

SCHEDULE Q: MOBILISATION AND TRANSITION

PART 1: MOBILISATION AND TRANSITION

1. PURPOSE

- 1.1 This Part 1 (Mobilisation and Transition) of this Schedule sets out the Provider's mobilisation and transition obligations.

2. MOBILISATION AND TRANSITION PLAN

- 2.1 The Mobilisation and Transition Plan as at 3 August 2017 is set out in Appendix 1 to this Schedule and will be revised by the Provider during the Mobilisation and Transition Period (without any additional cost to the Authority) to reflect any changes that have taken place between the period between 3 August 2017 and the Commencement Date and any further changes to the Planned Service Commencement Date.
- 2.2 The Provider agrees that during Mobilisation and Transition the number of Employment Positions it shall make available shall be as set out in the Ramp-Up Plan at Appendix 2 of this Schedule Q (Mobilisation and Transition) and thereafter, for the remainder of the Contract Period the Employment Positions available shall be 520 per week unless varied in accordance with the terms of this Contract.
- 2.3 The Provider shall adopt a flexible approach to the Mobilisation and Transition Period such that it shall accept and adopt reasonable variations to the Mobilisation and Transition Plan requested by the Authority from time to time during the Mobilisation and Transition Period without any additional cost to the Authority.
- 2.4 Subject to paragraph 2.2 of this Part 1 (Mobilisation and Transition) all changes to the Mobilisation and Transition Plan, unless such changes seek to alter the delivery of 520 Employment Positions, shall be subject to the document change procedure for Contract Controlled Documents set out in paragraph 8 of Schedule I (Change Mechanism) however will not be processed as a Contract Change under the Change Mechanism specified in Schedule I.

3. MOBILISATION AND TRANSITION REQUIREMENTS

- 3.1 During the Mobilisation and Transition Period, the Provider shall perform the Mobilisation and Transition Services in accordance with the Mobilisation and Transition Plan (as updated from time to time) and Schedule C (Service Solution) in such a way as to ensure that each Mobilisation Milestone is achieved on or before its Mobilisation Milestone Date.
- 3.2 The Provider shall be responsible for the overall management of the Mobilisation and Transition Period and for identifying and managing the resolution of any problems

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encountered during the Mobilisation and Transition Period in order to ensure the timely completion of each activity, function and/or service which the Provider is required to perform.

- 3.3 If the Provider becomes aware of a risk or issue relating to the Mobilisation and Transition Services, including any actual or anticipated delay in achieving any of the Mobilisation Milestones, it shall immediately notify the Authority in writing. Within five (5) Working Days following notification of an issue or risk, the Provider shall provide the Authority with a plan of action to mitigate any risks and resolve any issues and a timetable for implementing this plan. If agreed by the Authority, the Mobilisation and Transition Plan shall be updated by the Provider in accordance with paragraph 2.3.

4. ACCEPTANCE OF MOBILISATION MILESTONES

- 4.1 The Mobilisation Milestones shall be achieved by the Provider where so confirmed by the Authority in accordance with this Paragraph 4.1 and:

4.1.1 the Provider shall notify the Authority in writing when, in its opinion, the Mobilisation Milestone has been achieved and shall provide to the Authority evidence of achievement as reasonably requested by the Authority;

4.1.2 where it is reasonably necessary for the Authority to undertake a test to determine whether the Mobilisation Milestone has been achieved, the Provider shall allow the Authority to undertake such test at such time and location as agreed between the Parties and:

4.1.2.1 the Authority may invite such third parties as it deems necessary to participate in the testing; and

4.1.2.2 the Provider shall make available:

- (i) such members of its Personnel; and
- (ii) such documentation as may be necessary,

to enable the proper completion of the testing;

4.1.3 the Authority will notify the Provider in writing whether it accepts each Mobilisation Milestone has been achieved within three (3) Working Days of receipt of the notification pursuant to Paragraph 4.1.1 save for where testing has taken place in accordance with Paragraph 4.1.2 in which case it shall be within three (3) Working Days of such testing;

4.1.4 if the Authority does not accept that the relevant Mobilisation Milestone has been achieved, it shall include within its notification to the Provider the reasons for this and the Parties shall meet or attend a conference call within two (2) Working Days to discuss the issue;

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- 4.1.5 within two (2) Working Days of the meeting held in accordance with Paragraph 4.1.4, the Provider shall submit a draft recovery plan to the Authority detailing:
 - 4.1.5.1 the activities it will undertake to meet the Mobilisation Milestone; and
 - 4.1.5.2 any additional activities required to keep, or put back on track other dependant elements of the Transition impacted by the failure to meet the Mobilisation Milestone;
- 4.1.6 the Authority will notify the Provider whether it accepts that recovery plan within two (2) Working Days of receipt. Where the Authority:
 - 4.1.6.1 accepts the recovery plan, the Provider shall remedy the issues arising in accordance with the recovery plan and the process set out in this Paragraph 4.1 shall be undertaken again; and
 - 4.1.6.2 does not accept the recovery plan, the matter shall be referred to the Dispute Resolution Procedure.

5. CAPITAL EQUIPMENT

- 5.1 The Provider shall, when authorised to do so by the Authority, purchase the Capital Equipment set out in the Mobilisation and Transition Plan (as updated from time to time) on behalf of the Authority.
- 5.2 Where the Provider purchases any item of Capital Equipment, immediately upon payment by the Authority of the associated Capital Payment:
 - 5.2.1 title in such item of Capital Equipment shall pass automatically to the Authority but, in addition to the Provider's obligations under clause 7.7 of this Contract, risk in the Capital Equipment shall remain with the Provider at all times until the expiry of the Exit Period;
 - 5.2.2 such item of Capital Equipment shall immediately be deemed to be an Authority Asset, shall be included Part 1, Appendix A of Schedule L (Asset Register) and shall only be used by the Provider and Provider Personnel in accordance with the terms of this Contract;
 - 5.2.3 the Provider shall take all steps that the Authority considers are necessary to transfer ownership of the Capital Equipment to the Authority;
 - 5.2.4 the Provider shall hold any warranties and guarantees which are provided by the seller with each item of Capital Equipment on trust for the sole benefit of the Authority and, without prejudice to the Provider's obligations under clause 7.7 of this Contract, shall enforce such warranties and guarantees in

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accordance with any reasonable directions that the Authority may notify to the Provider from time to time; and

- 5.2.5 promptly at the Authority request and, in any event no later than the expiry of the Exit Period, the Provider shall assign the warranties and guarantees referred to in Paragraph 5.2.4 to the Authority provided that where it is unable to do so because of the terms of such warranties or guarantees, the Provider shall hold such warranties and guarantees on trust for the sole benefit of the Authority and shall enforce such warranties and guarantees in accordance with the reasonable directions that the Authority may notify the Provider from time to time.
- 5.3 The Provider shall ensure that each item of Capital Equipment it purchases on behalf of the Authority is new, free from all liens, encumbrances and charges and the Provider has the right to transfer title in such item to the Authority.
- 5.4 The Provider shall purchase the Capital Equipment in accordance with the timetable set out in the Transition and Mobilisation Plan (as updated from time to time) when authorised to do so by the Authority. Where the Authority has provided such authorisation and the Provider fails to purchase the Capital Equipment in accordance with such time frames it shall promptly notify the Authority.
- 5.5 Following notification from the Provider to the Authority in accordance with paragraph 5.4, the Authority may, at its discretion, revise the timetable within which the Provider shall purchase the Capital Equipment but shall not be under an obligation to do so. Any failure by the Provider to purchase the Capital Equipment in accordance with paragraph 5.4 shall not relieve the Provider of its obligations under this Contract.
- 5.6 The Provider shall immediately notify the Authority once each item of Capital Equipment has been purchased and also when the item of Capital Equipment has been delivered to the Prison.
- 5.7 Unless otherwise set out in the Mobilisation and Transition Plan (as updated from time to time), the Provider shall ensure that each item of Capital Equipment is installed at the relevant Workshop using suitably qualified personnel. In respect of such installation, the Provider shall:
- 5.7.1 agree in advance the time of the installation with an appropriate member of Prison Staff;
 - 5.7.2 comply with the Prisons Staff's reasonable requests in the preparation and execution of the installation (including the location of where such Capital Equipment should be installed); and
 - 5.7.3 provide to an appropriate member of Prison Staff all user manuals, installation certificates and other documentation associated with such Capital Equipment.



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- 5.8 The Provider shall ensure that each item of Capital Equipment purchased by the Provider on behalf of the Authority shall be marked in clear and unambiguous terms as being the property of the Authority.

APPENDIX 1

MOBILISATION AND TRANSITION PLAN



MTC1 - v0.6 (Revised
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APPENDIX 2

RAMP-UP PLAN

Transition Week	Number of Employment Positions to be delivered
■	■
■	■
■	■
■	■
■	■
■	■
■	■
■	■
■	■
■	■
■	■
■	■
■	■
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■	■
■	■
■	■
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