect your ability to gain entry to Establishments. If lost in the establishment, report it to the escorting officer before leaving the establishment	Ensure the establishment will accept the delivery from the driver by contacting the establishment You may need to make alternative arrangements if necessary.	HMPS will try and facilitate delivery of goods into the prison if approval is given.  Escorting Officer will inform Security without delay.
<i>What clothing can I wear?</i>	At all times when making a delivery you must be wearing clothing that meets the company policy for clothing	Ensure the driver is wearing corporative clothing as per the company policy.	If the driver is not wearing suitable clothing report it back to the transport manager at the supplier's depot.
<i>I expect to miss the agreed delivery window (for any reason)</i>	Contact the depot immediately, who will establish the correct course of action.	Contact the establishment and advise them of delay. Confirm action to be taken – this may include a later delivery or the dispatch of an alternative vehicle	Facilitate delivery of goods into the prison.  If necessary keep the driver informed if waiting at the gate.
<i>There is a product missing / mis-picked / damaged goods on the delivery</i>	Complete your claim-form or make a note and telephone your depot immediately on leaving the establishment to notify them of any shortages etc. – When checking the goods at the point of delivery, make sure that you are dealing with a member of staff and not prisoners	Progress as per normal procedures to ensure credit notes are issued or the shortfall is made up within agreed times	Ensure items are accurately receipted and credit requests are submitted to suppliers within agreed times
<i>Prison staff ask to search my vehicle / personal belongings</i>	(See section 3.8 Searches Using Sniffer Dogs,	Make all arrangements necessary to ensure delivery to other customers are not affected and seek advice from RPU regarding invoicing for any compromised product.	Facilitate payment of invoice for compromised product and investigate reasons for search.  Do not prolong the delay of the vehicle if other customer's goods are on the vehicle.
<i>I am caught in a prison lock- down</i>	Seek advice on the length of time you will be delayed. If expected to be over 30 minutes ask the accompanying officer for use of a prison land-line to Contact the depot immediately, to establish the correct course of action. DO NOT USE THE CABPHONE (which was switched off before entering the establishment).	Contact the establishment to see how long the vehicle will be held in the establishment. Make alternative delivery arrangements if necessary for other customers.	Keep driver informed.
<i>I am refused entry to the prison due to other</i>	Try to establish an expected time for being allowed entry and then contact your	Contact the Establishment and advise driver as to reason	Ensure alterative arrangements are

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<i>issues at the prison (e.g. Problem with prisoners)</i>	depot immediately, to establish the correct course of action. Do not simply drive away with a view to returning later.	for delay and action to be taken. This may include making other deliveries and returning to the establishment later.	made to allow the vehicle to enter outside its normal window times.
<i>Returnable containers are not available to collect / swap.</i>	Advise your Line Manager as part of the de-briefing when you return to your depot.	Contact the Establishment and remind them the containers are returnable and you will collect the remaining containers on the next delivery	Ensure all empty returnable containers are available for collection on next delivery
<i>I have a disagreement with the prison establishment staff</i>	Do not “argue” with any prison staff, simply refer your concerns upon return to the depot during debrief. For any urgent queries, telephone your transport department immediately outside the establishment	Contact the establishment and advise them of the problem between your driver and their staff. If you are concerned raise with your Account Manager	Deal with issues raised as quickly and thoroughly as possible, escalating if necessary.
<i>A prisoner attempts to start a conversation with me, Examples may include...</i> • asking for cigarettes, • “can you post a letter – I’ve just missed the post”	Do not enter into conversations with prisoners (other than those directly related to receipt of the goods or for general good manners whilst delivering). if in doubt, seek assistance from prison staff. It may seem innocent enough but you must not give a prisoner anything even if it is only ONE cigarette.  If you find yourself accepting anything (eg a letter or package) from a prisoner– do NOT attempt to give it back. Inform your escorting officer immediately and pass the package to them. Upon leaving the establishment, also contact the depot immediately and notify them of any such incident.	Please make a note of the matter in case of future queries.	Ensure the prisoner will not be able to make contact with the driver for future deliveries
<i>If you know a prisoner held at the establishment which you are going to deliver to</i>	Tell your manager before leaving the depot, alternative arrangements may be able to be made by your manager.	Make alternative arrangements where possible and ensure that the establishment are informed. Ensure future deliveries are made by a driver unconnected to the prisoner.	Facilitate delivery of goods into the prison and ensure gate staff and security are informed. Ensure the prisoner will not be able to make contact with the driver
<i>I recognise a prisoner whilst making the delivery</i>	If you have seen a prisoner that you know (family / friend etc.), please report this to your escorting officer immediately.	Ensure future deliveries are made by a driver unconnected to the prisoner.	Facilitate delivery of goods into the prison and ensure gate staff and security are informed.

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### 6. ANNEX 1: NOTICE AT THE ENTRANCE OF AN ESTABLISHMENT

Under the Prison Act 1952 it is a criminal offence for any person:

- i. to help a prisoner to escape or attempt to escape; the maximum penalty is 10 years imprisonment (s. 39)
- ii. without authority to convey or cause another person to convey in or out of the establishment, or to a prisoner, or to leave in a place intending it to come into the possession of a prisoner:
  - (a) A controlled drug, explosive, firearm, offensive weapon; maximum penalty is 10 years imprisonment or an unlimited fine or both (s. 40B)
  - (b) Alcohol, mobile telephone, camera, sound-recording device; maximum penalty is 2 years imprisonment or an unlimited fine or both (s. 40C)
  - (c) Tobacco, money, computer equipment or any other item listed in Rule 70A of Prison Rules; maximum penalty is a fine (s. 40C)
- iii. without authority to take a photograph or make a sound recording within a prison or convey a restricted document out of a prison; maximum penalty is 2 years imprisonment or an unlimited fine or both (s. 40D).

### 7. ANNEX 2: LIST OF PROHIBITED AND CONTROLLED ITEMS

#### Prohibited Items

These are items or articles that are not permitted under any circumstances within the prison establishment:

Explosives	Aerosols	Game Stations with an
Wax	Wire	Internal Modem
Weapons	Drugs (none HCC)	
Cameras (including video cameras)	Toy Guns	
Magnets	Mobile Phones	
Mobile Phone Bluetooth	Alcohol	
Headsets and Technology	Metal cutlery	
	Mobile phone SIM cards	

#### Controlled Items

These are items or articles that must be carefully monitored when in the prison

Tools	Skips	Glue
Matches	Ladders	Tin Foil

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Yeast Clingfilm Chewing Gum Rope Vinegar Games Consoles of any description Computer Software Syringes	Solvents Bleach Personal Audio Equipment DVD's and DVD Players Computer Memory Devices Money (limit £100) Alarm clocks	Video Dustbins Foods CD's Electrical equipment of any nature
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**SCHEDULE 2 - PRICES**

REDACTED

### **SCHEDULE 3 - CHANGE CONTROL**

<b>CCN:</b> <b>Contract Reference Number &amp; Title</b> <b>Change Title</b>	
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WHEREAS the Supplier and the Authority entered into a Contract for the supply of Double Glazed Units dated 20/10/17 (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows:

1. The Original Contract is amended as set out in this CCN:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annex [x] for Details)		
Revised Term		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended in the CCN all other terms of the Original Contract remain effective.
3. The CCN takes effect from the date on which both Parties sign below.

**IN WITNESS** of which this CCN has been duly executed by the Parties.

**SIGNED** for and on behalf of the  
 Secretary of State for Justice  
 Signature:  
 Name (block capitals):  
 Position:  
 Date:

**SIGNED** for and on behalf of [insert name  
 of Supplier]  
 Signature:  
 Name (block capitals):  
 Position:  
 Date:

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**SCHEDULE 4 - COMMERCIALY SENSITIVE INFORMATION**

- 1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E4 (Freedom of Information).
- 2 In this Schedule 4 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 4 applies.
- 4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

SUPPLIER'S COMMERCIALY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY

**RESTRICTED**

**SCHEDULE 5 - SUPPLIER AND THIRD PARTY SOFTWARE**

**Supplier Software comprises the following:**

Software	Supplier (if Affiliate of the Supplier)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

**Third Party Software comprises the following:**

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

## **SCHEDULE 6 – INFORMATION ASSURANCE & SECURITY**

### **1. GENERAL**

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

### **2. INFORMATION SECURITY MANAGEMENT SYSTEM**

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

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- 2.3.1 protect all aspects of and processes of Information Assets and Authority Data, including where these are held on the ICT Environment (to the extent that this is under the control of the Supplier);
- 2.3.2 be aligned to and compliant with the relevant standards in ISO/IEC 27001: 2013 or equivalent and the Certification Requirements in accordance with paragraph 5 unless otherwise Approved;
- 2.3.3 provide a level of security which ensures that the ISMS and the Supplier System:
  - 2.3.3.1 meet the requirements in the Contract;
  - 2.3.3.2 are in accordance with applicable Law;
  - 2.3.3.3 demonstrate Good Industry Practice, including the Government's 10 Steps to Cyber Security, currently available at:  
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>;
  - 2.3.3.4 comply with the Security Policy Framework and any other relevant Government security standards;
  - 2.3.3.5 comply with the Baseline Security Requirements;
  - 2.3.3.6 comply with the Authority's policies, including, where applicable, the Authority's Information Assurance Policy in PSI 24/2014;
- 2.3.4 address any issues of incompatibility with the Supplier's organisational security policies;
- 2.3.5 address any specific security threats of immediate relevance to Information Assets and/or Authority Data;
- 2.3.6 document:
  - 2.3.6.1 the security incident management processes, including reporting, recording and management of information risk incidents, including those relating to the ICT Environment (to the extent that this is within the control of the Supplier) and the loss of protected Personal Data, and the procedures for reducing and raising awareness of information risk;
  - 2.3.6.2 incident response plans, including the role of nominated security incident response companies; and
  - 2.3.6.3 the vulnerability management policy, including processes for identification of system vulnerabilities and assessment of the potential effect on the Goods of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing and application of security patches and the reporting and audit mechanism detailing the efficacy of the patching policy;

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- 2.3.7 include procedures for the secure destruction of Information Assets and Authority Data and any hardware or devices on which such information or data is stored; and
- 2.3.8 be certified by (or by a person with the direct delegated authority of) the Supplier's representative appointed and/or identified in accordance with paragraph 1.3.
- 2.4 If the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies notified to the Supplier from time to time, the Supplier shall immediately notify the Authority of such inconsistency and the Authority shall, as soon as practicable, notify the Supplier of the provision that takes precedence.
- 2.5 The Supplier shall, upon request from the Authority or any accreditor appointed by the Authority, provide sufficient design documentation detailing the security architecture of its ISMS to support the Authority's and/or accreditor's assurance that it is appropriate, secure and complies with the Authority's requirements.
- 2.6 The Authority shall review the proposed ISMS submitted pursuant to paragraph 2.1 and shall, within 10 Business Days of its receipt notify the Supplier as to whether it has been approved.
- 2.7 If the ISMS is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.
- 2.8 If the ISMS is not Approved, the Supplier shall amend it within 10 Business Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall, within a further 10 Working Days notify the Supplier whether the amended ISMS has been approved. The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with clause I1 (Dispute Resolution).
- 2.9 Approval of the ISMS or any change to it shall not relieve the Supplier of its obligations under this Schedule 6.
- 2.10 The Supplier shall provide to the Authority, upon request, any or all ISMS documents.

### **3. SECURITY PLAN**

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

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- 3.2.3 detail the process for managing any security risks from those with access to Information Assets and/or Authority Data, including where these are held in the ICT Environment;
  - 3.2.4 set out the security measures and procedures to be implemented by the Supplier, which are sufficient to ensure compliance with the provisions of this Schedule 6;
  - 3.2.5 set out plans for transition from the information security arrangements in place at the Commencement Date to those incorporated in the ISMS;
  - 3.2.6 set out the scope of the Authority System that is under the control of the Supplier;
  - 3.2.7 be structured in accordance with ISO/IEC 27001: 2013 or equivalent unless otherwise Approved;
  - 3.2.8 be written in plain language which is readily comprehensible to all Staff and to Authority personnel engaged in supplying the Goods and reference only those documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 6; and
  - 3.2.9 comply with the Security Policy Framework and any other relevant Government security standards.
- 3.3 The Authority shall review the Security Plan submitted pursuant to paragraph 3.1 and notify the Supplier, within 10 Business Days of receipt, whether it has been approved.
- 3.4 If the Security Plan is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.
- 3.5 If the Security Plan is not Approved, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall notify the Supplier within a further 10 Business Days whether it has been approved.
- 3.6 The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter shall be resolved in accordance with clause 11 (Dispute Resolution).
- 3.7 Approval by the Authority of the Security Plan pursuant to paragraph 3.3 or of any change to the Security Plan shall not relieve the Supplier of its obligations under this Schedule 6.
- 4. REVISION OF THE ISMS AND SECURITY PLAN**
- 4.1 The ISMS and Security Plan shall be reviewed in full and tested by the Supplier at least annually throughout the Term (or more often where there is a significant change to the Supplier System or associated processes or where an actual or potential Breach of Security or weakness is identified) to consider and take account of:

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

## 5. CERTIFICATION REQUIREMENTS

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

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and shall provide the Authority with evidence:

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

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

5.2 The Supplier shall ensure that it:

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

5.2.2 is certified as compliant with the CESG Assured Service (CAS) Service Requirement Sanitisation Standard or equivalent unless otherwise Approved

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

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

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

5.3.2 promptly return, destroy and/or erase any Authority Data in accordance with the Baseline Security Requirements

and failure to comply with this obligation is a material Default.

## 6. SECURITY TESTING

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

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

6.1.2 an annual IT Health Check by an independent CHECK qualified company of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held and any additional IT Health Checks required by the Authority and/or any accreditor;

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

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Approved) as soon as practicable and in any event within 5 Working Days after completion of each Security Test.

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

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

## 7. SECURITY AUDITS AND COMPLIANCE

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

## 8. SECURITY RISKS AND BREACHES

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

### IT Environment

## RESTRICTED

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

## 9. VULNERABILITIES AND CORRECTIVE ACTION

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

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- 9.3 The Supplier shall procure the application of security patches to vulnerabilities categorised as '*Critical*' within 7 days of public release, vulnerabilities categorised as '*Important*' within 30 days of public release and vulnerabilities categorised as '*Other*' within 60 days of public release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of the Goods being supplied, including where it resides in a software component which is not being used, provided that, where those vulnerabilities become exploitable, they are remedied by the Supplier within the timescales in paragraph 9.3;
  - 9.3.2 the application of a security patch in respect of a vulnerability categorised as '*Critical*' or '*Important*' adversely affects the Supplier's ability to deliver the Goods, in which case the Supplier shall be granted an extension to the timescales in paragraph 9.3 of 5 days, provided that the Supplier continues to follow any security patch test plan agreed with the Authority; or
  - 9.3.3 the Authority agrees a different timescale after consultation with the Supplier in accordance with the processes defined in the ISMS.
- 9.4 The ISMS and the Security Plan shall include provision for the Supplier to upgrade software throughout the Term within 6 months of the release of the latest version unless:
- 9.4.1 upgrading such software reduces the level of mitigation for known threats, vulnerabilities or exploitation techniques, provided always that such software is upgraded by the Supplier within 12 months of release of the latest version; or
  - 9.4.2 otherwise agreed with the Authority in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information provided by GovCertUK, or any other competent Central Government Body;
  - 9.5.2 ensure that the ICT Environment (to the extent that this is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
  - 9.5.3 ensure that it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment (to the extent that this is within the control of the Supplier) by actively monitoring the threat landscape during the Term;
  - 9.5.4 pro-actively scan the ICT Environment (to the extent that this is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS;
  - 9.5.5 from the Commencement Date and within 5 Working Days of the end of each subsequent month during the Term provide a report to the Authority detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that this

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is within the control of the Supplier) and any elapsed time between the public release date of patches and either the time of application or, for outstanding vulnerabilities, the time of issue of such report;

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

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

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

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

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

### **10. SUB-CONTRACTS**

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

## ANNEX 1 – BASELINE SECURITY REQUIREMENTS

### 1 Security Classifications and Controls

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

### 2 End User Devices

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

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

### **3 Data Storage, Processing, Management, Transfer and Destruction**

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

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<https://ogsirooffshoring.zendesk.com/hc/en-us/articles/203107991-HMG-sOffshoring-Policy>

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

- 3.4 The Supplier shall ensure that the Supplier System provides internal processing controls between security domains to prevent the unauthorised high domain exporting of Authority Data to the low domain if there is a requirement to pass data between different security domains.
- 3.5 The Supplier shall ensure that any electronic transfer of Authority Data:
  - 3.5.1 protects the confidentiality of the Authority during transfer through encryption suitable for the impact level of the data;
  - 3.5.2 maintains the integrity of the Authority Data during both transfer and loading into the receiving system through suitable technical controls for the impact level of the data; and
  - 3.5.3 prevents the repudiation of receipt through accounting and auditing.
- 3.6 The Supplier shall:
  - 3.6.1 protect Authority Data, including sensitive Personal Data, whose release or loss could cause harm or distress to individuals and ensure that this is handled as if it were confidential while it is stored and/or processed;
  - 3.6.2 ensure that any OFFICIAL-SENSITIVE information, including sensitive Personal Data is encrypted in transit and when at rest when stored away from the Supplier's controlled environment;
  - 3.6.3 on demand, provide the Authority with all Authority Data in an agreed open format;
  - 3.6.4 have documented processes to guarantee availability of Authority Data if it ceases to trade;
  - 3.6.5 securely destroy all media that has held Authority Data at the end of life of that media in accordance with any requirements in the Contract and, in the absence of any such requirements, in accordance with Good Industry Practice;
  - 3.6.6 securely erase any or all Authority Data held by the Supplier when requested to do so by the Authority;
  - 3.6.7 ensure that all material used for storage of Confidential Information is subject to controlled disposal and the Supplier shall:

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

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

### 4 Networking

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

### 5 Security Architectures

- 5.1 When designing and configuring the ICT Environment (to the extent that this is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or those with a CESG Certified Professional certification (<http://www.cesg.gov.uk/awarenesstraining/IA-certification/Pages/index.aspx>) or equivalent for all bespoke or complex components.
- 5.2 The Supplier shall provide to the Authority and any accreditor sufficient design documentation detailing the security architecture of the ICT Environment and data transfer mechanism to support the Authority’s and any accreditor’s assurance that this is appropriate, secure and compliant with the Authority’s requirements.
- 5.3 The Supplier shall apply the ‘*principle of least privilege*’ (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of the ICT Environment used for the storage, processing and management of Authority Data. Users should only be granted the minimum necessary permissions to access Information Assets and Authority Data and must be automatically logged out of the Supplier System if an account or session is inactive for more than 15 minutes.

### 6 Digital Continuity

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

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### 7 Personnel Vetting and Security

- 7.1 All Staff shall be subject to pre-employment checks that include, as a minimum, their employment history for at least the last 3 years, identity, unspent criminal convictions and right to work (including nationality and immigration status) and shall be vetted in accordance with:
- 7.1.1 the BPSS or BS7858 or equivalent; and
  - 7.1.2 PSI 07/2014, if applicable, based on their level of access to Information Assets and/or Authority Data.
- 7.2 If the Authority agrees that it is necessary for any Staff to have logical or physical access to Information Assets and/or Authority Data classified at a higher level than OFFICIAL (such as that requiring 'SC' clearance), the Supplier shall obtain the specific government clearances that are required for access to such Information Assets and/or Authority Data.
- 7.3 The Supplier shall prevent Staff who are unable to obtain the required security clearances from accessing Information Assets and/or Authority Data and/or the ICT Environment used to store, process and/or manage such Information Assets or Authority Data.
- 7.4 The Supplier shall procure that all Staff comply with the Security Policy Framework and principles, obligations and policy priorities stated therein, including requirements to manage and report all security risks in relation to the supply of the Goods.
- 7.5 The Supplier shall ensure that Staff who can access Information Assets and/or Authority Data and/or the ICT Environment are aware of their responsibilities when handling such information and data and undergo regular training on secure information management principles. Unless otherwise Approved, this training must be undertaken annually.
- 7.6 If the Supplier grants Staff access to Information Assets and/or Authority Data, those individuals shall be granted only such levels of access and permissions that are necessary for them to carry out their duties. Once Staff no longer require such levels of access or permissions or leave the organisation, their access rights shall be changed or revoked (as applicable) within one Working Day.

### 8 Identity, Authentication and Access Control

- 8.1 The Supplier shall operate a robust role-based access control regime, including network controls, to ensure all users and administrators of and those maintaining the ICT Environment are uniquely identified and authenticated when accessing or administering the ICT Environment to prevent unauthorised users from gaining access to Information Assets and/or Authority Data. Applying the '*principle of least privilege*', users and administrators and those responsible for maintenance shall be allowed access only to those parts of the ICT Environment they require. The Supplier shall retain an audit record of accesses and users and disclose this to the Authority upon request.
- 8.2 The Supplier shall ensure that Staff who use the Authority System actively confirm annually their acceptance of the Authority's acceptable use policy.

## **9 Physical Media**

- 9.1 The Supplier shall ensure that:
- 9.1.1 all OFFICIAL information is afforded physical protection from internal, external and environmental threats commensurate with the value to the Authority of that information;
  - 9.1.2 all physical components of the Supplier System are kept in secure accommodation which conforms to the Security Policy Framework and CESG standards and guidance or equivalent;
  - 9.1.3 all physical media holding OFFICIAL information is handled in accordance with the Security Policy Framework and CESG standards and guidance or equivalent; and
  - 9.1.4 all Information Assets and Authority Data held on paper are:
    - 9.1.4.1 kept secure at all times, locked away when not in use on the premises on which they are held and secured and are segregated if the Supplier is co-locating with the Authority; and
    - 9.1.4.2 only transferred by an approved secure form of transfer with confirmation of receipt obtained.

## **10 Audit and Monitoring**

- 10.1 The Supplier shall implement effective monitoring of its information assurance and security obligations in accordance with Government standards and where appropriate, in accordance with CESG Good Practice Guide 13 – Protective Monitoring or equivalent.
- 10.2 The Supplier shall collect audit records which relate to security events in the ICT Environment (where this is within the control of the Supplier), including those that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness, such Supplier audit records shall include:
- 10.2.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent it is within the control of the Supplier). To the extent the design of the ICT Environment allows, such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers;
  - 10.2.2 regular reports and alerts giving details of access by users of the ICT Environment (to the extent that it is within the control of the Supplier) to enable the identification of changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data; and
  - 10.2.3 security events generated in the ICT Environment (to the extent it is within the control of the Supplier) including account logon and logoff events, start and end of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

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- 10.3 The Parties shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 10.4 The Supplier shall retain audit records collected in compliance with paragraph 10.1 for at least 6 months.

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### SCHEDULE 7 - PRISONS

#### ACCESS TO PRISONS

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

#### SECURITY

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

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reasonably required by the Authority, or by a person who is responsible for security matters on the Authority's behalf, for the purposes of investigation as long as the provision of that material does not prevent the Supplier from supplying the Goods. The Authority may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

### OFFENCES AND AUTHORISATION

- 8 In supplying the Goods the Supplier shall comply with PSI 10/2012 (Conveyance and Possession of Prohibited Items and Other Related Offences) and other applicable provisions relating to security as published by the Authority from time to time.
- 9 Nothing in the Contract is deemed to provide any "authorisation" to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.

**IN WITNESS** of which the Contract is duly executed by the Parties on the date which appears at the head of page 1.

**SIGNED** for and on behalf of the  
Secretary of State for Justice

Signature:

Name (block capitals):

Position:

Date:

**SIGNED** for and on behalf of  
Saint-Gobain Glass (United Kingdom) Ltd  
trading as Glassolutions Saint- Gobain

Signature:

Name (block capitals):

Position:

Date:

**RESTRICTED**