

**MINISTRY OF JUSTICE**  
**ELECTRONIC MONITORING NETWORK SERVICES – LOT 4**  
**SCHEDULES 1 - 26**

**SCHEDULE 1**  
**INTERPRETATION AND DEFINITIONS**

## **Schedule 1**

### **INTERPRETATION AND DEFINITIONS**

#### **1. Rules of Interpretation**

In this Contract, except where the context otherwise requires:

- 1.1 the masculine includes the feminine and vice versa;
- 1.2 the singular includes the plural and vice versa;
- 1.3 a reference in this Contract to any Clause, Paragraph, Schedule or Appendix is, except where it is expressly stated to the contrary, a reference to such clause, paragraph, schedule or appendix of this Contract;
- 1.4 save where otherwise provided in this Contract, any reference to this Contract or to any other document shall include any permitted variation, amendment, or supplement to such document;
- 1.5 any reference to any enactment, order, regulation, code or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- 1.6 any references to documents being "in the agreed form" means such documents have been initialled by or on behalf of each of the Parties for the purpose of identification;
- 1.7 any reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.8 headings are for convenience of reference only;
- 1.9 words preceding "include", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.10 any obligation on a Party to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done;
- 1.11 subject to any express provisions of this Contract to the contrary, the obligations of any Party are to be performed at that Party's own cost and expense; and
- 1.12 the Schedules to this Contract (and the Appendices and Annexes to such Schedules) form part of this Contract.

#### **2. Definitions**

In this Contract, unless the context otherwise requires:

<b>Term</b>	<b>Definition</b>
<b>"1-2 ICD"</b>	means the ICD defining the interface between the EM&FS Service and the EM Monitoring and Mapping Service;
<b>"1-3 ICD"</b>	means the ICD defining the interface between the EM&FS Service and the EM Hardware Service;
<b>"2-3 ICD"</b>	means the ICD defining the interface between the EM Monitoring and Mapping Service and the EM Hardware Service;
<b>"2-4 ICD"</b>	means the ICD defining the interface between the EM Monitoring and Mapping Service and the EM Network Service;
<b>"3-4 ICD"</b>	means the ICD defining the interface between the EM Hardware Service and the EM Network Service;

<b>"2G"</b>	means second generation wireless technology; which for the avoidance of doubt excludes circuit switched data *CSD" functionality;
<b>"3G"</b>	means third generation wireless technology;
<b>"Acceptance"</b>	means the determination by the Authority in accordance with the Acceptance Procedure set out in Paragraph 3 of Schedule 24 that a Deliverable and/or a Milestone meets the applicable Acceptance Criteria and the words "Accept" and "Accepted" shall be construed accordingly;
<b>"Acceptance Certificate"</b>	means a certificate in the form set out in Appendix 3 to Schedule 24 (Acceptance Procedure) drafted and issued by the Authority to the Contractor confirming that a Documentary Deliverable or any other Deliverable or Milestone subject to Acceptance under Schedule 24 (Acceptance Procedure), has achieved its Acceptance Criteria;
<b>"Acceptance Criteria"</b>	means the criteria identified in the corresponding Product Description (or otherwise agreed in writing between the Parties) for each particular Documentary Deliverable, Deliverable or Milestone;
<b>"Acceptance Date"</b>	means the date that the Authority notifies the Contractor that a Deliverable or a Milestone has been Accepted by issuing an Acceptance Certificate;
<b>"Acceptance Procedure"</b>	means the process set out in Schedule 24 (Acceptance Procedure) and supporting operating procedures;
<b>"Access Point Name"</b>	means a set of rules which the Contractor provisions within its Mobile Network determining how the Authority's mobile data traffic should be handled. The APN will be the Customer's name (or agreed abbreviation) usually followed by .co.uk, .gov.uk etc;
<b>"Accounting Items"</b>	means discrete items of information that are recorded as part of the accounting process, as defined by GPG13;
<b>"Accounting Reference Period"</b>	means the 12 Month period that constitutes the relevant entity's financial year;
<b>"Accreditation"</b>	means the formal assessment of an information system against its Information Assurance requirements, resulting in the acceptance of residual risks in the context of the business requirement;
<b>"Accreditor"</b>	means a person appointed by the Authority to act as an impartial assessor of the risks that an information system may be exposed to in the course of meeting the business requirement and to formally accredit that system;
<b>"Actual Costs"</b>	means the actual costs incurred as specified in the Contractor's Open Book Report;
<b>"Actual Gain"</b>	means the Actual Revenue minus the Actual Costs realised by the Contractor;
<b>"Actual Payroll Costs"</b>	means the costs calculated on the same basis as Estimated Payroll Costs but using information regarding the Previous Contractor Transferring Employees who actually transfer and the actual number of vacancies;
<b>"Actual Revenue"</b>	means all actual revenue shown in the "Open Book Report" as is current at the time that any calculation pursuant to Schedule 6 (Price and Payment Mechanism) is carried out;
<b>"Actual Test Results"</b>	means the test results that are achieved for each Test Case;
<b>"Additional SIM Cards"</b>	means Non-Embedded SIM Cards provided to the Authority in accordance with Schedule 26.
<b>"Adjudicator"</b>	means an adjudicator appointed pursuant to Schedule 23 (Disputes Resolution);

<b>"Adjudicator's Determination"</b>	means a determination by an Adjudicator pursuant to Schedule 23 (Disputes Resolution);
<b>"Advanced Privilege"</b>	means a high level of Privilege;
<b>"Affected Party"</b>	has the meaning given to it in the definition of Force Majeure Event;
<b>"Affiliate"</b>	means in relation to any person, any Holding Company or Subsidiary of that person or any Subsidiary of such Holding Company in all cases whether direct or indirect;
<b>"Agency"</b>	means: <p>(a) any one of: the Ministry of Justice, the National Offender Management Service, HM Prison Service (HMPS), Police Authorities &amp; Services, Her Majesty's Courts and Tribunals Service (HMCTS), Magistrates' Courts Committees, UK Border Agency, HM Coroners, National Probation Service or other public body responsible for bringing Breach Proceedings, Youth Justice Board (including Youth Offending Teams), Home Office, Department for Work and Pensions, Department for Health, and any other contracting authorities;</p> <p>(b) such other persons as are notified by the Authority to the Contractor from time to time in writing; and</p> <p>any contractor appointed by any person or authority mentioned in limb (a) or (b) above;</p>
<b>"Airtime"</b>	means mobile airtime and Mobile Network capacity;
<b>"Allowed Caller List"</b>	means the list managed by the EM Network Contractor of which a maximum of 100 (one hundred) telephone numbers are permitted to connect to SIM Cards within Subject Devices;
<b>"Allowed Caller List Solution"</b>	means the solution provided by the EM Network Contractor for managing and applying the Allowed Caller List;
<b>"Allowed Caller List Solution Payment"</b>	means the payment made by the Authority to the Contractor on the issue of an Acceptance Sign Off in relation to the Allowed Caller List Solution;
<b>"Allowed Caller List Solution Payment Milestone"</b>	means the milestone of the same name identified in the Mobilisation Plan;
<b>"Anonymised Live Data"</b>	means data derived from Live Data that has been anonymised through one or more approved routines, such that the data cannot be reverse-engineered to recreate the original Live Data, such that POLE (people, objects, locations and entities) relationships have been eliminated, thereby ensuring the identity of an individual cannot be determined;
<b>"APIs"</b>	means the application programming interfaces used in connection with the provision of the EM Services;
<b>"APN"</b>	has the same meaning as Access Point Name;
<b>"APN1 Datalinks"</b>	means the Datalinks labelled as 'APN1' provided by the EM Network Contractor and connected into the Primary Data Centre;
<b>"APN2 Datalinks"</b>	means the Datalinks labelled as 'APN2' provided by the EM Network Contractor and connected into the Secondary Data Centre;
<b>"APN Service"</b>	means the private APN service forming part of the Private Mobile Datalink Service;
<b>"APP"</b>	has the same meaning as Additional Profit Percentage;
<b>"Application"</b>	means a system for collecting, saving, processing, and presenting data by means of a computer;

<b>"Approval"</b>	means the prior written consent of the Authority's Representative;
<b>"April Transfer SIM Cards"</b>	means those SIM Cards specified as April Transfer SIM Cards in Schedule 26;
<b>"Asset"</b>	means all hardware, software, contracts, leases, licences, documentation and other information used in the provision of the EM Services;
<b>"Asset Database"</b>	means the Information Asset Database and the Equipment Asset Database;
<b>"Assigned Contractor's Staff"</b>	means those Contractor's Staff (and, where applicable, staff of the Employing Sub-Contractor) who are employed, assigned or engaged in providing the EM Services (or relevant part thereof) under this Contract;
<b>"Authenticity"</b>	means the degree to which the identity of a Subject or resource can be proved to be the one claimed;
<b>"Authority"</b>	has the meaning given in the Recitals of this Contract;
<b>"Authority's IT Security Officer"</b>	means the Authority's nominated representative with this title;
<b>"Authority Audit Agents"</b>	means such parties as may carry out audits on behalf of the Authority from time to time, including those set out at Paragraph 2.2 of Schedule 12 (Audit);
<b>"Authority Background IPR"</b>	means all Intellectual Property Rights, other than the Project Specific IPR, owned by the Authority or its third-party licensors (which the Authority is entitled to sub-license on the terms of the Contract) either on, before or after the Commencement Date and which are required to be used by the Contractor or its Sub-Contractors for the purposes of providing the Services, including Intellectual Property Rights in or to the Authority Data and the Authority Software;
<b>"Authority Data"</b>	<p>means 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:</p> <p>(i) are supplied to the Contractor by or on behalf of the Authority or any Related Organisation; or</p> <p>(ii) the Contractor is required to transmit (which shall be deemed to include any data relating to any Subject and any Event Data relating to a Subject),</p> <p>pursuant to the Contract;</p>
<b>"Authority Default"</b>	means a failure by the Authority to make payment of the undisputed amounts that are due and payable by the Authority under this Contract within thirty (30) Days after service of a formal written demand by the Contractor;
<b>"Authority Equipment"</b>	means any equipment owned by the Authority or a Related Organisation (including Subject Devices) which is made available to the Contractor for use by the Contractor in the provision of the Services;

<b>"Authority IPR"</b>	<p>means:</p> <p>(a) all Intellectual Property Rights, other than the Project Specific IPR, owned by the Authority or its third party licensors (which the Authority is entitled to sub-license on the terms of the Contract) prior to the execution of this Contract and all developments and improvements of such Intellectual Property Rights and which are required to be Used by the Contractor or its sub-contractors for the purposes of providing the Services, including Intellectual Property Rights in or to the Authority Data and the Authority Software;</p> <p>(b) all Intellectual Property Rights created by or on behalf of the Authority or the Related Organisations pursuant to or independently of this Contract and/or the Collaboration Agreement; and/or</p> <p>(c) all Intellectual Property Rights in the Configuration Logs;</p>
<b>"Authority Number Block"</b>	means a block of contiguous MSISDN numbers allocated by the EM Network Contractor for exclusive use by the Authority;
<b>"Authority Policies"</b>	means those policies of the Authority referred to in Schedule 15 (Authority Policies), as updated from time to time in accordance with this Contract;
<b>"Authority Premises"</b>	means land or buildings owned or occupied by, or operated on behalf of, the Authority, a Related Organisation or Agency where the Services are performed;
<b>"Authority Related Party"</b>	means an officer, agent, contractor, employee or sub-contractor (of any tier) of the Authority acting in the course of his or her office or employment or appointment (as appropriate) but excluding in each case the Contractor and any Contractor Related Party;
<b>"Authority Software"</b>	means the software which is owned by or licensed to the Authority or a Related Organisation but excluding the Contractor Software;
<b>"Authority's Referral"</b>	means a referral by the Authority in connection with a Dispute as set out in paragraph 5.2 of Schedule 23 (Dispute Resolution);
<b>"Authority's Representative"</b>	means the representative appointed by the Authority to act on its behalf;
<b>"Authority's Requirements"</b>	means the requirements of the Authority in respect of the EM Services set out in the Service Requirements;
<b>"Authority Test"</b>	means a Test for which the Authority is responsible, as set out in the EM Programme Test Strategy or associated Test Strategy as applicable;
<b>"Availability"</b>	means the property of being accessible and usable upon demand by an authorised entity;
<b>"Available"</b>	has the meaning ascribed by "Availability";
<b>"Baseline Exit Plan"</b>	means a baseline version of an exit plan relating to the Contractor's exit from the EM Services;
<b>"Baseline Financial Model"</b>	means the Financial Model delivered to the Authority immediately after execution of the Contract;
<b>"Battlebox"</b>	means the bare minimum that a person needs to pick up to handle a BCDR Event when it occurs - it needs to be concise for use but complete;
<b>"BC"</b>	has the same meaning as "Business Continuity";
<b>"BCDR Event"</b>	means the occurrence of an event affecting a Critical Service, as specified in the BCDR Plan, which will require invocation of the BCDR Plan;

<b>"BCDR Plan"</b>	means the Documentary Deliverable of that name provided by the Contractor which details the processes and procedures to be followed and actions to be undertaken in order to ensure Business Continuity;
<b>"BIA"</b>	has the same meaning as Business Impact Analysis;
<b>"BIM"</b>	has the same meaning as Building Information Model;
<b>"Bi-directional Trace Link"</b>	means a trace link that can be used in both a Primary Trace Link Direction and a Reverse Trace Link Direction, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
<b>"BPSS"</b>	means the Baseline Personnel Security Standard as defined in the HMG SPF;
<b>"Breach of Security"</b>	means, in accordance with the security requirements in the Service Requirements and the Security Policy, the occurrence of: a) any unauthorised access to or use of the EM Services, the Authority Premises, the Contractor's Premises, the Contractor system and/or any ICT, information or data (including the Confidential Information and the Authority Data) used by the Authority and/or the Contractor in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Contractor in connection with this Contract;
<b>"Business Continuity"</b>	means the process of ensuring the continuity of the EM Services following the occurrence of a BCDR Event by following the procedures and performing the actions set out in the BCDR Plan;
<b>"Business Day"</b>	means a Day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;
<b>"Business Hours"</b>	means 8am to 6pm, on a Business Day;
<b>"Business Impact Analysis"</b>	means the process of analysing activities and the effect that a business disruption might have upon them, as defined by ISO/IEC 22301:2012;
<b>"Business Impact Level"</b>	means HMG's standard method of assessing the impact of possible compromises to the Confidentiality, Integrity or Availability of information throughout the public sector and Critical National Infrastructure, as mandated by the Security Policy Framework, defined in HMG IA Standard No. 1 & 2;
<b>"Business Processes"</b>	means the processes defined by the Authority in respect of EM to which the EM Contractors must adhere;
<b>"Business Transaction Level"</b>	means a message exchange that occurs above the OSI transport protocol layer and that has meaning from an EM business perspective;
<b>"Cabinet Office Open Standard Consultation"</b>	see <a href="http://standards.data.gov.uk/">http://standards.data.gov.uk/</a> ;
<b>"Cabinet Office Open Standard Principles"</b>	see <a href="http://standards.data.gov.uk/">http://standards.data.gov.uk/</a> ;
<b>"Cabinet Office Open Standards Principles"</b>	means the HMG Open Standards principles available at <a href="http://www.gov.uk/government/publications/open-standards-principles">http://www.gov.uk/government/publications/open-standards-principles</a> ;
<b>"Cabinet Office Standards Hub"</b>	see <a href="http://standards.data.gov.uk/">http://standards.data.gov.uk/</a>
<b>"Capacity Planning"</b>	means activities to identify the resources required to meet CDIs now and in the future;



<b>"Capital Expenditure"</b>	means any expenditure which falls to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time;
<b>"CAS"</b>	means NCSC's Off the Shelf Assurance services;
<b>"CAS(T)"</b>	means CESG Assured Service Telecommunications, an NCSC managed scheme for providing customers with assurance that telecommunication systems and services are suitable to carry OFFICIAL information;
<b>"Cash"</b>	means coins, bank notes, undeposited cheques and current account balances held by the Contractor;
<b>"Cash Equivalent Investments"</b>	means short-term, highly liquid investments that are readily convertible to known amounts of cash;
<b>"CDI"</b>	has the same meaning as Contract Delivery Indicator;
<b>"CDI Remedy"</b>	means the remedy applicable in case of the occurrence of a Service Failure as set out in Appendix A to Schedule 7 (Contract Delivery Indicators);
<b>"CDI Target"</b>	means the target level for performance applicable to a CDI as set out in Appendix A to Schedule 7 (Contract Delivery Indicators);
<b>"CEDR"</b>	means the Centre for Effective Dispute Resolution;
<b>"Certification"</b>	means third-party attestation related to products, processes, systems, or persons, as defined by ISO/IEC 29110-2-1:2015;
<b>"CESG"</b>	means the former National Technical Authority for Information Assurance, now part of the National Cyber Security Centre;
<b>"CESG CHECK Service Scheme"</b>	means a scheme which enables penetration testing by CESG approved companies, employing penetration testing personnel qualified to assess HMG and other public sector bodies;
<b>"CESG Commercial Product Assurance (CPA) Scheme"</b>	means the Commercial Product Assurance scheme that evaluates COTS products and their developers against published security and development standards;
<b>"CESG Information Assurance Standard 1 &amp; 2"</b>	has the same meaning as HMG Information Assurance Standard 1&2 – the HMG Information Assurance Standard on Information Risk Management, Technical Risk Assessment and Risk Treatment;
<b>"Change"</b>	means any change to the terms and conditions, or any other provision of: <ul style="list-style-type: none"> <li>(a) the Collaboration Agreement; or</li> <li>(b) an EM Services Contract;</li> </ul>
<b>"Change in Law"</b>	means any change in law which affects the performance of the Services which comes into force after the Commencement Date;
<b>"Change Notice"</b>	means the notice given in relation to a proposed Change substantially in the form set out in Schedule 21 (Integrated Contract Change Procedure);
<b>"Change of Ownership"</b>	means any change of Ownership or corporate restructuring occurring with respect to the Contractor, any sub-contractor, the Guarantor or any Affiliate of the Contractor or any sub-contractor;
<b>"Change Request"</b>	means a request raised by a Party, pursuant to the Integrated Contract Change Procedure, to agree and implement changes to one or more EM Services Contract(s);
<b>"CHECK"</b>	means the IT Health Check Service provided by CESG, <a href="http://www.cesg.gov.uk/articles/check-fundamental-principles">www.cesg.gov.uk/articles/check-fundamental-principles</a> ;
<b>"CINRAS"</b>	means the COMSEC Incident Notification, Reporting and Alerting scheme;

<b>"CityGML"</b>	means an open data model and XML-based format for the storage and exchange of virtual 3D city models;
<b>"CJSE"</b>	means the Criminal Justice System Exchange;
<b>"CLI"</b>	means Caller Line Identity;
<b>"Cloud"</b>	means a model of network computing where a program or application runs on a connected server or servers rather than on a local computing device such as a PC, tablet or smartphone;
<b>"CMS"</b>	has the same meaning as Case Management System;
<b>"CoCo"</b>	has the same meaning as Codes of Connection;
<b>"Code of Interconnection"</b>	means the agreement, as set out in the Code Template, setting out the obligations and requirements for DNSPs connecting directly to the GCN, together with all documents annexed to it and referenced within it;
<b>"Codes of Connection"</b>	means obligations and requirements with a mandatory set of requirements that must be demonstrated before connecting to a controlled interface or network;
<b>"Collaboration Agreement"</b>	means the agreement entered into by the Authority, the EM&FS Contractor, the EM Monitoring and Mapping Contractor, the EM Hardware Contractor and the EM Network Contractor relating to collaboration between the Authority and the EM Contractors and certain other issues;
<b>"Commands"</b>	means a Control Message or Configuration Message as applicable;
<b>"Commencement Date"</b>	means the date of execution of this Contract which (for the avoidance of doubt) occurred on or about [4 August] 2014;
<b>"Commercially Sensitive Information"</b>	means the information listed in Schedule 25 (Commercially Sensitive Information) of this Contract comprising the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business or which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss;
<b>"Commercial Off The Shelf"</b>	means software or hardware products that are ready-made and available for sale to the general public;
<b>"Common Criteria Certification"</b>	means an internationally recognized certification scheme, issued by the Common Criteria, which provides formal recognition that a product meets its IA requirements;
<b>"Comparable Supply"</b>	means the supply of services to another customer of the Contractor which are the same or similar to any of the Services;
<b>"Compensation Event"</b>	<p>means any circumstance (other than due to the occurrence of a Relief Event) where the Contractor incurs any Direct Losses in excess of [REDACTED] which cannot be mitigated by the Contractor as a result of:</p> <p>(a) the non-achievement of a Dependency by another EM Contractor;</p> <p>(b) the non-achievement of a Dependency by the Authority; or</p> <p>(c) the Contractor complying with a direction from the Authority pursuant to the Fix First/Resolve Later Principle;</p>
<b>"Confidential Information"</b>	means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either party;

<b>"Confidentiality"</b>	means the property that information is not made available or disclosed to unauthorised individuals, entities or processes;
<b>"Configuration"</b>	means a set of parameters that are referenced by the Subject Device or other Node Device to drive specific behaviour. The parameters may be read at the start-up of the device or periodically as required by the device;
<b>"Configuration Item"</b>	means any item (including where applicable a Documentary Deliverable, Product Deliverable or other Deliverable) designated by the Authority as requiring Configuration Management;
<b>"Configuration Management"</b>	means the process created and maintained by the Authority for ensuring that Configuration Items are properly version controlled, and that accurate and reliable information about the status and history of Configuration Items is available to the Authority when and where it is needed;
<b>"Configuration Management Database"</b>	means the Contractor's database recording the configuration status of all Configuration Items;
<b>"Configuration Message"</b>	means a message containing configuration information for the recipient system or device to operate to;
<b>"Configuration Record"</b>	means a record containing the details of a Configuration Item. Each Configuration Record documents the lifecycle of a single Configuration Item. Configuration records are stored in a Configuration Management Database and maintained as part of a Configuration Management system;
<b>"Connection Point"</b>	means the external interface of the Contractor provided equipment located at the Data Centres consisting of a block terminal, a socket for a removable plug, a distribution frame, or any other equipment to facilitate the connection of the EM System to the Private Mobile Datalink Service;
<b>"Consents"</b>	means all permits licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Contractor's obligations under this Contract, whether required in order to comply with Legislation or as a result of the rights of any third party;
<b>"Consequential Change Notice"</b>	means Change Notices raised by EM Contractors in respect of any consequential impacts upon their respective EM Services Contracts arising in connection with a previous Change Notice;
<b>"Consolidated Net Debt"</b>	means the Total Debt less Cash and Cash Equivalent Investments as at any particular time;
<b>"Contract"</b>	means this contract (including its schedules, appendices and annexes);
<b>"Contract Delivery Indicator"</b>	means certain key performance measures as set out in Appendix A of Schedule 7 (Contract Delivery Indicators);
<b>"Contractor"</b>	has the meaning given in the Recitals of this Contract;
<b>"Contractor Background IPR"</b>	means: <ul style="list-style-type: none"> <li>(a) all Intellectual Property Rights owned by the Contractor or its Affiliates before the commencement of the EM Competitions, including those subsisting in the Contractor's or its Affiliates' standard development tools, product designs, program components or standard code used in computer programming or in physical or electronic media containing the Contractor's or its Affiliates' know-how or generic business methodologies; and/or</li> <li>(b) all Intellectual Property Rights created by or on behalf of the Contractor or its Affiliates independently of this Contract and/or the EM Competitions and/or the Integration Agreement; and/or</li> <li>(c) all Contractor Software, but excluding Project Specific IPR;</li> </ul>

**"Contractor Breakage Costs"** means:

(a) loss of profits limited to an amount equivalent to any outstanding mobilisation and transition profit payments payable to the Contractor over the remainder of the Services Period following successful completion of mobilisation and transition, (and where the termination is of part of this Contract, such profits shall relate only to the element of the Contract that is terminated);

(b) costs that have been or will be reasonably and properly incurred by the Contractor as a direct result of the termination of this Contract, but only to the extent that:

(i) the costs are incurred in connection with this Contract, in respect of the provision of the EM Services and fall within the following categories of costs:

(aa) any costs payable for early termination of Sub-Contracts with Sub-Contractors entered into by the Contractor prior to receipt of the Termination Notice (excluding any profit element within such breakage costs);

(bb) the cost of any relocation of Authority Equipment used in connection with the Contract from the Contractor's Premises;

(cc) any unrecovered amortised mobilisation costs as outlined in the Financial Model; and

(dd) statutory redundancy payments (excluding for the avoidance of doubt but without limitation, any sums for notice, accrued holiday, unfair dismissal, damages, pension, interest or costs) payable to Contractor's Staff engaged wholly or mainly in the provision of the EM Services and arising from their dismissal by reason of redundancy;

(ii) the costs are incurred under arrangements and/or agreements that are consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms;

(iii) the costs are unavoidable, proven, reasonable, and not capable of recovery;

(iv) the costs would not have been incurred had this Contract continued until the Expiry Date;

(v) the Contractor has used its reasonable endeavours to mitigate the costs incurred including, in the context of Paragraph (dd), using reasonable endeavours to effect any dismissal on grounds of redundancy fairly which shall include using reasonable endeavours to find alternative employment for the relevant Contractor's Staff; and

(vi) the costs do not exceed the amounts set out in Schedule 6 (Price and Payment Mechanism);

**"Contractor Indemnified Materials"**

means the receipt of the Services, the Deliverables, Test Item and/ or Contractor Background IPR, Third Party IPR, Project Specific IPR (and/or any materials embodying such IPR) and/or any other materials, plant, machinery or equipment provided by or on behalf of the Contractor, its Affiliates and/ or sub-contractors in connection with the Contract and/ or Collaboration Agreement by the Authority and/ or its Related Organisations in accordance with the terms of this Contract and in respect of which the Contractor provides an indemnity under the Contract;

**"Contractor Proprietary Information"**

means all know how, information, materials and software (including Source Code) whether documented or not that constitute Contractor IPR and/or Third Party IPR and which are used or required to be used for the provision of the EM Services or replacement EM Services and/ or the manufacture, use, maintenance, repair or other dealing in the Products;

<b>"Contractor Related Party"</b>	<p>means:</p> <p>(a) an officer, servant or agent of the Contractor, or any Affiliate of the Contractor and any officer, servant or agent of such a person;</p> <p>(b) any Sub-Contractor of the Contractor of any tier and any of their officers, servants or agents; and</p> <p>(c) any person on or at the Authority's Premises at the express or implied invitation of the Contractor (other than the Authority or any Authority Related Party);</p>
<b>"Contractor's Key Staff"</b>	means those individuals identified in Schedule 18 (Contractor's Key Personnel) for the roles attributed to such personnel;
<b>"Contractor Software"</b>	means the software which is proprietary to the Contractor or its Affiliates, including software which is or will be used by the Contractor for the purposes of providing the EM Services but excluding software that is Project Specific IPR;
<b>"Contractor's Premises"</b>	means any premises used by the Contractor or a Sub-Contractor in the performance of the EM Services, other than the Authority's Premises;
<b>"Contractor's Representative"</b>	means a representative appointed by the Contractor;
<b>"Contractor's Staff"</b>	means all persons used by the Contractor, including its employees and agents, and any employees and agents of any Sub-Contractors and anyone acting on its or their behalf to provide the EM Services;
<b>"Contractor's Website"</b>	means <a href="http://www.o2.co.uk">www.o2.co.uk</a>
<b>"Contract Performance Point"</b>	means the Milestone of the same name identified in the Contractor's Mobilisation Plan;
<b>"Contract Period"</b>	means the period from the Commencement Date to the Expiry Date or Termination Date, whichever is earlier;
<b>"Contract Price"</b>	means the charges payable by the Authority in consideration of the obligations performed by the Contractor under this Contract calculated in accordance with Schedule 6 (Price and Payment Mechanism);
<b>"Contract Reset Date"</b>	means the date on which the Change Notices relating to the recommencement of Mobilisation were executed;
<b>"Contract Year"</b>	<p>means the period of twelve (12) Months commencing on the Services Commencement Date and each subsequent period of twelve (12) Months commencing on each anniversary of the Services Commencement Date;</p> <p>(a) the first Contract Year shall be the period commencing at 00:00:00 on the Services Commencement Date and ending at 23:59:59 on the day before the first anniversary of the Services Commencement Date; and</p> <p>(b) the final Contract Year shall be the period commencing at 00:00:00 on the anniversary of the Services Commencement Date that falls in the year in which this Contract expires or is terminated (for whatever reason) and ends at 23:59:59 on the Expiry Date or Termination Date, whichever is earlier;</p>
<b>"Control Message"</b>	means a message instructing the recipient to perform the designated function or to switch operating state;
<b>"Controller"</b>	has the meaning given in the GDPR;

<b>"Conviction"</b>	"other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being made the subject of a prohibition or restriction under section 218(6) of the Education Reform Act 1988);"
<b>"Core Network"</b>	means the elements of the Mobile Network that provide switching, transport and connectivity to and from other mobile & fixed networks, and enhanced services for traffic emanating to and from the RAN;
<b>"Corporate Social Responsibility"</b>	means the responsibility of an organisation for the impacts of its decisions and activities on society and the environment;
<b>"COSHH"</b>	means the Control of Substances Hazardous to Health Regulations 2002, as amended;
<b>"Court"</b>	means the Supreme Court, High Court (including Court of Appeal), Crown Court, Magistrates' Courts, County Courts, Coroner's Courts or Tribunals, in England and Wales;
<b>"CPA"</b>	means CESG Commercial Product Assurance, defined in HMG IA Standard No. 4 as: "A CESG run scheme for products at 'Foundation' grade for up to low threat IL3 data and 'Augmented Level' for high threat IL2 to Moderate level IL3 data";
<b>"CPM"</b>	has the same meaning as Customer Project Manager;
<b>"CPNI"</b>	means the Centre for the Protection of National Infrastructure;
<b>"CPP"</b>	has the same meaning as Contract Performance Point;
<b>"CRC"</b>	has the same meaning as Community Rehabilitation Company;
<b>"Credit Rating Thresholds"</b>	means the credit rating thresholds as set out in Appendix 1 (Credit Ratings) to Schedule 16 (Financial Distress);
<b>"Critical National Infrastructure"</b>	means those facilities, systems, sites, information, people, networks and processes, necessary for a country to function and upon which daily life depends. It also includes some functions, sites and organisations which are not critical to the maintenance of essential services, but which need protection due to the potential danger to the public (civil nuclear and chemical sites for example), as defined by the CPNI;
<b>"Critical Service"</b>	means that part of the EM Services, identified as such in the BCDR Plan, for which a failure would mean the Contractor would be unable to meet its Contract Delivery Indicators as set out in Schedule 7 (CDIs);
<b>"Critical Service Failure"</b>	means: (a) a failure to agree and implement a Remediation Plan or any breach of the same CDI three (3) times in any rolling six (6) Months; and/or (b) the occurrence in any Invoicing Period of ten (10) or more failures to meet any CDI.
<b>"Critical User"</b>	means a Service User whose access to the EM Service and ability to fully utilise its functionality when required is deemed by the Authority to be crucial to operational services;
<b>"Crown"</b>	means Her Majesty's Government which shall be deemed to include any government department, office or agency and any Secretary of State;
<b>"CSR"</b>	has the same meaning as Corporate Social Responsibility;
<b>"CTI"</b>	means Computer Telephony Integration;

<b>"Customer Equipment"</b>	means hardware, software, cabling and related facilities provided by the Authority and used by the Authority for the Private Mobile Datalink Service (but excluding any equipment purchased by the Authority from the Contractor);
<b>"Customer Project Manager"</b>	means the person with the role of that name provided by the EM Network Contractor;
<b>"D&amp;B"</b>	means Dun & Bradstreet Limited and its Affiliates (or any successor to the commercial credit rating business operated by such entities);
<b>"D&amp;B Rating"</b>	means the rating issued by D&B incorporating both: (a) the "D&B Financial Strength Indicator" (determined by reference to the "tangible net worth" of the relevant entity from its latest financial accounts); and (b) the "D&B Risk Indicator" (which is derived from the "D&B Failure Score" and associated expert rules of D&B), and presented in the format of: (i) for the "D&B Financial Strength Indicator", a rating ranging from 5A to O; and (ii) for the "D&B Risk Indicator", a rating ranging from 1 to 4 (or "undetermined" where D&B has been unable to collect or verify certain key data elements), or any replacement for the above ratings or indicators issued by D&B from time to time;
<b>"Data Centre 1"</b>	has the same meaning as Primary Data Centre;
<b>"Data Centre 2"</b>	has the same meaning as Secondary Data Centre;
<b>"Data Centre Services"</b>	means all components of the Primary Data Centre and the Secondary Data Centre provided to EM Contractors for running, operating and maintaining the EM Services;
<b>"Data Connection"</b>	means any connection and/or communication between Devices by which data is either transmitted and/or received;
<b>"Datalink"</b>	means the point to point circuit forming part of the Private Mobile Datalink Service;
<b>"Data Loss Event"</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
<b>"Data Protection Impact Assessment"</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	means (a) the GDPR, the LED and any applicable national implementing Legislation as amended from time to time (b) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; and (c) all applicable Legislation about the processing of Personal Data and privacy;
<b>"Data Protection Officer"</b>	has the meaning given in the GDPR;
<b>"Data Retention Policy"</b>	means the Authority's document of that name in respect of the EM Services;
<b>"Data Subject"</b>	has the meaning given in the GDPR;
<b>"Data Subject Access Request"</b>	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Day"</b>	means a calendar day, unless otherwise specified, and "Daily" shall be construed accordingly;

<b>"Dedicated Contractor Equipment"</b>	means any equipment (including Product Stocks where applicable) which is used by the Contractor exclusively in connection with the performance of its obligations under this Contract;
<b>"Default"</b>	means any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) and in respect of which such Party is liable to the other under this Contract;
<b>"Defect"</b>	means any fault, error or omission in a Deliverable, which causes it not to be accepted;
<b>"Defective Services"</b>	means any Services provided to the Authority or other EM Contractors that are not in conformity with any of the terms of the Contract;
<b>"Defect Management"</b>	means the process by which Test Incident Reports are analysed and brought to closure in a controlled manner, as set out in the EM Programme Test Strategy;
<b>"Defect Review Board"</b>	means a body established at the start of a Test to meet on a regular basis for the management of Test Incident Reports throughout the Test, the terms of reference of which are set out in the Test Strategy or Test Plan associated with the Test;
<b>"De-Installation"</b>	means the process of removing a Tag from a Subject and the removal of the HMU from the Subject's premises;
<b>"Delay"</b>	means the non-achievement of a Milestone or any other obligation by the Contractor which has a specified time for performance;
<b>"Delay Deductions"</b>	means any amounts payable to the Authority by the Contractor as a result of a failure by the Contractor to achieve certain Milestones by the required date;
<b>"Deliverable"</b>	means an item (other than a Documentary Deliverable) delivered by the Contractor to the Authority in accordance with Schedule 24 (Acceptance Procedure);
<b>"Delivery"</b>	means delivery of the ordered SIM Cards by the EM Network Contractor or delivery of Products by the EM Hardware Contractor in respect of a Service Order or Product Order, as applicable;
<b>"Delivery Date"</b>	means the date specified by the Authority for either a Service Order or Product Order, as applicable;
<b>"Delivery Location"</b>	means the location to which ordered SIM Cards or Products are to be delivered, in accordance with the associated Service Order or Product Order, as applicable;
<b>"Departmental Security Officer"</b>	means the Authority's designated representative with that role responsible for day-to-day protective security in line with the Security Policy Framework;
<b>"Dependencies Register"</b>	means the register of dependencies between the Authority and the EM Contractors maintained by the Authority;
<b>"Dependency"</b>	means any activity required under an EM Services Contract which if not performed in accordance with the relevant EM Services Contract will result in another EM Contractor not being able to perform their obligations under their EM Services Contract (and "Dependencies" shall be construed accordingly);
<b>"Detailed Design"</b>	means the detailed design of the Software;
<b>"Device"</b>	means a Subject Device or other mobile device, capable of incorporating a SIM Card;
<b>"Device ID"</b>	means the identifier for a Subject Device, either internal or external, marked on the face of the Subject Device;



<b>"DHCP"</b>	means dynamic host configuration protocol;
<b>"Digital Evidence"</b>	means any information that can be secured from an information system and used during the course of any civil or criminal legal procedure. This extends to internal disciplinary hearings, employment tribunals, arbitration panels and all courts of law, as defined by GPG18 - Forensic Readiness;
<b>"Digital Link Ethernet Service"</b>	means the standard service of that name provided by the EM Network Contractor;
<b>"Direct Losses"</b>	means all damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses;
<b>"Disability"</b>	means a physical or mental impairment which has a substantial and long-term adverse effect on an individual's ability to carry out normal day-to-day activities;
<b>"Disaster"</b>	means any disruption to the performance of the EM Services (whether caused by a natural or a man-made phenomenon or occurrence) which requires Disaster Recovery;
<b>"Disaster Recovery"</b>	means the process of restoring the EM Services after a Disaster, by following the procedures and performing the actions set out in the BCDR Plan to invoke the Disaster Recovery Solution;
<b>"Disaster Recovery Solution"</b>	means the solution for ensuring continuity of service following a Disaster;
<b>"Disclosed Data"</b>	means any and all information relating to the Contract disclosed to the Contractor before the associated Commencement Date;
<b>"Disclosure and Barring Service"</b>	means the non-departmental public body of that name established pursuant to the Protection of Freedoms Act 2012;
<b>"Dispute"</b>	means any disagreement between any of the Parties arising in relation to their respective rights or obligations under the relevant EM Services Contract(s) or the Collaboration Agreement;
<b>"Disputed Amount"</b>	means any part of a payment amount claimed by the Contractor that is disputed by the Authority, and which the Authority has notified the Contractor of after receipt by the Authority of the relevant invoice and supporting information;
<b>"Dispute Resolution Procedure"</b>	means the procedure set out in Schedule 23 (Dispute Resolution);
<b>"Disputing Parties"</b>	means an EM Contractor, the Authority or Related Organisation that is a party to a Dispute;
<b>"DML"</b>	means data manipulation language;
<b>"DMP"</b>	has the same meaning as Defect Management process;
<b>"DNS"</b>	means domain name service;
<b>"DNSP"</b>	means direct network service provider;
<b>"Document"</b>	means the medium, and the information recorded on it, that generally has permanence and can be read by a person or a machine, as defined by ISO/IEC/IEEE 24765;
<b>"Documentary Deliverable"</b>	means any Document that requires Acceptance pursuant to Appendix 1 of Schedule 24 (Acceptance Procedure);
<b>"DPA 2018"</b>	means the Data Protection Act 2018;
<b>"DR"</b>	has the same meaning as Disaster Recovery;

<b>"DRB"</b>	has the same meaning as Defect Review Board;
<b>"DSO"</b>	has the same meaning as Departmental Security Officer;
<b>"EBIT"</b>	means, in relation to any Relevant Period, the total consolidated operating profit of the Group for that Relevant Period before taking into account: Interest Payable; Tax; any share of the profit of any associated company or undertaking, except for dividends received in cash by any member of the Group; and extraordinary and exceptional items, as determined from the financial statements of the Group;
<b>"EBITDA"</b>	<p>means, in relation to any Relevant Period, the total consolidated operating profit of the Group for that Relevant Period:</p> <p>(a) before taking into account: (i) Interest Payable; (ii) Tax; (iii) any share of the profit of any associated company or undertaking, except for dividends received in cash by any member of the Group; and (iv) extraordinary and exceptional items; and</p> <p>(b) after adding back all amounts provided for depreciation and amortisation for that Relevant Period, as determined from the financial statements of the Group;</p>
<b>"EIA"</b>	has the same meaning as Equality Impact Assessment;
<b>"Electronic Monitoring"</b>	means the Services under the EM Services Contract which relate to the interactions between the EM Contractor and a Subject, which includes Monitoring;
<b>"EM"</b>	has the same meaning as Electronic Monitoring;
<b>"EM&amp;FS Contractor"</b>	means the contractor that provides the EM&FS Services under a contract with the Authority awarded pursuant to the EM Competitions;
<b>"EM&amp;FS Function"</b>	means the role of the EM&FS Contractor in providing the EM&FS Services to the Authority;
<b>"EM&amp;FS Reporting Desk"</b>	has the same meaning as EM Service Desk;
<b>"EM&amp;FS Service Desk"</b>	has the same meaning as EM Service Desk;
<b>"EM&amp;FS Services"</b>	means any of the services provided to the Authority by the EM&FS Contractor;
<b>"EM Adjudication"</b>	means adjudication in accordance with Schedule 23 (Disputes Procedure);
<b>"Embedded SIM Card"</b>	means a SIM Card that is installed in Monitoring Equipment by the HM Hardware Contractor during the production process;
<b>"EM Competitions"</b>	means the competition conducted by the Authority to award the EM Services Contracts and/or any successive competitions for services similar to the services advertised in the Contract Notices for the awarded EM Services Contracts;
<b>"EM Competitions Model"</b>	means the model concept, content and process used by the Authority for the EM Competitions, including all materials, plans, drawings, diagrams, specifications, documentation and information used as part of the EM Competitions, whether created by or on behalf of the Authority or the Contractor and/or its Affiliates;

<b>"EM Contractor"</b>	means any person who enters into an EM Services Contract with the Authority (being at the Commencement Date the EM&FS Contractor, the EM Monitoring and Mapping Contractor, the EM Hardware Contractor and the EM Network Contractor);
<b>"EM Contractor Exit Plan"</b>	means an exit and service transfer plan relating to the exit of another EM Contractor and service transfer to a New Contractor prepared by such EM Contractor;
<b>"EM Data Centre"</b>	means the Primary Data Centre or the Secondary Data Centre or, when used in the plural, both the Primary Data Centre and the Secondary Data Centre;
<b>"Emergency Outage"</b>	means suspension of the Services because of an emergency or upon instruction by emergency services or any government or appropriate authority;
<b>"EM Hardware"</b>	means all and any products supplied by the EM Hardware Contractor;
<b>"EM Hardware Contractor"</b>	means the contractor that provides certain electronic monitoring equipment and related services under a contract with the Authority awarded pursuant to the EM Competitions;
<b>"EM Hardware Services"</b>	means the EM Services provided by the EM Hardware Contractor;
<b>"EM Monitoring and Mapping Contractor"</b>	means the contractor that provides certain software components of the EM Services under a contract with the Authority awarded pursuant to the EM Competitions, which provide the main interface between the EM&FS Service and the EM Hardware Service;
<b>"EM Monitoring and Mapping Service"</b>	means the service provided by the EM Monitoring and Mapping Contractor;
<b>"EM Monitoring and Mapping Services"</b>	means the EM Services provided by the EM Monitoring and Mapping Contractor;
<b>"EM Monitoring and Mapping Software"</b>	means the software and associated IT systems provided by the EM Monitoring and Mapping Contractor;
<b>"EM Network"</b>	means the Mobile Network and the Private Mobile Datalink Service;
<b>"EM Network Contractor"</b>	means the contractor that provides certain network components of the EM Services under a contract with the Authority awarded pursuant to the EM Competitions;
<b>"EM Network Services"</b>	means the services provided by the EM Network Contractor;
<b>"EM Network Services Exit Plan"</b>	means a detailed exit and service transfer plan relating to the exit of the EM Network Contractor from the EM Services and service transfer to a New Contractor in a final form that could be implemented immediately;
<b>"EM Network Services Recompetition Data"</b>	means the records maintained by the EM Network Contractor to support a recompetition of EM Services;

<b>"Employee Liabilities"</b>	means all claims (including but not limited to claims for redundancy payments, unlawful deductions of wages, breach of contract, unfair, wrongful or constructive dismissal, compensation for sex, race or disability discrimination or discrimination on the grounds of religion, belief, age, gender reassignment, marital or civil partnership status, pregnancy, maternity or sexual orientation or claims for equal pay, compensation for less favourable treatment of part-time workers or fixed-term employees, claims for failure to inform and consult pursuant to TUPE or the Trade Union and Labour Relations (Consolidation) Act 1992 and any claims whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation) and any expenses and reasonable legal costs;
<b>"Employee Liability Information"</b>	has the same meaning as in regulation 11(2) of TUPE;
<b>"Employing Sub-Contractor"</b>	means any sub-contractor of the Contractor which becomes the employer of any Previous Contractor Transferring Employee;
<b>"EM Programme Test Strategy"</b>	means the test strategy for the EM Programme, as issued by the Authority;
<b>"EM Service Desk"</b>	means the resources and facilities provided by the EM&FS Contractor for the management of Incidents and queries for all EM Contractors in relation to the EM Services (see also Service Desk);
<b>"EM Services"</b>	means each and any of the services provided to the Authority by any and all of the EM Contractors pursuant to the EM Services Contracts;
<b>"EM Services Contract Reset"</b>	means the Change Notices relating to the recommencement of Mobilisation;
<b>"EM Services Contracts"</b>	means each and any contract between the Authority and an EM Contractor for delivery of any EM Services;
<b>"EM System"</b>	means the integrated system used for operating the EM Services;
<b>"Emulator"</b>	means a device, computer program, or system that accepts the same inputs and produces the same outputs as a given system;
<b>"End User Computing Device"</b>	has the same meaning as End User Device;
<b>"End User Device"</b>	means a device which is capable of performing actions where users have the ability to instruct, manipulate and write instructions to a device which will perform a given application;
<b>"Equality Statement"</b>	means a statement prepared by either Party in the context of the Equality Act 2010 and provided by that Party in accordance with Schedule 14 (Equality);
<b>"Equipment Asset Database"</b>	means an accurate inventory of system, Hardware and Software Assets used to deliver the EM Services;
<b>"Escalation Procedure"</b>	means the procedure for the escalation of Issues described in Schedule 3 (Dispute Resolution Procedure) of the Collaboration Agreement;
<b>"Estimate"</b>	means an estimate of the cost of a proposed Change, which shall be prepared upon the same basis as, and consistent with the charging principles set out in, the Financial Model, and shall include the information set out in Schedule 21 (Change Process);

<b>"Estimated Payroll Costs"</b>	means the costs included in the Charges based on the information provided by the Previous Contractors relating to Previous Contractor Transferring Employees and vacancies;
<b>"Etherflow Connected"</b>	means the end-to-end logical circuit that facilitates Ethernet traffic over the Mobile Network from one site to another site;
<b>"Ethernet"</b>	means a family of computer networking technologies for local area networks that conform to standard IEEE 802.3;
<b>"Etherway Access"</b>	means a dedicated circuit from the site connecting to the nearest PoP capable of supporting the Digital Link Ethernet Service;
<b>"Etherway Copper"</b>	means an Etherway Access option employing Openreach Metallic Path Facility inputs;
<b>"Etherway Superfast GEA"</b>	means an Etherway Access option employing Openreach Fibre to the Cabinet (FTTC) and Fibre to the Premise (FTTP) inputs;
<b>"Evidential Integrity Design"</b>	means the document of that name issued by the Authority;
<b>"Exception Report"</b>	means a report generated by the Contractor in a predetermined format for the purposes of reporting an exceptional circumstance affecting (or potentially affecting) the EM Services;
<b>"Excluded Equipment"</b>	means any Dedicated Contractor's Equipment that is identified as excluded in the Contractor's Exit Plan;
<b>"Exit Assistance"</b>	means assistance to be given during an Exit Period as described in Schedule 11 (Exit Management and Transfer);
<b>"Exit Assistance Notice"</b>	means a written notice provided by the Authority requiring the Contractor to provide Exit Assistance;
<b>"Exit Manager"</b>	means a person designated by the Contractor who will be responsible for managing Exit Assistance to be provided by the Contractor pursuant to Schedule 11 (Exit Management and Transfer);
<b>"Exit Period"</b>	means the period comprising the Retendering Period, the Exit Transfer Period and the Wind Down Period;
<b>"Exit Plans"</b>	means the Contractor's exit plan and the EM Contractor Exit Plans (and any or all of them);
<b>"Exit Transfer Period"</b>	means any period identified in the relevant Exit Assistance Notice for transfer of any element(s) of the EM Services to a New Contractor;
<b>"Expected Test Results"</b>	means the expected results identified in the associated Test Case, given specified inputs and known state of the component or system;
<b>"Expert Witness"</b>	means a person whose evidence is intended to be tendered before a court and who has relevant skill or knowledge achieved through research, experience or professional application within a specific field sufficient to entitle them to give evidence of their opinion and upon which the court may require independent, impartial assistance;
<b>"Expiry Date"</b>	means the date three (3) Years from and including the Services Commencement Date, subject to the provisions of Clause 45.3 (Term) and Paragraph 5 (Preparation of Detailed Exit Plans) of Schedule 11 (Exit Management and Transfer);
<b>"Exploratory Testing"</b>	means an informal test design technique where the tester actively controls the design of the tests as those tests are performed and uses information gained while testing to design new and better tests;
<b>"Extensible"</b>	means the ability for a system or component to be modified to increase its storage or functional capacity;

<b>"External Services"</b>	means any and all services required as part of the EM Services that exist outside of the Primary Data Centre and the Secondary Data Centre, irrespective of whether they are provided by an EM Contractor or a third party;
<b>"Factory Acceptance Testing"</b>	means the formal Testing of this name by the Contractor that their solution complies with their Service Requirements, prior to submitting the solution to Authority Tests;
<b>"Financial Assumptions Register"</b>	means the financial assumptions used in the development of the Financial Model;
<b>"Financial Distress Event"</b>	has the meaning listed in Paragraph 6.1 (Consequences of a Financial Distress Event) of Schedule 16 (Financial Distress);
<b>"Financial Distress Service Continuity Plan"</b>	means a plan setting out how the Contractor will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that the Contractor suffers a Financial Distress Event;
<b>"Financial Indebtedness"</b>	means any indebtedness for or in respect of (without double counting): (a) monies borrowed; (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and (h) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in Paragraphs (a) to (g) above;
<b>"Financial Model"</b>	means the financial model as described in Schedule 6 (Price and Payment Mechanism);
<b>"Financial Ratio"</b>	has the meaning set out in Appendix 2 to Schedule 16 (Financial Distress);
<b>"Financial Ratio Thresholds"</b>	means the Financial Ratio thresholds as set out in Appendix 2 to Schedule 16 (Financial Distress);
<b>"Financial Response Template"</b>	means the template of that name set out in Schedule 6 (Price and Payment Mechanism);
<b>"Financial Standing"</b>	has the meaning set out in Appendix 2 to Schedule 16 (Financial Distress);
<b>"Financial Standing Thresholds"</b>	means the thresholds of that name as set out in Appendix 2 to Schedule 16 (Financial Distress);
<b>"Fixed Dial SIM Card"</b>	means SIM Cards whereby the telephone numbers that can be called via that SIM Card are programmed onto the SIM Card;
<b>"Fix First/Resolve Later Principle"</b>	means the principle whereby the Contractor uses all reasonable endeavours to solve Service Failures as expeditiously and cost effectively as possible as directed by the Authority, deferring any disputes concerning responsibility for Service Failures and which Party should bear the cost of fixing a Service Failure and any associated legal issues, until resolution of the relevant Service Failure;

<b>"FOIA"</b>	means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 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 Act;
<b>"Force Majeure Event"</b>	means the occurrence after the Commencement Date of any of the following events:  (a) war, civil war, armed conflict or terrorism; or  (b) nuclear and radioactive explosion (including from any nuclear installation or nuclear weapon), chemical or biological contamination unless the source or the cause of the contamination is the result of the actions of or breach by the Contractor or its sub-contractors,  which directly causes either Party (the "Affected Party") to be unable to comply with all or a material part of its obligations under this Contract;
<b>"Force Majeure Termination Sum"</b>	means the amount payable by the Authority to the Contractor in the event of a termination on a Force Majeure Event;
<b>"Forensic Readiness"</b>	means the achievement of an appropriate level of capability by an organisation in order for it to be able to collect, preserve, protect and analyse Digital Evidence so that this evidence can be effectively used in any legal matters, in security investigations, in disciplinary matters, in an employment tribunal or in a court of law, as defined by GPG18 - Forensic Readiness;
<b>"FRT"</b>	has the same meaning as Financial Response Template;
<b>"Gain Share"</b>	means an arrangement whereby two or more parties benefit financially from cost efficiencies;
<b>"Gain Share Plan"</b>	means a plan to support the approval and delivery of Gain Share Proposals;
<b>"GCN"</b>	means the Government Conveyance Network (see also PSN);
<b>"GDPR"</b>	means the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"General Change in Law"</b>	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which affects or relates to a Comparable Supply;
<b>"GFI"</b>	has the same meaning as Government Furnished Items
<b>"GGSN"</b>	means gateway GPRS support node;
<b>"GIS"</b>	means geospatial information system;
<b>"GNSS"</b>	has the same meaning as Global Navigation Satellite System;
<b>"Good Industry Practice"</b>	means the exercise of that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced supplier of products (engaged in the same type of undertaking as that of the Contractor) or provider of services similar to the EM Services or any sub-contractor under the same or similar circumstances;
<b>"Good Practice Guide"</b>	means the documentation produced by the CESG (NCSC), which provide guidance on specific aspects of Information Assurance in order to help manage risk effectively;
<b>"GovCertUK"</b>	means the Computer Emergency Response Team (CERT) for HMG;

<b>"Governance"</b>	means the establishment of policies and the continuous monitoring of their proper implementation by the members of the top management of an organisation for authority, accountability, transparency, decision-making, responsiveness, rules, stability, equity and inclusiveness, empowerment, and broad-based participation;
<b>"Governance Structure"</b>	means the structures established by the Authority for Governance of the EM Programme;
<b>"Government Cross Criminal Justice"</b>	means co-operation between multiple Government departments in relation to criminal justice, for example in the development of strategies, standards and policies;
<b>"Government Security Classification Policy"</b>	means the policy that came into force on 2 April 2014 describing how HMG classifies information assets to ensure they are appropriately protected;
<b>"Government Furnished Items"</b>	means any equipment provided by the Authority to the Contractor in connection with the EM Services;
<b>"Government Off the Shelf"</b>	means software and hardware HMG products that are ready to use, as created and owned by the HMG;
<b>"GPG"</b>	has the same meaning as Good Practice Guide;
<b>"GPS"</b>	means global positioning system, being a specific implementation of a GNSS service
<b>"Green Light"</b>	means the status achieved by at least one (1) individual of the CHECK team having passed the CESG accredited CHECK TL CREST or TigerScheme examination and thus having gained "Team Leader" status;
<b>"Green Light Company"</b>	means a company which has Green Light status;
<b>"Group"</b>	means in relation to each of the Contractor or Key Sub-Contractor, that company and any Affiliates of such company;
<b>"GSI"</b>	means the Government Secure Intranet, an HMG wide area network that provides access for connected organisations to communicate securely;
<b>"GSM"</b>	means Global System for Mobile communication;
<b>"GSM LBS"</b>	location based services associated with data received via the mobile communications network;
<b>"Hardware"</b>	means any hardware used by the Contractor in the provision of the EM Services;
<b>"HDC"</b>	has the same meaning as Home Detention Curfew;
<b>"Health and Safety Executive"</b>	means the UK Government's' Health and Safety Executive;
<b>"HIDS"</b>	has the same meaning as Host Intrusion Detection System;
<b>"High Level Design"</b>	means a document setting out the design for the entire scope of services delivered by the Contractor as part of the EM Services;
<b>"High Level Design Review"</b>	means a review by the Authority for the purpose of formally evaluating whether a High Level Design meets the associated Service Requirements;
<b>"HLD"</b>	has the same meaning as High Level Design;
<b>"HMG"</b>	means Her Majesty's Government;
<b>"HMG IA Policy and Guidance"</b>	means the policy and good practice guidance on IA for use across HMG, the wider public sector and their delivery chains;



<b>"HMG IA Standard"</b>	means the information assurance standards produced by Cabinet Office and CESG, available on the NCSC website;
<b>HM Prisons and Probation Service</b>	means HM Prisons and Probation Service, an executive agency of the Ministry of Justice, HMPPS has the same meaning;
<b>"HMG Security Policy Framework"</b>	means the framework set out at <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>
<b>"HMU"</b>	has the same meaning as Home Monitoring Unit;
<b>"Holding Company"</b>	has the meaning given to it in section 1159 of the Companies Act 2006 and, for the purposes only of the membership requirement in subsections 1159(1) (b) and (c), a company (the "first company") shall be treated as a member of another company (the "second company") if the shares in the second company are registered in the name of: (a) another person (or its nominee), where the shares are held by such other person (or its nominee) by way of security or in connection with the taking of security from the first company, or (b) a nominee for the first company;
<b>"Home Monitoring Unit"</b>	means a fixed communications device installed at a residence that is identified for a particular Subject in the relevant Notification (including any relevant variation to the Notification) and which is used with a Tag as part of the Monitoring capability;
<b>"Horizontal Traceability"</b>	means the tracing of artefacts at the same level of abstraction, such as (i) traces between requirements created by the same person, (ii) traces between requirements that are concerned with the performance of the system, and (iii) traces between versions of a particular requirement at different moments in time, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
<b>"HSE"</b>	has the same meaning as Health and Safety Executive;
<b>"HTTPS"</b>	means hypertext transfer protocol secure;
<b>"IA"</b>	has the same meaning as Information Assurance;
<b>"IA Maturity Model Framework"</b>	has the meaning set out in the Security Policy Framework;
<b>"IAMM"</b>	has the same meaning as IA Maturity Model Framework;
<b>"IAO"</b>	has the same meaning as Information Asset Owner;
<b>"IAS"</b>	has the same meaning as Information Assurance Standard;
<b>"IAS19"</b>	means International Accounting Standard 19;
<b>"IC"</b>	has the same meaning as Incident Controller;
<b>"ICD"</b>	has the same meaning as Interface Control Document;
<b>"ICT"</b>	means information and communications technology;
<b>"IFRS"</b>	has the same meaning as International Financial Reporting Standards;
<b>"IHLD"</b>	has the same meaning as Integrated High Level Design;
<b>"IL"</b>	has the same meaning as Impact Level;
<b>"Immediate"</b>	means, in the context of the EM Network Services, that the EM Network Contractor will act to recognise the occurrence of a Major Incident and also to begin any activity to diagnose the cause of the Major incident as soon as possible;

<b>"Impact Assessment"</b>	means the assessment associated with a Change Request performed by an EM Contractor or the Authority;
<b>"Impact Level"</b>	means a security and information assurance classification;
<b>"Implementation Guides"</b>	means guides that provide practical guidance on the configuration and implementation of specific technical security solutions for IA professionals;
<b>"Improvement Notice"</b>	means a notice issued by the Authority requiring an improvement in the performance of the Contractor's part of the EM services;
<b>"Improvement Plan"</b>	means a plan prepared by the Contractor relating to an improvement in the performance of the EM Services;
<b>"Incident"</b>	means any unplanned interruption to or any reduction in, the quality of the EM Services and subject to an Incident Classification;
<b>"Incident Classification"</b>	means the classification given to an Incident, either Priority 0, Priority 1, Priority 2, Priority 3 or Priority 4, as applicable;
<b>"Incident Controller"</b>	means the person identified as such in the associated BCDR Plan;
<b>"Incident Start Time"</b>	means whichever is the earlier of the declaration of the Incident by the Contractor or receipt of notification by the Contractor of the Incident, provided such Incident is notified to the Contractor in accordance with the OLAs and any applicable Dependencies;
<b>"Indemnified Party"</b>	means a Party or a Related Organisation that wishes to make a claim under an EM Contract or the Collaboration Agreement against another Party providing an indemnity under an EM Contract or the Collaboration Agreement;
<b>"Indemnifying Party"</b>	means a Party providing an indemnity under an EM Services Contract or the Collaboration Agreement;
<b>"Indirect Losses"</b>	means loss of profits, loss of production, loss of revenue, loss of business, loss of business opportunity or any claim for consequential loss or for indirect loss of any nature;
<b>"Individual Protocol"</b>	means a protocol issued by a Notifying Organisation in respect of an individual Subject that sets out the requirements of such Subject's Order;
<b>"Information"</b>	has the meaning given to it under section 84 of the FOIA;
<b>"Information Asset Database"</b>	means an accurate inventory of information Assets used to deliver the EM Services;
<b>"Information Asset Owner"</b>	has the meaning set out at <a href="https://www.gov.uk/government/publications/information-asset-owner-role-guidance">https://www.gov.uk/government/publications/information-asset-owner-role-guidance</a> ;
<b>"Information Assurance"</b>	means the confidence that information systems will protect the information they handle and will function as they need to, when they need to, under the control of legitimate users;
<b>"Information Security Management System"</b>	means the information security management system as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the Parties and will directly reflect the scope of the Services;
<b>"Information Sharing Agreement"</b>	means an agreement (not always legally binding) between the Contractor and a Stakeholder relating to the sharing of Subject Data between the Stakeholder and the Contractor (and vice versa);
<b>"Initial Information Report"</b>	means a report containing all known information, at the time of publication, prepared by the Contractor for each Major Incident occurring in relation to the Services. In addition, for the EM Service Desk, the Initial Information Report will contribute to the Incident Report provided to the Authority;

<b>"Initial Transfer SIM Cards"</b>	means those SIM Cards specified as Initial Transfer SIM Cards in Schedule 26;
<b>"Installation"</b>	means the installation of Tags on Subjects and/or HMUs in residences (as applicable) in accordance with Business Process "Installation and Induction" and Business Process "Installation and Induction (TPIM/SIAC Bail Order)", and "Install" and "Installed" shall be construed accordingly;
<b>"Insurances"</b>	means all or any of the insurances required to be maintained by the Contractor as set out in Schedule 22 (Insurance Requirements);
<b>"Insured"</b>	means the Contractor;
<b>"Integrated BCDR Plan"</b>	means the document issued by the Authority which provides plans for the coordination of Disaster Recovery and Business Continuity arrangements across all EM Services;
<b>"Integrated Change"</b>	means any change to the Collaboration Agreement or any or all of the EM Services Contracts to be managed in accordance with the Integrated Contract Change Procedure;
<b>"Integrated Contract Change Procedure"</b>	means the procedure set out in Schedule 21 (Integrated Contract Change Procedure);
<b>"Integrated High Level Design"</b>	means the overall design for the EM Services, as issued by the Authority from time to time;
<b>"Integrated High Level Design Ways of Working"</b>	means the ways of working relating to the design of the EM Services applicable to the EM Contractors, as set out in Appendix 1 to Schedule 4 (Intelligent Client Role) of the Collaboration Agreement;
<b>"Integrated Mobilisation Plan"</b>	means the plan produced, issued and managed by the Authority, which provides an end-to-end programme for the conduct of the Mobilisation Plans in the respective EM Services Contracts;
<b>"Integration Claim"</b>	<p>means a claim for Direct Losses relating to a Compensation Event but excluding in all cases:</p> <ul style="list-style-type: none"> <li>(a) any cost of a type or nature that is not represented within the Financial Model;</li> <li>(b) costs that are properly recovered or recoverable through the charges under the relevant EM Contractor's Services Contract;</li> <li>(c) costs that have been mitigated or could reasonably be mitigated;</li> <li>(d) any amount in respect of lost profits, margin or revenue;</li> <li>(e) any amount by way of interest; or</li> <li>(f) any indirect, special or consequential loss,</li> </ul> <p>which shall be addressed by the Parties in accordance with the Dispute Resolution Procedure;</p>
<b>"Integrity"</b>	means the property of safeguarding the accuracy and completeness of information – this may include the ability to prove an action or event has taken place, such that it cannot be repudiated later;
<b>"Integrity Verification"</b>	means a component of the EM System that is used to validate that data has not been changed from when it was created;

<b>"Intellectual Property Rights"</b>	means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright including rights in computer software, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off together with all or any goodwill relating or attached thereto and all rights of the same or similar nature anywhere in the world;
<b>"Intelligent Client"</b>	means the Authority's role in managing the coordination of the EM Services, as set out in Schedule 4 (Intelligent Client) of the Collaboration Agreement;
<b>"Interest Payable"</b>	means, in relation to any Relevant Period, the aggregate amount of interest, acceptance commission, cost or expense (paid or capitalised) of the Group (but excluding all debt related upfront fees), excluding interest shown in the financial statements of the Group relating to IAS19;
<b>"Interest Receivable"</b>	means, in relation to any Relevant Period, interest income of the Group in respect of that Relevant Period;
<b>"Interface Control Document"</b>	means a document which describes an interface in respect of connected system and service elements within the EM Services;
<b>"Interface Testing"</b>	means the developer led activity to test aspects of the interface between two systems or components;
<b>"Interface Translation Platform"</b>	means any hardware and / or software that is positioned between the EM Monitoring and Mapping Services and the network termination equipment of the EM Network Services (for mobile connections) or the EM&FS Service (for PSTN connections) located in the Data Centres;
<b>"Interim Service Desk"</b>	means the service desk provided by the Contractor as described in Schedule 26;
<b>"Interim Services Agreement"</b>	means the contract for interim electronic monitoring services between the EM&FS Contractor and the Authority dated 10 December 2013;
<b>"International Financial Reporting Standards"</b>	means the set of accounting standards developed by the International Accounting Standards Board;
<b>"Intrusion Detection System"</b>	has the same meaning as Network Intrusion Detection System;
<b>"Intrusion Prevention System"</b>	means a system that has all the capabilities of an Intrusion Detection System, but also has the capability to stop possible incidents, as adapted from that defined by NCSC;
<b>"Investigation Report"</b>	means a report prepared by the Authority further to an investigation into particular Service Failure(s);
<b>"Invitation to Negotiate"</b>	means the Invitation to Negotiate issued by the Authority in April 2012 together with all updated versions and supplemental documentation issued in connection therewith;
<b>"Invitation to Submit Proposal"</b>	means the Invitation to Submit Proposal issued by the Authority in August 2016 together with all updated versions and supplemental documentation issued in connection therewith;
<b>"Invoicing Period"</b>	means the Month or part Month commencing on the Payment Commencement Date, and thereafter each successive Month;
<b>"IPR"</b>	has the same meaning as Intellectual Property Rights;
<b>"IPS"</b>	has the same meaning as Intrusion Prevention System;
<b>"IRCA"</b>	means the International Register of Certified Auditors;

<b>"ISA"</b>	has the same meaning as Information Sharing Agreement;
<b>"ISMS"</b>	has the same meaning as Information Security Management System;
<b>"ISO/IEC27001"</b>	means the information security standard published by the International Organisation for Standardisation (ISO) and the International Electrotechnical Commission (IEC);
<b>"ISO/IEC27002"</b>	means the best practice recommendations on information security management for use by those responsible for initiating, implementing or maintaining information security management systems (ISMS);
<b>"ISP"</b>	has the same meaning as Invitation to Submit Proposal
<b>"Issue"</b>	means a problem or incident that will be escalated under the process of Issue Resolution;
<b>"Issue Resolution"</b>	means the formal process for the recording, management and resolution of Issues as described in the Schedule 23 (Dispute Resolution);
<b>"Issue Resolution Request"</b>	means a communication issued to all EM Contractors relevant to an issue and the Authority setting out details of an Issue pursuant to Appendix 1 of Schedule 23 (Dispute Resolution);
<b>"IT Disaster Recovery Plan"</b>	means a clearly defined and documented plan which recovers ICT capabilities when a disruption occurs, as defined by ISO/IEC 27031:2011 for 'ICT Disaster Recovery Plan';
<b>"IT Health Check"</b>	means an activity with the objective of identifying vulnerabilities in ICT systems and networks which may compromise the Confidentiality, Integrity or Availability of information held on that ICT system;
<b>"ITIL"</b>	means the Information Technology Infrastructure Library published by AXELOS Ltd, a joint venture between HM Cabinet Office and Capita Plc;
<b>"ITN"</b>	has the same meaning as Invitation To Negotiate;
<b>"ITP"</b>	has the same meaning as Interface Translation Platform;
<b>"IT Security Officer"</b>	shall the have the meaning ascribed in the Security Policy Framework;
<b>"IT Service Continuity Management"</b>	means the process responsible for managing risks that could seriously affect IT services. IT service continuity management ensures that the IT service provider can always provide minimum agreed service levels, by reducing the risk to an acceptable level and planning for the recovery of IT services. IT service continuity management supports business continuity management, as defined by the ITIL V3 2011 edition of the ITIL Glossary and Abbreviations;
<b>"IT Service Management"</b>	means the implementation and management of quality IT services that meet the needs of the business. IT service management is performed by IT service providers through an appropriate mix of people, process and information technology, as defined by the ITIL V3 2011 edition of the ITIL Glossary and Abbreviations;
<b>"ITSM"</b>	has the same meaning as IT Service Management;
<b>"ITSCM"</b>	has the same meaning as IT Service Continuity Management;
<b>"ITSO"</b>	has the same meaning as IT Security Officer;
<b>"ITU"</b>	means International Telecommunications Union;
<b>"Key Milestone"</b>	means a key milestone, as identified in Schedule 5 (Mobilisation);
<b>"Key Milestone Date"</b>	means a date for the achievement of a Key Milestone;
<b>"Key Sub-Contractor"</b>	means those Sub-Contractors identified as such in Schedule 17 (Approved Sub-Contractors);

<b>"Key Sub-Contractor Credit Rating Threshold"</b>	means the Credit Rating Thresholds as set out in Schedule 16 (Financial Distress);
<b>"Key Sub-Contractor Financial Distress Event"</b>	means the occurrence of one (1) or more of the events referred to in Schedule 16 (Financial Distress) with respect to a Key Sub-Contractor;
<b>"LAN"</b>	means local area network;
<b>"Latent Defect"</b>	means a defect which would not have been reasonably capable of discovery upon inspection;
<b>"Law Enforcement Purposes"</b>	means the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security;
<b>"LBS"</b>	has the same meaning as Location Based Services;
<b>"LBS Service"</b>	means the service provided by the EM Network Contractor for performing LBS lookups;
<b>"LCIA"</b>	means the London Court of International Arbitration;
<b>"LCIA Rules"</b>	means the LCIA procedural rules in force at the Commencement Date;
<b>"LED"</b>	means Law Enforcement Directive (Directive (EU) 2016/680);
<b>"Legacy Contractor"</b>	means one of the Contractors which provided electronic monitoring services prior to the provisions of electronic monitoring services by the EM&FS Contractor pursuant to the Interim Services Agreement;
<b>"Legacy Services"</b>	means the Services provided by the Contractor in accordance with Schedule 26 (Legacy Services);
<b>"Legacy SIM Cards"</b>	means Additional SIM Cards, Replacement SIM Cards, March Replacement SIM Cards, and Transfer SIM Cards;
<b>"Legacy SIM Card Services"</b>	means the services to be provided to the Legacy SIM Cards in accordance with Schedule 26;
<b>"Legal Proceedings"</b>	means any litigation, arbitration, administrative or adjudication or mediation proceedings before or of any court, arbitrator or Relevant Authority;
<b>"Legislation"</b>	<p>means any one or more of the following:</p> <p>(a) any Act of Parliament;</p> <p>(b) any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978;</p> <p>(c) any exercise of the Royal Prerogative; and</p> <p>(d) any enforceable community right within the meaning of section 2 of the name opean Communities Act 1972,</p> <p>in each case in the United Kingdom;</p>
<b>"Lessons Learned"</b>	means those items identified where there is a need to modify future behaviours, which may be negative or positive in nature;
<b>"Lessons Learned Log"</b>	means a record of the Lessons Learned, typically recorded following end stage reviews but may also be recorded during the course of a project or other activity;
<b>"Linked Data"</b>	means a method of publishing structured data so that it can be interlinked to become more useful;

<b>"Live Data"</b>	means all data that is contained within the Live Environment that is used to support the business of the Authority including corporate information, financial information, Personal Data, and Configuration information;
<b>"Live Environment"</b>	means the ICT environment of the Contractor in which the day-to-day business relating to the provision of the EM Services will occur, including all systems, networks, applications, data and supporting devices, products, processes and infrastructure;
<b>"Location Based Service"</b>	means a service which translates GSM cell tower information into geolocation co-ordinates, typically used as a second or third source of location verification to a GNSS based source;
<b>"Location Data"</b>	means point data that is spatially referenced using latitude and longitude coordinate values. The latitude and longitude values can be supplemented by additional detail and this varies depending on the source of the data. Typical sources include GNSS, LBS and GSM LBS;
<b>"Location Message"</b>	means a Message recorded in accordance with the configured Location Monitoring conditions;
<b>"Location Monitoring"</b>	means EM of a Subject pursuant to an Order or Licence which requires the tracking of the Subject's whereabouts;
<b>"Location Tag"</b>	means a device worn by a Subject as a result of a requirement for EM set out in an Order or Licence for the purposes of Location Monitoring, which may also include a requirement for Curfew Monitoring;
	Note 1 – a location tag may also provide the ability to perform Curfew Monitoring using RF rather than geo-location capabilities.
	Note 2 – a location tag may also include a separate 'hand-held' or 'pocket' device paired with the body worn device which provides the Location Data;
<b>"Look and Feel"</b>	has the same meaning as that used in the ICT industry to describe characteristics of the presentation and behaviour of a 'user interface';
<b>"Losses"</b>	means Direct Losses and Indirect Losses together;
<b>"Major Incident"</b>	means a Priority 1 Incident or a Priority 2 Incident, except in the case of the Mobile Network, in which case a Priority 0 Incident or a Priority 1 Incident;
<b>"Management Information"</b>	means the information to be provided by the Contractor for the on-going management of the EM Service;
<b>"Management of Dependencies"</b>	means the Authority's process for the management of Dependencies;
<b>"Management Supervision Trigger"</b>	means where the Authority reasonably believes that it needs to take action in connection with the performance of the Services: (a) upon a breach by the Contractor of any of its obligations under this Contract which materially and adversely affects the performance of the Services; (b) where there is no breach by the Contractor but the Authority considers that the circumstances constitute an emergency; (c) where there is no breach by the Contractor but the Authority considers that the occurrence of a breach which materially and adversely affects the performance of the Services is highly likely; (d) because a serious risk exists to the health or safety of persons or property or to the environment; and/or (e) to discharge a statutory duty or to comply with a direction of a Relevant Authority;
<b>"MAPPA"</b>	means a Multi-Agency Public Protection Arrangement under the Criminal Justice Act 2003;

<b>"March Replacement SIM Cards"</b>	means Non-Embedded SIM Cards provided to the Authority as detailed in Schedule 26;
<b>"March Transfer SIM Cards"</b>	means those SIM Cards specified as March Transfer SIM Cards in Schedule 26;
<b>"MDS"</b>	has the same meaning as Master Data Store;
<b>"Message"</b>	means data that is recorded by the Subject Device according to its configured Recording Rate (such as a Location Message or Status Message), or a Control Message or Configuration Message received by the Subject Device;
	<p>Note - In relation to the handling of Messages, the following terms have the following meanings:</p> <ul style="list-style-type: none"> <li>- "log" means to make an entry in a log of the condition having occurred;</li> <li>- "record" and "store" mean to place the associated data in the designated storage location;</li> <li>- "retain" means to keep the associated data in storage until either expiry in line with the Data Retention Policy or an instruction to delete the data is received from the Authority; and</li> <li>- "process" means to parse, analyse and act upon the contents of the associated data.</li> </ul>
<b>"MHSP"</b>	has the same meaning as Monthly Hardware Service Payment;
<b>"Microsoft Government Assurance Pack"</b>	means the joint publication by CESG and Microsoft, which provides a common starting point for departments or their system integrators to build a more secure workstation environment;
<b>"Milestone"</b>	means an event or task in the Mobilisation Plan that is described as such;
<b>"Milestone Date"</b>	means the date relating to a Milestone set out in the Mobilisation Plan by which the relevant Milestone must be successfully completed, including (where applicable) successful Acceptance;
<b>"Milestone Payment"</b>	means a proportion of total mobilisation cost associated with a particular Payment Milestone as set out in Schedule 6 (Price and Payment Mechanism);
<b>"MINT"</b>	means the Authority Managed Interconnect;
<b>"MMFP"</b>	has the same meaning as Monthly Management Fee Payment;
<b>"MMS"</b>	has the same meaning as Multimedia Message Service;
<b>"Mobile Data Services"</b>	means the Services under which the Contractor supplies the Authority with Airtime enabling the Authority to transfer data using the Mobile Network;
<b>"Mobile Network"</b>	means the national cellular network provided by the EM Network Contractor used for the communication of voice and data;
<b>"Mobilisation"</b>	means the activities of the Contractor relating to the period leading up to the Services Commencement Date;
<b>"Mobilisation Payment"</b>	means any Milestone Payments and/or Redundancy Payments, less any Delay Deductions;
<b>"Mobilisation Phase"</b>	means the period commencing on the Commencement Date and ending on the Contract Performance Point;
<b>"Mobilisation Plan"</b>	means the plan to be produced by the Contractor covering the full extent of the Mobilisation Phase;
<b>"Mobilisation Profit Payment"</b>	means the component of the Monthly Management Fee Payment relating to the profit element of mobilisation charges;



<b>"Mobilisation Risk Payment"</b>	means the component of the Monthly Management Fee Payment relating to the risk element of mobilisation charges;
<b>"Monitoring Data"</b>	means all Events and Messages associated with Monitoring;
<b>"Month"</b>	means a calendar month and "Monthly" shall be construed accordingly;
<b>"Monthly Contract Price"</b>	means the price for each Month calculated in accordance with Schedule 6 (Price and Payment Mechanism);
<b>"Monthly Management Fee Payment"</b>	means the payment of the same name in Schedule 6 (Price and Payment Mechanism);
<b>"Monthly Payment"</b>	means the payment of the same name in Schedule 6 (Price and Payment Mechanism);
<b>"Monthly Payment Report"</b>	means a report submitted by the Contractor in relation to the associated Month's charges;
<b>"Monthly Software Service Payment"</b>	means the payment of the same name in Schedule 6 (Price and Payment Mechanism);
<b>"Monthly Report"</b>	means a report provided by the Contractor to the EM&FS Contractor detailing service performance or MI on performance of the EM Services for which the Contractor is responsible for the associated period;
<b>"MP"</b>	has the same meaning as Monthly Payment;
<b>"MPN"</b>	means mobile phone number;
<b>"MSISDN"</b>	means mobile subscriber ISDN number;
<b>"MSSP"</b>	has the same meaning as Monthly Software Service Payment;
<b>"Multimedia Message Service"</b>	means the multimedia message service which allows text messages and/or pictures to be sent and received from mobile equipment;
<b>"N+1 Hardware Configuration"</b>	means that every hardware component (N) required to fulfil a computing function, shall have at least one independent backup component (+1) at that location;
<b>"Nacro"</b>	means the registered charity of that name with number 226171 that provides crime reduction services including offender management;
<b>"NAT"</b>	has the same meaning as Network Address Translation;
<b>"National Offender Management Service"</b>	means HM Prisons and Probation Service, an executive agency of the Ministry of Justice, HMPPS means the same;
<b>"National Probation Service"</b>	means the agency of Her Majesty's Prison & Probation Service that is responsible for the supervision of offenders released into the community;
<b>"NCSC"</b>	means National Cyber Security Centre;
<b>"NCSC Senior Certified Professional"</b>	means an individual who has been certified through the NCSC Certified Professional (CCP) scheme, in one or more specified IA roles;
<b>"Necessary Change"</b>	means a Change that is necessitated by a change in any Legislation;
<b>"Net Assets"</b>	means, in relation to any Relevant Period, total assets less total liabilities (excluding capital and reserves). Total assets should include: fixed assets, including tangible assets, intangible assets and investments; deferred tax assets; and current assets, including stock, debtors, Cash and Cash Equivalent Investments. Total liabilities should include: Total Debt; creditors; provisions; deferred tax liabilities; and pension deficits;
<b>"Net Interest Payable"</b>	means, in relation to any Relevant Period, Interest Payable for that Relevant Period less Interest Receivable for that Relevant Period;

<b>"Network Access Control Device"</b>	means a router, switch, bridge, hub or similar network device used to point to an End User Device;
<b>"Network Address Translation"</b>	means the process of modifying IP address information in IP packet headers while in transit across a traffic routing device;
<b>"Network Design"</b>	means the detailed design of the Network;
<b>"Network Intrusion Detection System"</b>	means a system that attempts to discover unauthorised access to a computer network by analysing traffic on the network for signs of malicious activity;
<b>"New Contractor"</b>	means any person or organisation which has entered into or will enter into a new contract with the Authority for the provision of services which are the same as or similar to all or any part of the EM Services (including the Authority or any other Agency where any part of such provision will be made by the Authority or Agency);
<b>"NIDS"</b>	has the same meaning as Network Intrusion Detection System;
<b>"Node Device"</b>	means an item of equipment that is connected to the IP network, including but not limited to Subject Device, server, router;
<b>"NOMS"</b>	has the same meaning as National Offender Management Service;
<b>"Non-Embedded SIM Card"</b>	means a SIM Card that is not an Embedded SIM Card (such that it is installed in Monitoring Equipment outside of the production process, potentially by an EM Contractor that is other than the EM Hardware Contractor);
<b>"Notice of Adjudication"</b>	means a notice to commence EM Adjudication served by any Party on all other relevant Parties pursuant to Appendix 1 of Schedule 3 (Dispute Resolution);
<b>"Notice of Dispute"</b>	means a notice of Dispute served by one EM Contractor, the Authority or Related Organisation on the other EM Contractors, the Authority or Related Organisations pursuant to Appendix 1 of Schedule 23 (Dispute Resolution) of each EM Services Contract;
<b>"Notice of Dissatisfaction"</b>	means a notice raised by a Disputing Party in respect of an Adjudicator's Determination, following which that Disputing Party shall be entitled to issue proceedings in the English Courts in respect of a Dispute;
<b>"Notice of Necessary Change"</b>	means a Change Notice relating to a Necessary Change;
<b>"Notice of Proposed Change"</b>	means a Change Notice relating to a proposed Change;
<b>"Notified Extension Period"</b>	means a period of twelve (12) Months as notified by the Authority for the purposes of extending the Term;
<b>"Notifying Organisation"</b>	means an organisation (including a Related Organisation) that provides a Notification to the EM&FS Contractor which shall comprise: (i) a Court; (ii) UK Visas and Immigration and Immigration Enforcement; (iii) Home Office; or (iv) HM Prison Service;
<b>"NPIA"</b>	means National Policing Improvement Agency;
<b>"NPS"</b>	has the same meaning as National Probation Service;
<b>"NTP"</b>	means network time protocol;

<b>"Obfuscated Live Data"</b>	means a copy of Live Data that has been changed such that sensitive data is effectively hidden in a consistent manner so that business rules and referential integrity rules are kept intact - other than the 'shape' of the data obfuscated data tends to change all elements of the data set rather than selected ones as would be the case for Anonymised Live Data;
<b>"Observer"</b>	means such person appointed by the Authority as may reasonably be required to observe, monitor, review and/or audit the Contractor;
<b>"OLA"</b>	has the same meaning as Operating Level Agreement;
<b>"On-Boarding Assistance"</b>	means the provision of assistance by the Contractor in relation to on-boarding of a New Contractor, which is other than general assistance;
<b>"Open Book Report"</b>	means report of the same name maintained by the Contractor in accordance with Schedule 6 (Price and Payment Mechanism) and in the form agreed between the Parties;
<b>"Open Source Software Components"</b>	means a set of components with their source code made available and licensed whereby the copyright holder provides the rights to study, change and distribute the software to anyone and for any purpose;
<b>"Open Standard Protocol"</b>	means the standards made available to the general public and are developed (or approved) and maintained via a collaborative and consensus driven process. 'Open Standards' facilitate interoperability and data exchange among different products or services and are intended for widespread adoption, as defined by the ITU;
<b>"Operating Level Agreement"</b>	means an agreement to be entered into between the EM Contractors for the purposes of agreeing the interactions in support of operational processes;
<b>"Operating Manual"</b>	means the manual produced by the EM&FS Contractor setting out details of its operating procedures for the provision of the EM&FS Services;
<b>"Operating Model"</b>	means the multi-contractor model for the provision of EM Services, comprising the EM&FS Services, the EM Monitoring and Mapping Services, the EM Hardware Services and the EM Network Services, along with the Authority and Related Organisations;
<b>"Option Year"</b>	means any Contract Year after the initial term of the Contract;
<b>"OSCT"</b>	means the Office for Security and Counter Terrorism directorate of the Home Office;
<b>"OSI"</b>	means the Open Systems Interconnection model, which is a conceptual model that characterises and standardises the internal functions of a communication system by partitioning it into abstraction layers, as defined by ISO/IEC 7498-1:1994;
<b>"Outage"</b>	means a Planned Outage, Unplanned Outage or Emergency Outage;
<b>"Ownership"</b>	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 a legal, beneficial or equitable interest in shares (including the voting rights conferred on those shares), control over the right to appoint or remove directors, by contract or otherwise);
<b>"Po"</b>	has the same meaning as Priority 0;
<b>"P1"</b>	has the same meaning as Priority 1;
<b>"P2"</b>	has the same meaning as Priority 2;
<b>"P3"</b>	has the same meaning as Priority 3;
<b>"P4"</b>	has the same meaning as Priority 4;
<b>"Paired"</b>	means a Tag that is associated with one or more HMUs via a defined pairing process administered by the Field Officer;

<b>"Parties"</b>	has the meaning given in the Recitals of this Contract;
<b>"Party"</b>	has the meaning given in the Recitals of this Contract;
<b>"Patch Management Plan"</b>	means a plan that defines how and when security patches must be applied;
<b>"Payment Commencement Date"</b>	means the date which is the later of: (i) the Services Commencement Date; and (ii) the first date on which a Tag is installed on a Subject in a live operational environment for the purposes of Monitoring that Subject (and which shall for the avoidance of doubt, exclude any testing of Tags or HMUs as required by this Contract). For the avoidance of doubt the Authority will pay the applicable Monthly Network Usage Payment for Calls (MNUPC) and Monthly Network Usage Payment for Data (MNUPD) as per usage during the Mobilisation Phase. This defined term prevails over the defined term in Schedule 6 (Price and Payment Mechanism);
<b>"Payment Milestone"</b>	means a Milestone as set out in Schedule 6 (Price and Payment Mechanism) which requires the Contractor to obtain Acceptance of applicable Document Deliverables, Deliverables and Milestones as correspondingly described in Schedule 24 (Acceptance Procedure) prior to a Milestone Payment;
<b>"Percentage Profit Share"</b>	means where on an annual basis the Contractor achieves an Actual Gain greater than the MMFP for the year;
<b>"Performance Monitoring Report"</b>	means a report relating to an EM Contractor's performance;
<b>"Performance Monitoring System"</b>	means the Contractor's system for managing its performance monitoring and reporting obligations as described in Schedule 7 (Contract Delivery Indicators);
<b>"Performance Review Meeting"</b>	means a meeting held between the Contractor and the Authority for the purposes of reviewing one or more Performance Monitoring Reports;
<b>"Period of Insurance"</b>	means the associated period for an insurance policy as set out in Schedule 22 (Insurance Requirements);
<b>"Persistent Breach"</b>	means a breach which has continued for more than fourteen (14) Days or occurred more than three (3) times in any six (6) Month period and which, following written notice by the Authority identifying the breach(es) and stating that it or they may result in termination if they recur or continue, continue for more than twenty (20) Days or recur in two (2) or more Months within the six (6) Month period after the date on which such notice is served on the Contractor;
<b>"Persistent Database Storage"</b>	means the relational database used to hold data used by the EM Monitoring and Mapping Service;
<b>"Personal Data"</b>	has the meaning given in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given in the GDPR;
<b>"Pilot Testing"</b>	means one or more Test Sets designed to test the complete system using a controlled set of end users, in one or more specified locations;
<b>"Planned Acceptance Date"</b>	means the date by which the Authority will notify the Contractor in whether the Documentary Deliverable, Deliverable or Milestone is Accepted or not;
<b>"Planned Completion Date"</b>	means the date for planned completion of a Payment Milestone;
<b>"Planned Outage"</b>	means the planned suspension of part or the whole of the EM Services during any modification or maintenance of such services;

<b>"PMO"</b>	has the same meaning as Programme Management Office;
<b>"Points of Interest"</b>	means the Ordnance Survey 'Points of Interest (PoI)', containing information for over four (4) million places across Great Britain, sorted into more than 600 classifications;
<b>"PoPs"</b>	means points of presence;
<b>"Portable Electronic Devices"</b>	means any portable electronic device that has the ability to transmit, record, or store information including laptops, mobile telephones or other wireless data/information transmission devices, or personal digital assistants;
<b>"Port Address Translation"</b>	has the same meaning as Network Address Translation;
<b>"PPCS"</b>	means NOMS Public Protection Casework Section;
<b>"Pre-production"</b>	means the environment used for Testing during the Mobilisation Phase and, from the Services Commencement Date, for supporting resolution of Incidents in Production as well as for the final phases of Testing of new Releases;
<b>"Prescribed Rate"</b>	██████████
<b>"Previous Contractors"</b>	means G4S Care and Justice Services (UK) Limited and Serco Geografix Limited, which are sub-contractors of the EM&FS Contractor under the Interim Services Agreement;
<b>"Previous Contractor Transferring Employee"</b>	means an employee who is an employee of a Previous Contractor (or any sub-contractor of a Previous Contractor) immediately prior to the Services Commencement Dates and assigned to carry out the services that are being replaced by the Services to be carried out by the Contractor or any sub-contractor under this Contract, less any person who prior to a Relevant Vesting Day objects under Regulation 4(7) of TUPE or the provisions of any successor legislation to his or her contract of employment being transferred;
<b>"Primary Data Centre"</b>	means the data centre with post code ██████████ as provided by the EM&FS Contractor for the hosting of the relevant parts of Production;
<b>"Primary Trace Link Direction"</b>	means when a Trace Link is traversed from its specified Source Artefact to its specified Target Artefact, it is being used in the primary direction as specified, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
<b>"Prince2"</b>	means the Projects IN Controlled Environments, version 2 project management methodology;
<b>"Priority"</b>	has the same meaning as Priority Level;
<b>"Priority 0"</b>	means the corresponding priority 0 level set out in Schedule 7 (Contract Delivery Indicators) for the associated service;
<b>"Priority 1"</b>	means the corresponding priority 1 level set out in Schedule 7 (Contract Delivery Indicators) for the associated service;
<b>"Priority 1 Test Incident Report"</b>	means the corresponding priority 1 level set out in the EM Programme Test Strategy for a Test Incident Report;
<b>"Priority 2"</b>	means the corresponding priority 2 level set out in Schedule 7 (Contract Delivery Indicators) for the associated service;
<b>"Priority 2 Test Incident Report"</b>	means the corresponding priority 2 level set out in the EM Programme Test Strategy for a Test Incident Report;
<b>"Priority 3"</b>	means the corresponding priority 3 level set out in Schedule 7 (Contract Delivery Indicators) for the associated service;

<b>"Priority 3 Test Incident Report"</b>	means the corresponding priority 3 level set out in the EM Programme Test Strategy for a Test Incident Report;
<b>"Priority 4"</b>	means the corresponding priority 4 level set out in Schedule 7 (Contract Delivery Indicators) for the associated service;
<b>"Priority 4 Test Incident Report"</b>	means the corresponding priority 4 level set out in the EM Programme Test Strategy for a Test Incident Report;
<b>"Priority 5 Test Incident Report"</b>	means the corresponding priority 5 level set out in the EM Programme Test Strategy for a Test Incident Report;
<b>"Priority Level"</b>	means the priority associated with an Incident or Issue as either Priority 0, Priority 1, Priority 2, Priority 3 or Priority 4, as applicable for the associated service;
<b>"Prison NOMIS"</b>	means the Prison National Offender Management Information System, an electronic case management system for offenders in public sector prisons;
<b>"Privacy Impact Assessment"</b>	shall have the meaning set out in CESG IA Top Tip 2013/02 and by the Information Commissioner's Office;
<b>"Private Mobile Datalink Service"</b>	means the service of the same name provided by the EM Network Contractor, which connects the EM Network Contractor's mobile data network and the Authority's LAN. It is comprised of: <ul style="list-style-type: none"> <li>a) one or more mobile APNs assigned by the EM Network Contractor to the Authority;</li> <li>b) point to point Ethernet circuit (Etherway Access and Etherflow Connected);</li> <li>c) one or more Authority provided managed routers;</li> <li>d) provisioning and maintenance of the Datalink up to the Connection Point.</li> </ul> ;
<b>"Privilege"</b>	means the ability provided to a user group to perform functions on an IT system, with restrictions to such ability based on user profile;
<b>"Proceedings"</b>	means any legal action or proceedings arising out of or in connection with an EM Contract;
<b>"Process"</b>	has the meaning given to it under the Data Protection Legislation and, for the purposes of the Contract, it shall include both manual and automatic processing, and "Processing" shall be construed accordingly;
<b>"Processor"</b>	has the meaning given by the GDPR;
<b>"Product Description"</b>	means a document in the form set out in Appendix 2 of Schedule 24 (Acceptance Procedure) describing a Documentary Deliverable, Deliverable or Milestone (as applicable) and containing all associated Acceptance Criteria for such Documentary Deliverable, Deliverable or Milestone (as applicable);
<b>"Production"</b>	has the same meaning as Live Environment;
<b>"Programme Management Office"</b>	means the Authority's office of that name relating to the management of the EM Services;

<b>"Prohibited Act"</b>	<p>means:</p> <p>(a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward:</p> <p>(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Crown; or</p> <p>(ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown;</p> <p>(b) entering into this Contract or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment of such commission have been disclosed in writing to the Authority;</p> <p>(c) committing any offence:</p> <p>(i) under the Prevention of Corruption Acts 1889-1916 or the Bribery Act 2010;</p> <p>(ii) under Legislation creating offences in respect of fraudulent acts; or</p> <p>(iii) at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Crown; or</p> <p>(d) defrauding or attempting to defraud or conspiring to defraud the Crown;</p>
<b>"Protectively Marked"</b>	has the meaning as set out in the Security Policy Framework (noting that the SAL defines how information handled as part of this Contract must be marked);
<b>"Protective Marking"</b>	shall have the meaning set out in the latest version of the Government Security Classification Policy;
<b>"Protective Measures"</b>	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
<b>"Protective Monitoring"</b>	means the whole process of recording information, subsequently analysing it, and comparing it to an accepted Security Policy, with corrective actions that may follow;
<b>"PSTN"</b>	means public switched telecommunications network;
<b>"Quality Plan"</b>	means a document specifying which processes, procedures and associated resources will be applied by whom and when, to meet the requirements of a specific project, product, process or contract, as defined by ISO 10005:2005;
<b>"Quarter"</b>	means a period of three (3) consecutive Months;
<b>"Quarterly Summary"</b>	means a written summary of the Monthly EM Performance Monitoring Reports that were prepared during the associated Quarter;
<b>"RA"</b>	has the same meaning as Risk Assessment;
<b>"Radio Access Network"</b>	means the elements of the Mobile Network which control the transmission and reception of radio signals to and from the SIM Cards and provide connection to the Core Network;
<b>"RAID"</b>	means risks, assumptions, issues and dependencies;
<b>"RAM"</b>	means Remote Alternative Monitoring or random-access memory as the context dictates;
<b>"RAN"</b>	has the same meaning as Radio Access Network;
<b>"Rating Provider"</b>	means D&B;

<b>"Raw Data"</b>	means data in the form originally received, prior to any transformation;
<b>"Raw Event"</b>	means an Event in its original form as constructed by the sender, prior to any processing or transformation by the recipient;
<b>"Raw Message"</b>	means a Message in its original form as constructed by the sender, prior to any processing or transformation by the recipient;
<b>"RCA"</b>	has the same meaning as Root Cause Analysis;
<b>"Recompetition Data"</b>	means data submitted as part of the recompetition exercise;
<b>"Recordable Events"</b>	means a subset of events that can be recorded as part of Recording Profile and that implies the need to record a set of Accounting Items as part of the accounting process, as defined by GPG13;
<b>"Recording Profile"</b>	means sets of Recordable Events and Accounting Items that contribute to a specific level of protection, as defined by GPG13;
<b>"Recording Rate"</b>	means the frequency at which a Subject Device records data from its Location Monitoring technologies and associated Status Information into its local memory;
<b>"Recovery Point Objective"</b>	means the point to which information used by an activity must be restored to enable the activity to operate on resumption, as defined by ISO 22301:2012;
<b>"Recovery Time Objective"</b>	means the period of time following an incident within which the product or service must be resumed, or the activity must be resumed, or resources must be recovered, as defined by ISO 22301:2012;
<b>"Rectification Notice"</b>	means a notice issued by the Authority requiring the rectification of an aspect of the EM Services;
<b>"Redundancy Payment"</b>	means the payment in respect of planned and agreed redundancies calculated on the basis set out in Schedule 6 (Price and Payment Mechanism);
<b>"Regulatory Body"</b>	means those government departments 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 this Contract;
<b>"Rejection Notice"</b>	means a notice in the form set out in Appendix 3 to Schedule 24 (Acceptance Procedure) drafted and issued by the Authority to the Contractor confirming that a Documentary Deliverable or any other Deliverable or Milestone or Payment Milestone that is subject to Acceptance under Schedule 24 (Acceptance Procedure), has not achieved its Acceptance Criteria;
<b>"Related Organisation"</b>	means a public sector organisation that is: <ul style="list-style-type: none"> <li>(a) a police force; or</li> <li>(b) a body established by the Crown or under statute (and may include any body that is not a separate legal person); or</li> <li>(c) a body nominated by the Authority as such under this Contract;</li> </ul>
<b>"Release"</b>	means a particular version of a set of new and/or changed Configuration Items made available to a wider community (e.g. a release into testing or a release into the Live Environment);
<b>"Relevant Agreement"</b>	means any of the following agreements: any of the EM Services Contracts, any parent company guarantee in respect of any of the EM Services Contracts and the Collaboration Agreement;



<b>"Relevant Authority"</b>	means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union and the Equality and Human Rights Commission (or any other body with statutory powers to deal with equality issues);
<b>"Relevant Date"</b>	means each date with effect from which the provision of any of the EM Services under this Contract terminates;
<b>"Relevant Period"</b>	means: <ul style="list-style-type: none"> <li>(a) each financial year of the Contractor or Key Sub-Contractor (as applicable); and</li> <li>(b) each period beginning on the first day of the second half of a financial year of the Contractor or Key Sub-Contractor (as applicable) and ending on the last day of the first half of its next financial year;</li> </ul>
<b>"Relevant Transfer"</b>	means in respect of a Transfer, a transfer to the Contractor or an Employing Sub-Contractor (as applicable) of Previous Contractor Transferring Employees pursuant to this Contract or TUPE or any successor legislation, as applicable;
<b>"Relevant Vesting Day"</b>	means the date on which a Relevant Transfer is effected for the Previous Contractor Transferring Employees;
<b>"Relief Event"</b>	means: <ul style="list-style-type: none"> <li>(a) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation and earthquakes;</li> <li>(b) riot, acts of concerted indiscipline, public disorder and/or civil commotion, provided that the Contractor has not, by its acts or omissions caused or contributed to such riot, acts of concerted indiscipline, public disorder and/or civil commotion;</li> <li>(c) failure by any statutory undertaker, utility company, local authority or other like body (in each case, other than another EM Contractor) to carry out works or provide services;</li> <li>(d) any accidental loss or damage to the Authority's Premises or any roads servicing them;</li> <li>(e) any failure or shortage of fuel or transport;</li> <li>(f) any: <ul style="list-style-type: none"> <li>(i) official or unofficial strike;</li> <li>(ii) lockout;</li> <li>(iii) go-slow; or</li> <li>(iv) other dispute,</li> </ul> generally affecting the criminal justice services industry or a significant sector of any of it;</li> <li>(g) exceptionally adverse weather conditions; and</li> <li>(h) human pandemic,</li> </ul> unless any of the events listed in Paragraphs (a) to (h) of this definition (inclusive) arises (directly or indirectly) as a result of a breach by the Contractor of its obligations under this Contract or the Collaboration Agreement, the Contractor's negligence or any wilful default or wilful act of the Contractor;
<b>"Remedial Action"</b>	means an activity to be carried out by the Contractor to remedy a defect, Service Failure, Security Incident, vulnerability, default or other failure to satisfy a Service Requirement, which may or may not be specified in a Remediation Plan as the case may be;
<b>"Remediation Plan"</b>	means a plan which will be prepared by the Authority identifying remedial action required to be performed by the Contractor (and other EM Contractors where necessary) in respect of identified defaults or Service Failures;

<b>"Remediation Plan Process"</b>	means the implementation by the Contractor (and other EM Contractors where necessary) of a Remediation Plan;
<b>"Remote Alternative Monitoring"</b>	means electronic monitoring conducted from outside the Subject's premises in cases where the Field Officer either cannot access the Subject's premises or where there is a failure or lack of communication between the Subject's Home Monitoring Unit and the Monitoring Centre;
<b>"Repeat Acceptance Procedure"</b>	means a repeat of the Acceptance Procedure once all Defects in a previous draft or version of a Documentary Deliverable, Deliverable or Milestone have been addressed;
<b>"Replacement Services"</b>	means the services to be delivered by any New Contractor in place of part or the whole of the EM Services following the termination (for whatever reason) or expiry of this Contract in whole or in part;
<b>"Replacement SIM Cards"</b>	means Non-Embedded SIM Cards provided to the Authority in accordance with Schedule 26;
<b>"Reporting Rate"</b>	means the frequency at which a Subject Device sends recorded data from its local memory to the EM Monitoring and Mapping Service;
<b>"Request for Change"</b>	has the same meaning as Change Request;
<b>"Request for Information"</b>	has the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply);
<b>"Requirements Traceability"</b>	means the ability to describe and follow the life of a requirement in both a forwards and backwards direction (i.e. from its origins, through its development and specification, to its subsequent deployment and use, and through periods of ongoing refinement iteration in any of these phases), as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
<b>"Requirements Traceability Matrix"</b>	means that part of the Traceability Matrix dealing with Requirements Traceability;
<b>"Reseller"</b>	means any Third Party acting as an agent or distributor on behalf of the Contractor;
<b>"Restoration Time"</b>	means the target time for resolution of an Incident from time of Incident declaration;
<b>"Response Time"</b>	means the time taken for an identified action, for the time that a Service Failure or Incident is logged with the Contractor;
<b>"Restricted Third Party"</b>	means any person: (a) whose activities do or could, in the reasonable opinion of the Authority, pose a threat to national security or are incompatible with any operations or activities carried out by the Authority for the purposes contemplated by this Contract or any other of the Authority's legal duties or other functions; and/or (b) who is, in the reasonable opinion of the Authority, inappropriate because the Authority has received specific information from the Crown, the Serious Fraud Office or the Crown Prosecution Service about the unsuitability of the proposed new third party to act in relation to the Contract;
<b>"Retendering Period"</b>	means any period identified in the relevant Exit Assistance Notice for retendering by the Authority of any EM Services Contract (or any part thereof);
<b>"Retention Amount"</b>	means the proportion of each Milestone Payment, that the Authority shall not be required to pay and the Contractor shall not invoice for, until CPP;

<b>"Revenue Expenditure"</b>	means any expenditure which falls to be treated as revenue expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time;
<b>"Reverse Trace Link Direction"</b>	means when a Trace Link is traversed from its specified Target Artefact to its specified Source Artefact, it is being used in the reverse direction to its specification, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
<b>"RF"</b>	means Radio Frequency;
<b>"RF Device"</b>	means a radio frequency device worn by a Subject as a result of a requirement for EM set out in an Order or Licence for the purposes of Curfew Monitoring only;
<b>"Risk Assessment"</b>	means a process to analyse threats, vulnerabilities, potential impacts which are associated with business activities, in accordance the Security Policy Framework;
<b>"Risk Management Accreditation Document Set"</b>	means the documentation, often a portfolio, which specifies the risk management measures, accreditation policy, and status of an ICT system;
<b>"Risk Register"</b>	means a detailed record of the risks as identified by a risk assessment methodology. An owner should be identified for each risk. Where a risk is to be reduced there should be a cross reference to the Risk Treatment Plan, as defined in HMG IA Standard No. 1 & 2;
<b>"Risk Treatment Plan"</b>	means a plan which should contain detail on the risks that have to be reduced. It provides details on the countermeasures that are being applied and the ownership of them. It will also record the implementation status of each countermeasure;
<b>"RMADS"</b>	has the same meaning as Risk Management Accreditation Document Set;
<b>"RMSE"</b>	has the same meaning as root mean square error;
<b>"Roadmap"</b>	means a roadmap maintained by the Contractor setting out potential innovation changes to the EM Services;
<b>"RoHS"</b>	means The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012, as amended;
<b>"Root Cause Analysis"</b>	means an activity that identifies the root cause of an Incident or Problem. Root cause analysis typically concentrates on IT infrastructure failures, as defined by the 2011 edition of the ITIL Glossary and Abbreviations;
<b>"RPO"</b>	has the same meaning as Recovery Point Objective;
<b>"RTO"</b>	has the same meaning as Recovery Time Objective;
<b>"SaaS"</b>	has the same meaning as Software as a Service;
<b>"Safeguarding"</b>	means any activities relating to the safeguarding of vulnerable people, whether pursuant to the Safeguarding of Vulnerable Persons Act 2006 or otherwise;
<b>"Safety Officer"</b>	means a suitably qualified person acceptable to the Authority to co-ordinate all matters concerning safety;
<b>"SAL"</b>	has the same meaning as Security Aspects Letter;
<b>"Sampling Rate"</b>	means the frequency at which a Subject Device samples its Location Monitoring technologies;
<b>"Satisfaction Survey"</b>	means surveys conducted in respect of end users to determine the level of performance of a part or the whole of the EM Services, as applicable;
<b>"SC"</b>	has the same meaning as Security Check;

<b>"SCD"</b>	has the same meaning as Services Commencement Date;
<b>"SCED"</b>	has the same meaning as Supply Chain Entity Disclosure;
<b>"SCN"</b>	means SIM card number;
<b>"SDI"</b>	means Spatial Data Infrastructure;
<b>"SEAP"</b>	means HMG's Security Equipment Approval Panel;
<b>"Secondary Data Centre"</b>	means the data centre with post code [REDACTED] as provided by the EM&FS Contractor for the hosting of the relevant parts of Pre-production and the Disaster Recovery Solution;
<b>"Security Aspects Letter"</b>	means a letter provided to the Contractor by the Authority defining security responsibilities;
<b>"Security Case"</b>	means the description of how all of the identified risks have been satisfactorily treated. It includes the list of risks, a description of application of all controls, the assurance plan and any functional or assurance gaps that may be present, as defined by the Security Policy Framework and HMG IA Standard No. 1 & 2;
<b>"Security Check"</b>	means a level of national security clearance checks for persons with access to assets of a national security significance as set out in the Security Policy Framework;
<b>"Security Controller"</b>	means the Contractor's representative responsible for security as set out in Schedule 13 and not any other meaning set out in any Authority Policies;
<b>"Security and Information Risk Advisor"</b>	means one who provides business driven advice on the management of security and information risk consistent with HMG IA policy;
<b>"Security Incident"</b>	means any adverse event whereby some aspect of computer security could be threatened, including loss of data Confidentiality, disruption of data or system Integrity, or loss or denial of Availability;
<b>"Security Management Plan"</b>	means the Contractor's plan for implementing the requirements identified within Schedule 13 (Security);
<b>"Security Operating Procedures"</b>	has the meaning set out in HMG IA Standard No. 1 & 2;
<b>"Security Policy"</b>	means the Authority's document of the same name;
<b>"Security Policy Framework"</b>	means the Cabinet Office policy of that name (available from the Cabinet Office);
<b>"Security Tests"</b>	means IT Health Checks, penetration tests and other tests of security features as may be required;
<b>"Security Working Group"</b>	means the group with responsibility for the management of Information Assurance as defined in the associated terms of reference;
<b>"Self-Certification"</b>	means a written declaration by the Contractor that products, processes, systems, services or person(s) comply with the specified Service Requirement(s);
<b>"Service Acceptance Test"</b>	means one or more Test Sets designed to test the behaviour of the complete system in the Live Environment;
<b>"Service and System Integrator"</b>	means the organisation responsible for integrating the components and processes from each EM Contractor into a complete EM System capable of supporting the EM Services;
<b>"Service Charter"</b>	means the document entitled - Integrated service processes and service charter plus (Service Charter) - or such other document name as may replace it from time to time;

<b>"Service Credit"</b>	means a deduction to the Contract Price made as a result of the occurrence of a failure to meet the threshold applicable to any Contract Delivery Indicator in accordance with Schedule 6 (Price and Payment Mechanism);
<b>"Service Desk"</b>	means the resources and facilities provided by the Contractor for the purposes of raising, responding to and resolving Incidents and queries with the Authority and the EM&FS Contractor (see also EM Service Desk);
<b>"Service Failure"</b>	means any failure by the Contractor to comply with their CDIs;
<b>"Service Failure Log"</b>	means a log set up for the purposes of recording and managing Service Failures and other Defaults;
<b>"Service Order"</b>	means an order for SIM Cards placed with the EM Network Contractor by the Authority;
<b>"Service Oriented Architecture"</b>	means a software design and software architecture design pattern based on discrete pieces of software providing application functionality as services to other applications;
<b>"Service Request"</b>	means a formal request from a user for something to be provided – for example, a request for information or advice; to reset a password; or to install a workstation for a new user. Service requests are managed by the request fulfilment process, usually in conjunction with the service desk. Service requests may be linked to a request for change as part of fulfilling the request, as defined by the 2011 edition of the ITIL Glossary and Abbreviations;
<b>"Service Requirements"</b>	means the requirements to which the Contractor's solution must comply, as set out in Schedule 2 (Specification) and specified elsewhere in this Contract;
<b>"Services"</b>	means all or any of the services delivered by an EM Contractor under their EM Services Contract;
<b>"Services Commencement Date"</b>	means the Milestone at which the EM&FS Services, EM Monitoring and Mapping Services, the EM Hardware Services and the EM Network Services are live, operational and capable of Monitoring Subjects installed with Subject Devices;
<b>"Services Period"</b>	means the period from the Services Commencement Date until and including the earlier to occur of the Termination Date and the Expiry Date;
<b>"Service Transfer Defect Review Board"</b>	means a Defect Review Board established by the New Contractor to meet on a regular basis for the management of defects throughout the transfer of a Service;
<b>"Service Transfer Test Incident Log"</b>	means a Test Incident Log set up for the purposes of recording and managing Test Incident Reports for testing incidents that occur throughout the transfer of a Service;
<b>"Service User"</b>	means an individual or organisation performing a defined business function/role in the delivery of EM services – either Notifying Organisation, Case Manager, Enforcement Officer or an Interested Party;
<b>"Severity"</b>	means the severity level of a Test Incident Report, being either Severity 1 Test Incident Report, Severity 2 Test Incident Report, Severity 3 Test Incident Report, Severity 4 Test Incident Report or Severity 5 Test Incident Report;
<b>"Severity 1 Test Incident Report"</b>	means the corresponding severity 1 level set out in the EM Programme Test Strategy for a Test Incident Report;
<b>"Severity 2 Test Incident Report"</b>	means the corresponding severity 2 level set out in the EM Programme Test Strategy for a Test Incident Report;

<b>"Severity 3 Test Incident Report"</b>	means the corresponding severity 3 level set out in the EM Programme Test Strategy for a Test Incident Report;
<b>"Severity 4 Test Incident Report"</b>	means the corresponding severity 4 level set out in the EM Programme Test Strategy for a Test Incident Report;
<b>"Severity 5 Test Incident Report"</b>	means the corresponding severity 5 level set out in the EM Programme Test Strategy for a Test Incident Report;
<b>"SGSNs"</b>	means serving GPRS support node;
<b>"Short Message Service"</b>	means the short message service which allows text messages and/or pictures to be sent and received from mobile equipment;
<b>"SIM"</b>	means subscriber identity module;
<b>"SIM Card"</b>	means a SIM provided by the EM Network Contractor for use within the EM Services;
<b>"SIM Card Payment"</b>	means the applicable amount for each type of SIM Card that is delivered to the Authority (or other EM Contractor as directed by the Authority) in accordance with a Service Order;
<b>"SIM Card Register"</b>	means a register of the details of all SIM Cards ever allocated to the EM Services including their current status;
<b>"Simulator"</b>	means a device, computer program, or system that behaves or operates like a given system when provided a set of controlled inputs;
<b>"Single Point of Contact"</b>	means a designated contact for all communications with a particular entity;
<b>"SIRA"</b>	has the same meaning as Security and Information Risk Advisor;
<b>"SMS"</b>	has the same meaning as Short Message Service;
<b>"SMTP"</b>	means simple mail transfer protocol;
<b>"SNMP"</b>	means simple network management protocol;
<b>"SOAP"</b>	means simple object access protocol;
<b>"Software"</b>	means the software provided by the Contractor as part of the EM Services;
<b>"Source Artefact"</b>	means the artefact from which a trace originates, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
<b>"Source Code"</b>	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary executable code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such computer programs and/or data;
<b>"Specification"</b>	means the specification of the Products and Services to be provided, as set out in the Service Requirements;
<b>"SPF"</b>	has the same meaning as Security Policy Framework;
<b>"SPF Mandatory Requirement"</b>	means a set of "mandatory requirements" detailed in the Security Policy Framework;
<b>"SPOC"</b>	has the same meaning as Single Point of Contact;
<b>"SPTS&amp;S"</b>	means Security Procedures Telecommunications Systems and Services, a standard for the security management of telecommunication systems and services jointly developed by HMG and industry;
<b>"SSI"</b>	has the same meaning as Service and System Integrator;

<b>"SSI Function"</b>	means the function fulfilled by the EM&FS Contractor in its role as Service and System Integrator prior to EM Services Contract Reset;
<b>"SSI Services"</b>	means the services performed by the SSI;
<b>"Stage 1"</b>	means a meeting between Disputing Parties held within one (1) week of the raising of an Issue Resolution Request;
<b>"Stage 2"</b>	means a meeting between Disputing Parties held within two (2) weeks of the raising of an Issue Resolution Request;
<b>"Stage 3"</b>	means a meeting between Disputing Parties held within four (4) week of the raising of an Issue Resolution Request;
<b>"Stakeholder"</b>	means any criminal justice organisation that has an involvement in or is affected by EM;
<b>"Status Event"</b>	means an Event relating to the status of a Subject Device;
<b>"Status Information"</b>	means information about the status of the Subject Device, including an indication of detected faults and tampers;
<b>"Sub-Contract"</b>	means a new contract entered into by the EM Network Contractor and a Sub-Contractor wholly and exclusively for the sole purpose of the provision of the EM Network Services;
<b>"Sub-Contractor"</b>	means any person or organisation engaged by the Contractor from time to time using a Sub-Contract and where the only reason for entering into a Sub-Contract is for the provision of the EM Network Services
<b>"Subject"</b>	means any person for the time being required to be subject to an EM Service as a result of an Order or Licence;
<b>"Subject Data"</b>	means any data collected by the EM Service or otherwise held by the EM Service which relates to a Subject;
<b>"Subject Device"</b>	means a Tag or HMU (as applicable);
	Note - where communication with the Tag and HMU is controlled by the EM Hardware Contractor, an ITP will be implemented, via which the EM Monitoring and Mapping Service will interface with the Tag and HMU.
<b>"Subsequent Relevant Transfer"</b>	means a transfer of employees assigned, engaged or employed in the provision of the Services or part of the Services from the Contractor or any Sub-Contractor to a New Contractor or a Sub-Contractor of a New Contractor pursuant to this Contract and/or TUPE;
<b>"Subsequent Transfer Date"</b>	means the date of a Subsequent Relevant Transfer;
<b>"Subsequent Transferring Employee"</b>	means an employee assigned, engaged or employed in the provision of the EM Services or part of EM Services who is transferred pursuant to this Contract and/or TUPE from the Contractor or any Sub-Contractor to a New Contractor or a Sub-Contractor of a New Contractor;
<b>"Subsidiary"</b>	shall have the meaning given to it in section 1159 of the Companies Act 2006 and, for the purposes only of the membership requirement in subsections 1159(1) (b) and (c), a company (the "first company") shall be treated as a member of another company (the "second company") if the shares in the second company are registered in the name of: (a) another person (or its nominee), where the shares are held by such other person (or its nominee) by way of security or in connection with the taking of security from the first company, or (b) a nominee for the first company;

<b>"Super User"</b>	means a special user account used for system administration, which allows the user rights to add, amend, delete and view all data related to their organisation and area of responsibility (except where the data is encrypted) and allows the user to administer user accounts and privileges depending on the application or operating system (other names used are 'root' and 'admin');
<b>"Supply Chain Entity Disclosure"</b>	means the list of approved Sub-Contractors, as set out in Appendix 1 of Schedule 17 (Approved Sub-Contractors);
<b>"Support Services"</b>	means those services provided to the EM&FS Contractor to ensure that the relevant Contract Delivery Indicators are achieved during the term of this Contract;
<b>"Sustainable ICT"</b>	means ICT services that have a reduced carbon footprint;
<b>"Sustainable ICT Roadmap"</b>	means a plan for delivering ICT services that have a reduced carbon footprint;
<b>"Synthetic Test Data"</b>	means data manufactured for the purposes of testing, created by hand or using tools (or a combination of both), which is not drawn or derived from Live Data, and is instead derived from a specification;
<b>"SyOPS"</b>	has the same meaning as Security Operating Procedures;
<b>"System Monitoring Services"</b>	means the tools, processes, procedures, services and governance provided and utilised by the EM&FS Contractor for monitoring the performance of the EM System, which may also be utilised by the other EM Contractors for monitoring the performance of their own components of the EM System, potentially resulting in the raising of one or more Incident Reports;
<b>"Tag"</b>	means a Location Tag or RF Device;
<b>"Target Artefact"</b>	means the artefact at the destination of a trace, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
<b>"TAWG"</b>	has the same meaning as Test Assurance Working Group;
<b>"Tax"</b>	means, any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or delay in paying any of the same);
<b>"Technical Design Authority"</b>	means the EM&FS Contractor's role as set out in Schedule 30 of this Contract;
<b>"Technical Risk Assessment"</b>	has the same meaning as Risk Assessment;
<b>"Term"</b>	means the term of the Contract;
<b>"Termination"</b>	means termination of an EM Services Contract in whole or in part;
<b>"Termination Date"</b>	means: (a) in the event of termination of this Contract as a whole, the date of early termination of this Contract in accordance with Clauses 46.1 (Voluntary Termination by the Authority) and 46.2 (Termination by the Authority for Contractor Default) or Clause 46.5 (Termination by the Contractor); and (b) in the event of a partial Termination, the date of early termination of that part of the Contract in accordance with Clauses 46.1 (Voluntary Termination by the Authority) and 46.2 (Termination by the Authority for Contractor Default), subject to the provisions of Paragraph 5 (Preparation of Detailed Exit Plans) of Schedule 11 (Exit Management and Transfer);
<b>"Termination Notice"</b>	means a notice of termination issued by the Authority or the Contractor as applicable;



<b>"Terms of Reference"</b>	means the purpose and structure of a project, committee, meeting, negotiation, or any similar collection of people who have agreed to work together to accomplish a shared goal;
<b>"Test"</b>	means one or more Test Sets;
<b>"Test Asset"</b>	means an Asset or Configuration Item used to plan, design, implement, execute, report on and manage Tests;
<b>"Test Asset Library"</b>	means a record of all Test Assets (forming part of the overall Configuration Management Database) used by the Contractor;
<b>"Test Assurance"</b>	means activities designed to verify correct establishment of, and adherence to, standards, processes and methods for testing;
<b>"Test Assurance Report"</b>	means a Document recording the conduct and outcome of one or more Test Assurance activities;
<b>"Test Assurance Working Group"</b>	means a body comprising the EM Contractor Test Manager(s) and Authority Test Manager(s) plus other test specialists as necessary, for the purposes of assessing the progress of all Testing Processes from project inception, identifying risks and issues as necessary;
<b>"Test Assurance Working Group Terms of Reference"</b>	means the document of that name setting out the terms of reference for the Test Assurance Working Group as provided by the Authority from time to time;
<b>"Test Automation Tool"</b>	means a tool designed to automate Tests such that Tests require little or no manual intervention;
<b>"Test Basis"</b>	means the body of knowledge from which the requirements for a component or system can be inferred; for example, requirements product catalogue, design specifications, user guides, operations manuals, training material, technical reference manuals;
<b>"Test Case"</b>	means a set of test input values, execution preconditions, expected results and execution post conditions, developed for a particular objective or Test Condition, such as to exercise a particular program path or to verify compliance with a specific requirement (including the creation of associated Test Data);
<b>"Test Case Specification"</b>	means a document specifying a set of Test Cases (objective, inputs, test actions, expected results, and execution preconditions) for a Test Item, as defined by the International Software Testing Qualifications Board;
<b>"Test Completion"</b>	means a process encapsulating the activities required to close down testing conducted in accordance with a Test Plan, production and approval of the associated Test Completion Report, archiving of Test Assets, cleaning up of the Test Environment(s), and documentation of Lessons Learned;
<b>"Test Completion Report"</b>	means a report to provide a management overview of the tests conducted against the associated Test Plan. It includes a summary of Test Cases executed (actual versus planned), Test Cases on hold or blocked, Test Incident Report summary and detailed Test Incident Report breakdown (and "Test Completion Reporting" shall be construed accordingly);
<b>"Test Condition"</b>	means a testable aspect of a component or system (e.g. a function, transaction, feature, quality attribute, or structural element) identified as a basis for testing;
<b>"Test Data"</b>	means data that exists (for example, in a database) before a test is executed, and that affects or is affected by the component or system under test;
<b>"Test Data Requirement Specification"</b>	means one or more specification documents setting out the exact nature of Test Data required by the Test Set;

<b>"Test Data Strategy"</b>	means the test data strategy set out in the EM Programme Test Strategy and each Test Strategy;
<b>"Test Deliverable"</b>	means an output of a Test Process, including but not limited to a Test Strategy, Test Plan, Test Design Deliverables, Test Execution Deliverables, Test Completion Reports, Traceability Matrix and Test Assurance Report;
<b>"Test Design &amp; Implementation"</b>	means a process encapsulating the creation of Test Conditions, Test Procedures, Test Cases, Test Sets and Test Data Requirement Specifications (collectively Test Design Deliverables), updating the Traceability Matrix accordingly;
<b>"Test Design Deliverables"</b>	means the Test Conditions, Test Cases, Test Procedures, Test Sets and Test Data Requirement Specifications for a particular Test;
<b>"Test Design Specification"</b>	means a document specifying the Test Conditions (coverage items) for a Test Item, the detailed test approach and identifying the associated high-level Test Cases, as defined by the International Software Testing Qualifications Board;
<b>"Test Entry Criteria"</b>	means the set of conditions that must be satisfied before a Test can begin, as specified in a Test Plan and/or Test Strategy;
<b>"Test Entry Review"</b>	means a formal review to establish and record whether the Test Entry Criteria have been met for a particular Test;
<b>"Test Environment"</b>	means aggregation of hardware, software, Test Data, materials, Simulators, Emulators and Test Tools required to execute Test Cases;
<b>"Test Environment Specification"</b>	means one or more specification documents setting out the exact nature of Test Environment(s) required by the Test Set;
<b>"Test Execution"</b>	means a process encapsulating the execution of one or more Test Sets, recording Test Results, updating the Test Execution Log, recording and managing Test Incident Reports and the Test Incident Log, producing Test Progress Reports and updating the Traceability Matrix accordingly;
<b>"Test Execution Deliverables"</b>	means the Test Results, Test Progress Reports, Test Execution Log, Test Incident Reports and Test Incident Log documenting the test execution of a Test;
<b>"Test Execution Log"</b>	means a chronological log of testing events, used to assist in progress assessments, diagnosis of faults and to contribute to Lessons Learned reviews and Test Process Improvement activities;
<b>"Test Exit Criteria"</b>	means the set of conditions that must be satisfied before a Test can complete, as specified in a Test Plan and/or Test Strategy;
<b>"Test Exit Review"</b>	means a formal review to establish and record whether the Test Exit Criteria have been met for a particular Test;
<b>"Test Incident Log"</b>	means a log set up for the purposes of recording and managing Test Incident Reports;
<b>"Test Incident Priority"</b>	means the priority level of a Test Incident Report, being Priority 1 Test Incident, Priority 2 Test Incident, Priority 3 Test Incident, Priority 4 Test Incident or Priority 5 Test Incident;
<b>"Test Incident Report"</b>	means a report of an incident that occurred during testing that may result in Defects being detected in the Test Item, the Test Environment, the Test Case or the Test Basis;
<b>"Test Incident Reporting"</b>	means the process by which Test Incident Reports are raised, analysed and, in conjunction with the Defect Management process, managed to closure;

<b>"Test Incident Severity"</b>	means the severity level of a Test Incident Report, being either Severity 1 Test Incident, Severity 2 Test Incident, Severity 3 Test Incident, Severity 4 Test Incident or Severity 5 Test Incident;
<b>"Testing"</b>	means all aspects of performance of the Test Processes;
<b>"Test Item"</b>	means a system or software item which is an object of testing;
<b>"Test Manager"</b>	means a person who is suitably qualified and experienced in the management of Testing;
<b>"Test Monitoring &amp; Control"</b>	means a process to verify and report on whether Testing remains on track to meet the Test Objectives;
<b>"Test Objective"</b>	means the identified set of features to be measured under specified conditions by comparing actual behaviour with the required behaviour;
<b>"Test Phase"</b>	means a group of testing activities that are typically associated with a development life cycle phase (e.g. unit testing, integration testing, system testing, acceptance testing);
<b>"Test Plan"</b>	means a document produced as a record of the Test Planning process, describing the scope, approach, resources and schedule of intended test activities identifying, amongst other things, Test Items, the features to be tested, the testing tasks, who will do each task, degree of tester independence, the Test Environment, the test design techniques and Test Entry Criteria and Test Exit Criteria to be used, and the rationale for their choice, and any risks requiring contingency planning, as defined by the International Software Testing Qualifications Board;
<b>"Test Planning"</b>	means a process encapsulating the creation of Test Plans;
<b>"Test Procedure"</b>	means a sequence of Test Cases and any associated actions required to set up the preconditions for the Test Cases;
<b>"Test Procedure Specification"</b>	means a document specifying a sequence of actions for the execution of a test; also known as test script or manual test script, as defined by the International Software Testing Qualifications Board;
<b>"Test Process"</b>	means one or more of Test Planning, Test Design & Implementation, Test Monitoring & Control, Test Execution, Test Incident Reporting and Test Completion;
<b>"Test Process Improvement"</b>	means activities conducted with the objective of improving the Test Processes;
<b>"Test Process Measurement"</b>	means activities conducted with the objective of measuring Test Process performance;
<b>"Test Product"</b>	has the same meaning as Test Deliverable;
<b>"Test Progress Report"</b>	means a report on status including progress, at a frequency set out in the Test Plan, showing tests executed, tests remaining (highlighting any that are blocked), Test Incident Reports raised, Test Incident Reports closed, material changes to existing risks and issues, new risks and issues as set out in the Test Execution Deliverables;
<b>"Test Results"</b>	means a result for each Test Case, unless a test could not be executed (in which case a record of why the test could not be executed must be included, with whether it is planned to be executed in a later phase or cycle), including Actual Test Results and Expected Test Results;
<b>"Test Set"</b>	means a set of one or more Test Cases to be applied to a component or system as set out in the Test Design Deliverables;
<b>"Test Strategy"</b>	means a document setting out the approach to testing and the standards for Authority and any EM Contractor testing activities, covering the whole lifecycle across all types of services including business applications, support systems and infrastructure;

<b>"Test Tool"</b>	means hardware and/or software designed for the purpose of executing and/or managing Tests;
<b>"Test Traceability"</b>	means (i) the tracing of requirements for a test level through the layers of test documentation (e.g., Test Plan, Test Design Specification, Test Case Specification and Test Procedure Specification or Test Script), as defined by the International Software Testing Qualifications Board; (ii) traceability from Test Basis items (as Source Artefacts) to Tests/Test Incident Reports (as Target Artefacts), which could include (but not be limited to) high or low level requirements, high or low level designs, business processes (at multiple levels of abstraction), user stories, use cases, operational guides, manuals or procedures, training materials;
<b>"Test Traceability Matrix"</b>	means that part of the Traceability Matrix dealing with Test Traceability;
<b>"Test Witness"</b>	means an individual undertaking a test witnessing activity, as set out in the EM Programme Test Strategy;
<b>"Test Witnessing Code of Conduct"</b>	means the code of conduct of that name governing test witnessing activities as provided by the Authority from time to time;
<b>"Third-Line Support"</b>	means resolution by technical experts of Incidents that are typically difficult or subtle. Third-line support engineers participate in management, prioritisation, minor enhancements, break fix activities, problem management, stability analysis, etc. Individual technical experts normally have specific, deep understanding and expertise in one or two technologies or systems;
<b>"Third-Party"</b>	means a person, company or entity other than the Contractor or the Authority;
<b>"Third Party Claim"</b>	means in relation to a claim made against a Party by a third-party;
<b>"Third Party IPR"</b>	means any Intellectual Property Rights used in the provision of the EM Services which are proprietary to the relevant third-party (other than an Affiliate of the Contractor);
<b>"Third Party Software"</b>	means the software packages licensed by a third-party provider and used by the Contractor in its provision of the EM Services;
<b>"Tier 3 Data Centre"</b>	means a data centre having the following attributes: a) Two independent incoming mains power; b) Standby generation set that can take full load; c) N+1 standby generation; d) Un-interrupted Power Supply (UPS); e) N+1 Un-interrupted Power Supply (UPS); f) N+1 Air Conditioning Units; g) All ICT equipment in the data centre is fed from two (2) Power Distribution Units (PDU); and h) Site infrastructure has an availability of 99.98%;
<b>"Total Debt"</b>	means, as at any particular time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of the Financial Indebtedness of members of the Group (other than any indebtedness referred to in paragraph (g) of the definition of Financial Indebtedness and any guarantee given by any member of the Group). For this purpose, any amount outstanding or repayable in a currency other than pounds sterling shall on that Day be taken into account in its pounds sterling equivalent at the rate of exchange that would have been used had an audited consolidated statement of financial position of the Group been prepared as at that day in accordance with IFRS or UK GAAP;

<b>"Trace"</b>	means (verb) the act of following a Trace Link from a Source Artefact to a Target Artefact (Primary Trace Link Direction) or vice versa (Reverse Trace Link Direction); (noun) a specified triplet of Source Artefact, Target Artefact and a Trace Link associating the two artefacts (where more than two artefacts are associated by a Trace Link, such as the aggregation of two artefacts linked to a third artefact, the aggregated artefacts are treated as a single Trace Artefact) – the term applies to both to Traces that are atomic in nature and to those that are chained in some way, as defined by “Software and Systems Traceability” by Huang, Gotel and Zisman, ISBN 9781447122388;
<b>"Traceability"</b>	means the potential for Traces to be established and used; an attribute of an artefact or of a collection of artefacts; where there is traceability, tracing can be undertaken and the specified artefacts should be traceable;
<b>"Traceability Matrix"</b>	means a document, or set of documents, which correlates two or more entities, to allow tracing back and forth the links of one entity to the other, thus enabling the determination of coverage achieved and the assessment of impact of proposed changes, as adapted from that defined by the International Software Testing Qualifications Board;
<b>"Traceability Strategy"</b>	means a document provided by the Authority setting out the approach to establishing and maintaining Traceability for the EM Services, identifying what types of Trace Artefacts must be traced to what level of Trace Granularity;
<b>"Trace Artefact"</b>	means a traceable unit of data (e.g. a single requirement, a cluster of requirements, a UML class, a UML class operation, a Java class or even a person); any input or output of the development process that is amenable to being traced, e.g. requirement, user story, business process, use case, source code (e.g. class, method, function, procedure, module, unit, component, package, etc), physical component, design document, design statement, etc, as adapted from that defined by “Software and Systems Traceability” by Huang, Gotel and Zisman, ISBN 9781447122388;
<b>"Trace Granularity"</b>	means the level of detail at which a Trace is recorded and performed; the granularity of a Trace is defined by the granularity of a Source Artefact or Target Artefact (e.g. this could be a whole document or a section of a document, to a whole code module or a single method/function), as defined by “Software and Systems Traceability” by Huang, Gotel and Zisman, ISBN 9781447122388;
<b>"Trace Link"</b>	means the association forged between two Trace Artefacts, one comprising the Source Artefact and one comprising the Target Artefact; implies a primary direction and reverse direction of the link (thus a Primary Trace Link Direction, Reverse Trace Link Direction and thus a Bi-directional Trace Link), as defined by “Software and Systems Traceability” by Huang, Gotel and Zisman, ISBN 9781447122388;
<b>"Training Material"</b>	means such training material required by the Authority in connection with the provision of the EM Services as specified in the Service Requirements;
<b>"Transferring Contracts"</b>	means a notice provided by the Authority identifying which Sub-Contracts or Leases the Authority requires to be assigned or novated to the Authority or a New Contractor;
<b>"Transfer SIM Cards"</b>	means Initial Transfer SIM Cards, March Transfer SIM Cards and April Transfer SIM Cards;
<b>"Transition"</b>	means the activities relating to the roll-out of the Subject Devices into live operation during the Transition Period;
<b>"Transition Period"</b>	means the period between the Services Commencement Date and the Contract Performance Point;

<b>"Trigger Event"</b>	means an event whereby Source Code and/or Contractor Proprietary Information is caused to be released from escrow;
<b>"TUPE"</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) as amended from time to time and any other legislation enacted for the purpose of implementing the Acquired Rights Directive (2001/23/EC) in the UK;
<b>"TUPE Indemnities"</b>	means where the Authority agrees to take reasonable steps to enforce the indemnities of the Previous Contracts;
<b>"UKAS"</b>	means the United Kingdom Accreditation Service;
<b>"UK GAAP"</b>	means the United Kingdom Generally Accepted Accounting Practice;
<b>"UML"</b>	means unified modelling language;
<b>"Unplanned Outage"</b>	means suspension of part or the whole of the EM Services without prior notice;
<b>"Usability"</b>	means the extent to which a product can be used by specified users to achieve specified goals with effectiveness, efficiency and satisfaction in a specified context of use;
<b>"Use"</b>	means: <p>(a) in the context of software to load, execute, store, transmit, display and copy (for the purposes of loading, execution, storage, transmission or display) that software; and</p> <p>(b) in the context of Intellectual Property Rights, any act that would otherwise constitute an infringement of those Intellectual Property Rights if it were carried out without the permission of the owner,</p> <p>and the term "Used" shall be construed accordingly;</p>
<b>"User Acceptance Test"</b>	means one or more Test Sets designed to test the end user interaction with the complete system, in order to demonstrate conformance to specified functional and non-functional requirements and "User Acceptance Testing" shall be construed accordingly;
<b>"UTC"</b>	means Coordinated Universal Time;
<b>"Validation"</b>	means confirmation by examination and through provision of objective evidence that the requirements for a specific intended use or application have been fulfilled; the process of evaluating a system or component during or at the end of the development process to determine whether it satisfies specified requirements;
<b>"VAT"</b>	means any value added taxes;
<b>"VCRI"</b>	means verification cross reference index, a matrix which traces all requirements and design artefacts to individual Verification and Validation methods (see also Traceability Matrix);
<b>"Verification"</b>	means confirmation by examination and through provision of objective evidence that specified requirements have been fulfilled; the process of evaluating a system or component to determine whether the products of a given development phase satisfy the conditions imposed at the start of that phase;
<b>"Vertical Traceability"</b>	means the tracing of requirements through the layers of development documentation to components, as defined by the International Software Testing Qualifications Board;

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<b>"Voice Services"</b>	means the Services under which the Contractor supplies the Authority with Airtime enabling the Authority to make and receive mobile voice calls and SMS texts using the Mobile Network;
<b>"Volume"</b>	means the volumes on which the Contract Price in Schedule 6 (Price and Payment Mechanism) shall be calculated;
<b>"WAN"</b>	means wide area network;
<b>"Web Browser GIS"</b>	means any mapping application software that runs in a web browser or is created in a browser-supported programming language and relies on a common web browser to render the application;
<b>"Web Service"</b>	means a method of communication between two electronic devices over a network. It is a software function provided at a network address over the web with the service always on as in the concept of utility computing;
<b>"Web Services Description Language"</b>	means an XML-based interface description language that is used for describing the functionality offered by a web service;
<b>"WEEE Directive"</b>	has the same meaning as Waste Electrical and Electronic Equipment Directive;
<b>"WGS84"</b>	means the World Geodetic System (WGS), established in 1984 and last revised in 2004;
<b>"Wind Down Period"</b>	means the period identified in the relevant Exit Assistance Notice for support and assistance to be given by the Contractor to a New Contractor following termination or expiry of the Services or the relevant EM Services under another EM Services Contract (as applicable);
<b>"Working Hours"</b>	has the same meaning as Business Hours;
<b>"WSDL"</b>	has the same meaning as web services description language;
<b>"XML"</b>	means Extensible Markup Language;
<b>"Year"</b>	means calendar year unless otherwise specified.



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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**SCHEDULE 2**

**SPECIFICATION**

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## **1. OVERVIEW**

### **1.1. Introduction**

- 1.1.1. This Schedule sets out the Authority's overarching vision for EM Services and specifically the EM Network Services requirements to be delivered by the Contractor.

### **1.2. The Authority's Future Vision Statement**

1.2.1. Technology is recognised by the Authority as a key enabler in managing offenders. The integration of technology into the management of offenders has enabled smarter and more efficient working practices. The Authority expects that the advances in technology to collect and access information will continue to improve quality and security for the electronic monitoring of offenders. The following are key principles identified by the Authority which will underpin the design and operation of the EM Services:

- The infrastructure will be flexible so that ICT provision can be scaled up and down as required and that software can be deployed quickly.
- Changes to the EM Contractor's core software applications supporting key business processes will be handled smoothly;
- The EM Services will be designed to minimise the time and cost to the Authority of making changes;
- The Authority intends that information will be entered into the EM Services on a 'right first time' approach ensuring accuracy, timeliness and efficiency, ensuring minimal duplicate data entry, such that information entry is smooth and intuitive to the users. Where possible, data entry should be automatic;
- Advances in technology give the opportunity for innovation in the EM Services. The Authority will support enhancements to the EM Services that will improve the quality and efficiency of offender management and rehabilitation;
- The EM Services will be correctly partitioned and separated from other ICT systems operating within the criminal justice environment, including between systems operating at different security levels; and
- The Authority requirements do not include development of any interface with the Authority's ICT systems, including but not limited to [REDACTED]. Introduction of such interfaces will be managed via the Integrated Contract Change Procedure.

### **1.3. Scope**

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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1.3.1. The scope of this Specification is to describe the requirements for the EM Network Services to be provided by the Contractor, which include:

1.3.1.1. Provision of its commercially available Mobile Network for the operation of the EM Network Services in England and Wales;

1.3.1.2. Transmission of data between SIM Cards (which are incorporated into the Subject Devices) and the Connection Point; and

1.3.1.3. Compliance by the EM Network Contractor with security, Information Assurance and other standards.

**1.3.2. Flexibility and Extensibility**

1.3.2.1. The end-to-end EM Services are intended to provide the following to support future changes in scale and functionality:

- Can be adapted to meet new working practices;
- Can be efficiently upgraded as needed, without detriment to the business or its needs, in response to changing circumstances on the Authority's part;
- Support the implementation of future system extensions (which comply with agreed standards);
- Are scalable through the addition of additional granular elements;
- Are scalable to meet demand growth as far as possible without a step change in investment, while also having the flexibility to scale down if required; and
- Are sized appropriately to handle the Authority's capacity requirements.

**1.3.3. Architectural Framework**

**1.3.3.1. Interface Control Documents**

1.3.3.1.1. All technical interfaces between EM Contractors are described in Interface Control Documents or equivalent documents, describing the mechanisms and flows for the exchange of information. Business interfaces are described in the business process diagrams.

**1.3.3.2. High Level Design**

1.3.3.2.1. Each EM Contractor's services will be described by a High Level Design document, setting out how the EM Contractor supports the Service Requirements, covering business architecture and technology architecture.

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 1.3.3.2.2. The business architecture of each HLD, where applicable, sets the business context and the supporting data model, taking into consideration the "HMG Information Principles", in particular with regard to standardisation, quality, management, protection and re-use of data.
- 1.3.3.2.3. The technology architecture of each HLD sets the technical context including the design and management of security, for both the logical and physical architecture.

**1.4. Interpretation of the Service Requirements**

- 1.4.1. The Service Requirements are set out in paragraph 2. The detailed requirements are organised by category, each presented as an unnumbered section followed by a table of requirements pertaining to that category. The detailed requirements are in no particular order.
- 1.4.2. Each requirement is comprised of the following fields:
  - 1.4.2.1. Reference – the unique reference number for the requirement, as allocated by the Authority's requirements management tool. This number will not change over the lifecycle of the requirement.
  - 1.4.2.2. Description – the text of the detailed requirement.
  - 1.4.2.3. Priority – the priority based on the MoSCoW method, noting that conformed requirements will only use the following settings:
    - 1.4.2.3.1. **Must** – the requirement is mandatory and must be complied with.
    - 1.4.2.3.2. **Could** – the requirement is noted as a potential future innovation that will be introduced via the Integrated Contract Change Procedure.

## 2. SERVICE REQUIREMENTS

### 2.1 The Contractor shall provide the EM Network Services in accordance with the following requirements

Reference	Category	Requirement	Priority
EMS-526	Auditability	The EM Network Contractor shall register connections, as part of the SIM Card delivery process.	Must
EMS-5252	Availability	If the Disaster Recovery Solution is required to be made live, by a request from the Authority or the EM&FS Contractor, it shall take a maximum of sixty (60) minutes, from the time the request is received by the EM Network Contractor, for the DNS change, in respect of the APNs, to propagate through the Private Mobile Data Network.	Must
EMS-3038	Availability	The EM Network Contractor's Service Desk shall provide the capability for the Authority to request changes to: i) SIM Cards; ii) usernames; iii) cost centres; iv) phone bars, vi) as well as providing details on SIM Card status.	Could
EMS-2262	Availability	The EM Network Contractor shall operate an internal change control process which utilises a risk based approach, ensuring that roll back plans are in place where appropriate.	Must
EMS-2260	Availability	The EM Network Contractor shall carry out regular risk reviews in respect of the EM Network Services, with emphasis on high level risk and the mitigation measures. These shall be tracked and reported via the appropriate Governance processes.	Must
EMS-1842	Availability	The EM Network Contractor shall provide two (2) links for the resilient private APN solution into the Primary Data Centre and two (2) resilient private APN links for the Disaster Recovery solution in the Secondary Data Centre. All Datalinks provided by the Contractor will be in a live state with one (1) resilient pair used for live running, the second resilient pair will be constantly available and may be used to create a test environment.	Must

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

<b>Reference</b>	<b>Category</b>	<b>Requirement</b>	<b>Priority</b>
EMS-1816	<b>Availability</b>	All notifications of a Planned Outage shall provide full and accurate details relating to the timing, nature and expected duration of the Planned Outage and shall include the following information: i) site id; ii) site name; iii) technology affected; iv) planned start date; v) planned completion date; vi) estimated site downtime; vii) postcode of site affected area.	Must
EMS-1815	<b>Availability</b>	The EM Network Contractor shall notify the Authority and EM&FS Contractor of each Planned Outage affecting the EM Network Services at least twenty-fours (24) hours in advance of the Planned Outage.	Must
EMS-1226	<b>Availability</b>	The EM Network Services shall maintain zero loss of Authority Data in normal operation (non-Disaster Recovery), including during any Planned Outage or Unplanned Outage, for any Authority Data transmitted via the EM Network Services, in accordance with CDI 2 of Schedule 7 (Contract Delivery Indicators).	Must
EMS-1219	<b>Availability</b>	The Mobile Network shall be available in accordance with CDI 4 of Schedule 7 (Contract Delivery Indicators).	Must
EMS-1067	<b>Availability</b>	The EM Network Contractor shall provide a Mobile Network that provides voice and data mobile connectivity in accordance with coverage obligations agreed between Ofcom and the Contractor. The EM Network Contractor is required to maintain 2G and 3G connectivity as per EMS-1851 as the current Subject Devices procured by the Authority are not currently able to take advantage of 4G.	Must
EMS-5253	<b>Capacity</b>	The available bandwidth of each of the Datalinks shall be ten (10) Mbps and the base capability of each of the Datalinks shall be one hundred (100) Mbps.	Must
EMS-1846	<b>Capacity</b>	The EM Network Contractor shall ensure that the Network has sufficient data throughput and Network latency to support the EM Network Services.	Must
EMS-1845	<b>Capacity</b>	Subject to bandwidth being available within the maximum capacity of the circuits, the EM Network Contractor shall make available additional bandwidth within the links within one (1)	Must

OFFICIAL

Contract For The Provision Of Electronic Monitoring Network Services – Lot 4

Reference	Category	Requirement	Priority
		Business Day with no downtime to the operations. Where increasing the available bandwidth necessitates increasing the base capacity of the circuits then the lead time for such an increase shall be fifteen (15) Business Days and shall not require a service outage of more than a few minutes, subject to the Integrated Contract Change Procedure.	
EMS-1224	<b>Capacity</b>	The EM Network Contractor shall ensure that the EM Network Services are capable of scaling to meet future demand, without re-designing the solution.	Must
EMS-947	<b>Capacity</b>	The EM Network Contractor shall ensure that staffing levels within their Service Desk are designed to meet fluctuating demand profiles and are capable of being responsive to volume trends and staff turn-over.	Must
EMS-946	<b>Capacity</b>	The EM Network Contractor shall support the provision of the EM Service as per the volumes set out in the Financial Response Template.	Must
EMS-3021	<b>Collaboration</b>	From the Services Commencement Date, the EM Network Contractor's [REDACTED] will provide appropriate day to day liaison between the EM Network Contractor and the other EM Contractors, and the Authority.	Must
EMS-2999	<b>Collaboration</b>	The EM Network Contractor shall support the Authority / EM Hardware Contractor to develop the agreed process covering the ordering of SIM Cards, including forecasting and stock management, said process will be documented in the 3-4 ICD and the SIM Logistic Process.	Must
EMS-1730	<b>Data Retention</b>	The EM Network Contractor shall only store the SIM Card data necessary to provide the EM Network Service, comprising the SIM Card serial number and the MSISDN.	Must
EMS-1003	<b>ICT Sustainability</b>	The EM Network Contractor shall report monthly on the number of SIM Cards used by the EM Network Contractor in the provision of the EM Network Services during the Contract Period.	Must
EMS-997	<b>ICT Sustainability</b>	The EM Network Contractor shall nominate a point of contact for discussing sustainable ICT issues with the Authority, who will provide, to the Authority, an annual sustainable ICT report, against a set of sustainable metrics, in accordance with Schedule 19 - Sustainability Reporting Requirements	Must
EMS-1083	<b>Insight and Innovation</b>	The EM Network Contractor shall, when requested via the Integrated Contract Change Procedure, provide different types of SIM Cards to support the introduction of a new EM Hardware Contractor to the EM Service, or a new Subject Device from the incumbent EM Hardware Contractor.	Must

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

<b>Reference</b>	<b>Category</b>	<b>Requirement</b>	<b>Priority</b>
EMS-789	<b>Insight and Innovation</b>	<p>If requested by the Authority and agreed in accordance with the Integrated Contract Change Procedure, the Authority shall be entitled to use, at no additional cost to the Authority, the EM Network Contractor's prevailing COTS web based service portals. These will provide the Authority with the ability to perform actions and view information, such as billing information on a self-service basis.</p> <p>These portals will include on-line help, which will provide the Authority with sufficient training on the use and capabilities of the portals.</p>	Could
EMS-2992	<b>Interoperability</b>	The EM Network Contractor shall ensure that the functioning of the EM Network Services shall at all times comply with the requirements of the prevailing versions of the 3-4 ICD and the 2-4 ICD.	Must
EMS-6503	<b>Interoperability</b>	The EM Network Contractor shall provide the functionality for username and password functionality to authenticate Subject Devices against the APN.	Must
EMS-6504	<b>Interoperability</b>	The EM Network Contractor shall ensure the DHCP service supplies the IP address of the DNS servers when a Subject Device connects to the APN and requests connection to the EM Hardware Contractor application that is hosted on the DNS Server.	Must
EMS-1854	<b>Logistics</b>	Once the EM Network Contractor has been notified that a SIM Card is to be disconnected from the EM Network, no further charges shall accrue from the date and time of disconnection by the EM Network Contractor relating to that SIM Card.	Must
EMS-1853	<b>Logistics</b>	On notification from the EM&FS Contractor or the Authority that any particular SIM Cards are to be barred or disconnected from the EM Network, the EM Network Contractor shall action such requests in accordance with CDI 9 - Deactivation of SIM Cards.	Must
EMS-1095	<b>Logistics</b>	The EM Network Contractor shall ensure that the detail within the billing of the active SIM Cards includes the number of voice calls made from the SIM Cards and the amount of data transmission from the SIM Card.	Must
EMS-1091	<b>Logistics</b>	The EM Network Contractor shall create and maintain a SIM Card Register.	Must
EMS-1088	<b>Logistics</b>	The EM Network Contractor shall allocate an initial Authority Number Block of [REDACTED] mobile phone numbers to be used exclusively for the SIM Cards. As SIM Cards are Disconnected from the Network, the Disconnected number shall be returned to the Authority Number Block for re-use by the EM Service, and the SIM Card will be destroyed by the EM Hardware Contractor.	Must

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

<b>Reference</b>	<b>Category</b>	<b>Requirement</b>	<b>Priority</b>
EMS-1082	<b>Logistics</b>	The EM Network Contractor shall ensure the availability throughout the Term of SIM Cards.	Must
EMS-1080	<b>Logistics</b>	The EM Network Contractor shall supply SIM Cards, within thirty (30) Business Days from order to delivery at the Delivery Location, subject to the EM Hardware Contractor (or other EM Contractor as applicable) providing a rolling three (3) month forecast, in addition the EM Network Contractor shall ensure that sufficient quantities of SIM Cards are available to the EM Hardware Contractor to satisfy each Service Order.	Must
EMS-527	<b>Logistics</b>	The EM Network Contractor shall work with the EM&FS Contractor and the EM Hardware Contractor to agree the business process and the final format of the billing requirements in respect of SIM Card delivery, which will be contained within the Logistics Process and the 3-4 ICD.	Must
EMS-524	<b>Logistics</b>	<p>The SIM Cards shall be despatched by the EM Network Contractor in the agreed state to the EM Hardware Contractor. All deliveries of SIM Cards shall be tracked from the source to destination and shall require unless otherwise agreed, a signature as proof of receipt.</p> <p>The EM Hardware Contractor shall, during Business Hours, be able to enquire on progress through the EM Network Contractor's Service Desk or the details can be passed directly by the EM Network Contractor's Service Desk to the EM Hardware Contractor for self-tracking.</p>	Must
EMS-518	<b>Logistics</b>	A process shall be agreed and documented in the EM Network Contractor's 'service charter' for agreed EM Contractors to be able to inform the EM Network Contractor's Service Desk of changes required to the status of SIM Cards and these changes shall be implemented in line with the agreed process.	Must
EMS-512	<b>Logistics</b>	The EM Network Contractor shall make the EM Hardware Contractor aware of the minimum ordering requirements and the handling and storage requirements for SIM Cards.	Must
EMS-496	<b>Logistics</b>	The EM Network Contractor shall provide SIM Cards for testing in accordance with the Mobilisation Plan and the Integrated Mobilisation Plan.	Must
EMS-6264	<b>Network Provision</b>	The EM Network Contractor will decommission the current SMS service that was set out in CN0012 dated 3rd October 2017.	Must
EMS-5256	<b>Network Provision</b>	The EM Network Contractor shall provide a facility via their Mobile Network, to enable Subjects to call 999 (and 999 only) in order to contact the Emergency Services. The facility shall only be available when a Subject attempts to make the 999 call request via the HMU and using a hotkey	Must



OFFICIAL

Contract For The Provision Of Electronic Monitoring Network Services – Lot 4

Reference	Category	Requirement	Priority
		which translates to 999 and the call is hosted and routed via the Mobile Network and not via fixed line PSTN.	
EMS-5255	<b>Network Provision</b>	The EM Network Contractor shall provide read-only SNMP access by the EM&FS Contractor to the Datalink routers in each of the EM&FS Contractor's Primary and Secondary Data Centres.	Must
EMS-5254	<b>Network Provision</b>	In the event of an Unplanned Outage to the Private Mobile Datalink Service, which is service impacting and deemed to be a P1 or a P2 Incident, the EM Network Contractor shall notify the EM Service Desk in accordance with CDI 12.	Must
EMS-2073	<b>Network Provision</b>	The EM Network Contractor shall monitor the use of the Authority Number Block and inform the Authority when capacity is at risk of becoming exhausted. The EM Network Contractor shall subsequently, via the Integrated Contract Change Procedure, allocate additional Authority Number Blocks when requested by the Authority, subject to the prevailing constraints of Ofcom or its successors.	Must
EMS-2070	<b>Network Provision</b>	The EM Network Contractor shall ensure that a valid CAS(T) CESG Assured Service Telecommunications compliance certificate is maintained throughout the Contract Period for the Services and Mobile Network.	Must
EMS-2011	<b>Network Provision</b>	The EM Network Contractor shall ensure that data is only transmitted to or from a SIM Card when the SIM Card has successfully authenticated to the APN Service.	Must
EMS-1851	<b>Network Provision</b>	The EM Network Contractor shall ensure that the Network is 2G & 3G enabled until 31st December 2022.	Must
EMS-1847	<b>Network Provision</b>	The EM Network Contractor shall provide assistance for diagnostic investigations into Mobile Network issues, when requested by any and all of the EM Contractors and/or the Authority.	Must
EMS-1625	<b>Network Provision</b>	As part of the EM Network Services the EM Network Contractor shall make available its LBS Service to the Authority.	Must
EMS-1063	<b>Network Provision</b>	The EM Network Contractor shall provide a fully managed network service for the transmission of Voice from and to SIM Cards, to support the provision of the EM Services for the Contract Period.	Must
EMS-1062	<b>Network Provision</b>	The EM Network Contractor shall provide a fully managed network service for the transmission of data from and to the SIM Cards and the Connection Points within the Primary Data Centre and the Secondary Data Centre, to support the provision of the EM Services for the Contract Period.	Must

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

<b>Reference</b>	<b>Category</b>	<b>Requirement</b>	<b>Priority</b>
EMS-5257	<b>Security</b>	Upon the Authority's written request, and only when lawful to do so, the EM Network Contractor shall use all reasonable endeavours to promptly provide the Authority with all cell tower and associated information requested by the Authority where the Authority requires such information for Court proceedings, criminal investigations or as may otherwise be required by the Authority in the discharge of its functions.	Must
EMS-2524	<b>Security</b>	The EM Network Contractor shall ensure that all information related to the provision of the EM Network Services is held securely in accordance with this Schedule 2, Schedule 13 (Security) and the SAL.	Must
EMS-2354	<b>Security</b>	<p>The EM Network Contractor shall ensure that all of the EM Network Contractor's Staff that have direct interaction with the Authority and EM Services and EM System are suitably trained, appropriately security cleared and checked prior to commencing employment or engagement with the EM Network Contractor, in accordance with Schedule 13.</p> <p>Where the EM Network Contractor considers that it is not feasible to comply with this requirement for an individual, the EM Network Contractor shall agree with the Authority's IT Security Officer appropriate working practices for such individual, including processes and procedures regarding their oversight and monitoring.</p>	Must
EMS-2025	<b>Security</b>	The EM Network Contractor shall support the Authority's objective to continually improve Information Assurance, by providing when reasonably requested in writing reasonable evidence to support the yearly assessment/ and HMG reporting under the "IA Maturity Model Framework" and evidence of improvements as a result of any Security Incidents."	Must
EMS-2023	<b>Security</b>	The EM Network Contractor shall comply with the requirements of any SAL provided by the Authority including any updated or re-issued SAL, which would be issued in accordance with the Integrated Contract Change Procedure.	Must
EMS-2016	<b>Security</b>	The EM Network Contractor shall develop and maintain an up to date ISMS, as set out in Schedule 13 (Security).	Must
EMS-2012	<b>Security</b>	Data Governance – the EM Network Contractor shall implement security controls to ensure Authority Data is protected and accessible by authorised users only (including those that comply with the security requirements set out in this Schedule and Schedule 13 (Security)).	Must

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

<b>Reference</b>	<b>Category</b>	<b>Requirement</b>	<b>Priority</b>
EMS-1727	<b>Security</b>	The Contractor shall provide information about the EM Network Service to the EM&FS Contractor and the Authority as reasonably required by the Authority in electronic form or in any other format that may be reasonably requested in writing by the Authority. The EM Network Contractor shall, if required, produce this data in Court as evidence.	Must
EMS-1723	<b>Security</b>	The EM Network Contractor shall contribute to the Authority document "EM Service Evidential Integrity Design", providing a description of how the EM Network Services can support the Authority's goal to demonstrate compliance with BS 10008:2014 (Evidential Weight and Legal Admissibility of Electronic Information).	Must
EMS-1706	<b>Security</b>	<p>The EM Network Contractor shall ensure that all registration data (comprising the data stored in the home location register and the Contractor's visitor location register that relates to the SIM Cards) remains in the UK.</p> <p>Note - The Authority accepts that where a Subject Device (that contains a SIM Card) leaves the UK, that SIM Card will attempt a connection with available Networks outside of the UK, and that whilst the connection will not be successful, registration data may be stored on non-UK Network Provider systems.</p>	Must
EMS-2982	<b>Service Integration</b>	The EM Network Contractor's project management team shall own the on-boarding of the Authority's account and shall engage the service transition team to ensure that the Contractor supports the EM&FS Contractor to deliver the end to end EM Service Management.	Must
EMS-5264	<b>Service Management</b>	In the event of disruption to the Private Mobile Datalink Service and, in the case of Disasters only, when instructed by the Authority or the EM&FS Contractor, the EM Network Contractor shall invoke the BCDR Plan to restore the services in accordance with CDI 12 - Recovery Time Objective and Notification Time – Private Mobile Datalink Service.	Must
EMS-5263	<b>Service Management</b>	The EM Network Contractor shall support the planning of and participate in an annual test all of the Integrated BCDR Plan organised by the Authority and/or the EM&FS Contractor, that require such participation. The Authority or EM&FS Contractor as applicable will provide the results of the tests, clearly identifying all Remedial Actions arising from the tests.	Must
EMS-5262	<b>Service Management</b>	The EM Network Contractor shall provide reasonable support to the Authority in its production of the Integrated BCDR Plan.	Must

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

<b>Reference</b>	<b>Category</b>	<b>Requirement</b>	<b>Priority</b>
EMS-5261	<b>Service Management</b>	The EM Network Contractor shall test its BCDR Plan regularly and where the tests indicate Remedial Actions are necessary that impact the EM Services, provide the associated details to the Authority.	Must
EMS-3024	<b>Service Management</b>	<p>The EM Network Contractor's [REDACTED] will act as overall service owner for the delivery of the in-life service for all elements and will be responsible for:</p> <ul style="list-style-type: none"> <li>i) service level ownership and management (including compliance with the CDIs);</li> <li>ii) ensuring that efficient procedures around incident management and user communication are developed, documented and reviewed on a regular basis;</li> <li>(iii) ensuring that incidents of failing to meet the CDIs are escalated to a senior point and maintaining a proactive interface with the Authority and the other EM Contractors, including major incident management;</li> <li>iv) ensuring attendance at all required Governance meetings where the EM Network Contractor's attendance is required;</li> <li>v) embedding the continual service improvement philosophy within operations and providing recommendations for innovation into the appropriate Governance forum, which is yet to be established, and documenting the process to undertaken within the EM Network Contractor's "service charter" document;</li> <li>vi) producing and distributing service reports that include CDI measurements;</li> <li>vii) owning and developing a continuous service improvement plan;</li> <li>viii) creating and maintaining a service definition plan that clearly details the responsibilities of the EM Network Contractor's support teams and how they interact with all levels within the EM Services.</li> </ul>	Must
EMS-3013	<b>Service Management</b>	The EM Network Contractor shall provide the Authority with a Service Desk which shall be accessed by a single contact number by the Authority and the other EM Contractors.	Must
EMS-2473	<b>Service Management</b>	If requested in writing and only where relevant to the EM Services, the EM Network Contractor shall provide to the Authority in agreed timescales, available documentation explaining the EM Network Services, which is satisfactory to support Authority assurance activity.	Must
EMS-2269	<b>Service Management</b>	The EM Network Contractor shall, acting reasonably, minimise the impact on other EM Contractors, the Authority, Related Organisations and Subjects during Disaster Recovery.	Must

OFFICIAL

Contract For The Provision Of Electronic Monitoring Network Services – Lot 4

Reference	Category	Requirement	Priority
EMS-2264	<b>Service Management</b>	In the event of disruption to the Mobile Network, the EM Network Contractor shall restore services in accordance with CDI 11 - Recovery Time Objective and Notification Time - Mobile Network.	Must
EMS-2257	<b>Service Management</b>	The EM Network Contractor shall be certified throughout the Contract Period against ISO 22301:2012 for the scope of the EM Network Services.	Must
EMS-2249	<b>Service Management</b>	The EM Network Contractor shall produce a BCDR Plan in accordance with an agreed Product Description and submit the BCDR Plan in accordance with the Acceptance Procedure for approval by the Authority.	Must
EMS-2247	<b>Service Management</b>	The EM Network Contractor shall review the BCDR Plan when significant changes occur to the Services, updating the BCDR Plan as necessary and submit the updated BCDR Plan in accordance with the Acceptance Procedure for approval by the Authority.	Must
EMS-2196	<b>Service Management</b>	The EM Network Contractor shall have a service management centre team (which is separate to the EM Network Contractor's Service Desk) that shall: i) manage and control Service and Business Continuity across the Services and the EM Network Contractor's services and people; ii) manage the communications to the Authority and other EM Contractors in the event of Incidents; iii) run problem investigations into Incidents and underlying fault trends; and iv) monitor, review and report on Service performance for internal management purposes.	Must
EMS-1829	<b>Service Management</b>	The EM Network Contractor shall create an Initial Information Report in accordance with CDI 13 - Initial Information Report for each service failure, within eight (8) Business Hours of resolution of each Priority 1 and Priority 2 Incident relating to the Private Mobile Datalink Service, containing sufficient information for the EM&FS Contractor to create an overall Incident Report.	Must
EMS-1828	<b>Service Management</b>	The EM Network Contractor shall resolve Incidents affecting the Private Mobile Datalink Service in accordance with CDI 12 - Recovery Time Objective and Notification Time - Private Mobile Datalink Service in Schedule 7 (Contract Delivery Indicators).	Must
EMS-1827	<b>Service Management</b>	Each Private Mobile Datalink Service Incident shall be allocated a priority in accordance with the Service Charter.	Must

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

<b>Reference</b>	<b>Category</b>	<b>Requirement</b>	<b>Priority</b>
EMS-1826	<b>Service Management</b>	The EM Network Contractor shall create an Initial Information Report in accordance with CDI 13 - Initial Information Report for each Service Failure, within eight (8) Business Hours of resolution of each Priority 0 and Priority 1 Incident relating to the Mobile Network, containing sufficient information for the EM&FS Contractor to create an overall Incident Report.	Must
EMS-1825	<b>Service Management</b>	The EM Network Contractor shall use its reasonable endeavours to respond to Incidents affecting the Mobile Network in accordance with the times set out in the Service Charter.	Must
EMS-1824	<b>Service Management</b>	Each Mobile Network Incident shall be allocated a priority in accordance with the Service Charter.	Must
EMS-1820	<b>Service Management</b>	Each Incident shall be allocated one of four (4) priority levels dependent upon its severity and impact on the EM Network Services, as detailed in CDI 11 - Recovery Time Objective and Notification Time - Mobile Network and CDI 12 - Recovery Time Objective and Notification Time - Private Mobile Datalink Service	Must
EMS-1814	<b>Service Management</b>	For a Po or P1 Incident affecting the Mobile Network or a P1 or P2 Incident affecting the Private Mobile Datalink Service, the EM Network Contractor shall notify the EM&FS Contractor within [REDACTED] minutes of the Incident having been resolved.	Must
EMS-1813	<b>Service Management</b>	Following the initial notification of an Incident, subsequent communications may refine the impact statement, narrow the technical failure area and may include the actions to be taken to further the investigation and/or recovery activity. Such updates shall be provided in accordance with CDI 11 for Mobile Network Incidents and CDI 12 for Private Mobile Datalink Service Incidents and at appropriate intervals depending on the circumstances (which, where practicable, shall be at least every [REDACTED] in respect of a Po or P1 Incident affecting the Mobile Network or a P1 or P2 Incident affecting the Private Mobile Datalink Service, and at least [REDACTED] minutes in respect of all other Incidents).  Updates shall be provided by e-mail to the Authority, the impacted EM Contractors and those EM Contractors involved in Incident resolution, as appropriate.	Must
EMS-1812	<b>Service Management</b>	For each Incident detected by the EM Network Contractor (whether in respect of the Mobile Network or the Private Mobile Datalink Service) the EM Network Contractor shall notify the EM Service Desk in accordance with CDI 11 for Mobile Network Incident and CDI 12 for Private	Must

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

<b>Reference</b>	<b>Category</b>	<b>Requirement</b>	<b>Priority</b>
		Mobile Datalink Service Incidents, providing as much accurate information relating to the Incident as possible, including but not limited to the following: (i) Incident Start Time; (ii) service impact; (iii) estimated geographical areas affected including map and postcode of each affected area (where applicable); and (iv) expected time for resolution of the Incident.	
EMS-1789	<b>Service Management</b>	The EM Network Contractor's service management team shall comply with the principles of ITIL 2011.	Must
EMS-923	<b>Service Management</b>	The EM Network Contractor shall, within [REDACTED] Business Hours of their receipt, log and report to the EM Service Desk any and all complaints relevant to the EM Service which have the potential to bring the EM Service or the Authority into disrepute, including, but not limited to, any complaint alleging criminal actions by the Contractor's Staff or the staff of any of the EM Contractors. The EM Service Desk will be responsible for taking any required action.	Must
EMS-1225	<b>Service Operation</b>	<p>The Service Desk operated by the EM Network Contractor shall be available twenty-four (24) hours a Day, seven (7) Days a week, including public holidays in England and Wales.</p> <p>During Business Hours it shall be possible to carry out the following:</p> <ol style="list-style-type: none"> <li>1. Ordering SIM Cards via a Service Order;</li> <li>2. Activation of SIM Cards;</li> <li>3. Disconnection of SIM Cards;</li> <li>4. Application of service bars;</li> <li>5. Billing and account queries;</li> <li>6. Reporting suspected Mobile Network Incidents;</li> <li>7. Mobile Network coverage queries.</li> </ol> <p>Outside Business Hours it shall be possible to carry out the following:</p>	Must

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Reference	Category	Requirement	Priority
		8. Raising suspected Mobile Network Incidents; 9. Mobile Network coverage queries; 10. Barring of single SIM Cards which will be actioned during the call by the EM Network Service Desk 11. Request Disconnection of single SIM Cards, where the SIM Card will be barred during the call to the EM Network Service Desk and the disconnection will be actioned the next Business Day.	
EMS-2348	<b>Training</b>	The EM Network Contractor shall provide appropriate training and support on the EM Network Services to staff employed or engaged by other EM Contractors or the Authority.	Must
EMS-2347	<b>Training</b>	The EM Network Contractor shall train EM Network Contractor's Staff providing the EM Network Services and ensure that EM Network Contractor's Staff are familiar at all times with the procedures agreed between the EM Network Contractor and the Authority for the execution of the Services.	Must
EMS-5258	<b>Voice</b>	The Allowed Caller List can be amended once it has been created. Once per month the telephone numbers may be added or deleted from the Allowed Caller List at no further charge to the Authority. The EM Network Contractor shall work with the EM&FS Contractor to establish a procedure whereby the EM&FS Contractor informs the EM Network Contractor's Service Desk during Business Hours of any amendments to the Allowed Caller List. The EM Network Contractor's Service Desk shall carry out these amendments within timescales agreed between the Parties.	Must
EMS-2071	<b>Voice</b>	The EM Network Contractor shall provide an Allowed Caller List Solution to limit voice calls to and from the SIM Cards. A predetermined set of up to 10 numbers designated by the Authority shall include telephony calls from the EM&FS Contractor. Any request to increase the set above 10 numbers shall be agreed via the Integrated Contract Change Procedure.	Must





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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**SCHEDULE 4**

**EM TESTING**

**CONTENTS**

<b>1.</b>	<b>INTRODUCTION</b>	<b>1</b>
	<b>PART A: GENERAL REQUIREMENTS</b>	<b>2</b>
<b>2.</b>	<b>COLLABORATION WITH OTHER ORGANISATIONS</b>	<b>2</b>
<b>3.</b>	<b>CONTRACTOR TEST MANAGER</b>	<b>3</b>
	<b>PART B: REQUIREMENTS FOR TESTING OF SERVICES</b>	<b>3</b>
<b>4.</b>	<b>GENERAL REQUIREMENTS</b>	<b>3</b>
<b>5.</b>	<b>TEST STRATEGY</b>	<b>4</b>
<b>6.</b>	<b>TEST DELIVERABLES</b>	<b>7</b>
<b>7.</b>	<b>TEST EXECUTION</b>	<b>7</b>
<b>8.</b>	<b>TEST COMPLETION</b>	<b>12</b>
	<b>PART C: TESTING GOVERNANCE, ASSURANCE AND IMPROVEMENT</b>	<b>12</b>
<b>9.</b>	<b>TESTING GOVERNANCE</b>	<b>13</b>
<b>10.</b>	<b>TEST ASSURANCE BY OR ON BEHALF OF THE AUTHORITY</b>	<b>13</b>
<b>11.</b>	<b>TEST PROCESS MEASUREMENT &amp; TEST PROCESS IMPROVEMENT</b>	<b>15</b>
	<b>PART D: TESTING REQUIREMENTS TO SUPPORT TRANSFER OF SERVICES TO NEW CONTRACTORS AT CONTRACT TERMINATION OR END OF CONTRACT PERIOD</b>	<b>15</b>
<b>12.</b>	<b>GENERAL REQUIREMENTS</b>	<b>15</b>
<b>13.</b>	<b>TRANSFER OF SERVICES</b>	<b>16</b>

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## 1. INTRODUCTION

- 1.1 The EM Network Contractor shall undertake all testing of the EM Network Services in accordance with each Test Strategy and each Test Plan produced by the Contractor and agreed with the Authority in accordance with Schedule 24 (Acceptance Procedure). Where applicable, the Contractor shall support other Authority testing to the extent set out in the EM Programme Test Strategy and supporting Test Plans provided by the Authority and agreed in writing by the Contractor. At the time of EM Services Contract Reset, it is recognised by the Authority that not all testing requirements are finalised and further changes may be required to the Test Strategy and Test Plan produced by the Contractor in support of Services Commencement Date, which will be introduced via the Integrated Contract Change Procedure. The Test Strategy for EM Network Services shall reflect that the Contractor is an established COTS provider and the Mobile Network has approximately 25 million users .
- 1.2 This Schedule 4 describes the Authority's general provisions for testing. The EM Network Contractor shall only be required to comply with any of the provisions in this Schedule 4 when the specific provisions have been included in a Test Strategy and Test Plan produced by the EM Network Contractor.
- 1.3 The provisions of Paragraphs 1.1 and 1.2 of this Schedule 4 shall take precedence over any other part or provision of this Schedule 4.
- 1.4 This Schedule 4 (EM Testing) specifies the:
- 1.4.1 general requirements that apply to all testing to be carried out on the EM Services, as set out in Part A (General Requirements) of this Schedule 4;
  - 1.4.2 requirements for the testing of the Services, any new Services or any changes to existing Services, as set out in Part B (Requirements for Testing of Services) of this Schedule 4;
  - 1.4.3 details of the governance arrangements that apply to testing together with assurance and improvement processes, as set out in Part C (Testing Governance, Assurance and Improvement); and
  - 1.4.4 requirements for testing support on request during the transfer of the Services to a New Contractor during the Exit Period as set out in Part D (Testing Requirements to Support Transfer of Services to New Contractors at Contract Termination or at End of Contract Period) of this Schedule 4 and in accordance with Schedule 11 (Exit Management and Transfer).
- 1.5 All testing conducted by the Contractor shall comply with the provisions of the EM Programme Test Strategy, as may vary from time to time (consequential Changes will be subject to the Integrated Contract Change Procedure).
- 1.6 Where the Parties consider it necessary, the testing requirements set out in this Schedule 4 may be varied by agreement in accordance with the Integrated Contract Change Procedure.
- 1.7 Any Authority or other EM Contractor dependencies identified within any documentation relating to Testing shall have no contractual effect unless agreed

by the Authority and included in the Dependencies process (as defined in the Collaboration Agreement).

- 1.8 The Contractor agrees that the Authority may appoint a third party to conduct some or all of the activities allocated to the Authority under this Schedule 4.

## **PART A: GENERAL REQUIREMENTS**

### **2. COLLABORATION WITH OTHER ORGANISATIONS**

- 2.1 The testing requirements described in this Schedule 4 are intended to support, and be supported by, effective joint working between all parties involved in delivering the EM Services to the Authority, and the Contractor shall comply with its applicable roles and responsibilities as assigned to the Contractor in the EM Programme Test Strategy.
- 2.2 In planning any Test, the Authority may specify what Related Organisation, sub-contractor, other EM Contractor, or other organisation involvement is appropriate. The Contractor shall consult such Related Organisation, sub-contractor, other EM Contractor, or other organisation as directed by the Authority.
- 2.3 Where a Related Organisation, sub-contractor, other EM Contractor, or other organisation is involved in a Test, the Contractor shall provide such entities with all necessary assistance and information in connection with the conduct of that Test.
- 2.4 Where the Contractor, other EM Contractor or Related Organisation fails or, in the reasonable opinion of the Authority, is likely to fail to meet its obligations under a Test as set out in the EM Programme Test Strategy and/or the relevant Test Plan, the Authority may require the Contractor on written notice to cease any or all activities connected with such Test until such time as the failure has been rectified or in the reasonable opinion of the Authority the risk of such failure occurring has been removed.
- 2.5 Where the Contractor, in meeting its obligations under this Schedule 4, consults or otherwise directly works with one or more sub-contractors, other EM Contractors, or other organisations, the Contractor shall provide the Authority with visibility of such interaction equivalent to that provided for Contractor activities.
- 2.6 The Contractor shall collaborate with the Authority, the other EM Contractors and the Related Organisations with which its own systems and services interface to undertake Interface Testing of each such interface as set out in the EM Programme Test Strategy. The Contractor shall take part in and support the governance of the Interface Testing.

**3. CONTRACTOR TEST MANAGER**

- 3.1 The Contractor shall identify a Test Manager as necessary and in accordance with Schedule 6 (Price and Payment Mechanism) to oversee and be responsible for:
- 3.1.1 all testing conducted or supported by the Contractor during the Term;
  - 3.1.2 all testing conducted by or on behalf of the Contractor in relation to the creation of new Services or changes to Services, as established in an individual project, release or similar activity; and
  - 3.1.3 supporting New Contractor(s) in all testing activities in relation to the Exit Assistance and Services provided during the Exit Period.
- 3.2 Where the Contractor has multiple internal groups for different testing activities, the identified Test Manager shall be the single point of contact to the Authority for all such Contractor testing activities.

**PART B: REQUIREMENTS FOR TESTING OF SERVICES****4. GENERAL REQUIREMENTS**

- 4.1 The Contractor shall complete the following activities in relation to the testing of the Services (including any deliverables), any new Services or changes to existing Services for all Tests for which it is identified as responsible in the EM Programme Test Strategy and any other associated Test Strategy:
- 4.1.1 Test Planning;
  - 4.1.2 Test Design & Implementation;
  - 4.1.3 Test Monitoring & Control;
  - 4.1.4 Test Execution; and
  - 4.1.5 Test Completion.
- 4.2 All inputs to and outputs from Test Planning, Test Design & Implementation, Test Monitoring & Control, Test Execution and Test Completion shall be:
- 4.2.1 held under formal Configuration Management; and
  - 4.2.2 subject to the operational change management processes established by the Authority and, where applicable, the Integrated Contract Change Procedure.
- 4.3 Each Party shall provide to the other all necessary assistance and information in connection with the preparation for and conduct of the Tests.

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- 4.4 All Test Strategies and Test Plans produced by the Contractor shall include or reference task scheduling information which shall be consistent with and enable the achievement of the Key Milestones set out in Schedule 5 (Mobilisation).
- 4.5 Not used
- 4.6 The Contractor shall provide a Test Traceability Matrix which shall track the Contractor's Service Requirements on a bi-directional basis through to the High Level Design and related artefacts, through low level designs, in each case tracing to associated Verification and Validation methods, Test Cases and Test Incident Reports (and vice versa).
- 4.7 Not Used
- 4.8 The Contractor shall provide a standard service for the testing of designated build standards of Subject Devices for the purposes of determining whether the Subject Devices interface correctly prior to their use in the EM Network. The Contractor shall provide for such testing service to be applied during Mobilisation (as set out in the Integrated Mobilisation Plan) in accordance with Schedule 6 (Price and Payment Mechanism). The Authority shall initiate via the Integrated Contract Change Procedure the testing of future changes to existing Subject Devices or proposed alternative equipment.
- 4.9 The Contractor shall identify the Verification and Validation technique to be applied to each of the requirements specified in the Service Requirements, including but not limited to certification, Test Conditions and Expected Test Results.
- 4.10 Not Used.
- 4.11 Not Used
- 4.12 Following execution of proposed Verification and Validation methods, the Contractor shall without undue delay update the Test Traceability Matrix to include the outcome of applying the Verification and Validation methods and shall share with the Authority the complete list of non-conformances along with associated Remedial Actions.
- 4.13 The Contractor shall establish and maintain a Test Asset Library for all Test Assets for which it is identified as being responsible. The Contractor will record Test Assets within its Test Strategy and any Test Tools required. The Contractor shall use its own Test Tools, details will not be shared directly with the Authority but made available on written request.
- 5. TEST STRATEGY**
- 5.1 The Test Manager shall be responsible for the preparation and agreement of a Test Strategy setting out the testing activities for the Services and changes to the Services, unless the Authority notifies the Contractor that the Authority shall carry out these activities or that they will be carried out by another EM Contractor.

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- 5.2 Where the Test Strategy is created by the Authority or another EM Contractor, the Contractor shall provide all necessary assistance in the preparation and agreement of the Test Strategy.
- 5.3 Each Test Strategy created by the Contractor shall be created either as a Documentary Deliverable in accordance with the Document Approval Process or embedded within a Test Plan as agreed with the Authority in each case (which may itself be subject to the Document Approval Process).
- 5.4 Where a Test Strategy is created as a discrete Documentary Deliverable, the Contractor shall:
- 5.4.1 create a Test Strategy Product Description materially in accordance with the template Test Strategy Product Description (as set out in an Annex to Schedule 24 (Acceptance Procedures)) or otherwise provided by the Authority, as may vary from time to time; and
  - 5.4.2 create the Test Strategy in accordance with the Test Strategy Product Description.
- 5.5 Where the Test Strategy is embedded within a Test Plan, the provisions for the creation of a Test Plan as applicable shall apply in addition to the following paragraphs.
- 5.6 Unless otherwise agreed in writing, the Test Strategy created by the Contractor shall conform to the agreed EM Programme Test Strategy. All variations to the provisions of the EM Programme Test Strategy shall be clearly and unambiguously documented in the Test Strategy for review and agreement by the Authority.
- 5.7 Pursuant to Paragraph 2.3, the Contractor shall consult with the Authority and any relevant Related Organisations, other EM Contractors, sub-contractors and/or other organisations regarding the preparation of the Test Strategy. In particular, the Contractor shall consult the Authority and any relevant Related Organisations, other EM Contractors, sub-contractors, or other organisations regarding the acceptability of the proposed scope, duration and timing of the testing activities, proposed Tests, proposed sources of Test Data, proposed Test Environments and any proposed Authority, Related Organisation, EM Contractor, sub-contractor or other organisation responsibilities in preparing for, monitoring, executing or reporting of the Tests.
- 5.8 The Contractor shall ensure that the Test Strategy minimises potential disruption to the EM Services, Live Environment and the Authority's business and Related Organisations' business.
- 5.9 In accordance with the provisions of this Schedule 4 and the EM Programme Test Strategy, the Test Strategy shall identify whether the Contractor, a sub-contractor, the Authority or other EM Contractor will be responsible for conducting each Test, and shall identify the supporting responsibilities of the other parties in each case.

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- 5.10 Unless otherwise agreed between the Parties, and as specified in the Test Strategy, each Party shall provide Test Data for the Tests for which it is identified as responsible. Where a Party requires the other party to provide Test Data this shall be made clear in the Test Strategy. The Contractor shall conform to the Test Data Strategy provisions set out in the EM Programme Test Strategy.
- 5.11 The Contractor shall ensure that the proposed sources and use of Test Data that it provides would cause neither the Contractor nor the Authority to breach any of its applicable obligations under the Data Protection Legislation.
- 5.12 The Contractor shall not propose, supply, or knowingly use any Live Data for testing purposes outside of the Live Environment and shall not unduly rely on the use of Anonymised Live Data or Obfuscated Live Data for testing. Furthermore, the Contractor shall ensure that its construction of Synthetic Test Data is sufficient to achieve the Test Objectives in each case.
- 5.13 Unless otherwise agreed between the Parties, and as specified in the Test Strategy, the Contractor shall provide the Test Environment(s) for which it is identified as responsible in the Test Strategy, and shall ensure that the Test Environment(s) simulate(s) the Live Environment and/or the Authority's, Related Organisations' or other users' business as far as is necessary to meet the Test Objectives.
- 5.14 The Contractor shall provide the Authority with access to associated Test Tools in use by the Contractor for the Authority's use in assuring Tests for which the Contractor is identified as responsible in the associated Test Strategy. The Contractor shall take account of the Authority's requirements in this respect when preparing the Test Strategy.
- 5.15 The Parties shall conduct the Tests in accordance with their respective obligations under the applicable Test Strategy.
- 5.16 The Parties shall conduct the Tests in accordance with the time scales defined in the Test Strategy and supporting Test Plan(s) as applicable.
- 5.17 The Contractor shall identify all the Contractor's Staff involved in the delivery of testing under the EM Programme Test Strategy and each Test Strategy, including any third party test organisation, and ensure they are suitably trained and qualified.
- 5.18 The Contractor shall identify the risks, assumptions, issues and dependencies affecting the implementation of each Test Strategy along with an appropriate mitigation plan from a Testing perspective. Any Authority or other EM Contractor dependencies identified relating to Testing shall be included in the Dependencies Register.
- 5.19 The Contractor shall ensure where applicable that each Test Strategy defines the Test Environment capability and the Test Deliverables for on-going changes, live incident fixes and patch management, including the re-test and regression test approach.



**6. TEST DELIVERABLES**

- 6.1 The Contractor shall be responsible for the preparation and agreement by the Authority in writing of the Test Deliverables for which it is identified as being responsible for producing in the Test Strategy and associated Test Plans.
- 6.2 Test Deliverables shall be created in accordance with the applicable Product Description (set out in an Annex to Schedule 24 (Acceptance Procedures)) or produced by the Contractor under this Contract (as appropriate). Where the Contractor is to produce a Product Description, it shall do so in accordance with the associated template Product Description included in this Contract or provided by the Authority, as may vary from time to time, unless otherwise agreed in writing by the Authority.
- 6.3 Each Product Description shall establish the degree of Authority involvement in the review and approval of the Test Deliverable and the date by which the associated Test Deliverable must be completed. Each Test Strategy prepared by the Contractor shall be subject to the Document Approval Process. Specific Test Plans and corresponding Test Completion Reports may also be designated by the Authority as requiring review and approval by the Authority under the Document Approval Process.
- 6.4 Where a Test Deliverable is subject to formal review and approval by Authority, the Contractor shall develop a draft Product Description materially consistent with the applicable template Product Description provided by the Authority and shall make the draft Product Description available to the Authority for review in accordance with the Document Approval Process.
- 6.5 The Contractor shall prepare and gain approval for the associated Test Deliverable from the Authority in accordance with the agreed Product Description.
- 6.6 Where the Test Strategy is embedded within a Test Plan, the preceding provisions shall apply for the Test Strategy section of the Test Plan.
- 6.7 Where Test Deliverables are contained within Test Tools, the provisions of the associated template Product Descriptions shall still apply.
- 6.8 All deviations from the Authority template Product Descriptions for Test Deliverables shall be set out by the Contractor in the Test Strategy, and shall be subject to review and written agreement by the Authority.

**7. TEST EXECUTION****7.1 Contractor Tests**

- 7.1.1 Each Test Strategy or Test Plan as applicable shall set out the Test Entry Criteria for the associated Tests including, but not limited to, the generic Test Entry Criteria set out in the EM Programme Test Strategy and the date by which the Contractor shall be required to pass the Test Entry Criteria. On or before the planned start date for the Tests the

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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Contractor shall hold a Test Entry Review to establish whether the Test Entry Criteria have been met. The Contractor shall inform the Authority at least five (5) Business Days prior to the date of commencement of a Test Entry Review in order to allow the Authority to attend the Test Entry Review as a Test Witness or, for Factory Acceptance Testing, to allow the Authority to chair the Test Entry Review.

- 7.1.2 Fulfilment or otherwise of the Test Entry Criteria shall be documented by the Contractor and provided to the Authority within two (2) Business Days of the Test Entry Review.
- 7.1.3 Prior to the execution of each Test for which the Contractor is responsible, the Contractor shall establish and operate a Defect Review Board for the duration of the Test.
- 7.1.4 During the execution of all Tests for which the Contractor is responsible the Contractor shall maintain an up-to-date record of all Actual Test Results, including supporting evidence, irrespective of whether the Tests were successful or unsuccessful.
- 7.1.5 The Contractor shall create a Test Incident Report for each instance where the Actual Test Results differ from the Expected Test Results for a Test, recording the Test Incident Report in the Test Incident Log. Additionally, the Contractor shall create a Test Incident Report for observations that are of a cosmetic nature or could lead to ambiguity or instability of the Service, even where the Actual Test Results match the Expected Test Results.
- 7.1.6 All Test Incident Reports created by the Contractor shall be raised in accordance with the Test Incident Reporting process and handled according to the Defect Management process under the control of the Defect Review Board established for the Test, as set out in the EM Programme Test Strategy.
- 7.1.7 Each Test Strategy or Test Plan as applicable shall set out the Test Exit Criteria for the associated Tests including, but not limited to, the generic Test Exit Criteria set out in the EM Programme Test Strategy and the date by which the Contractor shall be required to pass the Test Exit Criteria. On or before the planned completion date for the Tests the Contractor shall hold a Test Exit Review to establish whether the Test Exit Criteria have been met. The Contractor shall inform the Authority at least five (5) Business Days prior to a Test Exit Review in order to allow the Authority to attend the Test Exit Review as a Test Witness or, for Factory Acceptance Testing, to allow the Authority to chair the Test Exit Review.
- 7.1.8 The outcome of the Test Exit Review shall be documented by the Authority and provided to the Contractor within two (2) Business Days of the Test Exit Review.

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 7.1.9 Unless otherwise agreed in writing by the Authority, a Test Item shall be considered to have passed such Test until the associated Test Exit Criteria have been met.
- 7.1.10 The following Test Exit Criteria shall apply to each Test in respect of unresolved Test Incident Reports:
- (a) there are zero (0) unresolved Severity 1 Test Incident Reports;
  - (b) there are zero (0) unresolved Severity 2 Test Incident Reports;
  - (c) that on the basis of the outcome of a duly conducted risk assessment the unresolved Severity 3 Test Incident Reports, Severity 4 Test Incident Reports and Severity 5 Test Incident Reports cumulatively do not, in the opinion of the Defect Review Board, represent undue risk to the next Test, the EM Services, the Authority's, Related Organisations' or other users' business, and/or Services as applicable. Such risk assessment shall be documented by the Contractor in the associated Test Completion Report;
  - (d) there are zero (0) unresolved Priority 1 Test Incident Reports;
  - (e) there are zero (0) unresolved Priority 2 Test Incident Reports; and
  - (f) each unresolved Test Incident Report has agreed Remedial Actions in accordance with its agreed Priority.
- 7.1.11 The Authority shall have the right to determine that the risks associated with unresolved Test Incident Reports are such that the Test Exit Criteria have not been met.
- 7.1.12 All unresolved Test Incident Reports at the conclusion of a Test shall contribute to the total of unresolved Test Incident Reports to be evaluated against the Test Exit Criteria of the next Test. Where there are no further Tests defined all such unresolved Test Incident Reports shall be evaluated against the applicable Test Exit Criteria.
- 7.1.13 The determination of unresolved Test Incident Reports in relation to the evaluation of Test Exit Criteria pursuant to Paragraph 7.1.10 shall include all unresolved Test Incident Reports that remain unresolved in relation to the Test Items from any previous Test or Release.
- 7.1.14 Notwithstanding the provisions of Paragraph 7.1.10 and Paragraph 7.4, and without limitation to the Authority's other rights and remedies under this Contract, the Authority reserves the right to permit the Contractor to progress to the next Test.
- 7.1.15 The Contractor shall report to the Authority or Authority's representative as soon as reasonably practical any material

occurrences which may have an adverse impact but which are not subject to a Test Incident Report observed by the Contractor throughout Testing.

## **7.2 Authority Tests**

- 7.2.1 The Contractor shall provide information as requested by the Authority to allow the Authority to establish whether the Test Entry Criteria for an Authority Test have been met. The Contractor shall attend a Test Entry Review where required by the Authority, within which the Test Entry Criteria will be evaluated. The Authority will document the outcome of the Test Entry Review and provide this to the Contractor within two (2) Business Days of the Test Entry Review.
- 7.2.2 Prior to the execution of each Test for which it is responsible the Authority will establish and operate a Defect Review Board for the duration of the Test. The terms of reference for the Defect Review Board will be set out in the Test Strategy or Test Plan associated with the Test as applicable.
- 7.2.3 The Contractor shall participate in the Defect Review Board for the duration of the Test, and shall resolve Test Incident Reports in accordance with the assigned Priority and Severity in each case.
- 7.2.4 Throughout any Authority Test the Contractor shall provide to the Authority, and Related Organisation, sub-contractor, other EM Contractor, or other organisation as required all necessary support and assistance as the Authority requires in order to achieve the Test Exit Criteria for the Test.
- 7.2.5 Unless otherwise agreed in writing by the Authority, a Test Item shall not pass out of a Test until the associated Test Exit Criteria have been met.
- 7.2.6 As a minimum, the following Test Exit Criteria shall apply to each Test in respect of unresolved Test Incident Reports:
  - (a) there are zero (0) unresolved Severity 1 Test Incident Reports;
  - (b) there are zero (0) unresolved Severity 2 Test Incident Reports;
  - (c) that on the basis of the outcome of a duly conducted risk assessment the unresolved Severity 3 Test Incident Reports, Severity 4 Test Incident Reports and Severity 5 Test Incident Reports cumulatively do not, in the opinion of the Defect Review Board, represent undue risk to the next Test or, in consideration of the final planned Test, to meeting the Test Exit Criteria, the EM Services, the Authority's, Related Organisations' or other users' business, and/or Services as applicable. Such risk assessment shall be referenced by the associated Test Completion Report.

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (d) there are zero (0) unresolved Priority 1 Test Incident Reports;
- (e) there are zero (0) unresolved Priority 2 Test Incident Reports;  
and
- (f) each unresolved Test Incident Report has agreed Remedial Actions in accordance with its agreed Priority.

7.2.7 The Authority shall have the right to determine that the risks associated with unresolved Test Incident Reports are such that the Test Exit Criteria have not been met.

7.2.8 All unresolved Test Incident Reports at the conclusion of a Test shall contribute to the total of unresolved Test Incident Reports to be evaluated against the Test Exit Criteria of the next Test. Where there are no further Tests defined for the Release all such unresolved Test Incident Reports shall be scheduled for resolution in the next Release.

7.2.9 The determination of unresolved Test Incident Reports in relation to the evaluation of Test Exit Criteria pursuant to paragraph 7.2.6 shall include all unresolved Test Incident Reports that remain unresolved in relation to the Test Items from any previous Test or Release.

7.2.10 Notwithstanding the provisions of Paragraph 7.2.6 and Paragraph 7.4, and without limitation to the Authority's other rights and remedies under this Contract, the Authority reserves the right to permit the Contractor to progress to the next Test.

**7.3 Suspension/Resumption of Tests**

7.3.1 Each Test Strategy and/or Test Plan as applicable shall set out the conditions under which a Test can be suspended and the conditions under which a suspended Test can be resumed. Where a Test is suspended, the party responsible for the Test shall discuss the impact of the suspension with the other party, escalating the issue in accordance with the governance arrangements and Clause 23 (Governance) where suspension is likely to have an impact to the Test Exit Criteria or Planned Acceptance Date for the relevant Services.

**7.4 Consequences of an Unsuccessful Test or Outstanding Test Incident**

7.4.1 The Contractor shall analyse each unresolved Test Incident Report and, at the Authority's option and request, within five (5) Business Days (or such other period as may be agreed) of the date of the relevant Testing, submit to the Authority for approval draft Remedial Actions detailing the Contractor's proposals for:

- (a) activities to be undertaken by the Contractor to remedy the unresolved Test Incident Report and specific actions (if any) to be taken by the Authority;

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (b) the Test(s) to be repeated, including any regression testing;
  - (c) schedule for conducting the Test(s);
  - (d) the number of permitted cycles for repeat Testing (which shall not, without the Authority's prior written agreement, exceed two (2) further cycles of repeat Testing) to be performed over a maximum duration of one (1) Month (unless otherwise agreed by the Authority in writing); and
  - (e) the revised date by which the Contractor shall meet the Test Exit Criteria.
- 7.4.2 The Authority may require provision to be made in the Remedial Actions for such additional Testing/Test(s) as the Authority reasonably considers necessary in the circumstances.
- 7.4.3 Once Remedial Actions are approved by the Authority the Contractor shall implement them in accordance with their terms.
- 7.4.4 Notwithstanding any request notified by the Authority under Paragraph 7.4.1, approval by the Authority of any Remedial Actions (including any revised date as referred to in Paragraph 7.4.1(e)), the Contractor shall not be relieved of any liability for Delay Deductions or otherwise in respect of failing to achieve the Test Exit Criteria by the applicable date except to the extent expressly agreed in writing by the Authority.

**8. TEST COMPLETION**

- 8.1 At the end of each Test, and upon meeting the relevant Test Exit Criteria applicable to such Test:
- 8.1.1 in relation to any Contractor Tests, the Contractor shall submit a Test Completion Report to the Authority within five (5) Business Days of the end of the relevant Test;
  - 8.1.2 in relation to any Authority Tests, the Authority will make the associated Test Completion Report available to the Contractor within five (5) Business Days of the end of the Test.
- 8.2 Following the successful achievement of the Test Exit Criteria, where a Documentary Deliverable or other Deliverable will be subject to Acceptance Procedures in accordance with Schedule 24 (Acceptance Procedures) as identified in the Mobilisation Plan the Parties shall comply with the Acceptance Procedures as set out in Schedule 24 (Acceptance Procedures).

**PART C: TESTING GOVERNANCE, ASSURANCE AND IMPROVEMENT**

**9. TESTING GOVERNANCE**

9.1 The Parties shall govern testing using the governance bodies identified in this Paragraph 9 and in accordance with the EM Programme Test Strategy. Conflicts shall be resolved, resolving conflicts in accordance with Clause 26 (Governance) and Clause 48 (Dispute Resolution).

**9.2 Test Assurance Working Group**

9.2.1 The Test Assurance Working Group meetings will provide a regular forum for oversight by the Authority of all testing activities conducted in relation to the establishment of the Services and changes to the Services.

9.2.2 The Contractor's Test Manager shall attend each Test Assurance Working Group meeting, the standard terms of reference for which are set out in the EM Programme Test Strategy.

9.2.3 Test Assurance Working Group meetings will be organised by the Authority and shall be held on a weekly basis, or as directed from time to time by prior written notice.

**9.3 Communication and Reporting**

9.3.1 The Contractor shall provide the Authority with regular progress reports at a frequency agreed with the Authority and as specified in the EM Programme Test Strategy.

**10. TEST ASSURANCE BY OR ON BEHALF OF THE AUTHORITY**

10.1 The Contractor shall support Test Assurance activities conducted by or on behalf of the Authority on all Tests for which the Contractor is responsible. Such Test Assurance activities will be without prejudice to the Contractor's obligations to conform to the applicable Acceptance Criteria and CDIs.

10.2 The Contractor shall make available to the Authority all information produced for the purposes of a Test, including:

10.2.1 Test Strategies;

10.2.2 Test Plans;

10.2.3 Test Design Deliverables, including Test Conditions, Test Cases (stating Expected Test Results), Test Procedures and Test Sets;

10.2.4 Test Execution Deliverables, including Actual Test Results, Test Execution Logs, Test Progress Reports, Test Incident Logs and Test Incident Reports;

10.2.5 Test Completion Reports;

- 10.2.6 Traceability Matrices;
  - 10.2.7 Plans for the resolution of outstanding Test Incident Reports;
  - 10.2.8 Test Data and Test Data Requirement Specifications;
  - 10.2.9 Test Environment Specifications;
  - 10.2.10 Configuration Records for each Test Item (i.e. what versions of what software and hardware are to be Tested in each Test); and
  - 10.2.11 Details of any Test Tools used, including Test Automation Tools.
- 10.3 All of the documents referred to in Paragraph 10.2 shall comply with their applicable standard Product Description (including meeting the associated quality criteria as set out in their corresponding Product Description) or, where agreed with the Authority, their internal Contractor equivalent standards, and, where applicable, shall be subject to the Document Approval Process.
- 10.4 The Contractor shall provide the Authority with access to the Contractor's Test Tools for the purposes of assuring their use and any Test Assets contained therein. The Contractor shall take account of the Authority's requirements in this respect when preparing each Test Strategy or Test Plan as applicable.
- 10.5 The Authority shall be able to assure any and all information produced by the Contractor and activities undertaken by the Contractor to satisfy itself that Tests for which the Contractor is responsible are in its judgement sufficient to meet the overall Test Objectives. The Authority will employ but will not necessarily be limited to the following techniques:
- 10.5.1 review of Test Deliverables and the associated Test Basis - all issues identified will be classified by the Authority in accordance with the provisions for Documentary Deliverables;
  - 10.5.2 being a Test Witness for test execution - all issues identified will be classified in accordance with the programme issue management process;
  - 10.5.3 audit of testing processes - all issues identified will be classified and managed in accordance with the programme issue management process; and
  - 10.5.4 inspection of Test Items, Test Environments and Test Tools - all issues identified will be classified and managed in accordance with the programme issue management process.
- 10.6 Subject to Clause 37 (Protection of Information) and the confidentiality provision applicable between the EM Contractors set out in the Collaboration Agreement, in respect of all Tests undertaken by each party, the other parties shall have the right to have Test Witnesses attend and observe such Tests. Where a Related Organisation, other EM Contractor, sub-contractor or other



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organisation is required to attend and observe a Test, the party conducting the Tests shall permit observers from the relevant Related Organisation, other EM Contractor, sub-contractor or other organisation to attend and observe the Test.

- 10.7 In respect of all Tests that are being undertaken by each party, that party shall provide the other party, and any Related Organisation, sub-contractor, other EM Contractor, or other organisation that is to observe such Tests, with reasonable notice of which Tests are being carried out on which days. Unless otherwise specified in the associated Test Strategy and/or Test Plan as applicable, reasonable notice will be a minimum of five (5) Business Days. The parties and any Related Organisation, sub-contractor, other EM Contractor, or other organisation shall conform to the Test Witnessing Code of Conduct as set out in the EM Programme Test Strategy.

**11. TEST PROCESS MEASUREMENT & TEST PROCESS IMPROVEMENT**

- 11.1 Where the Contractor conducts Tests in accordance with the EM Programme Test Strategy or otherwise in accordance with this Contract, the Contractor shall record and make available to the Authority all necessary measurements, Lessons Learned Logs and other sources as applicable to support Test Process Measurement and Test Process Improvement activities.
- 11.2 On an on-going basis, the Contractor shall review Test Process Measurements, Lessons Learned Logs and other sources as applicable for the purposes of confirming performance and to identify potential Contractor improvements or innovations.
- 11.3 Not used
- 11.4 Not used
- 11.5 The Contractor shall implement agreed Test Process Improvements, updating the Contractor's Test Strategy and supporting Test Deliverables and Test Processes accordingly. Appropriate Test Process Improvements shall be incorporated by the Authority into the EM Programme Test Strategy.
- 11.6 Not used

**PART D: TESTING REQUIREMENTS TO SUPPORT TRANSFER OF SERVICES TO NEW CONTRACTORS AT CONTRACT TERMINATION OR END OF CONTRACT PERIOD**

**12. GENERAL REQUIREMENTS**

- 12.1 Prior to the start of any Exit Period in accordance with Schedule 11 (Exit Management and Transfer), the New Contractor will establish for each applicable service element a Service Transfer Test Incident Log, for defects identified in respect of the transfer of the Services during the Exit Period - defects in relation to the service elements themselves shall be maintained by the

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---

Contractor in the associated Test Incident Log until such time that the Test Incident Log(s) has/have been handed over to the New Contractor.

- 12.2 At the start of the Exit Period, the New Contractor(s) will establish a Service Transfer Defect Review Board to operate in accordance with the EM Programme Test Strategy terms of reference for a Defect Review Board as may vary from time to time, for which the Contractor shall provide appropriately skilled and knowledgeable resources.

13. **TRANSFER OF SERVICES**

- 13.1 As part of its obligations to assist pursuant to Schedule 11 (Exit Management and Transfer), the Contractor shall provide all necessary support to the New Contractor in Test Planning, Test Design & Implementation, Test Monitoring & Control, Test Execution and Test Completion as required by the New Contractor to verify the successful transfer of the Services and all supporting Documentary Deliverables.
- 13.2 The Contractor shall provide all necessary support to the New Contractor(s) in the investigation, categorisation and resolution of Test Incident Reports.



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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**SCHEDULE 5**

**MOBILISATION**

**Key Mobilisation Principles**

- 1.1 Due to the business critical nature of the EM Services, the Authority requires all EM Contractors to work together in accordance with the principles set out in the Collaboration Agreement.
- 1.2 The Contractor will mobilise the Services in accordance with the timescales set out in the Key Milestones set out in Table A below unless otherwise agreed in accordance with the Integrated Contract Change Procedure. Nothing in this Schedule shall restrict the Contractor from submitting a Deliverable or Documentary Deliverable for Acceptance in advance of any date set out in Table A in accordance with the process sets out in Schedule 24 (Acceptance Procedure) if the Contractor assesses the Deliverable or Documentary Deliverable is complete.

**2. Mobilisation Milestones**

- 2.1 Table A below sets out the Key Milestone timetable. In order to achieve a Key Milestone, all of the Documentary Deliverables, Deliverables and Milestones relating to each Key Milestone must be complete and must meet its applicable Acceptance Criteria (as defined in Schedule 24) in accordance with Schedule 24.
  - 2.2 Milestone Payments shall be payable in relation to the achievement of the Payment Milestones only, as set out in paragraph 3 of Schedule 6.
-



**Table A: Key Milestones – Contractor**

Milestone Reference	Milestone Description	Milestone Date
M1		
M2		
M3		
M4		
M5		
M6		
M7		



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**SCHEDULE 6**

**PRICE AND PAYMENT MECHANISM**

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**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**CONTENTS**

<b>SCHEDULE 6.....</b>	<b>1</b>
<b>PRICE AND PAYMENT MECHANISM .....</b>	<b>1</b>
1. Contract Price.....	3
2. Mobilisation Payments.....	3
3. Monthly Payment (MP).....	7
4. Additional Payments.....	12
5. Invoicing and Payment.....	16
6. Prices, Price Baselines and Volumetric Baselines .....	19
7. Financial Indicators Report .....	24
8. Open Book Reporting .....	24
9. Financial Model and Change Mechanism .....	25
Appendix A: Baseline Financial Model .....	31
A1. NOT USED .....	31
A2. Financial Model (including FRT).....	32
A3. Maximum Day Rates for Change.....	33
Appendix B .....	34
Percentage Profit Share Calculation .....	34
Appendix C Gain Share .....	35
Appendix D Open Book Reporting Template .....	36
Appendix E Financial Response Template.....	37

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

---

**1. Contract Price**

1.1 The Contract Price shall be the only charge payable by the Authority in respect of the Services and the performance by the Contractor of all other obligations under this Contract.

1.2 The Contract Price shall be comprised of:

- (A) Mobilisation Payments;
- (B) Allowed Caller List Solution Payment;
- (C) Monthly Payments;
- (D) Redundancy Payment; and
- (E) SIM Card Payments,

as described in this Schedule 6.

**2. Mobilisation Payments****2.1 Milestone Payments**

- (A) Subject to Paragraph 3.1(M) tThe Milestone Payments shall only be payable following the Acceptance of all Documentary Deliverables, Deliverables and Milestones relating to the applicable Payment Milestone set out in Appendix 1 to Schedule 24 (Acceptance Procedure).
  - (B) Following Acceptance (in accordance with Schedule 24 (Acceptance Procedure) of all Documentary Deliverables, Deliverables and Milestones relating to the applicable Payment Milestone set out in Appendix 1 to Schedule 24 (Acceptance Procedure), the Contractor shall be entitled to deliver an invoice to the Authority for the relevant Milestone Payment.
  - (C) The Contractor shall ensure that any invoice relating to a Milestone Payment includes a list of all Documentary Deliverables, Milestones and Deliverables contributing to the applicable Payment Milestone in the applicable invoice and corresponding Acceptance Certificates as evidence that such Documentary Deliverables, Milestones and Deliverables have been Accepted by the Authority in accordance with the Acceptance Procedure in Schedule 24 (Acceptance Procedure).
  - (D) All Milestone Payments shall exclude all profit (including the Mobilisation Profit Payment) and risk (including the Mobilisation Risk Payment).
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- (E) Each Milestone Payment shall be paid when the Contractor submits a valid invoice for the relevant Milestone Payment in accordance with Paragraph 5.2.
- (F) In respect of each Milestone Payment, the Authority shall retain the proportion of the Milestone Payment as indicated in the table at Paragraph 6.1 (the “**Retention Amount**”).
- (G) Not Used .
- (H) On the receipt of an Acceptance Sign Off for the Payment Milestone entitled CPP, the Contractor shall be entitled to deliver an invoice to the Authority for the sum of the Retention Amounts from all Payment Milestones.
- (I) Not Used
- (J) The Contractor shall be required to repay to the Authority the aggregate sum of all Milestone Payments paid to the Contractor in respect of the achievement of Payment Milestones if the Contract is terminated by the Authority pursuant to Clause 46.2 (Termination by the Authority for Contractor Default) prior to the CPP.
- (K) Milestone Payments shall not be subject to indexation.
- (L) The parties acknowledge and agree that, as part of the testing required by this Contract and the testing of the EM System by other EM Contractors, the Contractor shall provide to the Authority (or other EM Contractors as directed by the Authority) the number of temporary SIM Cards reasonably required by the Authority (or other EM Contractors) to conduct such testing for the duration of that testing.
- (M) The Authority may, at any time, choose to pay the Contractor a Milestone Payment notwithstanding the fact the Contractor may not have satisfied all the conditions for payment of Milestone Payments set out in this Schedule 6.

**2.2 Allowed Caller List Solution Payment**

This paragraph 2.2 is included for historical reference only. At the Contract Reset Date the Allowed Caller List Solution has been Accepted and the Allowed Caller List Solution Payment has been paid.

- (A) The Allowed Caller List Solution Payment shall only be payable following the issue by the Authority of an Acceptance Sign Off in relation to the Allowed Caller List Solution.
  - (B) On the issue of an Acceptance Sign Off in relation to the Allowed Caller List Solution, the Contractor shall be entitled to deliver an invoice to the Authority for the amount
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

---

indicated in the table at Paragraph 6.2 (the "**Allowed Caller List Solution Payment**"), which amount, for the avoidance of doubt includes all costs in relation to the testing of the Allowed Caller List Solution required by this Contract.

- (C) The Allowed Caller List Solution Payment shall be paid when the Contractor submits a valid invoice for the Allowed Caller List Solution Payment in accordance with Paragraph 5.2. For the avoidance of doubt, the Authority shall be under no obligation to make the Allowed Caller List Solution Payment except where an Acceptance Sign Off has been completed in respect of the Allowed Caller List Solution Payment Milestone.
- (D) The Contractor shall be required to repay to the Authority the Allowed Caller List Solution Payment paid to the Contractor in respect of the Allowed Caller List Solution if the Contract is terminated by the Authority pursuant to Clause 46.2 of the Contract (Termination by the Authority for Contractor Default) prior to the CPP.
- (E) The Allowed Caller List Solution Payment shall not be subject to indexation.

**2.3 Delay Deductions**

- (A) Not Used.
- (B) In the event that either (i) the Services Commencement Date, and/or (ii) CPP, has not been achieved by the relevant Planned Completion Date due to a Default by the Contractor, the Authority shall, without prejudice to any other remedies, including the Authority's right to require the Contractor to prepare an Improvement Plan after twenty (20) Days' delay and/or a Rectification Plan after fifty (50) Days' delay, be entitled to deduct from the Milestone Payment in respect of the Service Commencement Date or CPP (as applicable) an amount equal to [REDACTED] of:
  - (1) the aggregate Mobilisation Profit Payment payable during Contract Years 1 to 3; and
  - (2) the aggregate Mobilisation Risk Payment payable during Contract Years 1 to 3,

for each Day of delay in achieving the Services Commencement Date or the CPP (as applicable) until such time as the Services Commencement Date or CPP (as applicable) is achieved, up to a maximum of [REDACTED] Days of delay in respect of the Services Commencement Date and [REDACTED] Days of delay in respect of the CPP.

- (C) The parties agree that the Delay Deductions set out in Paragraph 2.3(B) are not a penalty and, without prejudice to the Authority's right to recover amounts in addition to such
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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Delay Deductions, are a genuine pre-estimate of the loss likely to be suffered by the Authority in respect of the relevant failure of the Contractor to which such Delay Deductions relate.

**2.4 Redundancy Payment**

(A) Subject to the conditions set out in Paragraphs 2.4(B) and (C), the Redundancy Payment shall be calculated as set out in this Paragraph 2.4(A). The Redundancy Payment shall:

- (1) be comprised of:
  - (a) the aggregate statutory redundancy payments (as defined and calculated in accordance with section 162 of the Employment Rights Act 1996) which the Contractor and its Sub-Contractors have made to Previous Contractor Transferring Employees in respect of the termination of their employment by reason of redundancy (as defined in the Employment Rights Act 1996) in respect of their continuous service up to the date of their dismissal; and
  - (b) such salary and benefit costs (excluding benefits relating to early retirement) as are payable to the relevant Previous Contractor Transferring Employees by the Contractor or its Sub-Contractors during the period of employment as specified in the Mobilisation Plan provided that this shall not apply to (i) any Previous Contractor Transferring Employees whose employment has terminated for any reason other than redundancy in such period; or to (ii) any payments made in relation to salary or benefits that are increased on or after the Relevant Vesting Day;
- (2) exclude any sums relating to Previous Contractor Transferring Employees who were deployed away from the Service prior to the termination of their employment; and
- (3) only include payments made in respect of terminations taking effect at the agreed time and in any event within the period of six (6) Months from the Relevant Vesting Day and that relate to planned and agreed redundancies in posts agreed in writing with the Authority.

(B) The Contractor shall use its reasonable endeavours to mitigate the risk of any Previous Contractor Transferring Employee being surplus to the Contractor's and the Sub-Contractors' requirements after the Relevant Vesting Day in the arrangements that it enters into prior to the Relevant Vesting Day to ensure a smooth transfer of the Services

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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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from the Previous Contractor to the Contractor or its Sub-Contractors.

- (C) The Contractor shall demonstrate to the satisfaction of the Authority (acting reasonably and in good faith) that in respect of a relevant Previous Contractor Transferring Employee:
- (1) redundancy is or was the genuine reason for dismissal;
  - (2) the employee was selected for redundancy by the Contractor or Sub-Contractor on objective grounds other than the fact that the Contractor is entitled to reimbursement under this provision in respect of such employee;
  - (3) the Contractor (or Sub-Contractor, as the case may be) has complied with all relevant statutory obligations which are imposed on an employer (including, but not limited to, any collective obligations under section 188 of the Trade Union & Labour Relations (Consolidation) Act 1992); and
  - (4) the Contractor (or Sub-Contractor, as the case may be) has effected any dismissal on grounds of redundancy fairly (which shall include, but not be limited to, using reasonable endeavours to find suitable alternative employment for such employee).
- (D) The Redundancy Payment shall be invoiced in accordance with Paragraph 5.6 and Clause 47.3.1. The Contractor shall submit to the Authority a breakdown of the actual redundancy costs and other information required to support the claim for payment of the Redundancy Payment.

3. **Monthly Payment (MP)**

- 3.1 As from the Payment Commencement Date, the monthly amount payable to the Contractor during any Invoicing Period in respect of the Contract Price for the Services (the “**Monthly Payment**” or “**MP**”) shall be calculated as follows:

$$\mathbf{MP = MNSP + MNUPC + MNUPD + MNUPLBS + MMFP - MLCD - SC - ICP + ICR}$$

Where the price components included in the Monthly Payment are as follows:

MNSP = Monthly Network Service Payment, as set out in Paragraph 6.4(A) of this Schedule;

MNUPC = Monthly Network Usage Payment for Calls, as set out

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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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		in Paragraph 6.4(B) of this Schedule;
MNUPD	=	Monthly Network Usage Payment for Data, as set out in Paragraph 6.4(C) of this Schedule;
MNUPLBS	=	Monthly Network Usage Payment for LBS, as set out in Paragraph 6.4(D) of this Schedule;
MMFP	=	Monthly Management Fee Payment associated with the delivery of the Services during the relevant Invoicing Period, as set out in Paragraph 3.3 of this Schedule;
MLCD	=	Monthly Learning Curve Discount, which shall cover the savings that shall be made by the Contractor over the relevant Invoicing Period, as set out in Paragraph 6.5(F) of this Schedule;
SC	=	the Service Credit calculated in accordance with Paragraph 3.4 below;
ICP	=	an Integration Claim Payment pursuant to an Integration Claim against the Contractor in accordance with the Integration Agreement by the Authority or another EM Contractor for direct costs due to, among other things, a Service Failure or remediation action following a Service Failure by the Contractor; and
ICR	=	an Integration Claim Receipt pursuant to an Integration Claim by the Contractor in accordance with the Integration Agreement against the Authority or another EM Contractor for direct costs due to, among other things, a Service Failure by another EM Contractor or remediation action following a Service Failure by another EM Contractor.

For the avoidance of doubt, the Monthly Payments (including the MNUPC, MNUPD and MNUPLBS) commence from the Payment Commencement Date.

**3.2 Monthly Network Service Payment (MNUPC), Monthly Network Usage Payment for Calls (MNUPC), Monthly Network Usage Payment for Data**

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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**(MNUPD) and Monthly Network Usage Payment for LBS (MNUPLBS)**

- (A) The MNUPD shall cover all of the Contractor's costs (except the MNUPC, MNUPD and MNUPLBS) of providing the Services (including for the provision of maintenance and support of network services, contract management and other on-going costs for the performance of the Services (but, for the avoidance of doubt, excluding all costs in relation to the testing required by this Contract, which are included in the Milestone Payments)) in accordance with the Contract.
- (B) The MNUPD for each Invoicing Period in each Contract Year from the Payment Commencement Date shall be as set out in the table in Paragraph 6.4(A). The MNUPD for any part Month shall be pro-rated.
- (C) The MNUPC, MNUPD and MNUPLBS components for each Invoicing Period in each Contract Year from the Payment Commencement Date shall be calculated as follows:
- (1) the Contractor shall calculate the MNUPC for actual voice call minutes used during a Month using the applicable price per minute for voice calls as set out in the bands in the tables in Paragraph 6.4(B). The price per minute will depend on the volume banding, with the first [REDACTED] minutes being charged at the first price band rate per minute, the following [REDACTED] minutes being charged at the second banding price per minute and so forth;
  - (2) the Contractor shall calculate the MNUPD for actual MBs of data used during a month using the applicable price per MB for data as set out in the bands in the tables in Paragraph 6.4(C). The price per MB of data will depend on the volume banding, with the first [REDACTED] MBs being charged at the first price band rate per MB, the following [REDACTED] MBs being charged at the second banding price per MB and so forth; and
  - (3) the Contractor shall calculate the price for LBS lookups based on the applicable band of lookups per Month as set out in the tables in Paragraph 6.4(D). The LBS look-up charge will be a single fixed monthly charge for all LBS lookups based on the relevant volume band applicable in that Month. For example, if the total number of LBS lookups in a Month is between [REDACTED], the single fixed price for that Month shall be [REDACTED]; if the total number of LBS lookups in a Month is [REDACTED] the single fixed price for that Month shall be [REDACTED].
- (D) The MNUPD, MNUPC, MNUPD and MNUPLBS shall not be subject to indexation.
- (E) For the avoidance of doubt, if no voice or data usage is incurred during a month then there will be no charge for that month for MNUPC and MNUPD as applicable.
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (F) The MNUPLBS shall only apply once the Authority, in consultation with the EM Monitoring and Mapping Contractor, places an order for LBS which is agreed with the Contractor.

**3.3 Monthly Management Fee Payment (MMFP)**

- (A) The monthly management fee payment (“**Monthly Management Fee Payment**” or “**MMFP**”) shall be in respect of the Contractor’s profit margin, mobilisation profit and risk, corporate overhead and the payment for any operational and performance risk provision.
- (B) The Monthly Management Fee Payment for each Invoicing Period shall be calculated as follows:

$$\text{MMFP} = (\text{PMF} \times \text{MNSP}) + (\text{ORP} + \text{MPP} + \text{MRP} + \text{COP})$$

Where the price components included in the Monthly Management Fee Payment are as follows:

PMF	=	the Percentage Management Fee, as set out in Paragraph 6.5(A);
MNSP	=	the Monthly Network Service Payment, as set out in Paragraph 6.4(A);
ORP	=	the Operational Risk Payment, as set out in Paragraph 6.5(B);
MPP	=	the Mobilisation Profit Payment, as set out in Paragraph 6.5(C);
MRP	=	the Mobilisation Risk Payment, as set out in Paragraph 6.5(D); and
COP	=	the Corporate Overhead Payment, as set out in Paragraph 6.5(E).

The ORP, MPP, MRP and COP shall be pro-rated in respect of any part Months.

**3.4 Service Credits**

- (A) This Paragraph 3.4 sets out the mechanism by which Service Credits for the CDIs (as set out in Schedule 7, Appendix A (Contract Delivery Indicators)) are calculated and
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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applied.

- (B) The Authority shall use the performance reports provided pursuant to Part A of Schedule 7 (Contract Delivery Indicators) to, among other things, verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Invoicing Period.
- (C) Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT.
- (D) The basis for the calculation of Service Credits is set out in Schedule 7 (Contract Delivery Indicators).
- (E) In each Invoicing Period, Service Credits accruing for that Invoicing Period will be deducted from the Monthly Payment for that Invoicing Period up to a [REDACTED], payable in that Invoicing Period.
- (F) The total value of any Service Credits accrued during any Invoicing Period shall be deducted from the Monthly Payment due in the next Invoicing Period in accordance with Paragraph 3.1 above.
- (G) The Contractor confirms that it has modelled the Service Credits that it may incur under this Contract and has taken them into account in setting the level of the Contract Price. The Contractor acknowledges that, in the event of incurring liability for Service Credits, it shall not be entitled to seek recovery by varying the Contract Price or seek recovery from the Authority in any other way. Both parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.
- (H) The liability of the Contractor in respect of Service Credits will be limited in accordance with Clause 42.10 (Limitations on Liability).
- (I) If no further payments of the Contract Price fall due after Service Credits accrue, the Contractor shall issue a credit note to the Authority for a sum equal to any such Service Credits then outstanding, which shall be repayable by the Contractor to the Authority as a debt.

**3.5 Integration Claims**

- (A) This paragraph sets out the mechanism by which Integration Claims shall be recovered from or by the Contractor in respect of claims for direct costs due to, or remedial action arising from, among other things, the remediation of any Service Failure by the Contractor or another EM Contractor.
  - (B) Integration Claim Payments are a reduction of the amounts payable in respect of the
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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Services and do not include VAT. The Contractor shall set-off the value of any Integration Claim Payment against the appropriate invoice in accordance with the provisions of this Schedule.

- (C) Integration Claim Receipts follow the recovery of direct costs to which the Contractor is entitled (including any Liquidated Damages recovered from any other EM Contractor) due to any Service Failure, or any remediation action due to a Service Failure, by any EM Contractor.
- (D) The Contractor confirms that it has modelled the Integration Claims to which it may be subject or which it may bring under this Contract and has taken them into account in setting the level of the Contract Price.

**3.6 Legacy Services**

- (A) The Legacy Services and [REDACTED] Services are described in Schedule 26 (Legacy Services). The applicable charges and payment terms are set out in Schedule 26. For the avoidance of doubt at the Contract Reset Date the Legacy Services and [REDACTED] are pre-existing services which the Authority receives the benefit of.

**4. Additional Payments****4.1 Gain Share**

- (A) The Authority wishes to incentivise the Contractor to continuously improve the financial efficiency of the Services through the use of gain share arrangements as described in this Paragraph 4.1 (“**Gain Share**”) and Paragraph 4.2 (“**Percentage Profit Share**”).
  - (B) Additional provable efficiencies, over and above the efficiencies already included in the Financial Model, achieved through improvements in the Contractor’s delivery processes that have been initiated by the Contractor, or in conjunction with another EM Contractor, may be eligible for Gain Share as set out in Subparagraphs (C) to (F) below. Operational service and scope changes required by the Authority shall not be eligible for Gain Share, including those initiated by another EM Contractor.
  - (C) Where the Contractor identifies an efficiency initiative that will enable the Services to be delivered for less than costs as set out in the Financial Model in Appendix A2 and has a subsequent reduction in the price outlined in Financial Model, the Contractor shall present a “Gain Share Proposal” at the Innovation and Change Group identifying:
    - (1) any actions required from the Contractor, the Authority, any Authority Related Party and/or any Agency to facilitate the Gain Share Proposal;
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (2) the whole-life benefits to be achieved from such initiative;
  - (3) a programme for undertaking such actions and the date by which they will be completed;
  - (4) the cost of implementation; and
  - (5) the proposed criteria for the purpose of auditing completion of the Gain Share Proposal.
- (D) Following receipt of a Gain Share Proposal, the Authority shall, within fourteen (14) Days:
- (1) agree it in principle subject to agreement of the applicable terms as described in Paragraph 4.1(F); or
  - (2) reject it; or
  - (3) require the Contractor to submit further details or a revised Gain Share Proposal for discussion on a date to be specified by the Authority.
- (E) Where the implementation of a Gain Share Proposal agreed in principle by the Authority pursuant to Paragraph 4.1(D)(1) requires additional cost to be incurred by the Authority, any Authority Related Party and/or any Agency, the cost shall be determined using the Integrated Contract Change Procedure and deducted from benefits to be achieved prior to the calculation of Gain Share.
- (F) Following agreement in principle of any Gain Share Proposal, the Authority and the Contractor shall agree a plan (the “**Gain Share Plan**”) that shall include:
- (1) a mobilisation programme;
  - (2) the cost of implementation and method for recovery of such costs;
  - (3) an updated Financial Model, showing:
    - (a) an updated cost model based on the same forecast volume assumptions as those provided in Appendix A4 which show the difference in underlying costs and supporting assumptions to those outlined in the Financial Model shown within Appendix A2;
    - (b) the impact of the Gain Share on the Monthly Management Fee Payment; and
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**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (c) updated prices within the “Payment Mechanism” worksheet set out in the Financial Model; and
- (4) any agreed changes to this Contract arising from the Gain Share Proposal, including adjustment of the Percentage Management Fee (“**PMF**”) calculated as the PMF set out in Paragraph 6.5(A);
- and which shall be authorised by both Parties pursuant to a Change Notice issued in accordance with the Integrated Contract Change Procedure.
- (G) For the avoidance of doubt, both a Gain Share Proposal and Gain Share Plan must be prepared by the Contractor and evidence of approval from the Authority must be obtained for the gain share arrangement to commence. The approved Gain Share Proposal and Gain Share Plan shall be appended to Appendix C.

**4.2 Percentage Profit Share**

- (A) Where on an annual basis the Contractor achieves an Actual Gain greater than the MMFP for the year then the percentage profit share mechanism below will be applied.
- (B) The Contractor will calculate their Actual Profit Percentage (“**APP**”) for the year, as:

$$\text{APP} = (\text{Adjusted Revenue} - \text{Actual Cost}) / (\text{Actual Cost});$$

Where:

$$\text{Adjusted Revenue} = \text{Actual Revenue} - \text{ORP} - \text{MPP} - \text{MRP} - \text{COP for the year}$$

- (C) The Contractor will use the Percentage Management Fee (“**PMF**”) as set out in Paragraph 6.5(A).
- (D) The difference between the APP and PMF shall be apportioned between the Contractor and the Authority in line with the Percentage Profit Share mechanism as set out in the following table. The apportionment values set out in columns 3 and 4 of the table below shall only be applied to the relevant fraction of the Additional Profit Percentage. For example, if the PMF is 8% and the Actual Profit Percentage is 15% then, in line with the Percentage Profit Share table, 8% of it shall not be shared at all, 5% of it shall be shared in accordance with band 2 and 2% shared in accordance with band 3.

<b>Gain Share Profit Percentage</b>	<b>Gain Share Profit Percentage</b>	<b>Contractor apportionment of the Additional Profit Percentage</b>	<b>Authority apportionment of the Additional Profit Percentage</b>

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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<b>Band</b>			
	Equal to or less than the BPMF	N/a	N/a
	Greater than the BPMF but equal to or less than the BPMF plus 5 percentage points	██████	██████
	Greater than the BPMF plus 5 percentage points but equal to or less than the BPMF plus 10 percentage points	██████	██████
	Greater than BPMF plus 10 percentage points	██████	██████

- (E) To allow the Authority to calculate the Percentage Profit Share and its entitlement to Additional Profit Percentage, without prejudice and in addition to the Authority's other rights under this Contract, the Contractor shall provide the Authority with a cumulative calculation in both paper and electronic copy of its Actual Revenue, Actual Costs, Actual Gain and the Percentage Profit Share for the preceding Contract Year(s), in a format set out in Appendix B. The calculation shall:
- (1) be certified by the ██████ or an appropriate finance manager of no less seniority of the Contractor as being accurate and not misleading and in conformity with all the terms of this Schedule;
  - (2) at the Authority's discretion, be verified by the Contractor's external financial auditors within thirty (30) days of request; and
  - (3) include any Additional Profit Percentage from arrangements with Sub-Contractors.
- (F) The Contractor shall deliver its cumulative Percentage Profit Share calculation together with the supporting information within thirty (30) Business Days of the end of each Contract Year.
- (G) Following receipt by the Authority of the Percentage Profit Share calculation, the Contractor shall, at its own expense, promptly provide to the Authority any such additional information as it may reasonably request so that the Authority can verify the accuracy of the Percentage Profit Share calculation.
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (H) Within thirty (30) Business Days of receipt by the Authority of the Percentage Profit Share calculation and all additional information, the Authority shall notify the Contractor if it agrees or disputes the Percentage Profit Share calculation. In the event of a dispute, the Parties shall refer the matter to the Dispute Resolution Procedure.
- (I) On termination or expiry of this Agreement, the Contractor shall pay or credit the amounts outstanding in relation to the Percentage Profit Share to the final month invoice.
- (J) For the avoidance of doubt, any profit included in the calculation of Gain Share under Paragraph 4.1 shall be excluded from the calculation of Percentage Profit Share under this Paragraph 4.2.

**4.3 SIM Card Payment**

- (A) The Contractor shall be entitled to charge the Authority the applicable amount set out in the table below for each type of SIM Card that is delivered to the Authority (or other EM Contractor as directed by the Authority) pursuant to and in accordance with a Service Order (the "**SIM Card Payment**").

<b>SIM Card Type</b>	<b>Price (£)</b>
All	██████

- (B) Notwithstanding paragraph 4.3(A), the Contractor shall provide the ██████ SIM Cards (regardless of type) pursuant to this Contract at no charge to the Authority.
- (C) The SIM Card Payment shall be invoiced in accordance with Paragraph 5.7.

**5. Invoicing and Payment**

- 5.1 The Contractor shall submit to the Authority, in respect of each Invoicing Period (or as otherwise required below), a set of itemised and accurate invoices for that Invoicing Period, setting out individually the following items (A) – (M) below in the format agreed with the Authority as follows:

**Standard Monthly Considerations:**

- (A) the Monthly Payment (MP), detailing each component;
- (B) the Monthly Management Fee Payment (MMFP), detailed by each component part;
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (C) any Monthly Learning Curve Discount (MLCD);
- (D) any Service Credits (SC);
- (E) Integration Claim Payments (ICP);
- (F) Integration Claim Receipt (ICR); and
- (G) any SIM Card Payment;

**Any One-Off Considerations:**

- (H) the Milestone Payment, Retention Amounts, and any associated Delay Deductions;
- (I) the Allowed Caller List Solution Payment;
- (J) any revisions to payment under the Gain Share mechanism;
- (K) any credit or payment due to Percentage Profit Share;
- (L) any Redundancy Payment in respect of the relevant Month; and
- (M) any credit adjustments for charges raised or paid in error in previous months.

5.2 For the Milestone Payments (including the payment of any Retention Amounts) and the Allowed Caller List Solution Payment, the Contractor shall submit a valid invoice no earlier than the award of the relevant Acceptance Sign Off.

5.3 For the Monthly Network Service Payments, Monthly Network Usage Payment for Calls, Monthly Network Usage Payment for Data and Monthly Network Usage Payment for LBS, the Contractor shall submit a valid invoice no earlier than the end of each Invoicing Period.

5.4 For the Monthly Management Fee Payment the Contractor shall submit its valid invoice to the Authority no earlier than the end of each Invoicing Period.

5.5 For the Service Credit the Contractor shall apply the relevant Monthly amount calculated in accordance with Paragraph 3.4.

5.6 For the Redundancy Payment, the Contractor shall submit a valid invoice no earlier than five (5) Business Days after CPP.

5.7 For the SIM Card Payment, the Contractor shall submit a valid invoice for the relevant number of SIM Cards delivered to the Authority, no earlier than the end of the Month in which such SIM Cards were delivered.

5.8 The Contractor shall record the details of each component of the Monthly Payment

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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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during the term of the Contract and shall provide detailed breakdowns of each as part of the calculation of the monthly invoice. The Contractor shall make such details available to the Authority in spreadsheet (Microsoft Excel 2003) format and upon request by the Authority provide further details requested to verify the calculation of the monthly invoice.

- 5.9 Invoices may not be dated any earlier than the last day of the Month of actual Service provision and the date the Authority receives the invoice, or the invoice's actual date (whichever is the later), shall be the binding date that determines payment.

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**6. Prices, Price Baselines and Volumetric Baselines**

**6.1 Milestone Payment**

<b>Payment Milestone (From Schedule 6)</b>	<b>Linked Schedule 5 Mobilisation Stage</b>	<b>Total Mobilisation Cost</b>	<b>Milestone Payment (£)</b>	<b>Planned Completion Date</b>	<b>Retention Amount</b>
M1 Fat Entry	M1 FAT entry	██████	██████	Refer to Schedule 5	██████
M2 SIT Entry	M2 SIT Entry	██████	██████		██████
M3 UAT	M3 UAT	██████	██████		██████
M4 OAT Entry	M4 OAT Entry	██████	██████		██████
M5 Solution Readiness Entry	M5 Solution Readiness Entry	██████	██████		██████
M6 Ready to Go Live	M6 Ready to Go Live	██████	██████		██████
CPP: Contractor Performance Point (CPP)	CPP: Contractor Performance Point (CPP)	██████	██████		██████
	<b>Total Mobilisation Cost (MCR241)</b>	██████	██████		██████

**6.2 Allowed Caller List Solution Payment Milestone**

<b>Allowed Caller List Payment</b>	<b>Firm Price (£)</b>	<b>Planned Completion Date</b>
Ready for service	██████	Refer to Schedule 5

**6.3 Redundancy Payment**

<b>Redundancy Payment</b>	<b>Payment Year 1 (£)</b>
Fully Loaded Payroll Cost for Staff During Consultation Period	██████
Fully Loaded Payroll for Staff During Notice Period/PILON	██████
Statutory Redundancy	██████

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**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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<b>Total Redundancy</b>	██████████
<b>Redundancy Payment Date</b>	Refer to Schedule 5

**6.4 Monthly Network Service Payment (MNSP)**

- (A) The Monthly Network Service Payment for each Invoicing Period in each Contract Year from the Payment Commencement Date shall be as set out below:

	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Monthly Network Service Payment</b>	██████████	██████████	██████████

	<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Option Year 3</b>
<b>Monthly Network Service Payment</b>	██████████	██████████	██████████

**Calculations for option years are estimates based on offender number projections. .**

- (B) The Monthly Network Usage Payment for Calls for each Invoicing Period in each Contract Year from the Payment Commencement Date shall be calculated using the unit prices set out below, based on methodology in Paragraph 3.2(C)(1):

<b>Calls Banding</b>		<b>Price per mins of voice calls (£)</b>		
<b>Lower Limit (mins)</b>	<b>Upper Limit (mins)</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
██████████	██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████	██████████

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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Calls Banding		Price per mins of voice calls (£)		
Lower Limit (mins)	Upper Limit (mins)	Option Year 1	Option Year 2	Option Year 3
██████	██████	██████	██████	██████
██████	██████	██████	██████	██████
██████	██████	██████	██████	██████

- (C) The Monthly Network Usage Payment for Data for each Invoicing Period in each Contract Year from the Payment Commencement Date shall be calculated using the unit prices set out below, based on methodology in Paragraph 3.2(C)(2):

Data Banding		Price per MB (£)		
Lower Limit	Upper Limit	Contract Year 1	Contract Year 2	Contract Year 3
██████	██████	██████	██████	██████
██████	██████	██████	██████	██████
██████	██████	██████	██████	██████

Data Banding		Price per MB (£)		
Lower Limit	Upper Limit	Option Year 1	Option Year 2	Option Year 3
██████	██████	██████	██████	██████
██████	██████	██████	██████	██████
██████	██████	██████	██████	██████

- (D) The Monthly Network Usage Payment for LBS for each Invoicing Period in each Contract Year from the Payment Commencement Date shall be calculated using the unit prices set out below, based on methodology in Paragraph 3.2(C)(3):

LBS Banding		Price per band		
Lower Limit	Upper Limit	Contract Year 1	Contract Year 2	Contract Year 3
██████	██████	██████	██████	██████
██████	██████	██████	██████	██████
██████	██████	██████	██████	██████
██████	██████	██████	██████	██████

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**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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████	████	████	████	████
████	████	████	████	████
████	████	████	████	████

<b>LBS Banding</b>		<b>Price per band</b>		
<b>Lower Limit</b>	<b>Upper Limit</b>	<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Option Year 3</b>
████	████	████	████	████
████	████	████	████	████
████	████	████	████	████
████	████	████	████	████
████	████	████	████	████
████	████	████	████	████
████	████	████	████	████

**6.5 Monthly Management Fee Payment (MMFP)**

- (A) The Percentage Management Fee for each Invoicing Period in each Contract Year shall be as set out below:

	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Percentage Management Fee</b>	████	████	████

	<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Option Year 3</b>
<b>Percentage Management Fee</b>	████	████	████

- (B) The Operational Risk Payment for each Invoicing Period in each Contract Year shall be as set out below:

	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>

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**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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<b>Operational Risk Payment</b>	<b>██████</b>	<b>██████</b>	<b>██████</b>
	<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Option Year 3</b>
<b>Operational Risk Payment</b>	<b>██████</b>	<b>██████</b>	<b>██████</b>

- (C) The Mobilisation Profit Payment for each Invoicing Period in each Contract Year shall be as set out below:

	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Mobilisation Profit Payment</b>	<b>██████</b>	<b>██████</b>	<b>██████</b>

- (D) The Mobilisation Risk Payment for each Invoicing Period in each Contract Year shall be as set out below

	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Mobilisation Risk Payment</b>	<b>██████</b>	<b>██████</b>	<b>██████</b>

- (E) The Corporate Overhead Payment for each Invoicing Period in each Contract Year shall be as set out below:

	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Corporate Overhead Payment</b>	<b>██████</b>	<b>██████</b>	<b>██████</b>
	<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Option Year 3</b>
<b>Corporate Overhead Payment</b>	<b>██████</b>	<b>██████</b>	<b>██████</b>

- (F) The Monthly Learning Curve Discount for each Invoicing Period in each Contract Year
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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shall be as set out below:

	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>MLCD</b>	██████	██████	██████

- 6.6 The one off charge for SMS decommissioning is ██████. The Contractor may invoice for this charge following EM Contract Reset
- 6.7 The one off charge for work completed in respect of EMS- 6503 as described in Schedule 2 (Requirements) is estimated at ██████ but may vary once the Contractor commences work. The Contractor may invoice for this charge following EM Contract Reset
- 6.8 The one off charge for work completed in respect of EMS- 6504 as described in Schedule 2 (Requirements) is ██████ but may vary once the Contractor commences work . The Contractor may invoice for this charge following EM Contract Reset.
- 6.9 The payments, fees and charges set out in this Schedule 6 specifically exclude the cost items marked as “Out of Scope” in the Authority’s MCR0241 set out in file reference “██████”.

7. **Financial Indicators Report**

- 7.1 In order to support the Authority's assessment of the value for money of the Services throughout the Contract Period, the Contractor shall provide the Authority at each monthly Contract Review Meeting with a written financial indicators report which shall provide details of utilisation of the Contractor's Staff, showing the level of productivity in the workforce, to provide (inter alia) a basis for reviewing any possible Gain Share Plan and for assessing the impact of a Change. The method for calculation shall be developed by the Authority with the Contractor prior to the Services Commencement Date.
- 7.2 The Contractor will provide monthly data to verify the invoicing as outlined in Appendix C.

8. **Open Book Reporting**

- 8.1 The Contractor shall prepare and maintain an Open Book Report. Within thirty (30) days of the end of each six (6) Month period from the Services Commencement Date,
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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the Contractor shall deliver to the Authority the Open Book Report.

- 8.2 The Open Book Report must be certified by the Head of Enterprise Finance of the Contractor as being accurate and not misleading and in conformity with all the terms of this Schedule;
- 8.3 The Open Book Report shall be used as necessary by the Parties to support discussions relating to Gain Share and the Percentage Profit Share, as well as for audit procedures, termination compensation and the Integrated Contract Change Procedure.

9. **Financial Model and Change Mechanism**

**Introduction**

- 9.1 This section details the requirements for the Financial Model that is to be supplied by the Contractor to enable the Authority to identify how the Contractor calculates the Contract Price including for the purposes of the exercise of the Authority's rights of audit as set out in Clause 28 and Schedule 12 (Audit) and the calculation of any entitlement to Gain Share or Percentage Profit Share pursuant to Paragraph 4.1 of this Schedule. The Contract Price shall be calculated in accordance with the provisions stated in this schedule and shall be calculated such that all payments made prior to Payment Commencement Date will be exclusive of profit and risk.
- 9.2 The Contractor and the Authority will both retain copies of the Financial Model in hard and soft copy and the Contractor shall provide the Authority with updates to the Financial Model in accordance with the provisions of this Schedule.
- 9.3 The Financial Model shall be used together with the rates set out in this Schedule (including those in Appendix A.3) as a basis for considering any changes to the Contract Price in accordance with the Integrated Contract Change Procedure and for such other purposes as are specifically indicated in this Contract.

**Content and Construction of the Financial Model**

- 9.4 The Financial Model shall consist of the Financial Response Template (as shown in Appendix E) including the Contractor's underlying bid model detailing the key demand assumptions and associated costs, linked through to the cost worksheets and the payment mechanism worksheet. It will include any relevant assumption or information provided in the Financial Assumptions Register (FAR). Additional information shall be added as required by the Authority.
- 9.5 The Financial Model shall:
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (A) provide sufficient detail for the Authority to have visibility of all the costs to be incurred by the Contractor and of the Contract Price to be paid in respect of the provision of the Services;
  - (B) be constructed:
    - (1) in relation to Milestone Payments on the basis set out in the Mobilisation Plan;
    - (2) in relation to Monthly Payments on an annual basis;
  - (C) quote all monetary values in pounds Sterling;
  - (D) quote all costs as exclusive of any VAT;
  - (E) provide visibility of the input costs for providing the Services throughout the Contract Period, excluding mark-up, which shall include without limitation at least the following:
    - (1) labour broken down by each job title (e.g. project manager), including the number of days and daily rate for each job title. Labour shall also be broken down and sub-totalled by the major phases of the project;
    - (2) hardware and software costs;
    - (3) depreciation policy applicable to Assets (including software and hardware);
    - (4) licence costs;
    - (5) Sub-contractor costs;
    - (6) accommodation costs (if applicable);
    - (7) overheads / mark-ups separately identified and their calculation explained;
    - (8) pricing of risk fully explained and the quantification supported by a risk matrix;
    - (9) financing costs (if applicable) showing the interest rate and calculation and the need to apply financing explained; and
    - (10) other miscellaneous costs;
  - (F) provide a reasonably skilled and experienced individual with a full analysis of the Contractor's capital and operating costs and the assumptions used to develop and modify the Contract Price set out in this Schedule;
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (G) quote all costs, prices and revenues based on current prices;
  - (H) describe any indexation assumptions relating to input costs;
  - (I) be constructed in a format and using a software tool as specified by the Authority;
  - (J) be laid out in a clear and logical manner. The overall flow of information in the Financial Model shall flow from inputs, to calculations, to outputs, with the final output being in tables. Any formulae in the Financial Model shall not contain a mixture of inputs and calculations. Any column labelling in the Financial Model shall be consistent between worksheets;
  - (K) shall include a cash flow statement that shows the timing and relationship between the planned costs and the revenue which the Contractor expects to receive;
  - (L) clearly show the calculation of any financing charges associated with outstanding balances (between costs incurred and revenue received); and
  - (M) provide visibility of profit (and the calculation of profit) both as a value and as a percentage and show the Project Internal Rate of Return.
- 9.6 The Contractor shall, if requested by the Authority, provide (or procure the provision of) the above level of information in relation to the costs and expenses to be incurred by any of its Sub-contractors or third party suppliers.

**Visibility Through The Financial Model**

- 9.7 Upon request of the Authority the Contractor shall promptly provide to the Authority details of the elements used to make up any Contract Price.
- 9.8 The Contractor shall provide to the Authority the following information in relation to the Contract Price:
- (A) the Contractor's total fixed price for the Services and/or Deliverables;
  - (B) the margin included in that total fixed price;
  - (C) a list of the agreed prices against each manpower grade in the Financial Model;
  - (D) a list of the costs underpinning those prices for each manpower grade in the Financial Model, being the price less the margin;
  - (E) a summary of the costs broken down against each Service and/or Deliverable;
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (F) details of any other manpower costs, not already included in these rates, for all activities to be undertaken;
- (G) explanation of any underlying assumptions regarding:
  - (1) overtime rates;
  - (2) standard hours;
  - (3) accommodation charges; and
  - (4) discounts applied;
- (H) a resource estimating model to support the Contract Price/Changes if applicable;
- (I) a breakdown of manpower resources by the number and type of Contractor's Staff (including any Sub-contractors) required for each Deliverable and/or Service and free of any contingency. This should also apply to third party costs;
- (J) the total price of Deliverables broken down by volume, unit cost and margin;
- (K) any additional activities, costs and, risks that may impact the Authority and which are not already covered by the Contract Price;
- (L) an explanation of the type and value of risk associated with the provision of Services, including the amount of money attributable to each risk;
- (M) an explanation and supporting details of any financing costs applicable to the Contract;
- (N) a statement of the Contractor's anticipated cash flow for the Contract Period;
- (O) the actual Contract Price profile for each Invoicing Period; and
- (P) any additional information as the Authority reasonably requires.

**Custody of the Financial Model**

- 9.9 Immediately after execution of this Contract and following agreement by both parties of the changes to the Financial Model and Financial Assumptions Register under Paragraph 9.10, the Contractor shall deliver two (2) soft copies and two (2) hard copies of the Financial Model and Financial Assumptions Register to the Authority, the **“Baseline Financial Model”**.

**Updates to the Financial Model**

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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 9.10 Any updates to the Financial Model and the Financial Assumptions Register shall reflect, be consistent with and be made only in accordance with the provisions of the Integrated Contract Change Procedure.
- 9.11 All changes to the Financial Model and the Financial Assumptions Register should be auditable and implemented and documented under formal version control.
- 9.12 The Contractor shall, inter-alia, revise the Financial Model and/or the Financial Assumptions Register in order to reflect any inputs, modifications or other amendments to the Financial Model and/or the Financial Assumptions Register which are effected pursuant to the Contract, including but not limited to any amendments made to the Financial Model and/or the Financial Assumptions Register which arise from:
- (A) the implementation of a Change which affects the Contract Price; and
  - (B) any changes to the Contractor's accounting practices.
- 9.13 Each Financial Model and Financial Assumptions Register shall be constructed using the same methodology as that used for the then current Financial Model and Financial Assumptions Register, and shall be consistent with and made in accordance with the provisions of this Contract.
- 9.14 The Contractor shall adhere to and apply the following principles when preparing an updated Financial Model and/or Financial Assumptions Register:
- (A) any amendment which is made in order to evaluate the impact of any inputs, modification or other adjustment shall relate only to such inputs, modification or other adjustment; and
  - (B) no amendment shall affect, in any way whatsoever, the performance of the Services, save as agreed in accordance with the Integrated Contract Change Procedure.
- 9.15 On the occurrence of any event which requires the Financial Model and/or the Financial Assumptions Register to be updated, the Contractor shall effect the change on the latest version of the Financial Model and/or Financial Assumptions Register and deliver the updated Financial Model and/or Financial Assumptions Register, to the Authority for approval. The Contractor shall ensure that each version of the Financial Model and/or the Financial Assumptions Register delivered to the Authority shall be certified by the Head of Enterprise Finance of the Contractor as being accurate and not misleading and in conformity with all generally accepted accounting principles within
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**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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the United Kingdom.

- 9.16 Unless the Authority wishes to dispute the Financial Model and/or Financial Assumptions Register, the Authority shall approve the updated Financial Model and/or Financial Assumptions Register within thirty (30) days of receipt of the same (or such other period as the Authority advises the Contractor in writing).
- 9.17 If the Authority approves the updated Financial Model and/or Financial Assumptions Register submitted by the Contractor, it shall advise the Contractor of its decision in writing and the updated and approved Financial Model and/or Financial Assumptions Register shall become, with effect from the date of such approval, the updated Financial Model and/or Financial Assumptions Register in place for the purposes of the Contract.

**Certification of Costs**

- 9.18 The Contractor shall, on each anniversary of the Commencement Date, and also at the request of the Authority, such additional requests not to exceed five occasions over the Contract Period, provide to the Authority, a certificate of all of the costs incurred by the Contractor under this Contract within fifteen (15) Business Days of such request. The Certificate should be signed by the Head of Enterprise Finance.
- 9.19 The Certificate of Costs should follow the same model/structure as the Financial Model and each Certificate should set out the variances between the Certificate and the Financial Model for the relevant Contract Year.
- 9.20 Following receipt of the certificate of costs, the Contractor shall provide to the Authority any reasonable additional information to enable the Authority to verify the accuracy of the certificate of costs.
- 9.21 The Contractor shall meet with the Authority at monthly intervals during the Contract Period to monitor the key elements of the Financial Model and the Contractor shall highlight directly to the Authority any variances from the Financial Model.
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**Appendix A: Baseline Financial Model****A1. NOT USED**

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**A2. Financial Model (including FRT)**



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[illegible]



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**Appendix B**

**Percentage Profit Share Calculation**

Not Applicable

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**Appendix C Gain Share**

Details of all approved Gain Share Proposals and Gain Share Plans must be incorporated in this Appendix C.

Not Applicable



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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**Appendix D Open Book Reporting Template**

The Contractor shall provide the Open Book Report in the format outlined below:

To be confirmed

**Appendix E Financial Response Template****Included as separate document**

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**SCHEDULE 7**

**CONTRACT DELIVERY INDICATORS**

1. **Not used.**

2. **Scope**

2.1 This Schedule sets out the Contract Delivery Indicators (CDIs) which the Contractor is required to achieve when delivering the Services, the mechanisms by which Incidents, Service Failures and Defaults will be managed and the method by which the performance of the Services by the Contractor will be monitored. This Schedule comprises:

(A) Part A: Contract Delivery Indicators (and associated Appendix A); and

(B) Part B: Performance Monitoring.

2.2 The Services provided by the Contractor constitute a critical link between Courts, Prisons, the police and other Agencies. Poor performance at any stage in the process is likely to cause disruption to the administration of justice and, as such, is of significant public interest.

2.1 The Authority has identified Contract Delivery Indicators (CDIs) that apply to each EM Contractor. The CDIs that apply to the Services are attached at Appendix A to this Schedule 7. The order in which the CDIs appear does not indicate relative priority.

2.2 Each of the CDIs specifies the CDI Target(s), the frequency of measurements and the CDI Remedy that shall apply in the event of poor performance.

2.3 The CDIs relate solely to the Contractor's performance in respect of the relevant specific obligations. Absence of a CDI for any other aspect of the Contractor's obligations under this Contract does not mean that the Contractor has no responsibility or liability for failure to comply with its obligations as set out in the Contract.

2.4 Poor performance gives rise to the following consequences:

(A) Service Credits;

(B) Investigation Report and Remediation Plan;

(C) Rectification Notice; and/or

(D) Termination.

2.4A For the avoidance of doubt, a failure by the Contractor to meet the timeframes set out in CDI 9 (Recovery Time Objective – Mobile Network) shall:

(A) not constitute a Default or Service Failure by the Contractor in respect of the Contractor's obligation to restore Unplanned Outages affecting the Mobile Network; and

(B) constitute a Default or Service Failure in respect of the Contractor's obligation to notify the EM Service Desk.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 2.5 Each EM Contractor shall be responsible for notifying any Incident in any part of the EM Services to the EM Service Desk as soon as possible upon detecting the Incident and in any event in accordance with the relevant Priority Level for the relevant Incident. The EM Service Desk will log each Incident immediately. For the avoidance of doubt, the timescales set out in the CDIs, including reporting and restoration targets will (unless otherwise expressly stated) run from the Incident Start Time regardless of the number of EM Contractors involved and the time at which any of them become involved.
- 2.6 In relation to any particular Incident, all contributing EM Contractors with a linked CDI will, where necessary, contribute towards the resolution of such Incident in order to meet their CDIs. The EM&FS Contractor shall be responsible for coordinating and logging the activities of all EM Contractors to ensure the recovery of the Services in accordance with each EM Contractor's applicable CDIs.
- 2.7 The Contractor shall prepare an Initial Information Report for each Priority 0 and Priority 1 Incident occurring in relation to the Mobile Network and for each Priority 1 and Priority 2 Incident occurring in relation to the Private Mobile Datalink Service and provide the Initial Information Report to the EM Service Desk in accordance with the timescales set out in the CDIs. Each Initial Information Report shall contain full details of the relevant Incident including any Remedial Action and resolution or any other format approved from time to time by the Authority.
- 2.8 In relation to each Incident, the Authority shall establish which EM Contractor is responsible for that Incident, either in the relevant Incident Report or, if further analysis and enquiry is needed, in a Root Cause Analysis. The Authority shall coordinate a Root Cause Analysis. In the event that any Incident is or becomes a Service Failure or results in a CDI not being achieved:
- (A) an EM Contractor which is identified as being solely responsible for the cause(s) of the relevant Incident will breach their corresponding CDIs in their EM Contract;
  - (B) where two or more EM Contractors are identified as being responsible for the cause(s) of the relevant Service Failure, such EM Contractors will breach their corresponding CDIs in their EM Contracts. The Authority shall apportion the level of liability for the Service Failure based on each EM Contractor's contribution to the Service Failure and apply a commensurate proportion of each defaulting EM Contractor's applicable Service Credits;
  - (C) subject to meeting the obligations in its respective EM Contract to contribute towards the resolution of the relevant Incident and as notified and requested by the Authority, any EM Contractor which breaches its corresponding CDIs in its EM Contract but is not identified as being responsible for the cause(s) of the relevant Incident will not be liable for Service Credits in respect of such breach;
  - (D) in circumstances where an EM Contractor is identified in a subsequent Investigation Report produced by the Authority as not being responsible for the cause(s) of the relevant Incident but has failed to meet its obligations in its EM Contract to contribute to the resolution of such Incident pursuant to Paragraph 2.8(C), the Authority shall determine to apportion liability for Service Credits

between such EM Contractor and/or the EM Contractor(s) responsible for the cause or the failure to achieve the resolution as appropriate, and then apply a proportion of each EM Contractor's applicable Service Credits accordingly; and

- (E) any EM Contractor involved in the relevant Service Failure shall be entitled, to the extent not included in any of the subparagraphs above, to claim relief from its relevant contractual obligations to that same extent and, as appropriate, make an Integration Claim. If the Contractor, as regards the cause of a Service Failure, falls into one of the subparagraphs above but does not in relation to the relevant Service Failure have a corresponding CDI, any other EM Contractor involved in the Service Failure shall be entitled to claim appropriate relief on the basis as if the Contractor had a corresponding CDI and to the extent that the Contractor has caused the relevant Service Failure.

By way of an example, where a CDI failure occurs due to an error in software provided by Contractor A, which is subsequently restored by Contractor A within the target restoration time relative to the Incident priority, but which results in the Services not being fully restored within the target restoration time set out in the CDI due to necessary actions being performed by Contractor B, Contractor A will still be liable for the Service Failure and attendant Service Credits in respect of the relevant CDIs, except where it could be shown that the reason for the delay in achieving restoration was due only to a late response by Contractor B. In such circumstances, Contractor A will be entitled to claim relief consistent with paragraph 2.8 (C) above and Service Credits for the restoration failure apportioned to the Contractor B as the sole cause of the Service Failure.

2.9 Not used.

### **Part A – Contract Delivery Indicators**

2.10 The objectives of the CDIs and the Service Credits are to:

- (A) ensure that the Services are of a consistently high quality and meet the requirements of the Authority in accordance with the Contract;
- (B) provide a mechanism whereby the Authority can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the level of Service for which it has contracted to deliver, subject to Paragraph 2.20 below and any Integration Claims; and
- (C) incentivise the Contractor to meet the CDIs and to remedy any failure to meet the CDIs expeditiously.

2.11 Appendix A to this Schedule sets out CDIs for the Services, the performance of which shall be measured and reported on by the Contractor.

2.12 The Contractor shall monitor its performance of each of the Services by reference to the CDI(s) and shall send the Authority a report on a monthly basis detailing the level of Service achieved in accordance with the provisions of Part B of this Schedule.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 2.13 Within a timescale agreed with the Authority, the Contractor shall provide the Authority with a draft template setting out all supporting data that may be required for verification of CDI performance.
- 2.14 The Contractor shall, at all times, provide the Services in such a manner that the CDIs are achieved, subject to any reliefs that may be available to the Contractor pursuant to this Contract.
- 2.15 If the level of performance of the Contractor of any element of a Service during an Invoicing Period:
- (A) achieves the CDI Target for each CDI no Service Credits will accrue to the Contractor in respect of that element of the Service;
  - (B) is below the CDI Target in respect of each CDI the appropriate number of Service Credits will accrue to the Contractor in accordance with Appendix A; or
  - (C) constitutes a Critical Service Failure, the Authority shall be entitled to issue a Rectification Notice; and, in the event of the Contractor failing to comply with such Rectification Notice, to terminate this Agreement for material breach not capable of remedy pursuant to Clause 46.2.1 (Termination by the Authority for Contractor Default); and/or seek damages in addition to any Service Credits which have already been accrued by the Contractor and are payable to the Authority.
- 2.16 If the CDI Remedy in relation to a CDI specified in Appendix A is Remediation/Rectification/Termination, then upon the occurrence of a Service Failure in respect of that Contract Delivery Indicator the provisions set out in Paragraphs 3.16 to 3.28 shall apply.

**Related Failures**

- 2.17 Where a specific event occurs that causes the Contractor to miss two or more CDIs then the Contractor shall only be deemed to have failed the CDI which has the highest value of Service Credits applying to it.
- 2.18 Where in any Invoicing Period any single Service Failure results in the failure of CDI 11 or 12 (recovery time objective) and any one or more of CDIs 4 or 5 (availability), only the Service Credits for CDIs 4 or 5 (availability) shall apply except where the sum of the Service Credits for failure to achieve CDI 11 or 12 (recovery time objective) is greater than any Service Credits for the failure of CDI 4 or 5 (availability) in which case Paragraph 2.15 above shall apply. In any event failure to achieve CDI 11 or 12 (Recovery Time Objective) shall be taken into account in determining whether a Remediation Plan shall be prepared.

**Service Credits**

- 2.19 The Service Credit model identified in Appendix A against each CDI sets out the mechanism by which Service Credits will be calculated.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 2.20 The Authority shall use the Performance Monitoring Reports to, among other things, verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Invoicing Period including in connection with the exercise of the Authority's rights of audit as set out in Clause 29 (Audit Access).
- 2.21 Service Credits will be treated as a reduction of the amounts payable by the Authority in respect of the Services and will not include VAT. The Contractor shall set-off the value of any Service Credits against the appropriate invoice in accordance with the provisions of Schedule 6 (Price and Payment Mechanism).
- 2.22 The Contractor shall automatically credit the Authority with Service Credits in accordance with Schedule 6 (Price and Payment Mechanism). Service Credits which accrue in a particular Invoicing Period shall be shown by the Contractor as a deduction from the amount due from the Authority to the Contractor in the invoice to be issued under this Contract in the following Invoicing Period. If no invoice is due to be issued then the Contractor shall issue a credit note against the previous invoice and the amount for the Service Credits shall be repayable by the Contractor as a debt within ten (10) Business Days of issue.
- 2.23 Where Service Credits are provided as a remedy for a Service Failure in respect of the relevant Services they shall be the Authority's exclusive financial remedy except where:
- (A) there is any Critical Service Failure;
  - (B) there are any Integration Claims for damages or remediation costs arising directly from the Service Failure;
  - (C) the Service Failure has arisen due to theft, gross negligence, fraud, or wilful default;
  - (D) the Service Failure results in corruption or loss of data; or
  - (E) the Authority is otherwise entitled to or does terminate this Contract pursuant to Clause 46.2 (Termination by the Authority for Contractor's Default).
- 2.24 Where Service Credits are not provided as a remedy for a Service Failure and the Contractor has failed to address such a Service Failure to the reasonable satisfaction of the Authority pursuant to a Rectification Notice, then the Authority may, on written notice to the Contractor, withhold a proportionate amount of the Monthly Charges for those Services until such time as the relevant Service Failure is remedied.

3. **Part B – Performance Monitoring**

- 3.1 This Part B provides the methodology for monitoring the Services:

- (A) to ensure that the Contractor is complying with the CDIs; and
- (B) for identifying any Service Failures or other Defaults in the performance of the Contractor and/or delivery of the Services via the Performance Monitoring



System.

- 3.2 No later than forty (40) Business Days prior to the Service Commencement Date, or such time as may be agreed by the Authority, the Contractor shall provide the Authority with a draft Performance Monitoring System and as a minimum, include details of the Contractor's proposals in respect of the following:
- (A) notifications to the EM Service Desk of Incidents and/or Service Failures or other Defaults in the Contractor's performance and/or delivery of the Services;
  - (B) Contractor's self-monitoring in accordance with the Performance Monitoring System using an industry recognised help desk tool;
  - (C) Satisfaction Surveys;
  - (D) performance reviews;
  - (E) Authority audits;
  - (F) the processes and systems the Contractor will put in place to monitor effectively its performance of the Services as against the CDIs;
  - (G) the format and content of the Performance Monitoring Report; and
  - (H) how the Contractor will comply with the obligations set out in Part B of this Schedule.
- 3.3 The Authority shall notify the Contractor within ten (10) Business Days of its receipt of the draft Performance Monitoring System and of its response (approval or rejection) to it. The draft Performance Monitoring System shall not be deemed to have been approved if no notice of approval is given during such period. If the draft Performance Monitoring System is approved by the Authority it shall be adopted from the Services Commencement Date.
- 3.4 If the Authority gives notice of its rejection of the draft Performance Monitoring System, it shall in such notice identify the changes it requires to be made to it. The Contractor shall amend the draft Performance Monitoring System so as to incorporate the changes required by the Authority and re-submit the amended draft Performance Monitoring System to the Authority for approval within five (5) Business Days of receipt of the Authority's rejection notice. If the Authority does not approve the draft Performance Monitoring System following its resubmission to the Authority pursuant to the provisions of this Paragraph 3.4, the matter shall be resolved in accordance with the Dispute Resolution Procedure.
- 3.5 Not used.
- 3.6 The Contractor shall ensure that the Performance Monitoring System shall be maintained and updated on a monthly basis by the Contractor as may be necessary to reflect the then current state of the Services. Any updated Performance Monitoring

System shall be forwarded to the Authority for approval within five (5) Business Days of receipt by the Contractor of the request from the Authority for the update. The Authority shall be entitled to require reasonable amendments to the updated Performance Monitoring System, provided in all cases that the Authority has confirmed that the proposed amendments are consistent with an integrated Performance Monitoring System covering all EM Contractors and the Contractor shall make such amendments and re-submit a further updated Performance Monitoring System to the Authority for approval. Until such time as the updated Performance Monitoring System is approved by the Authority the Performance Monitoring System then existing (that is to say prior to the update) shall continue to apply.

- 3.7 The Authority shall be entitled to request one routine change to the Performance Monitoring System in each Contract Year. Further changes shall be subject to the Integrated Contract Change Procedure.
- 3.8 Without prejudice to the provisions of Paragraphs 3.6 and 3.7 of this Part B each of the Authority and the Contractor shall have the right to propose any Changes to the Performance Monitoring System in accordance with the Integrated Contract Change Procedure. For the avoidance of doubt, any requests for Changes to the Performance Monitoring System shall be dealt with via the Integrated Contract Change Procedure.

### **Reporting Of Service Failures and Breaches**

- 3.9 Not used.
- 3.10 The Contractor shall ensure all Service Failures or other Defaults are reported to the EM Service Desk.
- 3.11 The EM Service Desk will ensure that all reported Service Failures or other Defaults from any EM Contractor are logged immediately on receipt in the respective Service Failure Log(s), (together with the remediation activity subsequently undertaken) and will be notified to the Authority. The Authority shall have verification rights in relation to the Service Failure Logs including in connection with the exercise of the Authority's rights of audit as set out in Clause 29.
- 3.12 Where the EM Service Desk receives more than one report of a Service Failure or other Default then all such reports shall be logged by the EM Service Desk on the Service Failure Log (but for the avoidance of doubt, the first report shall be deemed to be the Service Failure Report).
- 3.13 The EM Service Desk will immediately investigate each Service Failure or other Default, and a priority classification shall be assigned by the Authority (unless the Service Failure or Default relates to the Mobile Network in which event the Contractor shall assign the priority classification) and request remediation activity as appropriate, to the extent that these activities have not already been undertaken in relation to any Incident that has given rise to the Service Failure or other Default. The Authority may choose to prepare an Investigation Report including as a minimum the information set out in Paragraph 3.15 to identify from the Initial Information Report (where an Incident has given rise to the Service Failure or Default), the Service Failure Log and any other information provided by other EM Contractors and/or any Root Cause Analysis (as applicable) the

nature of the Service Failure or other Default, the reasons for it, the EM Contractor(s) responsible for the relevant Incident and its likely impact on the EM Services.

- 3.14 The Authority shall create each Investigation Report in accordance with the Priority Level and type of Service Failure or other Default that it investigates. The Authority shall provide a copy of such Investigation Report to all affected parties. In addition to the matters set out in Paragraph 3.15, each Investigation Report will, wherever possible, set out the remediation activities that have been taken to resolve the Service Failure or other Default and, where applicable, recommendations of any further remediation activities that may be required to resolve the Service Failure or other Default and/or to ensure that it does not re-occur. The Contractor shall comply with all reasonable recommendations or requests for remediation activities made by the Authority to resolve the Service Failure or other Default.
- 3.15 The Authority shall ensure that, as a minimum, the following details are recorded in each Investigation Report in respect of each Service Failure or other Default:
- (A) a unique report number (report numbers shall be applied sequentially);
  - (B) the date and time the report is received at the EM Service Desk;
  - (C) the nature and location of the Service Failure or other Default;
  - (D) the person/organisation making the report;
  - (E) the priority level assigned to the Incident(s) related to the Service Failure or other Default (in accordance with Appendix A of this Schedule);
  - (F) an estimate (produced with all due care and diligence) of the number of Service Users which are affected by the Service Failure or other Default (whether they are individual users or groups of users);
  - (G) the action which has been taken to rectify the Service Failure or other Default;
  - (H) details of any communication with the Authority's Representative in connection with the Service Failure or other Default;
  - (I) notes/comments regarding any mitigating circumstances with regard to the Service Failure or other Default;
  - (J) either the Authority's plans for further activity, if required, for remedying the Service Failure or other Default and/or for preventing the Service Failure or other Default from re-occurring including details where applicable of the estimated time within which such Service Failure or other Default will be remedied; or, where this information is not available at the time of the Investigation Report, the Contractor's proposals for Remedial Actions, to assist the Authority in preparing a Remediation Plan where necessary;
  - (K) the action required by any other EM Contractor in order for the Service Failure

or other Default to be resolved; and

- (L) any recommendations with respect to the implementation of the relevant mechanisms within any other EM Contract where a CDI failure has occurred, the award of Service Credits and, where applicable, granting relief from liability by the Authority for the Contractor (where so directed by the Authority and where so permitted under this Contract).

### **Remediation Plan**

- 3.16 Further to Paragraph 3.15(J), where a Service Failure or other Default has not been remedied, the Authority shall develop a Remediation Plan in order to investigate all of the circumstances of the Service Failure or other Default and to identify appropriate Remedial Actions to address the impact on the EM Services. The Remediation Plan shall be updated by the Authority on a regular basis to comprise a complete and accurate record of the progress of the development of the Remediation Plan and of any Integration Claims arising as a result. The Authority shall maintain a central register of all Remediation Plans created from time to time
- 3.17 Each Remediation Plan shall set out a plan addressing the additional remediation of the impact of the Service Failure or other Default by the carrying out of appropriate actions by each of the EM Contractors as necessary to mitigate the impact of the Service Failure or other Default on the EM Services and each Party and remedy the situation as soon as is reasonably practicable and having regard to the applicable priority status.
- 3.18 Whenever any Remediation Plan is produced by the Authority pursuant to the Remediation Plan process, the Contractor shall carry out any Remedial Actions as specified in the Remediation Plan pursuant to the “fix first” principle.
- 3.19 The Parties acknowledge that, unless specified to the contrary in the relevant Investigation Report or the Remediation Plan, the carrying out of any Remedial Actions by the Contractor pursuant to an Investigation Report or a Remediation Plan shall be without prejudice to the allocation of liability between the Parties in respect of the:
  - (A) consequences of the Service Failure or other Default; or
  - (B) costs of carrying out the Remedial Actions.
- 3.20 The Parties acknowledge that a Remediation Plan may identify that changes may need to be made to one or more EM Services Contract as a result of the Remedial Actions identified in the Remediation Plan. If so, the relevant parties shall initiate a Change Request pursuant to the Integrated Change Procedure in order agree and implement the changes to the relevant EM Services Contract(s).
- 3.21 The Contractor shall promptly notify the EM Service Desk of the occurrence of any Priority 1 or Priority 2 Incident (in respect of the Private Mobile Datalink Service) or Priority 0 or Priority 1 Incident (in respect of the Mobile Network), whether or not it is a Service Failure or other Default and in all circumstances by the relevant time set out in Appendix A.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 3.22 Whenever requested by the Authority (acting reasonably), the Contractor shall provide to the Authority an up-to-date status report with respect to each Service Failure or other Default.
- 3.23 The EM Service Desk will initially determine the priority level (unless the Service Failure or Default relates to the Mobile Network in which event the Contractor shall determine the priority level) which relates to each Incident causing any Service Failure or other Default as determined in accordance with Appendix A of this Schedule. The Contractor or the Authority shall be entitled to challenge the level which is allocated by the EM Service Desk. Any such challenge shall not affect the obligations of the Contractor to respond to the Service Failure or other Default in accordance with the level initially allocated by the EM Service Desk or the Authority.
- 3.24 If the Contractor fails to carry out any Remedial Action identified in a Remediation Plan in accordance with the terms of that Remediation Plan, then the provisions set out in Paragraph 3.25 shall apply.

**Rectification**

- 3.25 Where the Contractor fails to complete the Remedial Actions in a Remediation Plan by the date specified in it for their completion or to the Authority's relevant audit standards where such standards are specified in a Remediation Plan, without prejudice to any other rights and remedies under or associated with the Contract, the Authority may at its sole discretion:
- (A) agree an extension to the Remediation Plan;
  - (B) agree a revised Remediation Plan; or
  - (C) issue a Rectification Notice.
- 3.26 The Rectification Notice shall state:
- (A) the date by which the Authority requires the Contractor to complete implementation of the Remediation Plan; or
  - (B) the date by which the Authority requires the Contractor to demonstrate the reasons which prevent it from implementing the Remediation Plan and to propose changes to the Remediation Plan to allow the Contractor to complete the necessary rectification works or an alternative to the Remediation Plan;
- in each case, reserving the Authority's right to terminate if the Contractor does not comply with the Rectification Notice.
- 3.27 On receipt of a proposal pursuant to Paragraph 3.26(B), the Authority may:
- (A) agree it; or
  - (B) reject it and require the Contractor to submit a revised proposal within seven (7)

Days of such rejection.

3.28 If:

- (A) the Contractor fails to submit a revised proposal in accordance with Paragraph 3.27(B), or
- (B) the revised proposal is in the Authority's reasonable opinion unacceptable, or
- (C) within twenty-eight (28) Days of a proposal being agreed the Contractor fails to carry out and complete the rectification works specified in it to the Authority's relevant audit standards, or in the Authority's reasonable opinion fails to make substantial progress with such works,

the Authority may in its sole discretion:

- (1) agree an extension to the time for carrying out and completing the proposal;  
or
- (2) agree a revised proposal; or
- (3) issue a termination notice on grounds of Contractor Default in accordance with Clause 46.2.3.4.

### **Performance Monitoring and Performance Review**

3.29 The Contractor shall provide a Performance Monitoring Report to the Authority in accordance with CDI 19 (Monthly Reporting).

3.30 The Performance Monitoring Report shall state the Contractor's performance against each of the CDIs, identify any areas in which the Contractor's performance has resulted in the relevant Service Failure occurring, and provide reasons.

3.31 The Performance Monitoring Report shall be in the format set out in the Performance Monitoring System and shall contain, as a minimum, the following information in respect of the Invoicing Period just ended:

- (A) an executive summary;
- (B) the monitoring which has been performed in accordance with the Performance Monitoring System with a summary of any issues identified by such monitoring;
- (C) for each CDI, the actual performance achieved over the Invoicing Period, and that achieved over the previous three (3) Invoicing Periods, including overall % of performance measure met, % of performance measures missed more than once;
- (D) a summary of all Service Failures that occurred during the Invoicing Period,;
- (E) the level of each Service Failure which occurred including full details of each

Priority 1 and Priority 2 Incident during the Invoicing Period for the Private Mobile Datalink Service and Priority 0 and Priority 1 Incidents during the Invoicing Period for the Mobile Network;

- (F) Service Failures that remain outstanding and progress in resolving them;
- (G) for any Critical Service Failure occurring in the Invoicing Period, the cause of the fault and any action being taken to reduce the likelihood of recurrence;
- (H) the Service Credits to be applied in respect of that Invoicing Period indicating the Service Failure(s) to which the Service Credits relate;
- (I) a rolling total of the number of Service Failures that have occurred and the amount of Service Credits that have been incurred by the Contractor over the past six months;
- (J) relevant particulars of any aspects of the performance by the Contractor which fail to meet the requirements of this Contract;
- (K) number of problem records opened, number of problem records closed;
- (L) the number of SIM Cards in active use;
- (M) trend analysis (minimum of 12 months) should be produced for each monthly report; and
- (N) such other details as the Authority may reasonably require from time to time.

3.32 Not used.

3.33 Not used.

3.34 The Contractor shall provide the Authority with a written Quarterly Summary of the monthly Performance Monitoring Reports that have been prepared during that Quarter. The Quarterly Summary shall be provided by the Contractor to the Authority at the same time as the monthly Performance Monitoring Reports for the last month of the Quarter have been provided and shall be reviewed at the Performance Review Meeting which follows its issue. The Quarterly Summary shall contain such details as the Authority shall reasonably require.

3.35 The Parties shall attend Performance Review Meetings on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Contractor and the Authority of the draft EM Performance Monitoring Reports and Quarterly Summaries (where relevant). The Performance Review Meetings shall (unless otherwise agreed):

- (A) take place within one (1) week of the Performance Monitoring Report being issued by the Contractor;

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (B) take place at such location and time (within Business Hours) as the Authority shall reasonably require unless otherwise agreed in advance;
  - (C) be attended by the Contractor's Representative and the Authority's Representative; and
  - (D) be fully minuted by the Authority. The prepared minutes will be circulated by the Authority to all attendees at the relevant meeting and also to the Contractor's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by the Contractor's Representative, and the Authority's Representative at each meeting.
- 3.36 The Authority shall be entitled to raise any additional questions and/or request any further information regarding any Service Failure.
- 3.37 The Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance by the Contractor and the calculations of the amount of Service Credits for any specified period.
- 3.38 Where the Authority does not agree with the Contractor's assessment of performance against any of the CDIs as stated in the Performance Monitoring Report, the Authority shall notify the Contractor of the Authority's assessment of such performance. If the Parties fail to reach agreement as to the assessment of such performance within twenty eight (28) Days of the date of such notification, the matter shall be resolved in accordance with Clause 48 (Dispute Resolution).
- 3.39 Where the Authority accept the Contractor's assessment of performance as stated in the monthly Performance Monitoring Report, or following agreement or resolution of any dispute over such assessment in accordance with Paragraph 3.38, the relevant CDI Remedy as stated in Appendix A to this Schedule shall be applied in accordance with Part A and Part B this Schedule.

**Satisfaction Surveys**

- 3.40 In order to assess the level of performance of the Contractor, the Authority may undertake Satisfaction Surveys in respect of Service Users or various groups of Service Users. These surveys may consider:
- (A) the assessment of the Contractor's performance by the Service Users against the agreed CDIs; and/or
  - (B) other suggestions for improvements to the Services.
- 3.41 The Authority shall be entitled to notify the Contractor of any aspects of their performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the requirements for the Services.
- 3.42 The Contractor shall, as soon as reasonably practicable after notification from the



**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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Authority in accordance with Paragraph 3.41 of this Part B ensure that such measures are taken by it as are appropriate to achieve such improvements as soon wherever practicable.

- 3.43 Where the demand for such measures arises from Service Failures or other Defaults and the measures are required to remedy such Service Failures or other Defaults, the Contractor shall take those measures at its own cost. All other suggestions for improvements to the Services shall be dealt with pursuant to Clause 18 (Services Improvement).

**Records**

- 3.44 The Contractor shall keep appropriate documents and records (e.g. help desk records, Service Failure Log(s), staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc.) in relation to the Services being delivered and the other requirements to be satisfied. Without prejudice to the generality of the foregoing, the Contractor shall maintain accurate records of call histories in accordance with the Contractors standard policies and shall provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Contractor shall be available for inspection by the Authority and/or its nominee promptly during Business Hours and the Authority and/or its nominee may make copies of any such records and documents.
- 3.45 In addition to the requirement in Paragraph 3.44 of this Part B to maintain appropriate documents and records, the Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Contractor both before and after the Service Commencement Date and the calculations of the amount of Service Credits for any specified period.
- 3.46 The Contractor shall ensure that the Performance Monitoring System and any variations or amendments thereto, the Service Failure Log(s), any reports and summaries produced in accordance with this schedule and any other document or record reasonably required by the Authority are available to the Authority capable of being printed.

4. **Not used.**

4.1 Not used.

4.2 Not used.

4.3 Not used.

4.4 Not used.

**Appendix A: Contract Delivery Indicators**

The Contract Delivery Indicators are set out below, together with mechanisms to address performance failure.

## Variables

P = Monthly Network Service Payment (MNSP) MNUPC + MNUPD + MNUPLBS (as defined in Schedule 6)

x = remedy for initial Service Failure

y = remedy for subsequent periods of Service Failure

n = number of subsequent periods of Service Failure

m = number of instances of Service Failure

h = number of whole hours beyond restoration targets

Note: for the purposes of the worked examples, it is assumed that P = [REDACTED]

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency	CDI Remedy	Credit Model	CDI start date	Worked Example
1	2G/3G Voice Call Completion Success Rate	Voice calls successfully initiated, maintained and terminated across the National Network. Measured by the Contractor following an Ofcom approved methodology (or other methodology agreed in writing by the Parties). For the avoidance of doubt, measurement of 2G/3G Voice Call Completion Success Rate will be a measure of the National Network across all customers and shall not be specific to the Authority.	██████	Monthly	██████	██████	SCD	██████
2	2G/3G data completion success rate	2G/3G data transmitted using the National Network will be successfully received as defined by the number of data transactions that are set up and successfully delivered. Measured by the Contractor following an Ofcom approved methodology (or other methodology agreed in writing by the Parties). For the avoidance of doubt, measurement of 2G/3G Voice Data Completion Success Rate will be a measure of the National Network across all customers and shall not be specific to the Authority.	██████	Monthly	██████	██████	SCD	██████
3		Not used.						

**OFFICIAL – SENSITIVE**
**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency	CDI Remedy	Credit Model	CDI start date	Worked Example
4	Radio Access Network Availability	<p>The RAN must be Available in accordance with the Contract.</p> <p>Availability of the RAN = <math>100 \times (\text{Aggregate Cellsite Available Hours} / \text{Total Cellsite Hours})</math>.</p> <p>Where:</p> <p>"Aggregate Cellsite Available Hours" means the total of the cumulative number of hours each cellsite is Available in an Invoicing Period.</p> <p>"Total Cellsite Hours" means the total number of hours in an Invoicing Period multiplied by the number of cellsites.</p> <p>The availability of RAN shall be measured by the Contractor using availability statistics generated by its network management and monitoring systems.</p>		Monthly			SCD	
5	Private Mobile Datalink Service Availability	<p>The Private Mobile Data Link Service must be Available. For the avoidance of doubt, The Private Mobile Datalink Service will still be Available where a single datalink is used to provide the Private Mobile Datalink Service provided that there is no disruption or degradation in the quality of the Private Mobile Datalink Service.</p> <p>This CDI excludes issues to the extent caused</p>		Monthly			SCD	

**OFFICIAL – SENSITIVE**
**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency	CDI Remedy	Credit Model	CDI start date	Worked Example
		by issues beyond the reasonable control of the Contractor (e.g. issues with equipment not provided by the Contractor or issues caused by the Authority or other EM Contractor). This CDI shall be measured by the Contractor using availability statistics generated by its network management and monitoring systems.						
6	Planned Service Outage Notification – 3 Day	The Contractor shall notify the EM Service Desk and the Authority of at least [REDACTED] Planned Outages at least [REDACTED] days in advance.	[REDACTED]	Monthly	[REDACTED]	[REDACTED]	SCD	[REDACTED]
7	Not Used.							
8	Network Latency	The average round trip delay on the 2G/3G data network. A measure of the speed of the 32 byte ping from the generating handsets (those handsets that are equipped with the monitoring software and that are used on drive and walk tests), through the Mobile Network and internet to the Contractor hosted monitoring equipment and back again.  Network latency shall be measured by the Contractor using the Contractor's network	[REDACTED]	Monthly	[REDACTED]	[REDACTED]	SCD	[REDACTED]

**OFFICIAL – SENSITIVE**
**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency	CDI Remedy	Credit Model	CDI start date	Worked Example
		infrastructure and monitoring equipment) already in place for this purpose. A failure of the CDI Target shall only be deemed to have occurred if the Contractor fails both the 2G and 3G targets in a month.						
9	Deactivation of SIM Cards	Each verbal request to bar a SIM Card which is received from the EM&FS Contractor or Authority during Business Hours to disconnect shall be actioned by the Contractor within fifteen (15) minutes of the time of such request. Verbal requests must be followed up in writing. Bulk disconnection requests will be provided monthly in writing and shall be actioned by the Contractor within two (2) Business Days. This CDI relates to the Service Desk completing request, however this can then take up to twenty-four (24) hours to complete on Network. Service Desk will apply a service bar during the call to the Service Desk.		1 & 2 Monthly			SCD	



Contract For The Provision Of Electronic Monitoring Network Services – Lot 4

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Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency	CDI Remedy	Credit Model	CDI start date	Worked Example
10	SIM Logistics	Delivery of SIM Cards as specified in a Service Order by whichever is the later of: the applicable timescales as specified in accordance with requirements EMS-512 and EMS-1080 of Schedule 2 (Specification), such timescales beginning on the date the Service Order is accepted by the Contractor; or the delivery date is specified in the Service Order.		Monthly			SCD	



**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

11a	Recovery Time Objective (11a) and Notification Time (11b) – Mobile Network	The Contractor shall aim to restore Mobile Network Unplanned Outages in the following timescales  [REDACTED]	[REDACTED]	Per incident	[REDACTED]	[REDACTED]	SCD	[REDACTED]
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11b	Notification Time – Mobile Network	<p>The Contractor shall send email notifications to the EM Service Desk of Po and P1 Mobile Network Unplanned Outages (the "Initial Notification") as soon as reasonably practicable within [REDACTED] of the Incident Start Time.</p> <p>The Initial Notification will include as much information as the Contractor is able to provide. This may be limited to the fact that there is an incident, the technical area of the fault if known at the time and an indication of the level and impact of the incident, including geographic location where applicable. Subsequent communications may refine the impact statement, narrow the technical failure area and will include an immediate action plan to further the investigation and/or the recovery activity.</p>	[REDACTED]	Per Po or P1 Incident	[REDACTED]	[REDACTED]	SCD	[REDACTED]
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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency	CDI Remedy	Credit Model	CDI start date	Worked Example
12	Recovery Time Objective and Notification Time – Private Mobile Datalink Service	<p>1. Where an Incident affecting the end to end EM Services is caused by an Incident with the Private Mobile Datalink Service the Contractor shall restore the Private Mobile Datalink Service to enable the restoration of the end-to-end EM Service within the following timescales:</p> <p>Incidents will begin from the Incident Start Time.</p> <p>P1 and P2 fault restoration times use a 24/7 clock. P3 and P4 faults use a Business Hours clock.</p> <p>This CDI requires all EM Contractors within the specified restoration times, no matter where the root cause lies nor how the incident is detected. For the avoidance of doubt, the Contractor shall only be responsible for restoring the Private Mobile Datalink Service and not any other elements of the end-to-end EM Service.</p> <p>This CDI excludes issues to the extent caused by issues beyond the reasonable control of the Contractor (e.g. issues with equipment not provided by the Contractor or issues caused by the Authority or other EM Contractor).</p> <p>The Recovery Time Objective - Private</p>		Monthly			SCD	

**OFFICIAL – SENSITIVE**
**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency	CDI Remedy	Credit Model	CDI start date	Worked Example
		<p>Mobile Datalink Service CDI shall not apply during the period where the Disaster Recovery Solution being made live as described in accordance with requirement EMS-2249 of Schedule 2 (Specification) except where the implementation of the Disaster Recovery Solution is required because of a fault with the Private Mobile Datalink Service.</p> <p>2. The Contractor shall send email notifications to the EM Service Desk of P1 and P2 Incidents as soon as reasonably practicable within [REDACTED] of the Incident Start Time.</p> <p>The Initial Notification will include as much information as the Contractor is able to provide. This may be limited to the fact that there is an incident, the technical area of the fault if known at the time and an indication of the level and impact of the incident. Subsequent communications may refine the impact statement, narrow the technical failure area and will include an immediate action plan to further the investigation and/or the recovery activity.</p> <p>Incident Classification will be based upon business impact:</p>	[REDACTED]	Monthly	[REDACTED]	[REDACTED]		

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency	CDI Remedy	Credit Model	CDI start date	Worked Example
		<p>Priority 1 - Critical - An incident resulting in an inability to provide one or more of the core services i.e. Order submissions, Installations, Subject Monitoring or Enforcement Support for the majority of the user group for that particular service. Any workarounds do not support the full service load.</p> <p>Priority 2 - Important - Either an incident resulting in an inability to provide one or more of the core services, but a workaround exists which can support the full service load with only minor degradation in operational efficiency and responsiveness. Or a severe degradation of quality of one or more of the core services.</p> <p>Priority 3 - Normal - Either an incident causing disruption to multiple users, but not significantly affecting the capacity or quality of the core services. Or an incident causing the unavailability of non-core services.</p> <p>Priority 4 - Low - An incident only causing minor disruption or service degradation.</p>						

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency	CDI Remedy	Credit Model	CDI start date	Worked Example
13	Initial Information Report for each Service Failure	Each Po and P1 fault with the Mobile Network and each P1 and P2 fault with the Private Mobile Data Link Service require an Initial Information Report to be submitted by the Contractor to the EM Service Desk within [REDACTED] Business Hours of Incident resolution, measured on a 24/7 basis.	[REDACTED]	Per event	[REDACTED]	[REDACTED]	SCD	[REDACTED]
14	Root Cause Analysis	The Contractor shall within [REDACTED] Business Days of request provide to the Authority a Root Cause Analysis relating to the applicable Po and P1 fault with the Mobile Network and each P1 and P2 fault with the Private Mobile Data Link.	Assistance provided within [REDACTED] Business Days of request	Per event	[REDACTED]	N/A	SCD	[REDACTED]
15	Service Desk – Calls Answered	Service Desk Call answering times: [REDACTED] (Business Hours) [REDACTED] (outside Business Hours)	[REDACTED]	Monthly	[REDACTED]	N/A	SCD	[REDACTED]
16	Service Desk – response time – email	Routine and general email enquiries will be resolved within [REDACTED] Business Hours.	[REDACTED]	Monthly	[REDACTED]	N/A	SCD	[REDACTED]

**OFFICIAL – SENSITIVE**
**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency	CDI Remedy	Credit Model	CDI start date	Worked Example
17	Service Desk – service performance	Calls to the Service Desk during Business Hours will not be abandoned. Calls abandoned by caller in the first five seconds will not be included in the measurement.	██████	Monthly	██████	██████	SCD	██████
18	Compliance with security standards	Number of Incidents that are Security Incidents declared as significant or material breaches of the security standards set out in the Contract as determined by the Security Working Group.	██████	Per event	██████	██████	SCD	██████

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## Contract For The Provision Of Electronic Monitoring Network Services – Lot 4

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Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency	CDI Remedy	Credit Model	CDI start date	Worked Example
19	Reporting	The timely delivery by the Contractor to the Authority of all information required by the Authority to produce the Monthly Performance Monitoring Report.		Monthly			CPP	



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**SCHEDULE 8**

**TUPE AND EMPLOYEES**





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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**CONTENTS**

1	NOT USED	3
2	TUPE AND EMPLOYEES	3
	APPENDIX 1: EMPLOYEE INFORMATION	8

1. **NOT USED**

2. **TUPE AND EMPLOYEES**

**Information on Re-tender, Expiry or Termination**

- 2.1 As reasonably directed by the Authority (but no more than once in any Year unless notice to terminate this Contract or the provision of part of the Services under this Contract has been given (for whatever reason and whether in whole or in part) or where there is a reasonable expectation on the part of the Authority that a Subsequent Relevant Transfer may take place), the Contractor shall (subject to any restrictions under Data Protection Legislation):
- 2.1.1 upon the Authority's request, fully and accurately disclose to the Authority the information listed in Part 1 of Appendix 1 to this Schedule 8 relating to the Assigned Contractor's Staff that are employed, assigned or engaged in the provision of the Services (or part of the Services which is subject to the Subsequent Relevant Transfer);
  - 2.1.2 provide the information promptly and in any event not later than three (3) Months from the date when a request for such information is made and at no cost to the Authority; and
  - 2.1.3 permit the Authority to use the information for informing any tenderer for any services which are substantially the same as any part of the Services provided pursuant to this Contract (subject to any restrictions under Data Protection Legislation).
- 2.2 During the period of three (3) Months preceding the Expiry Date or at any other time as reasonably directed by the Authority (but no more than once in any Year) or once notice to terminate this Contract or the provision of part of the Services under this Contract has been given (for whatever reason and whether in whole or in part) or where there is a reasonable expectation on the part of the Authority that a Subsequent Relevant Transfer may take place, the Contractor shall (subject to any restrictions under Data Protection Legislation):
- 2.2.1 upon the Authority's request fully and accurately disclose to the Authority such information listed in Part 2 of Appendix 1 to this Schedule 8 relating to the Assigned Contractor's Staff that are employed, assigned or engaged in the provision of the Services (or part of the Services which is subject to the Subsequent Relevant Transfer);
  - 2.2.2 provide the information promptly and in any event not later than one (1) Month from the date when a request for such information is made and at no cost to the Authority;
  - 2.2.3 permit the Authority to use the information for informing any tenderer for any services which are substantially the same as any part of the Services provided pursuant to this Contract (subject to any restrictions under Data Protection Legislation); and
  - 2.2.4 enable and assist the Authority and such other persons as the Authority may reasonably determine to communicate with and meet the Assigned Contractor's Staff (as required) and their trade union or other employee representatives.
- 2.3 The Contractor shall indemnify and keep the Authority and any New Contractor indemnified fully in respect of any claims, losses, costs, expenses, demands and liabilities arising from the provision of information by the Contractor under Paragraphs 2.1 and 2.2, inaccuracies in the information provided by the Contractor under Paragraphs 2.1 and 2.2 or the Contractor's failure to provide information

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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under Paragraphs 2.1 and 2.2 save to the extent where the Authority has made material amendments to the content of the information without the Contractor's consent.

- 2.4 The Contractor shall indemnify and keep the Authority indemnified in respect of any sums payable to a New Contractor for providing the Replacement Services which would not have been payable by the Authority had the information provided by the Contractor under Paragraphs 2.1 and 2.2 been true, complete and/or accurate.
- 2.5 Once the information referred to at Paragraph 2.1 has been passed to the Authority during the eighteen (18) Months preceding the Expiry Date or once notice to terminate this Contract or provision of part of the Services under this Contract has been given (for whatever reason and whether in whole or in part) or within six (6) Months of the Expiry Date, (whichever is the earlier), the Contractor shall not and shall procure that any third party (including any sub-contractor) shall not, save in the usual course of business:
- 2.5.1 materially amend the rates of remuneration, terms of employment or hours to be worked by Assigned Contractor's Staff, including, without limitation, holidays; or
  - 2.5.2 replace, dismiss (other than where, in the reasonable opinion of the Contractor, such dismissal is justified on the grounds of gross misconduct) or redeploy any of the Assigned Contractor's Staff, or increase the number of Assigned Contractor's Staff assigned to the provision of the Services or relevant part of the Services; or
  - 2.5.3 reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services or relevant part of the Services any duties unconnected with the Services or relevant part of the Services under this Contract,

without the prior written agreement of the Authority, such agreement not to be unreasonably withheld.

**Indemnities on expiry, termination or cessation of the Contract**

- 2.6 Where the Contractor or any Sub-Contractor shall cease (for whatever reason and whether directly or indirectly) to provide the Services (or part thereof) to be provided under this Contract the Contractor shall indemnify and keep indemnified the Authority and any New Contractor against any costs, losses, expenses, liabilities, awards or damages in respect of any claims or proceedings (and all costs and expenses thereof):
- 2.6.1 where there is a Subsequent Relevant Transfer, by any Subsequent Transferring Employee or by their appropriate representative (as defined in TUPE or any successor legislation) made against the Authority and/or a New Contractor at any time in relation to any Employee Liabilities arising out of or in connection with any acts or omissions of the Contractor or any sub-contractor which occurred on or prior to the Subsequent Transfer Date provided that such claims, losses, costs, expenses and liabilities are not payable as a result of any act or omission of the Authority or a New Contractor;
  - 2.6.2 by any person or persons (or by their appropriate representative (as defined in TUPE or any successor legislation)) who are not Subsequent Transferring Employees or who are not disclosed as such to the Authority in accordance with Paragraph 2.2 who claims or it is otherwise held that his or her or their contracts of employment or liability in relation to their employment are or have been transferred from the Contractor or any sub-contractor to the Authority or a New Contractor in accordance with TUPE or any successor legislation including, for the avoidance of doubt:

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- 2.6.2.1 the reasonable cost to the Authority or the New Contractor of employing such person or persons for any period during which statutory redundancy consultation must be undertaken plus a period of up to one month prior to the termination of their employment and no later than six months after the Subsequent Transfer Date (or 12 months after the Subsequent Transfer Date in the case of claims by persons who have been on an extended leave of absence, including for family-related or sick leave); and
- 2.6.2.2 the cost to the Authority or the New Contractor arising out of the dismissal of such person or persons (such dismissal costs to be limited to the payment of contractual notice and contractual redundancy payments,

provided that such person or persons are given notice by the Authority or the New Contractor to terminate their employment within one month of the Authority or the New Contractor becoming aware of such claim and no later than four months after the Subsequent Transfer Date (or 12 months after the Subsequent Transfer Date in the case of claims by persons who have been on an extended leave of absence, including for family-related or sick leave); or

- 2.6.3 by any Subsequent Transferring Employee or any other employee of the Contractor or any sub-contractor or by their appropriate representative (as defined in TUPE or any successor legislation) made against the Authority and/or the New Contractor at any time as a result of the Contractor's or any sub-contractor's failure or alleged failure to comply with its/their obligations to inform or consult or both pursuant to TUPE or any successor legislation, save to the extent of any act of omission by the New Contractor;
  - 2.6.4 in respect of emoluments and outgoings in relation to the Subsequent Transferring Employees (including, without limitation, all wages, bonuses, PAYE, national insurance contributions and otherwise) payable in respect of any period up to and including the Subsequent Transfer Date; or
  - 2.6.5 by or in respect of any person employed or formerly employed by the Contractor or any sub-contractor other than a Subsequent Transferring Employee for which it is alleged that the Authority or a New Contractor is or may be liable by virtue of this Contract and/or TUPE.
- 2.7 The Authority shall indemnify and keep indemnified the Contractor against any costs, losses, expenses, liabilities, awards, damages or Employee Liabilities in respect of any claims or proceedings (and all costs and expenses thereof):
- 2.7.1 where there is a Subsequent Relevant Transfer, by any Subsequent Transferring Employee or by their appropriate representative (as defined in TUPE or any successor legislation) made against the Contractor or any sub-contractor at any time arising out of or in connection with any acts or omissions of the New Contractor which occurred after the Subsequent Transfer Date including claims for breach of contract, loss of office, unfair dismissal, redundancy, sex, race or other discrimination, loss of earnings or otherwise (and all costs and expenses thereof) provided that such claims, losses, costs, expenses and liabilities are not payable as a result of any act or omission of the Contractor or any sub-contractor;
  - 2.7.2 by any Subsequent Transferring Employee or by their appropriate representative (as defined in TUPE or any successor legislation) made against the Contractor or any sub-contractor at any time as a result of the New Contractor's failure or alleged failure to comply with its obligations under Regulation 13(4) of TUPE;

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- 2.7.3 by virtue of any substantial change made or proposed to be made by the New Contractor in the terms of employment or working conditions of any of the Subsequent Transferring Employees which is detrimental to any of the Subsequent Transferring Employees;
- 2.7.4 by virtue of any substantial change made or proposed to be made by the New Contractor in the terms of employment or working conditions of any person who would have been a Subsequent Transferring Employee and/or any person who would have transferred under TUPE and/or this Contract but for their objection under Regulation 4(7) of TUPE or their resignation or decision to treat their employment as terminated under Regulation 4(9) of TUPE on or before the Subsequent Transfer Date as a result of any such changes;
- 2.7.5 by virtue of a change in the identity of the employer of all or any of the Subsequent Transferring Employees where that change is a significant change and to the detriment of all or any of the Subsequent Transferring Employees; or
- 2.7.6 as a result of a change in the identity of the employer of any person who would have been a Subsequent Transferring Employee and/or any person who would have transferred under TUPE and/or this Contract but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of TUPE on or before the Subsequent Transfer Date as a result of the change of employer.

**Contracts (Rights of Third Parties) Act 1999 and Assignment**

- 2.8 A New Contractor may enforce the terms of Paragraph 2.3 and Paragraph 2.6 against the Contractor or any Sub-Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.9 The consent of a New Contractor or any of its sub-contractors is not required to rescind or vary or terminate this Contract.
- 2.10 Without prejudice to Paragraphs 2.8 or 2.9 the Authority may in its discretion assign the benefit of the indemnities set out in Paragraph 2.3 and Paragraph 2.6 to the New Contractor.

**Redundancy and Severance Terms**

- 2.11 The Contractor shall use its reasonable endeavours to redeploy any of its employees who on the termination or expiry of this Contract is not identified as a Subsequent Transferring Employee and for that reason is potentially redundant.

**Terminal Redundancy Liability**

- 2.12 Save as expressly stated elsewhere in this Contract, on expiry or termination of this Contract or provision of part of the Services under this Contract (howsoever arising), payments of any appropriate redundancy and relocation compensation to any employee of the Contractor or sub-contractor (including, for the avoidance of doubt, any Previous Contractor Transferring Employees who are not Subsequent Transferring Employees) are the responsibility of the Contractor.

**Termination of Contract**

- 2.13 The Contractor shall procure that, save in the usual course of business:
  - 2.13.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Contract or any part of the Services; or
  - 2.13.2 after the date which is two (2) Years prior to the Expiry Date,



no change is made to pension, retirement and death benefits provided for or in respect of any person who will become a Subsequent Transferring Employee and no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld).

**APPENDIX 1****EMPLOYEE INFORMATION****PART 1**

1. Total number of individual members of staff that currently undertake the work and who may therefore be transferred. Alternatively the Contractor should provide information why any of their staff or those of any Sub-Contractors who currently undertake the work will not transfer.
2. The total number of posts or proportion of posts expressed as full-time equivalent value that currently undertakes the work that is to transfer.
3. The preceding twelve (12) months total pay costs – pay, employee/employer ERNIC and overtime
4. Total redundancy liability
5. Additional information about factors that may influence staffing levels and costs as reasonably requested by the Authority.
6. Contractor's and Sub-Contractor's general employment terms and conditions applicable to those members of staff identified at 1.

In respect of those members of staff included in the total at 1. above:

1. Age (not date of birth)
2. Employment status (i.e. Fixed term, casual, permanent)
3. Length of current period of continuous employment
4. Weekly conditioned hours of attendance (gross)
5. Standard annual holiday entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years)
6. Pension scheme membership
7. Pension and redundancy liability information
8. Annual salary
9. Details of any regular overtime payments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment)
10. Details of attendance patterns that attract enhanced rates of pay or allowances
11. Regular/recurring allowances

12. Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants)

**PART 2**

1. Total number of individual members of staff that currently undertake the work and who may therefore be transferred. Alternatively the Contractor should provide information why any of their staff or those of any Sub-Contractors who currently undertake the work will not transfer

2. The total number of posts or proportion of posts expressed as full-time equivalent value that currently undertakes the work that is to transfer.

3. The preceding twelve (12) months total pay costs – pay, employee/employer ERNIC and overtime

4. Total redundancy liability

5. Additional information about factors that may influence staffing levels and costs as reasonably requested by the Authority.

6. Contractor's and Sub-Contractor's general employment terms and conditions applicable to those members of staff identified at 1.

In respect of those members of staff included in the total at 1. above:

1. Employee's full name

2. Age (not date of birth)

3. Employment status (i.e. Fixed term, casual, permanent)

4. Length of current period of continuous employment

5. Weekly conditioned hours of attendance (gross)

6. Standard annual holiday entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years)

7. Pension scheme membership

8. Pension and redundancy liability information

9. Annual salary

10. Details of any regular overtime payments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment)

11. Details of attendance patterns that attract enhanced rates of pay or allowances



12. Regular/recurring allowances
13. Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants)
14. Information of any disciplinary procedure taken against an employee within the previous two years
15. Information of any grievance procedure taken by an employee within the previous two years
16. Information of any court or tribunal case, claim or action brought by an employee against the transferor within the previous two years
17. Information of any court or tribunal case, claim or action that the transferor has reasonable grounds to believe that an employee may bring against the transferee, arising out of the employee's employment with the transferor
18. Information of any collective agreement which will have effect after the transfer, in its application in relation to the employee



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**SCHEDULE 10**

**NOTICES**

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Contract For The Provision Of Electronic Monitoring Network Services – Lot 4

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**1. Notices**

- 1.1 All notices under this Contract shall be in writing and all certificates, notices or written instructions to be given under the terms of this Contract shall be served by sending the same by first class post or by hand, leaving the same at:

If to the Contractor

For the attention of:  
**Business Director – Ministry of  
Justice EM Contract**

Address:  
**Telefónica UK Limited, 260 Bath  
Road, Slough, Berkshire, SL1 4DX**

Tel No: **01753 206403**

  
Copied to:  
**Legal & Regulatory – General Counsel**

Address:  
**Telefónica UK Limited, 260 Bath  
Road, Slough, Berkshire, SL1 4DX**

Tel No: **01753 206403**

If to the Authority

For the attention of:  
**Director of Ministry of Justice  
Procurement**

Address:  
**102 Petty France  
London  
SW1H 9AJ**

If to the Authority's Representative

For the attention of:  
**Deputy Commercial Director**

Address:  
**Ministry of Justice  
102 Petty France  
London  
SW1H 9AJ**

If to the Contractor's Representative

For the attention of:  
**Business Director – Ministry of**

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**Justice EM Contract**

Address:

**Telefónica UK Limited, 260 Bath  
Road, Slough, Berkshire, SL1 4DX**

Tel No: **01753 206403**

**[REDACTED]**

Copied to:

**Telefónica UK Limited, Legal &  
Regulatory – General Counsel**

Address:

**260 Bath Road, Slough, Berkshire,  
SL1 4DX**

Tel No: **01753 206403**

- 1.2 Either Party to this Contract (including the Contractor's Representative or Authority's Representative) may change its applicable details by prior notice to the other Party.
- 1.3 Notices given by post shall be effective upon the earlier of:
  - 1.3.1 actual receipt; and
  - 1.3.2 five (5) Business Days after mailing.
- 1.4 Notices delivered by hand shall be effective upon delivery.
- 1.5 A copy of any notices given may also be sent to the Contractors email address shown above however no copy notice conveyed electronically shall be an effective notice.



Ministry of  
**JUSTICE**

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**SCHEDULE 11**

**EXIT MANAGEMENT AND TRANSFER**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. Not used.
- 1.2. In this Schedule 11 (Exit Management and Transfer) as the context requires and as applicable:
  - 1.2.1. references to "Services" shall mean all of the Services or any part thereof;
  - 1.2.2. references to "termination" of this Contract or another EM Services Contract shall be deemed to include a reference to termination of this Contract or the other EM Services Contract in whole and in part;
  - 1.2.3. references to a New Contractor shall be deemed to include reference to more than one New Contractor where more than one is appointed to provide the Replacement Services;
  - 1.2.4. references to a New EM Contractor shall be deemed to include reference to more than one New EM Contractor where more than one is appointed to provide replacement EM Services.

**2. GENERAL**

- 2.1. This Schedule 11 (Exit Management and Transfer) sets out the principles of the re-tendering, exit and service transfer arrangements that are intended to facilitate re-tendering during the Contract Period and/or to achieve such orderly transition and which shall form the basis of the Exit Plans.
- 2.2. The Contractor shall provide reasonable input and support as requested to the Authority and the other EM Contractors in preparing their respective Exit Plans.
- 2.3. For the avoidance of doubt, this Schedule 11 (Exit Management and Transfer) also applies where a requirement for any of the EM Services ceases whether or not the relevant EM Services are to be replaced or re-provisioned and regardless of whether a re-competition in respect of the ceased EM Services is to take place.
- 2.4. The Authority shall take into consideration that the Contractor is providing a commercially available service and the exit obligations set out in this Schedule shall be construed accordingly. The Authority shall also take into consideration that the Contractor is bound by Ofcom regulation regarding the porting of SIM Cards to other mobile network providers and such Ofcom regulations may apply at exit depending on the Authority's final exit requirements.

**3. RECORDS**

- 3.1. The Contractor shall as a minimum maintain up to date records of the following material and information:
  - 3.1.1. details of the EM Network Services including (without limitation) details of service volumes;

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 3.1.2. details and specifications of any interfaces (including ITPs) and protocols with each of the other EM Contractors and the Authority;
- 3.1.3. details of any work in progress or planned work in updating the High Level Design and/or Interface Control Documents;
- 3.1.4. performance data relating to the EM Network Services interfaces and copies of the reporting data as provided under Schedule 7 Contract Delivery Indicators for the last six (6) Months;
- 3.1.5. Not used;
- 3.1.6. details of work in progress including;
- 3.1.7. details of any Dependencies and any Operating Level Agreements in place with each of the other EM Contractors;
- 3.1.8. details of the use of the assets and personnel used in performance of the Services;
- 3.1.9. levels of resources deployed in the last twelve (12) Months including numbers, grades, job description detail and a list of key personnel;
- 3.1.10. in respect of the Private Mobile Datalink Service, details of data processing capacity and overall system capacity assumptions;
- 3.1.11. details of and information relating to all Contractor's Background IPR, Contractor Software, Project Specific IPR, Specially Written Software, Third Party IPR, Third Party Software and information relating to their use within the Services;
- 3.1.12. a summary of all commercial matters relating to the Contract and performance of the Services, including:
  - (a) Integration Claims;
  - (b) a rectification log;
  - (c) any external claims brought by or made against a third party (i.e. not the Authority or any other EM Contractor) that may impact upon a Party providing an indemnity under this Contract or the Collaboration Agreement except that the Contractor shall not be obligated to provide any details which may cause it to be in breach of the terms of any insurance policy, confidentiality provision or legal privilege; and
- 3.1.13. all other requested information relating to the Services or any other aspect of this Contract reasonably required by the Authority,

(together the “**Recompetition Data**”).

- 3.2. The Authority may use the Recompetition Data in accordance with the Contract including the restrictions set out in Paragraph 9.9 of this Schedule.

**4. PREPARATION OF BASELINE EXIT PLAN**

4.1. Prior to the Services Commencement Date, the Contractor shall deliver to the Authority

a baseline version of an exit plan relating to the exit of the Contractor from the Services which covers the areas set out in Paragraph 6 and is completed to the extent reasonably possible at that time (the "**Baseline Exit Plan**").

4.2. Within thirty (30) Days after the submission of the Baseline Exit Plan, the Parties shall use their respective reasonable endeavours to agree the contents of the Baseline Exit Plan. If the Parties are unable to agree the contents of the Baseline Exit Plan then such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3. The Contractor shall review and (if appropriate) update the Baseline Exit Plan in the first Month of each Contract Year (commencing with an update following the first Contract Year), and also at any other time during the Contract Period where requested to do so in writing by the Authority, based on the principles set out in this Schedule 11 (Exit Management and Transfer) and to reflect the changes that have occurred in the Services since the Baseline Exit Plan was last agreed. Following such update, the Contractor shall submit the revised Baseline Exit Plan to the Authority for review. Within thirty (30) Days following submission of the revised Baseline Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Baseline Exit Plan. If the Parties are unable to agree the contents of the Baseline Exit Plan then such dispute shall be resolved in accordance with the Dispute Resolution Procedure

**5. PREPARATION OF DETAILED EXIT PLANS**

5.1. Within thirty (30) Days of the commencement of any Exit Period for the Services, the Contractor shall complete the relevant Baseline Exit Plan based on detailed exit and service transfer plan relating to the exit of the Contractor from the Services and service transfer to a New Contractor which complies with the requirements set out in Paragraph 6 and is in a final form that could be implemented immediately (the "**EM Network Services Exit Plan**"), and shall submit the EM Network Services Exit Plan to the Authority for approval.

5.2. The Parties shall use their respective reasonable endeavours to agree the contents of the EM Network Services Exit Plan. Upon agreement of the contents of the EM Network Services Exit Plan, the Contractor shall provide the Exit Assistance in accordance therewith. Until the agreement of the EM Network Services Exit Plan, the Contractor shall provide the Exit Assistance in accordance with the principles set out in this Schedule 11 (Exit Management and Transfer) and the last approved versions of the Baseline Exit Plan. If the Parties are unable to agree the contents of the Baseline Exit Plan then such dispute shall be resolved in accordance with the Dispute Resolution Procedure

**6. CONTENTS OF EM NETWORK SERVICES EXIT PLAN**

6.1. The EM Network Services Exit Plan shall cover all stages of the Exit Period for the Services and shall address:

6.1.1. the retendering of the Services;



**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 6.1.2. the transition of the Services to a New Contractor; and
- 6.1.3. the wind down of the Services following transition to a New Contractor and expiry or termination of the Contract (or relevant part of the Contract).

**Retendering**

- 6.2. In relation to the retendering of the Services, the EM Network Services Exit Plan shall as a minimum contain:
  - 6.2.1. a copy of the Recompensation Data; and
  - 6.2.2. details of the activities of the Contractor in the provision of the Services during the retendering process including for:
    - (a) the provision of the Recompensation Data; and
    - (b) procedures to deal with requests made by the Authority and/or any potential New Contractors.

**Transition**

- 6.3. In relation to the transition of the Services as described at Paragraph 6.1.2 above, the EM Network Services Exit Plan shall as a minimum contain:
  - 6.3.1. the activities to be carried out during transition to a New Contractor (and the dependencies that will relate to the activities of the New Contractor):
    - (a) by the Contractor, in relation to the Services;
    - (b) by the Authority; and
    - (c) by each of the other EM Contractors in supporting transition of the EM Network Services;
  - 6.3.2. the management structure to be employed by the Contractor during any Transition Period for the Services;
  - 6.3.3. a timetable to be agreed by the Parties (acting reasonably and without undue delay) for providing Exit Assistance during any Transition Period for the Services including any Milestones (which shall be required to align to the mobilisation and transition plans of any New Contractor); and
  - 6.3.4. procedures to deal with requests made by the Authority and/or any potential and actual New Contractor for:
    - (a) employee information pursuant to Schedule 8 (TUPE and Employees);
    - (b) up to date versions of any documents required to be produced and maintained under the Contract; and

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- (c) copies of all records held by the Contractor in relation to performance of the Services as described at Paragraph 3.1.4..

**Wind Down**

- 6.4. In relation to the wind down of the Services as described at Paragraph 6.1.3, the EM Network Services Exit Plan shall as a minimum contain:
  - 6.4.1. procedures to deal with requests made by the Authority and/or any actual New Contractor for:
    - (a) provision of reasonable assistance required following termination or expiry to complete transition of the Services to the New Contractor;
    - (b) provision of information reasonably required in relation to the Contract and performance of the Services to support the New Contractor;
  - 6.4.2. procedures to deal with requests made by the Authority for return, destruction or retention of data, documents, GFI or other assets as envisaged under Paragraph 11.

**7. NOT USED****8. UPDATING THE EXIT PLAN**

- 8.1. The Contractor shall provide updates to the EM Network Services Exit Plan not less than Monthly during the Exit Period for the Services (or at such shorter intervals as the Authority shall specify acting reasonably and prior Contractor agreement thereof) for agreement with the Authority in accordance with Paragraph 8.2. In preparing any such updates the Contractor shall collaborate with the proposed New Contractor(s) and the Authority, in order to meet the Authority's need for a combined / seamless exit strategy / approach across both the Contractor and New Contractor throughout the Exit Period for the Services.
- 8.2. The Parties shall use their respective reasonable endeavours to agree the contents of any updated versions of the EM Network Services Exit Plan. Until the agreement of the relevant updated version of the EM Network Services Exit Plan, the Contractor shall provide the Exit Assistance in accordance with the principles set out in this Schedule 11 (Exit Management and Transfer) and the last approved versions of the EM Network Services Exit Plan.

**9. EXIT ASSISTANCE****General**

- 9.1. During any Exit Period for the Services, the Contractor shall:
  - 9.1.1. continue to provide the Services in accordance with the Contract;
  - 9.1.2. provide the exit assistance as described in this Paragraph 9 and in compliance with the applicable Exit Plan;
  - 9.1.3. comply with any reasonable instructions of the Authority in preparing for the retendering of the Contract (or any part thereof) and any subsequent transition and wind down; and

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 9.1.4. at the request of the Authority provide any further assistance reasonably requested by the Authority to allow the Services to continue without interruption during the Exit Period and to facilitate the orderly transfer of responsibility for and conduct of the Services to the New Contractor (including using reasonable endeavours to allow the SIM Cards to be used on the network of an alternative provider).
- 9.2. During any Exit Period for any other EM Services Contract (or such shorter period as the Authority may require), the Contractor shall:
- 9.2.1. continue to provide the Services in accordance with the Contract;
- 9.2.2. comply with any reasonable instructions of the Authority in preparing for the retendering of the other EM Services Contract and any subsequent transition and wind down of such EM Contract;
- 9.2.3. provide the exit assistance for the EM Network Services as described in Paragraph 13 of this Schedule 11 (Exit Management and Transfer) and as reasonably requested by the Authority in support of the relevant EM Contractor Exit Plan; and
- 9.2.4. at the request of the Authority provide any further assistance reasonably requested by the Authority to allow the EM Network Services to continue without interruption during the relevant Exit Period and to facilitate the orderly transfer of responsibility for and conduct of the EM Network Services to the New EM Contractor.
- 9.3. The Parties acknowledge that the migration of the Services from the Contractor to the New Contractor may be phased, such that certain elements of the Services are handed over before others. Any such phased migration shall be detailed in the Exit Plans.

**Exit Manager**

- 9.4. Within twenty (20) Business Days of the commencement of any Exit Period, the Authority and the Contractor will appoint an Exit Manager and provide written notification of such appointments to the other Party. Any Exit Manager appointed by the Contractor will be responsible for ensuring that the Contractor and its employees, agents and Sub-contractors comply with this Schedule 11 (Exit Management and Transfer), and will co-ordinate regular exit meetings between the Parties to be held not less than on a weekly basis (unless otherwise agreed by the Authority).
- 9.5. The Contractor will ensure that its Exit Manager has, or has access via the Contractors' governance processes the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this Schedule 11 (Exit Management and Transfer). The Exit Managers will liaise with one another in relation to all issues relevant to the re-tendering, expiry and termination of any EM Contract (in whole or in part) and all matters connected with this Schedule 11 (Exit Management and Transfer) and each Party's compliance with it.
- 9.6. The Contractor warrants and undertakes that information provided during any Exit Period pursuant to this Schedule 11 (Exit Management and Transfer) (including the Recompensation Data) will be complete and accurate at the time that it is provided.

**Requirements for Exit Assistance during any Retendering Period for the Services**

- 9.7. Subject to Paragraph 9.8, on reasonable notice and in any event within fourteen (14) Days of the issue by the Authority of an Exit Assistance Notice, the Contractor shall provide to the Authority and/or (subject to Paragraph 9.7) to any potential New Contractor the following information in order to facilitate the preparation by the Authority of any request for information, invitation to tender or any other procurement documentation and/or to facilitate any potential New Contractor undertaking due diligence:
- 9.7.1. the Recompensation Data; and
  - 9.7.2. all information required to be maintained by the Contractor under the relevant provisions of Schedule 8 (TUPE and Employees).
- 9.8. At the Authority's option, the Contractor will where reasonably required:
- 9.8.1. prepare and give presentations to the Authority and/or each potential New Contractor which describe the arrangements that shall be made to enable the seamless transfer of any or all of the Services;
  - 9.8.2. provide an assessment of the tasks and risks involved in the Authority's approach to exit; and
  - 9.8.3. otherwise assist and cooperate with the Authority as reasonably required during the relevant Retendering Period.
- 9.9. Notwithstanding Clauses 35 (Intellectual Property Rights) and 36 (Information and Confidentiality) (other than in relation to information identified in Schedule 25 (Commercially Sensitive Information) which shall not be disclosed to any potential New Contractors prior to their selection as preferred bidders) and subject to the recipients entering into reasonable confidentiality agreements with the Authority and the Contractor, the Authority may redistribute the Recompensation Data to its employees, agents, contractors and advisers (and to those of any other Government Department) and, subject to Paragraph 9.9A, to any potential New Contractors and their employees, agents, contractors and advisers for the purposes of conducting and participating in a re-tendering exercise.
- 9.9A The Authority may not disclose the information in Paragraph 3.1.4 to any potential New Contractor in respect of the EM Network Services without the prior written consent of the Contractor.

**Requirements for Exit Assistance during any Transition Period and Wind Down Period for the Services**

- 9.10. The Authority shall be entitled to require the provision of Exit Assistance by issuing an Exit Assistance Notice to the Contractor at any time (and in any number of such notices, as are reasonably necessary) during any Transition Period for the Services and/or Wind Down Period for the Services. The Exit Assistance Notice shall specify:
- 9.10.1. the date from which Exit Assistance is required;

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 9.10.2. the nature of the Exit Assistance required; and
- 9.10.3. the period during which it is anticipated that Exit Assistance will be required.
- 9.11. The Exit Assistance to be provided by the Contractor during any Transition Period for the Services and/or Wind Down Period for the Services shall include (without limitation and without prejudice to the other provisions of this Contract relating to exit co-operation including those requirements set out in Schedule 4 (EM Testing)) such of the following services as the Authority may specify:
  - 9.11.1. notifying Sub-Contractors of procedures to be followed during the Exit Period and providing management to ensure these procedures are followed;
  - 9.11.2. providing assistance and expertise as reasonably necessary to examine all operational and business processes (including all supporting documentation) in place;
  - 9.11.3. providing employee information in accordance with the relevant provisions of Schedule 8 (TUPE, Employees and Pensions);
  - 9.11.4. answering all reasonable questions from the Authority and/or its New Contractor regarding the Services;
    - (a) the provision of reasonable access, following reasonable notice, to members of the Contractor's Staff who have been involved in the provision or management of the Services and who are still employed or engaged by them;
  - 9.11.5. the provision of all reasonably necessary support to the New Contractor as required by the New Contractor to verify successful transfer of the Services;
  - 9.11.6. making logistics arrangements for any swap out of equipment that the Contractor is holding for the Authority with appropriate accounting and inspection procedures;
  - 9.11.7. agreement of any surviving provisions in the Contract; and
  - 9.11.8. attendance for any outstanding Court cases where the Contractor's Staff have not transferred to any New Contractor.

**10. DURATION OF EXIT PERIOD**

- 10.1. Notwithstanding the other provisions of this Schedule 11 (Exit Management and Transfer), the Authority shall have an option to extend any period of Exit Assistance as notified in an Exit Assistance Notice provided that it shall notify the Contractor to such effect no later than twenty (20) Business Days prior to such expiry and that the extension is reasonably required to complete the handover of the relevant EM Services.
- 10.2. In addition to the rights set out in Paragraph 10.1, the Authority may serve notice upon the Contractor, for the purposes of transition, to extend the Expiry Date or any Termination Date by one (1) or more periods as specified by the Authority at its discretion of:
  - 10.2.1. in the case of the Expiry Date, up to a maximum period of twelve (12) Months in the aggregate; and

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 10.2.2. in the case of any Termination Date, up to a maximum period of eighteen (18) Months in the aggregate.
- 10.3. Once extended to the maximum period pursuant to Paragraph 10.2, there shall be no further right to extend. In the case of any such extensions, the term “Expiry Date” and/or “Termination Date” shall be deemed to refer to such date as extended under Paragraph 10.2.
- 10.4. The Authority’s initial extension notice under Paragraph 10.2 shall be served:
- 10.4.1. no later than one hundred and eighty (180) Days following the commencement of the Exit Period in the case of an expiry; and
- 10.4.2. no later than thirty (30) Days following the commencement of the Exit Period in the case of any other termination,
- following which any subsequent extension notices shall be served no later than thirty (30) Days prior to the expiry of the then current extension period.
- 10.5. The Authority may at any time notify the Contractor in writing of the termination of any and/or all Exit Assistance then being provided by the Contractor.
- 11. HANDBACK OBLIGATIONS**
- 11.1. No later than ninety (90) Days prior to the Expiry Date or, as applicable, the Termination Date, the Contractor shall acting reasonably and making reasonable attempts to obtain direction from the Authority as to which data, documents, Government Furnished Items (GFI) and other assets relating to the delivery of the Services shall be:
- 11.1.1. returned to the Authority (or provided to the New Contractor);
- 11.1.2. destroyed (and their manner of destruction); or
- 11.1.3. retained by the Contractor.
- 11.2. The Contractor shall comply with any directions to destroy data, documents, GFI or other assets given by the Authority pursuant to Paragraph 11.1 and shall ensure that any such data, documents, GFI or other assets are returned, destroyed or retained safely and securely in accordance with:
- 11.2.1. IAS5 in a manner agreed with the Authority;
- 11.2.2. the SPF (Security Policy Framework) current at that time;
- 11.2.3. the requirements set out in Schedule 13 (Security); and
- 11.2.4. HMG data handling standards current at that time,
- compliance with which shall be to the satisfaction of the Authority and shall include (as applicable) the use of an Authority approved sanitisation process with evidence of sanitisation certificates witnessed where necessary and/or the use of an Authority approved destruction process with evidence of destruction certificates witnessed where necessary.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 11.3. At the end of the Exit Period (or on such other date as is notified by the Authority) in relation to the Services unless directed otherwise under Paragraph 11.1, the Contractor shall:
- 11.3.1. transfer all Authority Data, Recompensation Data and Personal Data (in complete, uncorrupted form) in its or its Sub-contractors' possession or control to the Authority and such Authority Data, Recompensation Data and Personal Data shall be transferred securely in a manner agreed with the Authority:
    - (a) on such media and in such a format as requested by the Authority to ensure the Authority, Recompensation Data and Personal Data will operate with the Authority's and New Contractor's ICT systems;
    - (b) in accordance with the requirement outlined in SPF (Security Policy Framework) and SAL (Security Aspect Letter) under the direction and approval of the Authority ITSO (Information Technology Security Officer);
  - 11.3.2. securely erase (to a standard agreed with the Authority) from any computers, storage devices, storage media or other devices or items that are to be retained by the Contractor after the end of the Exit Period any software containing Authority Data, Recompensation Data and Personal Data;
  - 11.3.3. return to the Authority in a manner agreed with the Authority such of the following as is in the Contractor's or a Sub-contractor's possession or control:
    - (a) all hardware and software comprised within the Authority's ICT systems and any other software licensed by the Authority to the Contractor under this Contract;
    - (b) all materials in which the Intellectual Property Rights are owned by or licensed to the Authority including Authority Background IPR, Authority Software and Project Specific IPR;
    - (c) in respect of the Private Mobile Datalink Service, all computerised filing, recording, documentation, planning and drawings used in the provision of the Services (in a fully indexed and catalogued format that is capable of operating on a software application in use within the Authority's ICT systems) as may be agreed in the Exit Plans;
    - (d) any equipment which belongs to the Authority or an Authority Related Party; and
    - (e) any items that have been on-charged to the Authority, such as consumables;
  - 11.3.4. vacate the Authority's Premises; and
  - 11.3.5. return to the Authority or at the Authority's direction destroy all Confidential Information of the Authority (with the exception of Confidential Information which the Contractor is expressly required under this Contract to retain after the expiry of the Exit Period) and will certify that it does not retain any Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Contractor for the purposes of providing the Services or Exit

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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Assistance.

- 11.4. Except where this Contract provides otherwise, all licences and authorisations granted by the Authority to the Contractor and the Sub-contractors in relation to the Services shall be terminated with effect from the end of the Exit Period.
- 11.5. Where data is to be retained after the expiry of the Exit Period (with approval in writing from the Authority), the Contractor shall comply with the requirements in relation to such data set out in Schedules 2 (Specifications), 13 (Security), the then-current version of the Authority's data retention policy and the Security Aspects Letter, including requirements for accreditation of any system on which such data is held.

**12. CONTRACTOR'S EQUIPMENT AND CONTRACTS**

- 12.1. This Paragraph 12 shall apply where and to the extent agreed in writing by the Parties during the Exit Period.
- 12.2. During the Exit Period, the Contractor will not, without the Authority's prior written consent (not to be unreasonably withheld or delayed):

12.2.1. terminate or vary any Sub-Contract with any Key Sub-Contractor;

12.2.2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any Contractor's equipment (including Dedicated Contractor's Equipment) or acquire any new equipment (including Dedicated Contractor's Equipment).

- 12.3. No later than forty (40) Business Days prior to the planned Expiry Date or Termination Date, the Authority shall provide written notice to the Contractor setting out:

12.3.1. which Dedicated Contractor's Equipment the Authority requires to be transferred to the Authority or its New Contractor, which shall not include the Excluded Equipment; and

12.3.2. which Sub-Contracts the Authority requires to be assigned or novated to the Authority or its New Contractor (the "**Transferring Contracts**"),

in order for the New Contractor to provide the Replacement Services. Where requested by the Authority or its New Contractor, the Contractor shall provide all reasonable assistance to the Authority or its New Contractor to enable it to determine which Dedicated Contractor's Equipment and sub-contracts the Authority and/or its New Contractor requires in order to provide the Replacement Services.

- 12.4. With effect from the Expiry Date or Termination Date (as the case may be), the Contractor shall assign to the Authority (or its New Contractor), free from all liens, charges, options, encumbrances and third party rights, title to and all rights and interests in the Dedicated Contractor's Equipment identified by the Authority pursuant to Paragraph 12.2. Each such piece of Dedicated Contractor's Equipment shall be acquired by the Authority and/or its New Contractor for either:

12.4.1. the amount for which the relevant asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction; or



**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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12.4.2. the value of any relevant asset being its purchase price less an amount equal to the depreciation, amortisation and impairment of such item at the time such value is to be calculated,

whichever is the lesser amount.

12.5. The Contractor shall procure the assignment or novation of the Transferring Contracts to the Authority or, at the Authority's request, to the New Contractor with effect from the date specified by the Authority or, if none is so specified, with effect from the Expiry Date or Termination Date. The Contractor shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this assignment or novation.

12.6. The Authority shall or, as appropriate, shall procure that the New Contractor shall:

12.6.1. join with the Contractor in entering into a novation or (where needed) an assignment of each relevant Transferring Contract;

12.6.2. for each Transferring Contract that is novated to the Authority or the New Contractor, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract.

12.7. The Contractor shall indemnify the Authority (and the New Contractor) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (or New Contractor) pursuant to Paragraph 12.4 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

**13. RETENDERING OF OTHER EM CONTRACTS**

**General**

13.1. The Parties acknowledge that the migration of the relevant EM Services from the relevant EM Contractor to the New EM Contractor may be phased, such that certain elements of the Services are handed over before others.

**Requirements for Exit Assistance during any Retendering Period for any other EM Services Contract**

13.2. On reasonable notice and in any event within fourteen (14) Days of the issue by the Authority of an Exit Assistance Notice, the Contractor shall provide to the Authority and/or (subject to any potential New EM Contractor entering into reasonable written confidentiality undertakings with the Authority and the Contractor) to any potential New EM Contractor information reasonably required in order to facilitate the preparation by the Authority of any request for information, invitation to tender or any other procurement documentation and/or to facilitate any potential New EM Contractor undertaking due diligence on the Recompetition Data.

13.3. At the Authority's option, the Contractor will where reasonably required:

13.3.1. prepare and give presentations to each potential New EM Contractor which describe

the arrangements that shall be made to enable the seamless transfer of the EM Network Services;

13.3.2. provide an assessment of the tasks and risks involved relating to the EM Network Services in the Authority's approach to exit; and

13.3.3. otherwise assist and cooperate with the Authority as reasonably required for the EM Network Services during the relevant Retendering Period.

**Requirements for Exit Assistance during any Transition Period and Wind Down Period for any other EM Services Contract**

13.4. The Authority shall be entitled to require the provision of Exit Assistance from the Contractor by issuing an Exit Assistance Notice to the Contractor at any time (and in any number of such notices) during the relevant Transition Period and/or Wind Down Period. The Exit Assistance Notice shall specify:

13.4.1. the date from which Exit Assistance is required;

13.4.2. the nature of the Exit Assistance required; and

13.4.3. the period during which it is anticipated that Exit Assistance will be required.

**14. ACCESSION OF NEW EM CONTRACTORS**

14.1. The Contractor acknowledges that the Authority may seek to introduce additional New EM Contractors in any of the EM Services Contracts at any point during the Contract Period and as such will require assistance from the Contractor in tendering for the relevant new EM Services Contract(s) and in on-boarding the relevant New EM Contractor(s). As such the Contractor shall where reasonably required:

14.1.1. comply with any reasonable instructions of the Authority in preparing for the tendering of any such new EM Services Contract and any subsequent on-boarding of the relevant New EM Contractor;

14.1.2. on reasonable notice and in any event within fourteen (14) Days of a request by the Authority, provide to the Authority and/or (subject to the potential New EM Contractor entering into reasonable written confidentiality undertakings with the Authority and the Contractor) to any potential New EM Contractor information in order to facilitate the preparation by the Authority of any request for information, invitation to tender or any other procurement documentation and/or to facilitate any potential New EM Contractor undertaking due diligence on the Recompensation Data;

14.1.3. at the Authority's option, prepare and give presentations to each potential New EM Contractor which describe the arrangements that shall be made to enable the on-boarding of the New EM Contractor;

14.1.4. at the Authority's option provide an assessment of the tasks and risks involved in the Authority's approach to the on-boarding; and

14.1.5. at the request of the Authority provide any further assistance reasonably required by

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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the Authority to allow the EM Services to continue without interruption during the on-boarding of the relevant New EM Contractor.

- 14.2. The Authority shall be entitled to require the provision of reasonable assistance from the Contractor in relation to on-boarding (other than general assistance as identified in Paragraph 14.1) ("**On-Boarding Assistance**"). The Authority may issue a notice to the Contractor at any time (and in any number of such notices) requesting the provision of On-Boarding Assistance which shall specify:

14.2.1. the date from which On-Boarding Assistance is required;

14.2.2. the nature of the On-Boarding Assistance required; and

14.2.3. the period during which it is anticipated that On-Boarding Assistance will be required.

**15. COSTS**

- 15.1. The Contractor shall perform the following at no cost to the Authority or any EM Contractor or New EM Contractor as applicable:

15.1.1. recording and maintenance of the Recompensation Data as described in Paragraph 3;

15.1.2. preparation and updating of the Baseline Exit Plan and Exit Plan as described in Paragraphs 4 to 8;

15.1.3. performing its obligations during any Exit Period as described in Paragraphs 9.1 to 9.3 and 9.7;

15.1.4. Exit Assistance during any Retendering Period as described in Paragraphs 9.8, 13.2 and 13.3;

15.1.5. performing any handback obligations as described in Paragraph 11;

15.1.6. assignment or novation of any Transferring Contracts as described in Paragraph 12.5; and

15.1.7. performing any general obligations regarding accession of New EM Contractors as described in Paragraph 14.1.

- 15.2. The Contractor shall be entitled to charge for the following in accordance with the Maximum Day Rates as set out in Appendix B of Schedule 6 (Price and Payment Mechanism) and as set out in an approved plan agreed with the Authority pursuant to the Integrated Contract Change Procedure:

15.2.1. Exit Assistance provided during any Transition Period or Wind Down Period (as described in Paragraphs 9.10, 9.11 and 13.4);

15.2.2. On-Boarding Assistance described in Paragraph 14.2; and

15.2.3. the appointment of any full or part time dedicated Exit Manager (as described in Paragraphs 9.4), subject to the Contractor: (i) ensuring that if the role is to be performed by an existing member of the Contractor's Staff, the Contractor will provide

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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the backfill in order to make the additional charge, and (ii) a duty to mitigate such costs to the furthest extent possible.

- 15.3. The Contractor shall be entitled to charge for the provision of the Services described in Schedule 2 during any period following the expiry or early termination of the Contract pursuant to Clause 47.7.2 or otherwise in accordance with the charges specified in Schedule 6 or as otherwise agreed between the Parties.

**16. APPORTIONMENTS**

- 16.1. This Paragraph 16 shall apply where and to the extent agreed by the Parties during the Exit Period.
- 16.2. All outgoings and expenses (including any remuneration due) and all royalties and other periodical payments receivable in respect of the Dedicated Contractor's Equipment or Transferring Contracts transferred or granted to the Authority and/or the New Contractor pursuant to Paragraph 12 shall be apportioned between the Authority and the Contractor (or the New Contractor and the Contractor, as applicable).
- 16.3. This apportionment shall be carried out as follows:
- 16.3.1. the payments shall be annualised and divided by three hundred and sixty-five (365) to reach a daily rate;
- 16.3.2. the Authority shall be responsible for or shall procure that the New Contractor shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 16.3.3. the Contractor shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 16.4. In the case where a contract is terminated early due to breach of contract/services, no payment apportionment will be given and Paragraph 16.2 will not apply.
- 16.5. Each Party shall pay and/or the Authority shall procure that the New Contractor shall pay any monies due under Paragraph 16.2 as soon as reasonably practicable.

**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**SCHEDULE 12**

**AUDIT**

**1. INTRODUCTION****1.1 Background**

This Schedule provides for audit of the Contractor and the Key Sub-Contractors activities in relation to this Contract.

The Parties acknowledge and agree that, in respect of each of the Key Sub-Contractors identified in Schedule 17 (Approved Sub-Contractors) as at the Commencement Date (in respect of which the Contractor has a pre-existing agreement), the Contractor shall only be obliged to enforce the requirements of this Schedule 12 (Audit) against such Key-Subcontractors to the extent that the Contractor is able pursuant to the terms of the pre-existing agreement between the Contractor and each such Key Sub-Contractor. To the extent that the Contractor is unable to enforce the requirements of this Schedule 12 (Audit) against such a Key Sub-Contractor pursuant to the terms of the pre-existing agreement between the Contractor and such Key Sub-Contractor, then the Contractor shall use all reasonable endeavours to procure compliance by the Key Sub-Contractor with such alternative arrangements as most closely achieves the requirements of this Schedule 12 (Audit).

**1.2 Exercise of Authority Audit Rights**

The Authority audit rights shall also be exercisable by the Authority Audit Agents.

**1.3 Effect of Audit**

Audits and any associated reports and courses of action arising therefrom shall not prejudice or constitute a waiver or exclusion of any:

1.3.1 obligation or liability of either Party; and/or

1.3.2 right or remedy of either Party ,

under or in relation to this Contract.

**2. AUDIT RIGHTS AND RESPONSIBILITIES****2.1 Contractor Responsibility**

The Contractor shall comply with its obligations under this Schedule 12 (Audit) and provide reasonable assistance (and procure such compliance and reasonable assistance from its Key Sub-Contractors) to enable the exercise of the Authority audit rights.

**2.2 Authority Audit Agents**

The "Authority Audit Agents" shall include:

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 2.2.1 internal and external auditors of the Authority or a Related Organisation;
- 2.2.2 statutory or regulatory auditors of the Authority or a Related Organisation;
- 2.2.3 the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- 2.2.4 Not used;
- 2.2.5 Not used;
- 2.2.6 any party formally appointed by the Authority or a Related Organisation to carry out a forensic audit or similar review functions, provided that such party:
  - 2.2.6.1 enters into reasonable confidentiality arrangements with the Authority in relation to Confidential Information of the Contractor;
  - 2.2.6.2 satisfies any reasonable security clearance requirements of the Contractor; and
  - 2.2.6.3 does not constitute a significant competitive threat to the Contractor; and
- 2.2.7 successors to any of the above.

**2.3 Audit Access**

- 2.3.1 For the purposes of this Schedule 12 (Audit), the term "access" shall include the grant of the following to the Authority Audit Agents:
  - 2.3.1.1 access to relevant information used by the Contractor and/or its Key Sub-Contractors as a basis for the Contract Price and/or any other amounts payable by the Authority under this Contract (including any proposed or actual variations to such Contract Price and payments);
  - 2.3.1.2 access to hard and (if available) soft copies of all relevant records and/or documentation and/or data as required by the Authority or Related Organisation under this Contract including access to review, duplicate and remove copies of the records and/or documentation;
  - 2.3.1.3 to review any books of account kept by the Contractor in connection with the provision of the Services;
  - 2.3.1.4 access to hard and (if available) soft copies of all relevant records and/or documentation to verify the accuracy and

completeness of any Management Information delivered or required;

- 2.3.1.5 access to the data submitted as part of the recompetition exercise (the "**Recompetition Data**");
- 2.3.1.6 access to all relevant Contractor's Premises (including any part of the EM System associated with the Services at those locations) and Contractor's Staff;
- 2.3.1.7 access to and/or use of any equipment, systems and/or information used by the Contractor and/or its Key Sub-Contractors in performing or facilitating the Services;
- 2.3.1.8 access to any Authority's equipment or Authority Software in the possession or control of the Contractor and/or any Key Sub-Contractor;
- 2.3.1.9 the provision by the Contractor and Contractor's Staff of such oral and written information as reasonably required by the Authority Audit Agents for the purposes of the audit;
- 2.3.1.10 access to and/or use of any documentation, designs or models required to be developed by the Contractor under this Contract;
- 2.3.1.11 such other access to information, equipment, personnel and locations as reasonably required within the scope of an audit; and
- 2.3.1.12 the use of such accommodation and facilities as any Authority Audit Agent may require in relation to Paragraphs 2.3.1.1 to 2.3.1.11 above.

## **2.4 Purpose of Audits**

- 2.4.1 Audits may be carried out pursuant to this Schedule 12 (Audit) in order to:
  - 2.4.1.1 conduct the Authority's or Related Organisations' internal and statutory audits;
  - 2.4.1.2 prepare, examine and/or certify the Authority's annual and interim reports and accounts;
  - 2.4.1.3 verify the accuracy of the Contract Price and/or any other amounts payable by the Authority under this Contract (including any proposed or actual variations to the Contract Price and payments), including reviewing the Baseline Financial Model and its application;



- 2.4.1.4 verify the Contractor's compliance with the terms of this Contract and applicable Legislation;
- 2.4.1.5 review, verify and quality assess the documentation referred to in Paragraphs 2.3.1.1 to 2.3.1.5 above and/or the Recompensation Data and their maintenance;
- 2.4.1.6 review, verify and quality assess any reports and management information provided pursuant to this Contract;
- 2.4.1.7 verify the integrity, confidentiality and security of Authority Data being processed, stored and/or accessed by the Contractor and/or its Key Sub-Contractors pursuant to this Contract;
- 2.4.1.8 identify or investigate actual or suspected fraud, impropriety or accounting mistakes, provided that the Authority and Related Organisation will be under no obligation to inform the Contractor of the purpose or objective of its investigations;
- 2.4.1.9 inform any statute driven examination of the economy, efficiency and effectiveness of the Authority or Related Organisation and the use of its resources;
- 2.4.1.10 obtain such information as is necessary to fulfil the Authority's or Related Organisations obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
- 2.4.1.11 enable a forensic audit investigation by the Authority, which will:
  - (i) determine whether the Contractor is compliant with the terms of this Contract;
  - (ii) enable understanding of the Contractor's interpretation, operation and delivery of the Contract; and / or
  - (iii) further investigate whistle-blower allegations received by the Authority;
- 2.4.1.12 assist, perform or satisfy any other audit that may be required by any Relevant Authority;
- 2.4.1.13 verify the technical or financial aspects of any change pursuant to the Integrated Contract Change Procedure;
- 2.4.1.14 carry out occasional security testing to establish compliance with the provisions of Schedule 13 (Security) provided that if the Authority wishes to conduct any security testing then the

scope and extent of such testing (including the tools to be used, the depth of the testing, the back-out plans and the communication plans) must be agreed in advance with the Contractor (both Parties acting reasonably); and/or

2.4.1.15 carry out occasional inspections to establish compliance with the provisions of Schedule 13 (Security) provided that the Authority's personnel conducting such inspections:

- (i) provide the Contractor with appropriate credentials that may be reasonably authenticated by the Contractor; and
- (ii) comply with the Contractor's policy for escorting visitors (as applicable).

2.4.2 If the Authority provides the Contractor with a report pursuant to Paragraph 2.7.1 setting out that an audit has identified that:

2.4.2.1 the Contractor has failed to perform its obligations in any material manner, the Contractor shall support the Authority in its development of a Remediation Plan and the Parties shall agree and implement the Remediation Plan. If the Contractor's failure relates to a failure to provide any information to the Authority about the Contract Price, proposed charges or the Contractor's costs, then the Remediation Plan shall include a requirement for the provision of all such information; and

2.4.2.2 the Authority has underpaid any Charges, the Authority shall, within 20 Business Days, pay to the Contractor the amount of the under-payment less the reasonable, proportionate and evidenced cost of audit incurred by the Authority if this was due to a Contractor Default in relation to invoicing.

2.4.3 Any Confidential Information provided to the Authority or the Authority Audit Agent in relation to an audit shall, as applicable, be subject to the confidentiality obligations of this Contract and shall not be shared with any competitor of the Contractor.

## **2.5 Notification of Audit**

2.5.1 Save in the case of an emergency audit in accordance with paragraph 2.6 below, the Authority or relevant Related Organisation shall provide at least twenty (20) Business Days' notice of any audit it intends to carry out, specifying the locations to be audited, the anticipated time of arrival and the names and titles of the attendees, together with the organisation(s) they represent. Save in the case of an emergency audit, the Authority or relevant Related Organisation shall be entitled to undertake an audit no more frequently than annually commencing no earlier than twelve Months from the Services Commencement Dateo.

- 2.5.2 Following notification of an audit and subject to Paragraph 2.2.6, the Contractor shall provide the Authority Audit Agents with such audit access (as set out in Paragraph 2.3.1 and for any of the purposes set out in Paragraph 2.4.1 and/or Paragraph 2.6) as the Authority, relevant Related Organisation and/or the Authority Audit Agents reasonably request and the Contractor is able to grant .
- 2.5.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

## **2.6 Emergency Audit**

- 2.6.1 The Contractor shall provide Authority Audit Agents with immediate audit access for emergency audits in the following circumstances, subject to the Authority, where possible, notifying the Contractor of the specific purpose of any emergency audit as well as the reasons for the emergency audit:
- 2.6.1.1 the audit is required for reasons of actual or suspected impropriety or fraud;
  - 2.6.1.2 there are reasonable grounds to suspect that the Contractor may be in default under this Contract;
  - 2.6.1.3 other circumstances have arisen, or are believed to have arisen, which would give the Authority the right to terminate this Contract and/or any part of the Services;
  - 2.6.1.4 there are reasonable grounds to suspect that a security breach has occurred in relation to the Services and/or this Contract;
  - 2.6.1.5 the Authority has received a notification or report from a whistle-blower suggesting that there are grounds to suspect that a security breach had occurred in relation to the EM Network Services and/or this Contract;
  - 2.6.1.6 Not used
  - 2.6.1.7 Not used
- 2.6.2 In the event of an investigation into suspected fraudulent activity or other impropriety by the Contractor, the Contractor's Staff, the Authority's or a Related Organisation's own personnel and/or any third party, the Authority or relevant Related Organisation reserves for itself and the Authority Audit Agents the right of immediate access to the records the subject of the audit, the Contractor's Premises and/or any Contractor's Staff. The Contractor shall render reasonable assistance to the conduct of such investigation at all times during the continuation of this Contract and at any time after its expiry or termination.

2.6.3 Without prejudice to the Authority audit rights pursuant to Paragraph 2.3, for the purposes of the National Audit Act 1983, the Comptroller and Auditor General may examine such documents as he or she may reasonably require which are owned, held or otherwise within the control of the Contractor and any Key Sub-Contractor to produce such oral or written explanations as he or she considers necessary.

2.6.4 Not used

**2.7 Response to Audits**

2.7.1 Following each audit, the Authority may provide to the Contractor, within a reasonable time, a report indicating:

2.7.1.1 any specific issues of non-compliance with this Contract which the Contractor is required to rectify (without representation that this is a complete list of all areas of non-compliance); and

2.7.1.2 any issues not concerning non-compliance but which the Authority may (without commitment by the Authority) wish to consider further with the Contractor,

identified as a result of the conducted audit.

2.7.2 If the Contractor disputes an audit report (provided in accordance with Paragraph 2.7.1), the Contractor shall within ten (10) Business Days of receiving the relevant report provide details of the basis for any such dispute together with documentation to support the Contractor's position to the Authority. In the event that the findings of the report remain disputed following that Contractor response, this shall be treated as a Dispute and dealt with in accordance with the Dispute Resolution Procedure (involving, where appropriate and possible, the applicable Authority Audit Agents).

2.7.3 Any matters raised by the Authority pursuant to Paragraph 2.7.1.2 shall be dealt with by the Parties through the Integrated Change Procedure.

2.7.4 If an audit identifies that the Authority has overpaid in respect of the Contract Price, the Contractor shall, subject to any amounts being subject to a Dispute as set out in Paragraph 2.7.2, pay to the Authority the amount overpaid within twenty (20) Business Days of being notified of this overpayment, or agree with the Authority to deduct the amount overpaid from the Contract Price calculation for the subsequent invoice. The Authority may deduct the relevant amount from the Contract Price if the Contractor fails to re-pay such overpayment in accordance with this Paragraph 2.7.4. The amount of overpayment will incur interest at the Prescribed Rate applied between the date that the Authority overpaid and the date the subsequent deduction is made.

**2.8 Audit Costs**

- 2.8.1 Subject to Paragraphs 2.8.2 to 2.8.4, the Parties shall bear their own respective costs and expenses incurred in complying with their obligations under this Schedule 12 (Audit).
- 2.8.2 If an audit identifies a Default by the Contractor, the Contractor shall reimburse the Authority for all of the Authority's and/or the relevant Related Organisations' reasonable, proportionate and evidenced costs and expenses incurred in the course of performing or facilitating the applicable audit within fourteen (14) Business Days of receipt of notice from the Authority and such audit shall not be counted for the purpose of Paragraph 2.8.1..

**2.9 National Audit Office**

- 2.9.1 Without prejudice to the Authority audit rights, the National Audit Office or its representatives are permitted by the Contractor to examine all relevant documents and other information owned, maintained or held by, or otherwise in the control of, the Contractor (including computerised records or data) relating to the Services as the National Audit Office may reasonably require or consider necessary for the purposes of:
- 2.9.1.1 the examination and certification of the accounts of the Authority; or
- 2.9.1.2 any examination under section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 2.9.2 The Contractor shall provide access in accordance with Paragraph 2.5 (and shall procure that any person acting on the Contractor's behalf who has such documents or other information shall also provide access) to such documents and/or other information for the National Audit Office for such purposes.
- 2.9.3 The Contractor shall furnish to the National Audit Office such oral or written explanations as it requires.
- 2.9.4 Nothing in this Schedule 12 (Audit) constitutes a requirement or agreement for the examination, certification or inspection of the accounts of the Contractor by the National Audit Office under section 6(3)(d) of the National Audit Act 1983.
- 2.9.5 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Contractor and/or any Sub-Contractor for the purposes of and pursuant to the



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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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National Audit Act 1983, the Government Resources and Accounts Act 2000, the Exchequer and Audit Departments Act 1921 and/or any other applicable Legislation.



**Ministry of  
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**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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## **SCHEDULE 13**

### **SECURITY**



**CONTENTS**

<b>1. INTRODUCTION.....</b>	<b>3</b>
<b>2. PRINCIPLES OF SECURITY .....</b>	<b>3</b>
<b>3. SECURITY POLICY .....</b>	<b>4</b>
<b>4. ORGANISATION OF INFORMATION SECURITY POLICY .....</b>	<b>4</b>
<b>5. INFORMATION AND EQUIPMENT ASSET MANAGEMENT.....</b>	<b>6</b>
<b>6. PERSONNEL SECURITY .....</b>	<b>6</b>
<b>7. PHYSICAL AND ENVIRONMENTAL SECURITY.....</b>	<b>7</b>
<b>8. COMMUNICATIONS AND OPERATIONS MANAGEMENT .....</b>	<b>7</b>
<b>9. ACCESS CONTROL.....</b>	<b>7</b>
<b>10. INFORMATION SYSTEMS ACQUISITION, DEVELOPMENT AND MAINTENANCE.....</b>	<b>7</b>
<b>11. INFORMATION SECURITY INCIDENT MANAGEMENT .....</b>	<b>7</b>
<b>12. BUSINESS CONTINUITY MANAGEMENT .....</b>	<b>8</b>
<b>13. COMPLIANCE .....</b>	<b>8</b>
<b>APPENDIX 1: CONTRACTOR DOCUMENTS.....</b>	<b>9</b>
<b>APPENDIX 2: CAS (T) SCHEME .....</b>	<b>10</b>
<b>APPENDIX 3: CONFIDENTIALITY UNDERTAKING.....</b>	<b>11</b>



## **1. INTRODUCTION**

### **1.1 This Schedule 13 covers:**

1.1.1 principles of protective security to be applied in delivering the Services;

1.1.2 additional security requirements.

### **1.2 The Contractor shall comply with the time frames for the delivery, certification, review and/or approval of (and subsequent updates to) the documentation referred to in the table (Contractor Documents) of Appendix 1 of this Schedule 13.**

### **1.3 All capitalised terms referred to in Paragraphs 3 to 13 **Error! Reference source not found.** shall, unless expressly stated, have the meanings set out in ISO 27001 or ISO 27002 (as applicable).**

## **2. PRINCIPLES OF SECURITY**

### **2.1 The Contractor shall ensure that the Services remain aligned with the latest HMG guidance for information risk management and information assurance, at time of writing this is represented by NCSC's CAS (T) documentation suite.**

### **2.2 The Contractor acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of information and consequently on the security management provided by the Contractor.**

### **2.3 The Contractor acknowledges that the Authority has provided a definition of the matter of the Contract in the Security Aspects Letter. The Contractor shall comply with the requirements of the SAL (including any updated or re-issued SAL).**

### **2.4 The Contractor shall establish and operate an Information Security Management System ('ISMS') to manage the security of the Services. The ISMS shall conform to the requirements of CESG Security Procedures Telecommunications Systems and Services ('SPTS&S') (see Appendix 2).**

### **2.5 The Contractor shall evidence that it is managing information risk to a level acceptable to the Authority by achieving and maintaining at all times CAS (T) certification of the ISMS (see Appendix 2).**

### **2.6 If NCSC withdraws the CAS (T) scheme and/or supporting documents and replaces them with an alternative approach for assuring the Services, the Contractor shall inform the Authority and will continue to meet the above requirement whilst engaging with the Authority through the change management process.**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 2.7 Any other IT systems used by the Contractor to process information relating to the Authority, such as billing and customer relationship management systems, shall be managed using an ISMS certified to ISO 27001:2013.
- 2.8 The Contractor shall appoint a designated individual to act as Security Controller for the Services. The Security Controller shall liaise with the Authority on matters of security relating to EM Service.
- 2.9 The Contractor shall implement and comply with the requirements of the agreed ICDs when interacting with other EM Contractors.
- 2.10 The Contractor agrees to provide assistance to the Authority should it be necessary to gather evidence of the correct functioning of the EM Service. Requests for such assistance shall follow the Contractor's existing processes.
- 2.11 All IA-related deliverables to be provided by the Contractor pursuant to this Contract should be reviewed and approved by the Contractor's security professionals who have appropriate training, experience and qualifications, . e.g. , for example, an NCSC Senior Certified Professional (CCP) certified in the role of Security and Information Risk Advisor (SIRA).
- 2.12 In the event of any inconsistency in the provisions of the above (or any other reference in this Schedule) standards, guidance and policies, the Contractor should notify the Authority's Representative of such inconsistency immediately upon becoming aware of the same, and the Authority's Representative shall, as soon as practicable, advise the Contractor of which provision the Contractor shall be required to comply with as appropriate and applicable to the Services.
- 2.13 For the purposes of this Schedule 13, any requirement for Authority approval will be on the basis that such approval must be in writing and is at the Authority's absolute discretion.

**ADDITIONAL SECURITY REQUIREMENTS****3. SECURITY POLICY**

No additional requirements beyond those described in SPTS&S.

**4. ORGANISATION OF INFORMATION SECURITY POLICY**

- 4.1.1 The Contractor shall identify Contractor's Staff with the following areas of responsibility:

- 4.1.1.1 board-level responsibility for information security within the Contractor organisation;

- 4.1.1.2 a Security Controller, being a competent person to liaise with the Departmental Security Officer and IT Security Officer regarding matters of information security management;
  - 4.1.1.3 information security specialists with the necessary skills and experience to fulfil the requirements of this Contract and those identified in the Security Aspects Letter, such as members of the NCSC Certified Professional Scheme;
  - 4.1.1.4 a person or team responsible for assessing the security implications of new technology and evaluating the opportunities presented by new security products and services.
- 4.1.2 The Contractor shall provide appropriate representation, including the Security Controller , at the Security Working Group and relevant sub-groups that are established by the Authority. Security Working Group meetings shall be held as directed by the Authority, but in any event not less than quarterly.
- 4.1.3 The Contractor shall provide secretarial support for every meeting of the Security Working Group, including producing and issuing minutes for agreement by all parties within five (5) Business Days of each meeting, unless agreed in advance by the Authority.
- 4.1.4 The Contractor shall define an appropriate process for escalation and resolution of security issues involving the Security Working Group for agreement with the Authority's ICT IA Team.
- 4.1.5 The Authority shall be entitled to receive summary reports of any audits conducted under the CAS (T) and ISO 27001 certification schemes.
- 4.1.6 If, on the basis of evidence provided by such audits, it is the Authority's reasonable opinion that compliance with the principles and practices of SPTS&S or ISO/IEC 27001 is not being achieved by the Contractor, then the Authority will notify the Contractor of the same and give the Contractor a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of SPTS&S or ISO/IEC 27001. The CAS (T) or ISO27001 certification body that undertook the current certifications should be notified by the Contractor of these nonconformities.
- 4.1.7 If, as a result of any such independent audit the Contractor is found to be non-compliant with the principles and practices of SPTS&S or ISO/IEC 27001 then the Contractor shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall subject to the provisions of Clause 42 of the Agreement, reimburse in full the costs incurred by the Authority in obtaining and/or undertaking such audit.



- 4.1.8 Where any Security Test carried out reveals any actual or potential Breach of Security, the Contractor shall promptly notify the Authority. Subject to the Authority's approval, the Contractor shall implement such changes to the ISMS in accordance with the timetable agreed with the Authority or, otherwise, if a timetable is not agreed, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS is to address a non-compliance with the security requirements, the change to the ISMS shall be at no cost to the Authority.
- 4.1.9 The Authority may commission independent security assurance testing in accordance with Paragraph 2.4.1.14 of Schedule 12 (Audit). The EM Network Contractor shall facilitate any such testing in accordance with paragraph 2.4.14 of Schedule 12 (Audit).
- 4.1.10 Following the completion of the agreed security assurance testing and where the tests demonstrate any Default under this Contract with regard to the EM Network Contractor's security assurance, the EM Network Contractor shall propose and agree with the Authority who at all times shall act reasonably, a security improvement plan, that covers as a minimum: prioritisation of agreed major non-conformities, timescales to resolve ; and mitigation / remediation measures.

**5. INFORMATION AND EQUIPMENT ASSET MANAGEMENT**

No additional requirements beyond those described in SPTS&S.

**6. PERSONNEL SECURITY**

- 6.1 The Contractor shall ensure that staff involved in the delivery of Services shall be screened in accordance with the requirements of the BPSS. For the avoidance of doubt, this includes:
- network engineers and system administrators supporting the Services.
  - staff involved in the procurement and provisioning of SIM Cards;
  - staff involved in the assignment of telephone numbers to subscriptions;
  - staff involved in the administration of the Allowed Caller List Solution;
  - Service Desk staff;
  - field engineers;
  - system administrators of the Contractor's ICT systems;
  - the service relationship manager;
  - the account manager.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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6.2 The Authority reserves the right to require individuals fulfilling the following roles on behalf of the Contractor to additionally hold national security vetting at the level of SC:

- regular SWG attendees
- solution architects and business analysts
- Security Controller
- security professionals

6.3 Where the Authority requires individuals to undergo national security vetting, the Authority will sponsor and hold this clearance.

7. **PHYSICAL AND ENVIRONMENTAL SECURITY**

No additional requirements beyond those described in SPTS&S.

8. **COMMUNICATIONS AND OPERATIONS MANAGEMENT**

8.1 Network Security Management

8.1.1 The Contractor shall put in place measures to minimise the details of the EM Services that are passed outside of the Authority.

8.1.2 The Contractor shall warrant that its core WAN architecture provides full resilience between access PoPs and core network nodes; and between core network nodes.

8.2 Information transfer

8.2.1 The Contractor shall comply with the handling of information as more specifically defined in the SAL and where relevant utilise a secure government connection approved by the Authority.

9. **ACCESS CONTROL**

No additional requirements beyond those described in SPTS&S.

10. **INFORMATION SYSTEMS ACQUISITION, DEVELOPMENT AND MAINTENANCE**

No additional requirements beyond those described in SPTS&S.

11. **INFORMATION SECURITY INCIDENT MANAGEMENT**

11.1 Information security continuity

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 11.1.1 The Contractor shall inform the Authority of Security Incidents affecting the Services or information relating to the Services.
- 11.1.2 The Contractor shall promptly report to the Authority any Security Incident or information that may affect the suitability of any of Contractor Staff to hold continued security clearance.

**12. BUSINESS CONTINUITY MANAGEMENT****12.1 Information security continuity**

- 12.1.1 The Contractor shall carry out a successful remote failover test for the Private Mobile Datalink Service not less than once each year from the anniversary of the Services Commencement Date or as near as possible in agreement with the Authority. Should a failure occur, then re-testing should take place at no additional cost to the Authority.
- 12.1.2 The Contractor shall maintain an IT Disaster Recovery Plan as part of the BCDR Plan.
- 12.1.3 The Contractor shall provide a BCDR Plan which contains a strategy for the whole of its Service provision. The Contractor shall permit the Authority to attend and witness any testing of the BCDR Plan as it relates to the Private Mobile Datalink Services. The Contractor shall ensure that any testing of the BCDR Plan as it relates to any of the Services is independently verified (including verification through the Contractor's internal audit department).
- 12.1.4 Not used

**13. COMPLIANCE****13.1 ISO/IEC27001 A.18.1 - Compliance with legal and contractual requirements**

- 13.1.1 The Contractor shall comply with the provisions relating to the protection of Personal Data as set out in Clause 37.2 (Protection of Personal Data).

**APPENDIX 1****CONTRACTOR DOCUMENTS**

The following are a list of documents the Contractor must create and maintain in accordance with this Schedule 13:

<b>REF</b>	<b>DOCUMENT</b>	<b>INITIAL DELIVERY DATE</b>	<b>UPDATE CYCLE</b>
	BCDR Plan	Prior to Service Commencement Date	At least annually.
	CAS(T) certificate for an ISMS used to manage the telecommunications systems and services provided by the Contractor	Prior to Service Commencement Date	Evidence of continued certification to be provided annually.  Updates to occur in line with the Contractor's overall CAS(T) certification programme.
	ISO 27001 certificate for an ISMS for the protection of customer information and data processed by the Contractor	Prior to Service Commencement Date	Evidence of continued certification to be provided annually.  Updates to occur in line with the Contractor's overall ISO27001 certification programme.

**APPENDIX 2: CAS (T) Scheme**

See <https://www.ncsc.gov.uk/articles/policy-and-guidance-documentation-suite-cas>

Including

- CESG Assured Service CAS Service Requirement Telecommunications
- Security Procedures Telecommunications Systems and Services
- Good Practice Guide Audit Handbook for CESG Assured Service (Telecoms)



**APPENDIX 3: CONFIDENTIALITY UNDERTAKING****CONFIDENTIALITY UNDERTAKING TO BE COMPLETED BY EACH RELEVANT EMPLOYEE**

**In connection with a contract between [CONTRACTOR] and the Secretary of State for Justice for the provision of electronic monitoring services.**

**To be signed by persons employed in providing the services before being given access to information relating to the [Youth Justice Board, the Ministry of Justice, HM Prison Service (including its public and private Prisons), Police Authorities & Services, HM Courts Service (including the Crown Court), Magistrates' Courts Committees, Civilian Executive Officers; HM Revenue & Customs; UK Borders Agency; HM Coroners, Probation Service Trusts, contractors providing the same or similar Service in a different area or for other contracting authorities, National Health Service (mental health hospitals); (hereinafter called "the Agencies") or being admitted to Agency premises.]**

I am employed by [CONTRACTOR]. I have been informed that I may be required to work for my employer in providing services to the Agencies. I understand that information in the possession of the Agencies must be treated as confidential.

I hereby give a formal undertaking, as a solemn promise to my employer and to the Agencies, that:

1. I will not communicate any of that information, or any other knowledge I acquire in the course of my work about the Agencies or about any person who is in the legal custody of the Agencies, to anyone who is not authorised to receive it in connection with that work.
2. I will not make use of any of that information or knowledge for any purpose outside that work.

I acknowledge that this applies to all information which is not already a matter of public knowledge and that it applies to both written and oral information.



I also acknowledge that this undertaking will continue to apply at all times in the future, even when the work has finished and when I have left my employment with the Contractor.

I have also been informed that I will be bound by the provisions of the Official Secrets Acts 1911 to 1989. I am aware that under those provisions it is a criminal offence for any person employed by a government contractor to disclose any document or information which is likely to result in an offence being committed, or which might provide assistance in an escape from legal custody or any other act affecting the detention of people in legal custody. I have read and been given a copy of the extracts from the Official Secrets Act 1989 attached to this Confidentiality Undertaking. I am aware that serious consequences may follow from any breach of that Act.

**SIGNED:**

Surname: \_\_\_\_\_

Forenames: \_\_\_\_\_

Date of Signature:

Contractor's Name: **[CONTRACTOR]**



**ANNEX TO APPENDIX 3**

**EXTRACT FROM THE OFFICIAL SECRETS ACT 1989**

**Section 4: Crime and special investigation powers**

- (1) A person who is or has been a Crown servant or government contractor is guilty of an offence if without lawful authority he discloses any information, document or other article to which this section applies and which is or has been in his possession by virtue of his position as such.
- (2) This section applies to any information, document or other article—
  - (a) the disclosure of which—
    - (i) results in the commission of an offence; or
    - (ii) facilitates an escape from legal custody or the doing of any other act prejudicial to the safekeeping of persons in legal custody; or
    - (iii) impedes the prevention or detection of offences or the apprehension or prosecution of suspected offenders; or
  - (b) which is such that its unauthorised disclosure would be likely to have any of those effects.

**Section 8: Safeguarding of information**

- (1) Where a Crown servant or government contractor, by virtue of his position as such, has in his possession or under his control any document or other article which it would be an offence under any of the foregoing provisions of this Act for him to disclose without lawful authority he is guilty of an offence if—
  - (a) being a Crown servant, he retains the document or article contrary to his official duty; or
  - (b) being a government contractor, he fails to comply with an official direction for the return or disposal of the document or article, or if he fails to take such care to prevent the unauthorised disclosure of the document or article as a person in his position may reasonably be expected to take.
- (2) A person is guilty of an offence if he discloses any official information, document or other article which can be used for the purpose of obtaining access to any information, document or other article protected against disclosure by the foregoing provisions of this Act and the circumstances in which it is disclosed are such that it would be reasonable to expect that it might be used for that purpose without authority.
- (3) Meaning of "government contractor" and "disclose":



- (a) by Section 12 (2), "government contractor" means any person who provides, or is employed in the provision of, goods or services for the purposes of any Minister of the Crown. By Section 13 (1)
- (b) "disclose" (in relation to a document or other article) includes parting with possession of it.



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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**SCHEDULE 14**

**EQUALITY**



**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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1. The Contractor shall not (and shall procure that the Sub-Contractors shall not) unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any other legislation relating to discrimination or equality in employment or the provision of services.
2. During the Contract Period the Contractor shall be responsible for the compliance and maintenance by it and the Sub-Contractors of policies to ensure that they comply with their obligations under equal opportunity legislation from time to time in force including the Equality Act 2010.
3. The Contractor shall (and shall procure that the Sub-Contractors shall) provide promptly such information and assistance as the Authority may reasonably request in writing for the purpose of compliance by the Authority of its obligations under equal opportunity legislation from time to time in force and/or assessing the Contractor's or any of the Sub-Contractors' compliance with the obligations under this Schedule 14.
4. The Contractor agrees to reflect this Schedule 14 in any Key Sub-Contract (and to procure that its Key Sub-Contractors do so in any sub-contract) to satisfy the requirements of this Contract.
5. The Contractor shall take all reasonable steps to ensure the observance of this Schedule 14 by all servants, employees or agents of the Contractor and shall procure that Sub-Contractors do the same in respect of their servants, employees or agents.

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**SCHEDULE 15**

**AUTHORITY POLICIES**

**AUTHORITY POLICIES**

<b>PIs</b>
PI 12 2011 - Implementation of the Deliver Curfew Requirements
PI 11/2011 – Implementation of Court Work other than Assessments and Reports Specification
PI 09/2015 - Licence Conditions and Temporary Travel Abroad
PI 2013 – 10/PSI 2013 25 – Accommodation and Support Service for Bail and HDC
AI22/2014, PSI30/2014, PI27/2 014 – Recall Review and Re-release of Recall Offenders
PI 06/2014 – Enforcement of Community Orders and Suspended Sentence Orders
PI 2013 – 10/PSI 2013 – 25 Accommodation and Support service for Bail and HDC
PI 02 2014 - Safeguarding of children and vulnerable adults added
PI 05/2014 - Case Allocation
PI 06/2014 – Enforcement
PI 15/2014 - Serious Further Offences
PI 20/2014 - Implementation of the Armed Forces Act 2006
PI 24/2014 - Enforcement of the Post Sentence Supervision Period
PI 25/2014 - NOMS Performance Hub Data Quality Policy
PI 01 2014 - Reviewing and reporting deaths of offenders under probation supervision in the community
PI 07/2014 - Case Transfers
PI 08/2014 - Process for Community Rehabilitation Companies to refer cases in the Community to NPS for review - risk escalation review
PI 08/2014 - Managing terrorist and extremist offenders in the community
PI 21/2014 - Giving evidence though video links to probation board oral hearings
PI 26/2014 - Release on Licence for Foreign National Prisoners pending Deportation
PI 32/2014 – Approved Premises
PI 04/2009 - Recall of Prisoners on Licence - Sharing Information and Performance Monitoring



<b>PCs</b>
PSI 34/2014 - PI 52/2014 Provision of Offender Risk Information to Home Office Immigration Enforcement regarding Foreign National Offenders who are being considered for Deportation
PC 25 2005 - CJA 2003 Implementation on 4 April
PC 44 1998 – HDC – The Role of the Probation Service
PC 1 1999 – Implementation of s.103 Crime and Disorder Act
PC 17 2008 – HDC – Cross-Border Arrangements with Scotland
<b>PSIs</b>
PSI 41/2008 – Cross border arrangements for HDC
PSI 18/2014 – Licence, Licence Conditions and Polygraph examinations
PSI 25/2013 – PI 10/2013 – Accommodation and Support Service for Bail and HDC ( <i>Replaces Annex I and para 5.17.8 to PSO 6700</i> )
PSI 43/2012 – Legal Aid, Sentencing and Punishment of Offenders Act 2012 - HDC ( <i>consolidates CJA 91 &amp; 03 schemes, guidance on multiple sentences, updates presumed unsuitable offence lists</i> )
PSI 52-2011 – <i>paras 2.42-2.52 and annex D add guidance on Foreign National Prisoners and HDC.</i>
AI22/2014, PSI30/2014, PI27/2014 – Recall, Review and Re-release of Recall Offenders
PSI 31/2006 – Impact of CJA 2003 & consolidation of guidance
PSI 53/2004 - Changes to HDC Risk Assessment Process
PSI 31/2003 – Changes to HDC ( <i>increase to 135 days; introduction of presumed unsuitable offences</i> )
PSI 39/2002 - Extension of Presumptive HDC
PSI 19/2002 - Changes to HDC Policy: Presumptive HDC
PSI 09/2001 - Home Detention Curfew ( <i>to reflect statutory exclusion of registered sex offenders from HDC</i> )
PSI 25/2013, PI10/2013 – Accommodation and Support Service for Bail and HDC

<b>PSOs</b>
PSO 6700 - Home Detention Curfew
EMT TPIM Combined Strategic Protocol Guidance
<b>Other Policies</b>
MAPPA Guidance 2012 Version 4.0
Paragraph 12 to Schedule 1 of the Terrorism Prevention and Investigation Measures Act 2011
UKBA Electronic Monitoring Policy: Criminality and Detention Group V2.8 21.9.2010
YJB Electronic Monitoring Joint Protocol 2010
Extension of the Home Detention Curfew Scheme to Juveniles Serving Sentences of Detention Under Section 91 of the Powers of Criminal Courts (Sentencing) Act 2000 – guidance note dated 7 July 2003
Electronic Monitoring Policy; Immigration Enforcement v2.9 (5 July 2013)
Electronic Monitoring Policy; Suitability and Guidance for Caseworkers v1.8 (21 October 2013)
Department of Education - Working Together to Safeguard Children  <a href="http://www.education.gov.uk/aboutdfe/statutory/g00213160/working-together-to-safeguard-children">http://www.education.gov.uk/aboutdfe/statutory/g00213160/working-together-to-safeguard-children</a>
<a href="http://www.justice.gov.uk/youth-justice/courts-and-orders/disposals/youth-rehabilitation-order">http://www.justice.gov.uk/youth-justice/courts-and-orders/disposals/youth-rehabilitation-order</a>
<a href="http://sentencingcouncil.judiciary.gov.uk/sentencing/what-sentences-for.htm">http://sentencingcouncil.judiciary.gov.uk/sentencing/what-sentences-for.htm</a>
<a href="http://sentencingcouncil.judiciary.gov.uk/sentencing/community-sentences.htm">http://sentencingcouncil.judiciary.gov.uk/sentencing/community-sentences.htm</a>
<a href="http://www.legislation.gov.uk/ukpga/2003/44/section/204">http://www.legislation.gov.uk/ukpga/2003/44/section/204</a>
<a href="http://www.justice.gov.uk/youth-justice/courts-and-orders/electronic-tagging">http://www.justice.gov.uk/youth-justice/courts-and-orders/electronic-tagging</a>
<a href="http://www.justice.gov.uk/downloads/youth-justice/national-standards-trial/national-standards-trial-2012.pdf">http://www.justice.gov.uk/downloads/youth-justice/national-standards-trial/national-standards-trial-2012.pdf</a>
<a href="http://www.justice.gov.uk/youth-justice/improving-practice/case-management-guidance">http://www.justice.gov.uk/youth-justice/improving-practice/case-management-guidance</a>

**APPENDIX 1****CORPORATE SOCIAL RESPONSIBILITY**

The Contractor's Group Corporate Responsibility and Sustainability website is at:

<http://www.crandsustainability.telefonica.com/en/>

The Contractor's Group Supply Chain Responsibility Policy is available at:

[http://www.telefonica.com/en/about\\_telefonica/pdf/suppliers/politica\\_en\\_con\\_firma\\_def.pdf](http://www.telefonica.com/en/about_telefonica/pdf/suppliers/politica_en_con_firma_def.pdf)

The Contractor's Group Environmental Policy is available at:

[http://www.crandsustainability.telefonica.com/en/media/pdf/Telefonica\\_PoliticaAmbiental\\_En.pdf](http://www.crandsustainability.telefonica.com/en/media/pdf/Telefonica_PoliticaAmbiental_En.pdf)

The Contractor's Group Business Principles are available at:

[http://www.telefonica.com/en/about\\_telefonica/pdf/OurBusinessPrinciples.pdf](http://www.telefonica.com/en/about_telefonica/pdf/OurBusinessPrinciples.pdf)

These business principles are the Contractor's ethical code and govern how it undertake its daily activities. They are applicable to all the Contractor's employees in all of the countries in which it operates. They include a series of general principles, based on: honesty, integrity and trust, respect for the law and for human rights. These principles can be broken down into other more specific ones, in order to assure the trust of customers, employees, shareholders, suppliers and society in general.

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**SCHEDULE 16**

**FINANCIAL DISTRESS**

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**CONTENTS**

1	NOT USED.....	3
2	BACKGROUND	3
3	FINANCIAL RATIOS AND REPORTING	3
4	CREDIT RATING	3
5	DUTY TO NOTIFY	4
6	CONSEQUENCES OF A FINANCIAL DISTRESS EVENT	4
7	TERMINATION RIGHTS	7
	APPENDIX 1: CREDIT RATINGS	8
	APPENDIX 2: FINANCIAL STANDING	9

**1. Not Used****2. BACKGROUND**

- 2.1 This Schedule 16 provides for the assessment of the financial standing of the Contractor and Key Sub-Contractors and the establishment of trigger events relating to changes in such financial standing which if breached will have specified consequences.

**3. FINANCIAL STANDING AND REPORTING**

- 3.1 The Contractor warrants and represents to the Authority for the benefit of the Authority that as at the Contract Reset, the Financial Standing of the Contractor are as specified in Table A at paragraph 1.2 of Appendix 2.
- 3.2 The Contractor shall regularly monitor the Contractor's Financial Standing in line with the instructions in Appendix 2.
- 3.3 The Contractor shall provide to the Authority, as soon as they shall have been sent to the shareholders in order to be laid before an annual general meeting of the Contractor, but not later than two hundred (200) Business Days after the end of each accounting reference period of the relevant entity (where part or all of such period occurs during the Services Period) the audited accounts of the Contractor in respect of that period, prepared in accordance with the Companies Act 2006 and generally accepted accounting principles in the United Kingdom, together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.
- 3.4 Each set of accounts delivered to the Authority by the Contractor under Paragraph 3.3 shall be certified by the Contractor's financial controller (or equivalent senior officer) of the relevant entity as giving a true and fair view of its financial condition as at the date at which those accounts were drawn up.
- 3.5 At the same time as each set of accounts under Paragraph 3.3 is delivered to the Authority, the Contractor shall supply to the Authority a certificate, signed by the Financial Controller (or equivalent senior officer) of the Contractor as being true and accurate, setting out (in reasonable detail) computations that demonstrate each of the Financial Ratios in respect of each such entity as at the last day of the relevant financial quarter or accounting reference period.

**4. CREDIT RATING**

- 4.1 The Contractor warrants and represents to the Authority for the benefit of the Authority that as at the Commencement Date, the credit ratings issued for the Contractor by the Rating Providers are as specified in Table A at paragraph 1.1 of Appendix 1.

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 4.2 The Contractor shall notify the Authority if the credit ratings issued for the Contractor fall below the levels set out in this Schedule 16. This Schedule 16 outlines the consequences where the credit ratings issued for the Contractor fall below those levels
- 4.3 The Contractor shall notify (or shall procure that its auditors notify) the Authority in writing as soon as reasonably practicable if it ceases to have the Dun and Bradstreet Rating (and in any event within ten (10) Business Days of ceasing to have such credit rating(s)), whereupon the Parties shall agree alternative credit rating(s) for inclusion in this Schedule 16 through the Integrated Contract Change Procedure.
- 4.4 The Contractor shall regularly monitor the Contractor's credit ratings with the Rating Providers.
- 4.5 Where the Contractor's credit ratings provided by the Rating Providers listed in Appendix 1 differ, for the purposes of the Financial Distress Events, the relevant Credit Rating Threshold shall be determined by reference to the lower credit rating.

**5. DUTY TO NOTIFY**

- 5.1 The Contractor shall notify (or shall procure that its auditors notify) the Authority in writing as soon as reasonably practicable following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, shall ensure that such notification is made within two (2) Business Days of the date on which the Contractor first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).
- 5.2 For the avoidance of doubt the Authority acknowledges and agrees that clause 28.4.3 of the Contract shall not apply and the Contractor shall not be required to include relevant clauses (as stipulated in clause 28.4.3.1 and 28.4.3.2) in Sub-Contracts with Key Sub-Contractors.

**6. CONSEQUENCES OF A FINANCIAL DISTRESS EVENT**

- 6.1 If the Financial Distress Event consists of:
  - 6.1.1 the Contractor's credit ratings dropping below the Credit Rating Threshold;
  - 6.1.2 the Contractor's Financial Standing falling below zero;

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 6.1.3 the Contractor issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- 6.1.4 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Contractor;
- 6.1.5 the Contractor committing a material breach of covenants to its lenders;
- 6.1.6 a Key Sub-Contractor notifying the Authority that the Contractor has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; or
- 6.1.7 any of the following:
  - 6.1.7.1 commencement of any litigation against the Contractor with respect to financial indebtedness or obligation under a service contract;
  - 6.1.7.2 non payment by the Contractor of any financial indebtedness;
  - 6.1.7.3 any financial indebtedness of the Contractor becoming due as a result of an event of Default; or
  - 6.1.7.4 the cancellation or suspension of any financial indebtedness in respect of the Contractor,

which the Authority reasonably believes could impact on the continued performance and delivery of the Services in accordance with this Contract,

then, immediately upon notification of the Financial Distress Event (or if the Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Contractor), the Contractor shall have the obligations and the Authority shall have the rights and remedies as set out in Paragraphs 6.3 to 6.6.

- 6.2 In the event of a late or non-payment of a Key Sub-Contractor pursuant to Paragraph 6.1.6, the Authority shall not exercise any of its rights or remedies under Paragraph 6.3 without first giving the Contractor ten (10) Business Days to:
  - 6.2.1 rectify such late or non-payment; or



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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 6.2.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 6.3 The Contractor shall:
  - 6.3.1 at the request of the Authority, meet with the Authority as soon as reasonably practicable (and in any event within three (3) Business Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify the Contractor in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract;
  - 6.3.2 where the Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 6.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract, submit to the Authority for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Business Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Contractor in writing); and
  - 6.3.3 provide such financial information relating to the Contractor as the Authority may reasonably require.
- 6.4 The Authority shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably and shall notify the Contractor within five (5) Business Days of receipt of the draft Financial Distress Service Continuity Plan as to whether it is approved. If the Authority does not approve the draft Financial Distress Service Continuity Plan it shall inform the Contractor of its reasons and the Contractor shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Authority within five (5) Business Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the Authority or referred to the Dispute Resolution Procedure.
- 6.5 If the Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 6.6 Following approval of the Financial Distress Service Continuity Plan by the Authority, the Contractor shall:
- 6.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Contract;
  - 6.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 6.6.1, submit an updated Financial Distress Service Continuity Plan to the Authority for its approval, and the provisions of Paragraphs 6.4 and 6.5 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
  - 6.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 6.7 Where the Contractor reasonably believes that the relevant Financial Distress Event under Paragraph 6.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and the Parties may agree that the Contractor shall be relieved of its obligations under Paragraph 6.6.

**7. TERMINATION RIGHTS**

- 7.1 The Authority shall be entitled to terminate this Contract under Clause 51.2 (Termination by the Authority for Contractor Default) if:
- 7.1.1 the Contractor fails to notify the Authority of a Financial Distress Event in accordance with Paragraph 6.1;
  - 7.1.2 the parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 6.3 to 6.5; and/or
  - 7.1.3 the Contractor fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.6.3.

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**APPENDIX 1****CREDIT RATINGS****1. CREDIT RATINGS**

- 1.1 The initial credit ratings of the Contractor and Key Sub-Contractors as at the Commencement Date are as follows:

<b>Relevant Entity</b>	<b>Dun and Bradstreet ScoreCheck</b>
The Contractor	██████████

Table A: Initial Credit Ratings

- 1.2 The Contractor or Key Sub-Contractor's credit rating shall drop below the Credit Rating Thresholds where it is at the following level or below:

**CONTRACTOR**

- Credit Rating Threshold
  - Dun and Bradstreet ██████████

## OFFICIAL

Contract For The Provision Of Electronic Monitoring Network Services – Lot 4

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## APPENDIX 2

**FINANCIAL STANDING****1. FINANCIAL STANDING**

- 1.1 In this Schedule 16, "**Financial Standing**" means, in respect of each of the Contractor each of the following (and "**Financial Standing**" shall mean any one of them):

<b>Financial Ratio</b>	<b>Definition</b>
" <b>EBIT</b> "	As defined in Schedule 1.
" <b>Net Assets</b> "	As defined in Schedule 1.

- 1.2 The initial Financial Ratios of the Contractor as at the Contract Reset are as follows:

<b>Relevant Entity</b>	<b>EBIT</b>	<b>Net Assets</b>
The Contractor		

Table A: Initial Financial Ratios

- 1.3 The Contractor shall fall below the required Financial Standing Threshold if either their EBIT or Net Assets for an accounting reference period drops below zero.



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Contract For The Provision Of Electronic Monitoring Network Services – Lot 4

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**SCHEDULE 17**

**APPROVED SUB-CONTRACTORS**



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Contract For The Provision Of Electronic Monitoring Services – Lot 4

Procurement Directorate

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**APPROVED SUB-CONTRACTORS**

At the Commencement Date there are no Sub-Contractors.



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Contract For The Provision Of Electronic Monitoring Network Services – Lot 4

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## **SCHEDULE 18**

### **CONTRACTOR'S KEY STAFF**



Contract For The Provision Of Electronic Monitoring Network Services – Lot 4

Name	Title	Applicable Dates	Comments
		From Contract Reset until the end of the Contract Period	
		Until the Services Commencement Date	
		Until the Service Commencement Date	
		The Contract Period	
		Until Services Commencement Date	
		From the Service Commencement Date for the remainder of the Contract Period	
		From the invocation of the Exit Period until its completion	





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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**SCHEDULE 19**

**SUSTAINABILITY REPORTING REQUIREMENTS**

## **SUSTAINABILITY REPORTING REQUIREMENTS**

### **1. Ethical Standards and Corporate Social Responsibility Processes**

- 1.1. The Contractor acknowledges that as a Government department, the Authority has a duty to ensure the integrity of its supply chain in accordance with the highest social and ethical standards and that for each component of the supply chain as listed in Schedule 17 (Approved Sub-Contractors), the Contractor shall conduct risk based due diligence of its supply chain.
- 1.2. The Contractor shall submit annually the Telefonica SA Sustainability Report.
- 1.3. The Authority shall be entitled, in its absolute discretion and at its own expense, to accompany the Contractor during any internal or independent audit.
- 1.4. Where any internal or accredited independent third party audit shows that any part of the Contractor's organisation or its supply chain engaged in the performance of the Contract fails to materially achieve the standards set out in this Schedule 19, or a corrective action plan such that it irreversibly undermines the confidence of the Authority in the continued performance of the Contract, the Authority shall be entitled to require the Contractor to remove that part of the Contractor's organisation or of its supply chain from its operation and propose an alternative.
- 1.5. The table below summarises the actions and potential activities that will be applied throughout the Contract:

<b>Requirement</b>	<b>Due Date</b>	<b>Frequency</b>
Independent audit report (Telefonica SA Sustainability Report)	Services Commencement Date	Annual
Internal audit report	As required	As required
Corrective action plan (linked to internal audit report)	As required	As required
Corrective action plan (linked to independent audit report)	As required	As required

**2. Environmental Standards and Sustainability Process**

- 2.1. Throughout the term of the Contract the Contractor shall ensure compliance with ISO14001 (or equivalent). The Authority may request a copy of the Contractor's ISO14001 (or equivalent) certificate at any time.
- 2.2. The Contractor shall take responsibility for the environmental impact of all the entities listed as sub-contractors in Schedule 17 (Approved Sub-Contractors).



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**SCHEDULE 21**

**INTEGRATED CONTRACT CHANGE PROCEDURE**

**SCHEDULE 21****INTEGRATED CONTRACT CHANGE PROCEDURE****1. Introduction**

- 1.1 To the extent that decisions taken by any of the governance groups referred to in an EM Services Contract involve a Change to this Contract, one or more of the EM Services Contracts or the Collaboration Agreement they shall be dealt with in accordance with this Integrated Contract Change Procedure.
- 1.2 The Authority and/or any EM Contractor may raise a Change Request in accordance with the procedure set out in this Schedule 21 (Integrated Contract Change Procedure).
- 1.3 Changes in costs arising from fluctuations in volumes of EM Network Services set out in paragraphs 6.4(B) to (D) inclusive of Schedule 6 (Price and Payment Mechanism) they will not be treated as a Change save in accordance with Paragraph 2.4 (Necessary Change) of this Schedule 21 (Integrated Contract Change Procedure).
- 1.4 Changes falling under the scope of this Schedule 21 (Integrated Contract Change Procedure) shall only take effect where a valid Change Notice is executed in accordance with this Schedule 21 (Integrated Contract Change Procedure) by the Authority's Representative and each relevant EM Contractor's Representative as set out in Clause 27.2 of the Main Terms.
- 1.5 The Authority shall be entitled in its absolute discretion to withdraw or reject any proposed Change, subject to its obligations in respect of Necessary Changes.
- 1.6 If a proposal is made for a Change which has significant implications for the EM Services such that the timescales set out in this Schedule 21 (Integrated Contract Change Procedure) would be unrealistic, the Authority shall review the timescales and shall notify the EM Contractors of the revised timescales applicable for that proposed Change.

**2. Change Process****2.1 Identification of a Change**

- 2.1.1 If a need for a Change is identified by either the Authority or an EM Contractor it shall be highlighted in the relevant Governance Structure as set out in Clause 26 (Governance).
- 2.1.2 If the Change is identified by an EM Contractor the Authority shall appoint an Authority sponsor to oversee and be responsible for the Change Request on the EM Contractor's behalf.

**2.2 Change Request**

- 2.2.1 A Change Request shall be submitted to the PMO for discussion at a relevant Governance Structure as set out in Clause 26 (Governance).

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2.2.2 The Change Request shall include:

- (a) the required Change in sufficient detail to enable the Authority and relevant EM Contractors to assess the impact to its Services and/or the applicable Contract Price;
- (b) the reason(s) for the proposed Change;
- (c) any required date for the Change to be implemented;
- (d) whether it is a Necessary Change or a proposed Change.

2.2.3 If the relevant EM Contractors require any clarification in relation to the Change Request before they can deliver the information referred to in Paragraph 2.3.1 of this Schedule 21 (Integrated Contract Change Procedure), then they shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Authority to fully understand:

- (a) the nature of the request for clarification; and
- (b) the reasonable justification for the request

the time period to provide the information referred to in Paragraph 2.3.1 of this Schedule 21 (Integrated Contract Change Procedure) shall be extended by the time taken by the Authority to provide such clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

**2.3 Impact Assessment**

2.3.1 EM Contractors affected by the Change Request shall within fifteen (15) Business Days of receipt of the Change Request, or as otherwise agreed, provide to the Authority for the proposed Change containing, as a minimum, the following information:

- (a) an Estimate including (where applicable to the proposed Change) the information set out in Schedule 6 (Price and Payment Mechanism) to the relevant EM Services Contract with respect to pricing, financial transparency and the submission of a proposed updated Financial Model, any estimated change in costs or revenues that directly result from the Change and/or any Capital Expenditure or Revenue Expenditure that is required or is no longer required as a result of the Change;
- (b) an Impact Assessment setting out:
  - (i) the changes to the EM Services for which the Contractor is responsible;

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- (ii) any changes to the provisions of this Contract, any identifiable changes to the other EM Services Contracts or the Collaboration Agreement;
- (iii) any proposed temporary relief from performance of its obligations reasonably required in order to implement the Change;
- (iv) the proposed performance mechanism that would apply to any changed or new EM Services;
- (v) impacts on any Service documentation maintained or delivered under the relevant EM Services Contract;
- (vi) detailed proposals as to how the Change would be implemented including details of:
  - (1) the timetable for implementation;
  - (2) if the Change occurs during Mobilisation the impact on the Mobilisation Plan, supported by an updated project plan
  - (3) any Sub-Contractors to be used;
  - (4) the Acceptance testing regime to be used and any associated Acceptance Criteria; and
  - (5) any Intellectual Property Rights to be used or created.

2.3.2 Within fifteen (15) Business Days of receiving all of the information referred to in Paragraph 2.3.1 of this Schedule 21 (Integrated Contract Change Procedure) to the reasonable satisfaction of the Authority, the Authority shall consolidate such information setting out full anticipated impacts of the proposed Change across this Contract, each of the relevant EM Services Contracts and the Collaboration Agreement.

**2.4 Necessary Changes**

2.4.1 Subject to Paragraph 2.3 of this Schedule 21 (Integrated Contract Change Procedure), where the Change Request relates to a Necessary Change, an EM Contractor shall:

- (a) be required to implement the Change by the required date, unless it can demonstrate that the required date is not achievable (in which case it shall propose a date which is);
- (b) mitigate, to the extent reasonably possible, any detrimental effect on the performance of the EM Services; and

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- (c) where the Authority is to bear any of the costs of the Change, (without prejudice to the other provisions of this Schedule 21 (Integrated Contract Change Procedure) ) take all reasonable steps to minimise the cost of implementing such Change to the maximum extent practicable.

**3. Review**

- 3.1 The Change Request, including the corresponding EM Contractor Impact Assessments, will be reviewed by the Authority at the relevant Governance Structure as set out in Clause 26 (Governance). During which review the Authority shall take into consideration:
- 3.1.1 the matters set out in the Impact Assessment and/or Estimate (where applicable);
  - 3.1.2 the impact of the proposed Change on the Authority's business or the business of any Related Organisation and on any other third party;
  - 3.1.3 the impact of the proposed Change on any of the EM Services (whether or not delivered by the EM Contractor requesting the change);
  - 3.1.4 the impact of the proposed Change on any other EM Contractor, including taking into account any comments on the Change Request received by the Authority from any other EM Contractor;
  - 3.1.5 the impact of the proposed Change on the Financial Model and Contract Price (pursuant to Schedule 6 (Price and Payment Mechanism) of the relevant EM Services Contract(s)) and any other cost to the Authority or any Related Organisations and the extent to which the proposed Change is affordable;
  - 3.1.6 the benefit to the Authority of any Gain Share proposed by the relevant EM Contractor(s);
  - 3.1.7 any additional operational, security reputational or commercial risk to which the Authority or any Related Organisation may be exposed; and
  - 3.1.8 the impact on Dependencies and Key Milestones.
- 3.2 The Authority shall provide copies of the Change Request and related Impact Assessments, if necessary, to any other EM Contractors that may be impacted by the proposed Change provided that all pricing and other Commercially Sensitive Information relating to any EM Contractor within such Change Request is appropriately redacted.
- 3.3 Not used
- 3.4 Following consideration of the relevant Change Request and related Impact Assessments, the Authority at the applicable Governance Structure as set out in Clause 26 (Governance) (without prejudice to Paragraph 1.5) shall either:



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- 3.4.1 approve the proposed Change Request and proceed to execute the Change Notice in accordance with Paragraph 4;
  - 3.4.2 give notice to the applicable Authority sponsor, requiring the Authority and/or relevant EM Contractor(s) (as applicable) to prepare a revised Impact Assessment produced pursuant to Paragraph 2.3.1(b) of this Schedule 21 (Integrated Contract Change Procedure) and/or Estimate (or any part of either of them) within such reasonable time period as the Authority may require;
  - 3.4.3 give notice to the applicable Authority sponsor, requiring the Authority and/or relevant EM Contractor(s) (as applicable) to meet to discuss any issues arising from the Impact Assessment produced pursuant to Paragraph 2.3.1(b) of this Schedule 21 (Integrated Contract Change Procedure) and/or Estimate (or any part of either of them), during which each EM Contractor may be required to:
    - (a) provide evidence it has used reasonable endeavours to minimise any increase in costs and maximise any reduction in or avoidance of costs and to oblige any Sub-Contractors to do the same;
    - (b) obtain competitive quotes for the activities required to deliver the Change where practicable and where requested by the Authority;
    - (c) demonstrate how any Revenue Expenditure and/or Capital Expenditure to be incurred or avoided is being measured in a cost effective manner; and/or
    - (d) where applicable provide evidence it has used reasonable endeavours to minimise any impact on the Programme Plan and to oblige any sub-contractors to do the same;
    - (e) where reasonably possible, provide commercially available evidence as to how similar businesses are pricing changes applicable to EM Services similar to the proposed Change;
  - 3.4.4 require that the relevant Authority sponsor modify its Change Request, in which case the sponsor shall as soon as practicable (and in any event within fifteen (15) Business Days) after receipt of such requirement, submit a revised Change Request together with any consequential changes to the Impact Assessment produced pursuant to Paragraph 2.3.1(b) of this Schedule 21 (Integrated Contract Change Procedure) and/or Estimate (where applicable); or
  - 3.4.5 or withdraw the relevant Change Request;
  - 3.4.6 reject the relevant Change Request.
- 3.5 If the Authority rejects the relevant Change Request pursuant to Paragraph 3.4.6, it shall provide written notice of the reason(s) for such rejection.

**OFFICIAL****Contract For The Provision of Electronic Monitoring Network Services - Lot 4**

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**4. Contract Change**

- 4.1 Following approval of any proposed Change Request in accordance with Paragraph 3, the Authority shall within ten (10) Business Days or such other period as the Authority may indicate, prepare two (2) identical copies of the Change Notice and deliver them promptly to the relevant EM Contractor(s).
- 4.2 Each copy shall be signed by each relevant Contractor's approved signatory prior to execution by the Authority's approved signatory.
- 4.3 Following execution, a copy shall be provided to the Authority and each relevant EM Contractor for its records.

**5. Managing Change****5.1 Change Log****5.1.1 The Authority shall:**

- (a) record at the time originated, and track the progress of, all Change Requests within the Change Log and report the status of Change Requests and any Changes to the relevant governance bodies in accordance with the Governance Structure; and
- (b) retain all information for each Change Request, whether finally authorised or not, and shall make such records available to relevant EM Contractor(s) in respect only of the Change Requests that relate to their own EM Services Contracts or to the Collaboration Agreement, as the case may be.

**6. General Provisions**

- 6.1 Subject to Paragraph 6.2, each of the EM Contractors and the Authority shall bear its own costs in relation to the preparation and agreement of each Change Request (including the preparation of any Estimate and Impact Assessment produced pursuant to Paragraph 2.2.1(b) of this Schedule 21 (Integrated Contract Change Procedure)) and updating and maintaining any records as required under this Schedule 21 (Integrated Contract Change Procedure).
- 6.2 The Authority's and relevant EM Contractors' reasonable costs incurred in respect of any use of the Integrated Contract Change Procedure as a result of any Service Failure or Default by an EM Contractor shall be treated as a component of an Integration Claim.

**SCHEDULE 22**  
**INSURANCE REQUIREMENTS**

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**CONTENTS**

1	INSURANCE PROCESSES	3
1	THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE	4
3	UNITED KINGDOM COMPULSORY INSURANCES	5

**PART A: INSURANCE PROCESSES****1. INSURANCE PROCESSES**

1.1 Without limiting the other provisions of this Contract, the Contractor shall:

- 1.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with good industry practice, including but not limited to the investigation and reporting of relevant claims to insurers;
- 1.1.2 promptly notify the insurers of any relevant material fact under any Insurances of which the Contractor is or becomes aware; and
- 1.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a part and for which it is responsible under this Contract.

1.2 Neither Party shall take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

1.3 The Authority may elect (but shall not be obliged) where notice has been provided to the Contractor to purchase any insurance which the Contractor is required to maintain pursuant to this Contract but has failed to maintain in full force and effect, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.

1.4 The Contractor shall from the Commencement Date and whenever requested by the Authority thereafter provide evidence, in a form satisfactory to the Authority, that the Insurances are in full force and effect and meet in full the requirements of Clause 43 (Insurance) and this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contractor of its liabilities and obligations under this Contract.

1.5 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

- 1.5.1 Not Used ;
- 1.5.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Contractor shall ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; and
- 1.5.3 if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, it shall submit to the Authority full details of the policy concerned and shall submit forthwith its proposed solution for maintaining the minimum limit of indemnity specified.

1.6 The Contractor shall notify the Authority at least five (5) Business Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 1.7 The Contractor shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances.
- 1.8 If the Authority receives a claim relating to the Services or this Contract in which the Contractor is or is likely to be a party, the Authority shall promptly inform the Contractor and the Parties shall co-operate with each other and provide mutual assistance in dealing with such claims including, without limitation, providing information and documentation in a timely manner. Neither Party shall make any statements regarding the claim or admission of liability without the other Party's prior written approval.
- 1.9 Except where the Authority is the claimant party, the Contractor shall give the Authority notice within twenty (20) Business Days after any insurance claim in excess of [REDACTED] relating to the provision of the Services or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances. If required by the Authority, the Contractor shall provide full details of the incident giving rise to the claim except that the Contractor shall not be obligated to provide any details which may cause it to be in breach of the terms of any insurance policy. The Authority shall not make any statements regarding the claim or admission of liability without the Contractor's prior written approval.
- 1.10 Where any Insurance requires payment of a premium, the Contractor shall be liable for such premium.
- 1.11 Where any Insurance referred to in Clause 43 (Insurance) and this Schedule is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible and shall indemnify the Authority against any loss or claims which would otherwise be insured but for the excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**PART B: REQUIRED INSURANCES****2. THIRD PARTY PUBLIC, PRODUCTS & FINANCIAL LOSS LIABILITY INSURANCE****2.1 Insured**

The Contractor.

**2.2 Interest**

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.2.1 death or bodily injury to or sickness, illness or disease contracted by any person;

2.2.2 loss of or damage to property; or

2.2.3 financial loss incurred as a result of any negligent act, error and/or omission,

happening during the Period of Insurance and arising out of or in connection with the provision of the Services and/or in connection with the Contract and/or the Collaboration Agreement.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**2.3 Limit of Indemnity**

Not less than [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited, but [REDACTED] in respect of any one occurrence and in the aggregate per annum in respect of products and pollution liability.

**2.4 Territorial Limits**

United Kingdom.

**2.5 Jurisdiction and choice of law relating to policy interpretation**

Courts of England and Wales and English law.

**2.6 Period of Insurance**

From the date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

**2.7 Cover Features and Extensions**

2.7.1 No policy exclusion relative to abuse.

**2.8 Principal Exclusions**

2.8.1 War and related perils.

2.8.2 Nuclear and radioactive risks.

2.8.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

2.8.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.

2.8.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

2.8.6 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

2.8.7 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

**2.9 Maximum Deductible**

Not to exceed [REDACTED] for each and every third party property damage or financial loss claim (personal injury claims to be paid in full).

**3. UNITED KINGDOM COMPULSORY INSURANCES**

3.1 The Contractor is required to meet its United Kingdom and all other statutory insurance obligations in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.

**OFFICIAL****Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 3.2 The limit of indemnity for the employers' liability insurance shall not be less than [REDACTED] (or such other limit as may be required by Law from time to time) for any one occurrence inclusive of costs, the number of occurrences being unlimited.



**SCHEDULE 23****DISPUTE RESOLUTION****1. *Intellectual Property Rights and Confidentiality Dispute Resolution***

- 1.1. Any Dispute that arises between Disputing Parties that relates to any alleged infringement of Intellectual Property Rights and/or disclosure of Confidential Information shall, without prejudice to the right of the Disputing Parties to commence legal proceedings (including making a claim for interim or interlocutory relief), be subject to the following provisions.
- 1.2. If a Disputing Party considers that another Disputing Party has infringed or is about to infringe its Intellectual Property Rights and/or another Disputing Party has disclosed or is about to disclose its Confidential Information to a third party then the relevant Disputing Party shall be entitled to notify the Authority and shall identify the relevant infringement or suspected infringement of its Intellectual Property Rights and/or disclosure of Confidential Information.
- 1.3. Within ten (10) days of a Disputing Party notifying the Authority of any alleged infringement of Intellectual Property Rights and/or disclosure of Confidential Information, the Authority shall hold a meeting between the Level 3 representatives (as set out in Appendix 2 to this Schedule 23 (Dispute Resolution)) of all affected Disputing Parties and the Authority to assess and discuss such claim. Such meeting shall be chaired by the Authority. The attendees at such meeting shall use reasonable endeavours to resolve such claim and agree any settlement terms in accordance with the provisions of the relevant EM Services Contract.
- 1.4. If resolution of such Dispute is not reached at the meeting referred to at paragraph 1.3, the affected Disputing Parties shall have the right to commence EM Adjudication by issue of a Notice of Adjudication under paragraph 6 of Appendix 1 to Schedule 23 (Dispute Resolution).
- 1.5. In the event that any Dispute arises relating to any alleged infringement of Intellectual Property Rights and/or disclosure of Confidential Information, each Disputing Party shall notwithstanding such Dispute use reasonable endeavours to continue the provision of the EM Services in accordance with the terms of their applicable EM Services Contract.

**2. *Other Disputes***

- 2.1 Any Dispute not relating to an alleged infringement of Intellectual Property Rights and/or disclosure of Confidential Information shall be subject to the provisions in Appendix 1 of this Schedule 23 (Dispute Resolution).

**APPENDIX 1: DISPUTE RESOLUTION PROCEDURE**

1. The process set out in this Appendix 1 shall apply in the following events:
  - 1.1 that the Disputing Parties involved in any Dispute subject to paragraph 1.1 of this Schedule 23 have failed to resolve that Dispute through use of the governance arrangements set out in each of the EM Services Contract; or
  - 1.2 An Integration Claim has been made. References within this Appendix 1 to Disputes shall be equally interpreted to mean an Integration Claim.
2. The Dispute Resolution Procedure is intended to be a framework within which the Disputing Parties may resolve issues rapidly as they arise. It is not intended to operate inflexibly so as to prevent issues being resolved at the most appropriate level as quickly as possible.
3. General principles applying to the Disputes Resolution Procedure
  - 3.1 The overall structure of the Dispute Resolution Procedure, which is described in further detail below, is as follows:
    - 3.1.1 An Issue Resolution Request is issued under paragraph 4 below;
    - 3.1.2 The Disputing Parties participate in escalation meetings in accordance with the process set out at paragraph 5 (and the Authority shall have the sole discretion to escalate the matter directly to the Stage 3 Meeting and dispense with the Stage 1 and Stage 2 Meetings (as such terms are defined in paragraph 5) in accordance with paragraph 5.3 below);
    - 3.1.3 Within [eight (8)] weeks of the Issue Resolution Request, if no resolution has been achieved, any of the Disputing Parties may refer the Dispute to EM Adjudication under paragraph 6; and
    - 3.1.4 The Authority will record and disseminate electronically the outcome of any Issue Resolution Request to the Disputing Parties within ten (10) Business Days after the conclusion of the Dispute Resolution Process, and maintain a log of the same.
  - 3.2 If, after following the procedure set out in paragraph 3.1.1 above the Dispute has not been resolved, the EM Contractor or the Authority that issued the Issue Resolution Request shall issue a Notice of Dispute under paragraph 0 below. The issue of an Issue Resolution Request and commencement of the procedure set out in paragraphs 3.1.1 above shall not prevent any EM Contractor or the Authority from issuing a Notice of Dispute under paragraph 0 below which paragraph shall apply at all times.
  - 3.3 The Contractor agrees that in order to ensure the effective resolution of any Dispute, the Authority may require those EM Contractors with respect to which, in the Authority's opinion, that Dispute affects or relates, to participate in the Dispute Resolution Procedure in order for the Dispute to be resolved, notwithstanding that



**OFFICIAL**

**Contract For The Provision of Electronic Monitoring Network Services - Lot 4**

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such EM Contractor is not identified as a Disputing Party in accordance with paragraph 4 below and, where the Authority so requires, that EM Contractor shall be treated as a Disputing Party for the purposes of this Dispute Resolution Procedure.

- 3.4 The Contractor shall procure that, and shall require as an express term of its sub-contracts, any of its Sub-Contractors involved in the provision of the Services which become the subject of a Dispute shall, at the request of the Authority, provide any assistance reasonably required in order to resolve the relevant Dispute, including the provision of any information, data or documentation and the attendance at any meetings or hearings at the expense of that Sub-Contractor or the relevant EM Contractor.
- 3.5 Each Party shall be responsible for its own costs in complying with the Dispute Resolution Procedure unless otherwise agreed or ordered in the relevant forum of dispute resolution.
- 3.6 Unless otherwise stated in the Contract, the Contractor shall continue to comply with, observe and perform all their obligations under this Contract and the Collaboration Agreement to which they are a party regardless of the nature of the Dispute and notwithstanding its referral for resolution under this Schedule 23 (Dispute Resolution). The Contractor shall give effect, as soon as reasonably practicable, to any decision reached via the Dispute Resolution Procedure process or otherwise under this Schedule 23 (Dispute Resolution), whether between the EM Contractors and/or the Authority (as applicable) or as determined by an Adjudicator.
- 4. Issue Resolution Request
  - 4.1 The Disputes Resolution Procedure shall commence with the service of an Issue Resolution Request by any EM Contractor or the Authority on all other relevant EM Contractors and in all circumstances the Authority, whether or not the Authority is involved in the Dispute.
  - 4.2 The Issue Resolution Request shall set out in a reasonable level of detail a description of the Dispute in question including identifying all of the other EM Contractors or the Authority (as applicable) involved.
- 5. Stage 1, Stage 2 and Stage 3 Meetings
  - 5.1 As to the escalation meetings provided for at paragraph 3.1.2 above:
    - 5.1.1 Within one (1) week of the Issue Resolution Request, the Disputing Parties shall meet to discuss the matters raised in the Issue Resolution Request and seek to reach a resolution of the Dispute (the "Stage 1 Meeting"), and the Authority need only attend such initial discussion if it is one of the Disputing Parties;
    - 5.1.2 Within two (2) weeks of the Issue Resolution Request, if no resolution has been achieved, any of the Disputing Parties may refer the Dispute to a further meeting attended by Level 2 representatives (as set out in Appendix 2) with a view to achieving a resolution of the Dispute (the "Stage 2 Meeting");



**OFFICIAL**

**Contract For The Provision of Electronic Monitoring Network Services - Lot 4**

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- 5.1.3 Within four (4) weeks of the Issue Resolution Request, if no resolution has been achieved, any of the Disputing Parties may refer the Dispute to a meeting attended by Level 3 representatives (as set out in Appendix 2) with a view to achieving a resolution of the Dispute (the “Stage 3 Meeting”).
- 5.2 The Authority shall be entitled, in all circumstances and at its sole discretion, to require that the Stage 1 and the Stage 2 Meetings be dispensed with, and resolution of any Dispute be escalated directly to the Stage 3 Meeting.
- 5.3 The level/seniority of representatives of each Disputing Party who are required to attend each of the Stage 1, Stage 2 and Stage 3 Meetings are as follows:
  - 5.3.1 For the Stage 1 Meeting, Level 1 representatives;
  - 5.3.2 For the Stage 2 Meeting, Level 2 representatives; and
  - 5.3.3 For the Stage 3 Meeting, Level 3 representatives.
  - 5.3.4 Any resolution of a Dispute reached at any of the discussions required under this Dispute Resolution Procedure must be recorded in writing in an appropriate format and signed by duly authorised representatives of each of the Disputing Parties.
- 5.4 In the event that an Authorised Representative of any Disputing Party of the required seniority (as set out in Appendix 2) is unable to attend any of the meetings required under this Dispute Resolution Procedure, the Disputing Party in question will ensure that a substitute with equivalent authority to that Representative in respect of the Dispute attends.
- 5.5 Should any Disputing Party require another individual to attend any meeting required under this Dispute Resolution Procedure who would not otherwise be entitled to attend such meeting, that attendee will be permitted to attend and to represent that Disputing Party provided that all other attending EM Contractors and the Authority (as applicable) so agree.
- 5.6 At all stages set out in paragraph 3 above, the Disputing Parties shall each use reasonable endeavours in good faith in an attempt to come to an agreement on the disputed issues, whether during the prescribed discussions and meetings or outside of those formal sessions and, for the avoidance of doubt, this shall be a continuing obligation upon the Disputing Parties even once EM Adjudication has commenced.
- 6. Notice of Dispute (referral to EM Adjudication)**
  - 6.1 Any EM Contractor or the Authority may serve a Notice of Dispute to refer a Dispute to EM Adjudication at any time following the commencement of a Dispute by issue of an Issue Resolution Request in accordance with paragraph 4.1 above. Such Notice of Dispute shall be served on all other relevant Disputing Parties and in all circumstances the Authority whether or not the Authority is involved in the Dispute.

**OFFICIAL****Contract For The Provision of Electronic Monitoring Network Services - Lot 4**

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- 6.2 The Notice of Dispute shall set out the material particulars of the Dispute (including details of why an EM Contractor or the Authority serving the Notice of Dispute believes the dispute has arisen and why the other EM Contractors and/or the Authority (as applicable) are at fault) and any claims for losses and/or relief which the notifying Disputing Party makes against any other Disputing Party, including the evidence relied upon.

**7. EM Adjudication**

- 7.1 If any Dispute is not resolved within eight (8) weeks of the Issue Resolution Request issued under paragraph 4.1 above, or within four (4) weeks of the Authority's Referral under paragraph 5.2 above, any Disputing Party may refer the Dispute to adjudication in accordance with the procedure set out in this paragraph 7.

- 7.2 All matters concerning the EM Adjudication process and the Adjudicator's Determination shall be kept confidential among the Disputing Parties and the Adjudicator in accordance with the confidentiality provisions set out in this Contract and the Collaboration Agreement, except insofar as necessary to implement or enforce any decision of the Adjudicator or as may be disclosable in any subsequent proceedings relating to the Dispute concerned.

- 7.3 EM Adjudication shall be commenced by the referring Disputing Party serving a written notice on:

7.3.1 the other Disputing Parties; and

7.3.2 the Centre for Effective Dispute Resolution ("**CEDR**"), together with a request for the appointment of an Adjudicator in accordance with this paragraph 7,

describing, in brief terms, the scope of the Dispute and the redress sought by the referring Disputing Party and any other brief submissions which the referring Disputing Party wishes to make to the Adjudicator and enclosing (i) a copy of the Notice of Dispute; and (ii) any supporting documentation and evidence relied upon (which must also be served on all Disputing Parties).

*Appointment of Adjudicator*

- 7.4 Each Dispute referred to EM Adjudication shall be submitted to a single Adjudicator for determination.

- 7.5 Within five (5) Business Days of the Notice of Adjudication, CEDR shall appoint an Adjudicator:

7.5.1 with appropriate expertise in long-term IT and technology implementation contracts;

7.5.2 who is free of conflicts and does not have any prior relationship with any EM Contractor or the Authority which CEDR (in its sole and absolute discretion) considers might compromise that appointee's independence, objectivity or suitability to be appointed as an Adjudicator; and



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**Contract For The Provision of Electronic Monitoring Network Services - Lot 4**

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- 7.5.3 who is available to carry out the role of Adjudicator within the timescales stipulated in this paragraph 7.
- 7.6 For the avoidance of doubt, the appointment of an Adjudicator is a matter for CEDR alone pursuant to paragraph 7.5 above, and no Disputing Party shall have any right to challenge or to veto CEDR's appointee, unless that Disputing Party has reasonable grounds to consider that the Adjudicator is not independent in accordance with paragraph 7.5.2, in which event that Disputing Party may invite CEDR to appoint an alternative, if CEDR considers (in its sole and absolute discretion) that the Disputing Party's concerns are valid.

*Timetable following Notice of Adjudication*

- 7.7 Within 10 Business Days of the appointment of the Adjudicator, each Disputing Party (save for the referring Disputing Party) shall make brief written submissions to the Adjudicator in reply, accompanied by any supporting documentation and evidence relied upon, and these submissions and documents shall be provided to each of the other Disputing Parties.
- 7.8 Within a further 15 Business Days, the Adjudicator shall render his/her written decision on the Dispute with concise reasons, including a determination as to any relief or remedy to which any Disputing Party is entitled in respect of that Dispute. The Adjudicator shall be obliged to render such Adjudicator's Determination notwithstanding that one or more Disputing Parties have failed to engage in the EM Adjudication within the timescales set out above, and all Disputing Parties waive any rights that they may have to claim that such lack of engagement invalidates any Adjudicator's Determination rendered by the Adjudicator.
- 7.9 Within 20 Business Days of the Adjudicator's Determination, any Disputing Party may issue a Notice of Dissatisfaction in respect of that Adjudicator's Determination, following which that Disputing Party shall be entitled to issue proceedings in the English Courts in respect of the Dispute.

*Binding nature of Adjudicator's Decision*

- 7.10 In the event that no Disputing Party files a Notice of Dissatisfaction, the Adjudicator's Determination shall be binding upon all EM Contractors and the Authority (whether or not Disputing Parties) and the EM Contractors and the Authority shall respect and implement that Adjudicator's Determination, and comply with any relief or remedy that is awarded by the Adjudicator to any Disputing Party, without delay.
- 7.11 The Contractors further agree that the non-issue of a Notice of Dissatisfaction shall constitute a waiver of each and every Disputing Party's right to challenge the validity, accuracy of the Adjudicator's Determination and to issue proceedings in respect of the same or the subject matter of the Dispute which was the subject of the Adjudicator's Determination.
- 7.12 In the event that a Notice of Dissatisfaction is issued and proceedings commenced, the Adjudicator's Determination shall remain binding upon all EM Contractors and the Authority as set out at paragraph 7.10 above until such time as it is reversed or altered

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by the final determination of the English Courts (and for these purposes “final determination” shall mean that there is no option or permission for further appeal).

- 7.13 Any resolution of a Dispute reached through EM Adjudication must be recorded in writing in an appropriate format and signed by duly authorised representatives of each of the Disputing Parties.

*Powers and role of the Adjudicator*

- 7.14 Provided that the Adjudicator’s Determination is issued within the timescale set out at paragraph 7.8 above, the Adjudicator shall be entitled to make such further directions for the conduct of the EM Adjudication as he/she considers necessary to determine the Dispute, including (but not limited to):
- 7.14.1 requesting such further documentation and information from the EM Contractors and the Authority as he/she considers necessary, and the EM Contractors and the Authority shall with reasonable promptness supply such documentation and/or information on request (provided that all such documents and/or information are simultaneously provided to each of the other Disputing Parties, and the Adjudicator shall not take into account any material supplied only to him/her and not seen by each and every Disputing Party);
  - 7.14.2 permitting or requesting the Disputing Parties to make oral submissions to the Adjudicator, whether in person or by telephone or video conference and/or to carry out site visits if the nature of the Dispute so requires;
  - 7.14.3 which Disputing Party or other EM Contractors/the Authority should bear the Adjudicator’s and each of the other Disputing Parties’ costs in respect of the EM Adjudication; and
  - 7.14.4 any other matters relating to the conduct of the EM Adjudication which are not specifically addressed in this Appendix 1.
- 7.15 Each EM Adjudication is to be treated as a separate process, and no Adjudicator may reverse or alter any Adjudicator’s Determination issued by another adjudicator in a prior EM Adjudication. The EM Contractors and the Authority agree that the only option to reverse or alter an Adjudicator’s Determination is by the issue of proceedings in the English Court in accordance with this paragraph 7.
- 7.16 The Parties agree that each Adjudicator is appointed to act as an independent third party, and therefore that each EM Contractor and the Authority will refrain from calling such Adjudicator(s) as a witness in any subsequent proceedings concerning the Dispute, nor to instruct such Adjudicator(s) as an advisor to any EM Contractors or the Authority in any subsequent proceedings or in respect of the Services generally, except with all EM Contractors’ and the Authority’s prior written consent to the same.
- 7.17 The Parties further agree that each Adjudicator is not appointed as an arbitrator, and that the provisions of the Arbitration Act 1996, and the law relating to arbitration, shall not therefore apply to any Adjudicator, any EM Adjudication, the processes and



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**Contract For The Provision of Electronic Monitoring Network Services - Lot 4**

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procedure by which any Adjudicator(s) reach his/her Determination(s) and any other matters under this Schedule 23 (Dispute Resolution).

*Costs of each EM Adjudication*

- 7.18 Subject to a contrary decision by the Adjudicator pursuant to paragraph 7.13.3 above, each participating Disputing Party shall bear its own costs of any EM Adjudication, and the Adjudicator's fees and expenses (including any fees payable to CEDR in respect of his/her appointment) shall be borne equally as between each of those Disputing Parties.

*Settlement agreed during EM Adjudication*

- 7.19 At any point in any EM Adjudication, whether before or after the Adjudicator has been appointed, the participating Disputing Parties shall be free to settle or to agree to commercial terms to resolve the matters being addressed in or raised during the EM Adjudication, and if such terms are finally agreed between all participating Disputing Parties, those Parties shall give notice to the Adjudicator that such terms have been agreed and the Adjudication process be immediately terminated.
- 7.20 The Disputing Parties agree that any costs incurred or chargeable by the Adjudicator up to the time that any EM Adjudication is terminated will be borne by the Disputing Parties in accordance with paragraph 7.18 above and/or any contrary decision by the Adjudicator.



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**Contract For The Provision of Electronic Monitoring Network Services - Lot 4**

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**APPENDIX 2: LEVELS OF ESCALATION**

	<b>Authority</b>	<b>EM&amp;FS Contractor</b>	<b>EM Monitoring and Mapping Contractor</b>	<b>EM Hardware Contractor</b>	<b>EM Network Contractor</b>
Level 1	Supplier Services Manager/ Senior Contracts Manager	████████	████████	████████	████████
Level 2	Head of Commissioning NOMS/ MoJ Head of Procurement	████████	████████	████████	████████
Level 3	Senior Responsible Officer/Chief Executive	████████	████████	████████	████████

**SCHEDULE 24**  
**ACCEPTANCE PROCEDURE**

**CONTENTS**

<b>SCHEDULE 24</b>	<b>1</b>
<b>ACCEPTANCE PROCEDURE</b>	<b>1</b>
1 Not used	1
2 Background	1
3 Acceptance Procedure	1
4 Dispute Resolution	6
5 Cost of Rework or Rejection	6
Appendix 1: List of Documentary Deliverables, Deliverables and Milestones requiring a Product Description	8
Appendix 2: Agreed Product Descriptions	9
Appendix 3: Form of Acceptance Certificate and Rejection Notice	10

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**1. NOT USED****2. BACKGROUND**

2.1 This Schedule 24 (Acceptance Procedure) sets out the Acceptance Procedure to be used by the Contractor and the Authority in relation to all the Documentary Deliverables, Deliverables and Milestones set out in Appendix 1.

2.2 The Acceptance Procedure shall apply during all phases of this Contract (including in relation to the requirements, design and test inputs and outputs) in each instance where they are expressly stated to apply.

**3. ACCEPTANCE PROCEDURE**

3.1 The Contractor shall ensure that all Documentary Deliverables, Deliverables and Milestones requiring Acceptance as part of the Mobilisation Plan are identified in Appendix 1 to this Schedule or such other project plan as may be agreed from time to time.

3.2 The Contractor shall create a Product Description for all Documentary Deliverables, Deliverables and Milestones identified in Appendix 1, with assistance from the Authority, in accordance with this Paragraph 3. The Contractor shall ensure that each Product Description complies with the template set out in Appendix 2, or such other template provided by the Authority, that must be completed and Accepted by the Authority in order for the relevant Documentary Deliverable, Deliverable or Milestone to be Accepted in accordance with this Schedule 24. Each Product Description must contain a list of those Documentary Deliverables, Deliverables and Milestones set out in the Mobilisation Plan that are logical predecessors to the relevant Documentary Deliverable, Deliverable or Milestone.

3.3 The Acceptance Procedure is designed to enable the Authority to review Documentary Deliverables, Deliverables and Milestones produced by the Contractor against agreed Acceptance Criteria.

3.4 Where any third party would reasonably be considered to have an interest in or valid contribution to make towards a Documentary Deliverable, Deliverable or Milestone the Authority is required to notify the Contractor so that the party can be included in the relevant Product Description. The Contractor shall ensure that such third party is consulted regarding its drafting.

3.5 The Acceptance Procedure commences with the Acceptance of the Product Description for the Documentary Deliverable, Deliverable or Milestone (as applicable), which sets out the Acceptance Criteria that the Documentary Deliverable, Deliverable or Milestone (as applicable) must meet in order to be approved.

3.6 The Acceptance Procedure is outlined below, covering:

3.6.1 where necessary, development of the Product Description(s) for Documentary Deliverables, Deliverables and Milestones (as applicable);

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

- 3.6.2 key roles in reviewing and approving Documentary Deliverables, Deliverables or Milestones (as applicable);
- 3.6.3 review procedure;
- 3.6.4 consequences of approval success and failure; and
- 3.6.5 the requirement to record approved Documentary Deliverables, Deliverables and Milestones.

**3.7 Development of Product Descriptions**

- 3.7.1 Other than where the Product Description is already in existence under this Contract, where a Documentary Deliverable, Deliverable and/or Milestone (as applicable) is subject to the Acceptance Procedure, (which, for the purposes of Mobilisation, shall be those listed in Appendix 1), the Contractor shall develop a Product Description materially in the format specified at Appendix 2 or such other template provided by the Authority, to this Schedule 24 (Acceptance Procedure) and shall make the Product Description available to the Authority in accordance with the timetable set out in the Mobilisation Plan. The Contractor shall check that the Product Description is complete and accurate, in accordance with the integrated solution and complies with the template set out in Appendix 2 or such other template provided by the Authority,.
- 3.7.2 The Authority shall review the Product Description in order to determine whether:
  - (a) it complies with this Schedule 24 (Acceptance Procedure);
  - (b) the Acceptance Criteria contained within the Product Description reflects the objective of the Documentary Deliverable, Deliverable and/or Milestone (as applicable) and any requirements of this Contract in relation to the Documentary Deliverable, Deliverable and/or Milestone (as applicable) as well as all associated Milestones and Deliverables; and
  - (c) in the Authority's reasonable opinion, the Product Description supports the delivery of the Services in accordance with this Contract.
- 3.7.3 The Authority shall undertake its review of the Product Description, and shall notify the Contractor of the outcome of the review, within five (5) Business Days of the Authority receiving the Product Description, or within such other period as may be agreed between the Parties.
- 3.7.4 Where the Product Description meets the criteria referred to in Paragraph 3.7.2, the Authority shall notify its agreement of the Product Description in writing to the Contractor.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

- 3.7.5 Where the Product Description does not meet the criteria referred to in Paragraph 3.7.2, the Authority shall notify the Contractor, specifying the reasons why the draft has not been agreed. In this event, the Contractor shall schedule a review meeting with the Authority to understand and complete the necessary changes and shall issue a revised Product Description, with all changes clearly highlighted, for Authority review. The Authority shall act reasonably in reviewing and accepting Product Descriptions.
- 3.7.6 The Contractor shall ensure that the Product Description is in a form approved by the Authority by the date specified in the Mobilisation Plan or, where applicable, any other date specified in this Contract for this to have been achieved, or, in the absence of any such date being specified, in sufficient time to enable the applicable Documentary Deliverable, Deliverable or Milestone to be delivered for review and to pass the Acceptance Procedure by the applicable date(s) for those activities.
- 3.8 Key Roles in Reviewing and Approving Documentary Deliverables, Deliverables and Milestones**
- 3.8.1 For each Documentary Deliverable, Deliverable and/or Milestone review, each Party shall appoint a member of its organisation that shall act as the lead role in the active management of the progression of each draft Documentary Deliverable, Deliverable and/or Milestone through to approval.
- 3.8.2 Where appropriate, the Authority may decide to involve third parties in the review. In this event, and subject to the provisions of Clause 36 (Information and Confidentiality), the Authority may share draft Documentary Deliverables, Deliverables and/or Milestones with such third parties, and may invite them to participate in review meetings, but will ensure that any written comments are channelled through the Authority's appointed lead role.
- 3.9 Not Used**
- 3.10 Review Procedure**
- 3.10.1 The Contractor shall produce and issue each completed Documentary Deliverable, Deliverable and Milestone to the Authority in accordance with the Mobilisation Plan in sufficient time for the Authority to review the relevant Documentary Deliverable, Deliverable and Milestone in accordance with Paragraph 3.10.3.
- 3.10.2 The Contractor shall not submit the Documentary Deliverable, Deliverable or Milestone (as applicable) for review without first verifying that it complies with the following:

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

- (a) is in accordance with the format, scope and Acceptance Criteria specified in the applicable Product Description;
  - (b) where applicable, is clearly written, in language that those parties who will need to refer to the document should be able to understand;
  - (c) is complete, with an appropriate level of detail and any relevant cross-references;
  - (d) where the Documentary Deliverable, Deliverable or Milestone is going through a Repeat Acceptance Procedure, the Contractor shall include all comments provided by the Authority in its Rejection Notice and an explanation as to how each comment has been addressed, or where a comment has not been addressed by the Contractor, an explanation as to why not; and
  - (e) has no obvious errors of spelling, grammar, numbering or order, duplications or omissions.
- 3.10.3 The Authority is responsible for checking that the Documentary Deliverable, Deliverable or Milestone is complete and accurate and that it and all Milestones and Deliverables referred to within the corresponding Product Description and complies with the requirements set out in Paragraph 3.10.2.
- 3.10.4 The Authority shall review the draft Documentary Deliverable, Deliverable or Milestone in order to objectively determine whether it meets the applicable Acceptance Criteria or not, and shall notify the Contractor of the outcome of this review, in accordance with the timescales set out in the Acceptance Procedure by issuing either an Acceptance Certificate or a Rejection Notice.
- 3.10.5 Where the Authority review determines that the Documentary Deliverable, Deliverable or Milestone meets all the applicable Acceptance Criteria, the review shall be concluded at this point, and the Authority shall notify the Contractor of Acceptance by addressing an Acceptance Certificate to the Contractor. The Authority is responsible for keeping a record of all Acceptance Certificates issued to all EM Contractors.
- 3.10.6 Where the Authority rejects the Documentary Deliverable, Deliverable or Milestone because it does not meet all the applicable Acceptance Criteria, the Authority shall specify its reasons for rejection in the form of a Rejection Notice, and the following procedures shall apply.
- 3.10.7 The Contractor shall meet, if necessary, with the Authority to discuss the Authority's review comments and to agree and document the necessary changes to the Documentary Deliverable, Deliverable or Milestone that are required to achieve approval.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

- 3.10.8 The Contractor shall produce a revised Documentary Deliverable, Deliverable or Milestone (as applicable) incorporating all agreed changes, with changes clearly highlighted and the Contractor will issue such revised Documentary Deliverable, Deliverable or Milestone to the Authority.
- 3.10.9 Not used.
- 3.10.10 The Authority shall review the revised Documentary Deliverable, Deliverable or Milestone in order to objectively determine whether the agreed changes have been made and whether the revised Documentary Deliverable, Deliverable or Milestone now meets the applicable Acceptance Criteria or not, and shall notify the Contractor of the outcome of this review.
- 3.10.11 Where the Authority rejects the revised Documentary Deliverable, Deliverable or Milestone, the Authority shall notify the Contractor of the reasons for its rejection of the draft and the Authority shall specify its reasons for rejection by amending the Rejection Notice. In this event the Contractor shall liaise with the Authority to understand and complete the necessary changes and shall issue a further revised Documentary Deliverable, Deliverable or Milestone to the Authority for review and approval in accordance with this Paragraph 3.
- 3.10.12 All Parties shall inform each other of any inability to meet a date in the Acceptance Procedures as soon as it becomes apparent to them.
- 3.10.13 The dates set out in the relevant Acceptance Procedures may only be changed by the Authority subject to agreement between the Parties, and where any change to these dates would impact on any higher-level plan or on any Key Milestone, such change shall be subject to the Integrated Contract Change Procedure set out in Schedule 21 of this EM Services Contract.
- 3.10.14 The Authority shall act reasonably in reviewing and accepting all Documentary Deliverables, Deliverables or Milestones,
- 3.11 Acceptance of Documentary Deliverables, Deliverables and Milestones**
- 3.11.1 In accordance with the Acceptance Procedure, once all applicable Acceptance Criteria are met, the Authority shall notify the Contractor of Acceptance by issuing an Acceptance Certificate to the Contractor.
- 3.11.2 The issue of an Acceptance Certificate shall neither:
- (a) affect the Authority's right subsequently to reject all or any part of the Services, such rejection notice to be served in writing no later than the Contract Performance Point, to which the relevant Documentary Deliverable, Deliverable or Milestone Acceptance Certificate relates if the applicable



**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

Documentary Deliverable, Deliverable or Milestone does not meet the relevant Acceptance Criteria, nor

- (b) prejudice any other rights or remedies of the Authority under this Agreement.

**3.12 Failure to achieve Acceptance**

3.12.1 In accordance with the Acceptance Procedure, if all applicable Acceptance Criteria are not met by the Planned Approval Date, the Authority shall notify the Contractor of its failure to achieve Acceptance and the Contractor shall be considered to be in material breach (other than in relation to any Documentary Deliverable, Deliverable or Milestone which the Parties have agreed should not, in isolation, have this effect) capable of remedy, and (without prejudice to any other rights or remedies of the Authority), the Authority:

(a) shall be entitled to Accept the Documentary Deliverable, Deliverable or Milestone and subject to such change of Acceptance Criteria, Service Requirements and/or reduction in the Contract Price as, after taking into account all the relevant circumstances, is reasonable; or

(b) the Authority may issue a notice for the purposes of Clause 46.2.3.10 (Termination by the Authority for Contractor Default).

**3.13 Failure of the Authority to conduct the Acceptance Procedure**

3.13.1 In the event that the Contractor submits a properly documented request for Acceptance that meets all relevant Acceptance Criteria in accordance with the dates set out in the Mobilisation Plan, the Integrated Mobilisation Plan and the Authority fails to manage the Acceptance Procedure in accordance with Paragraph 3 and/or Authority fails to complete the Acceptance Procedure in accordance with the dates set out in the Mobilisation Plan and the Integrated Mobilisation Plan, the Contractor shall not be liable for an subsequent delay in achieving Acceptance by the Planned Acceptance Date.

**4. DISPUTE RESOLUTION**

4.1 The Parties agree that any disputes arising under this Schedule 24 (Acceptance Procedure) shall be resolved in accordance with the Dispute Resolution Procedure set out in Clause 48.

**5. COST OF REWORK OR REJECTION**

5.1 For the avoidance of doubt, the Contractor shall not be entitled to charge the Authority for the cost of correcting any Defects, the cost of the Repeat Acceptance Procedure or the cost of failing to achieve Acceptance in respect of any Documentary Deliverables, Deliverables or Milestones under this Schedule 24 (Acceptance Procedure).



**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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- 5.2 Subject to Paragraph 3.12.1, where the Contractor fails to achieve Acceptance in respect of a Payment Milestone by the applicable date set out in Schedule 5 (Mobilisation Plan) the terms of Paragraph 2.3 of Schedule 6 (Price and Payment Mechanism) shall apply.



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**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**APPENDIX 1: LIST OF DOCUMENTARY DELIVERABLES, DELIVERABLES  
AND MILESTONES REQUIRING A PRODUCT DESCRIPTION**

**[REDACTED]**



**APPENDIX 2: PRODUCT DESCRIPTION TEMPLATE**

**Product description template**

<b>Contractor:</b>	
<b>Contractor details:</b>	

**Revision History**

Revision date	Revision number	Author	Summary of changes

**Distribution**

Name	Title & Company	Issue date	Revision number

**RACI**

Responsible	Accountable	Consulted	Informed

**Approval**

Product Description Approved on behalf of MoJ by:		Date:	
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**Purpose/Background information**

1. Deliverable/Milestone Title & Identifier:	
2. Target Acceptance Date:	As per the Integrated Mobilisation Plan



**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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3. Review timescales for document	
4. Purpose:	
5. Composition:	
6. Derivation:	
7. Format & Presentation:	
8. Acceptance Criteria:	
9. Quality Method:	
10. People or Skills Required for Reviewing/Testing & Approving the Product:	
11. Authority Acceptance Team:	

**Related Deliverables and Milestones**


**APPENDIX 3: FORM OF ACCEPTANCE CERTIFICATE AND REJECTION  
CERTIFICATE**

**ACCEPTANCE CERTIFICATE**

Certificate No.

Date of Issue:

<b>Product/Deliverable Code</b>	
<b>Deliverable Name</b>	
<b>Provider</b>	
<b>Strand/Area</b>	
<b>Assessor(s)</b>	
<b>Version assessed against</b>	

**2. Acceptance Tests and Acceptance Criteria**

Criteria/Deliverable to which Acceptance Relate	Description of Acceptance Tests  (Written Report, Document, Presentation, Schedule Completion, etc)	Description of Acceptance Criteria  Completion of Written Report, Document, Presentation, Schedule Completion,



**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

**3. Statement by assessor(s) confirming evidence of completion of defined activities**

The deliverable is of an appropriate quality to be accepted.

**4. Approval**

This is to certify that Lot.. have achieved the Acceptance Criteria detailed within this Deliverable specified.

Signed	Designation	Date

**REJECTION CERTIFICATE**

Certificate No.

Date of Issue:

Product/Deliverable Code	
Deliverable Name	
Provider	
Strand/Area	
Assessor(s)	



**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

<b>Product/Deliverable Code</b>	
<b>Version assessed against</b>	

**2. Acceptance Tests and Acceptance Criteria**

<b>Criteria/Deliverable to which Acceptance Relate</b>	<b>Description of Acceptance Tests  (Written Report, Document, Presentation, Schedule Completion, etc)</b>	<b>Description of Acceptance Criteria  Completion of Written Report, Document, Presentation, Schedule Completion,</b>

**3. Statement by assessor(s) confirming evidence of completion of defined activities**

There are outstanding comments on this deliverable which need to be resolved before the document can be accepted.





**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

**4. Approval**

**This is to certify that Lot.. have not achieved the Acceptance Criteria detailed within this Deliverable specified.**

<b>Signed</b>	<b>Designation</b>	<b>Date</b>



**Ministry of  
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**OFFICIAL**

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**SCHEDULE 25**

**COMMERCIALLY SENSITIVE INFORMATION**



**PART 1: COMMERCIALLY SENSITIVE CONTRACTUAL PROVISIONS**

<b>Column 1 :</b> <b>Commercially Sensitive Contractual Provisions</b>	
<b>S1 – Definitions</b> The limit for Contractor Breakage Costs detailed in sub-clause (b) (vi) of the definition of Contractor Breakage Costs	
<b>Schedule 2</b>	
<b>S6 – Pricing</b> (1) All Charges for individual component Services being provided (2) The total Contract price will be publicly available. (3) The following sections of S6: Clauses 2, 3, 4, 5, 7, 10, Appendix A1 A2 and A3, Appendix D, Appendix E	
<b>S7 – CDIs</b> (1) All CDIs and associated service credits contained within Schedule 7 Table A (2)	
<b>S17 – Sub-contractors</b> Details of the commencement date, expiry date and term of Sub-Contracts	
<b>S18 – Key Personnel</b> Names and roles	
<b>Schedule 26 – Legacy Services</b>	



**PART 2: COMMERCIALLY SENSITIVE MATERIAL**

<b>Column 1: Commercially Sensitive Material</b>	
All material referring to the Contract Price for the Services except the total Contract Price which will be publicly available.	
All material describing the performance of the Network both in the submitted proposals and on-going as reported throughout the Term	
Any material containing the Personal Data concerning any of the Contractor's Staff	
The results of any audit conducted under this Contract save that the Authority shall be able to disclose whether an audit is passed or failed and whether the Authority has been overcharged by the Contractor.	
Any provision that is identified as a Commercially Sensitive Contractual Provision	
All material describing the performance against CDIs and any Service Credits incurred.	

**SCHEDULE 26****LEGACY SERVICES**

**CONTENTS**

<b>SCHEDULE 26</b>	<b>1</b>
<b>LEGACY SERVICES</b>	<b>1</b>
1. Introduction	1
2. SIM Cards	1
3. Services	2
4. Interim Service Desk	2
5. KPIs and CDIs	3
6. Specification	5
7. Charges	6
8. [REDACTED] Services	8
9. Dependencies	8
10. General	9
11. NOT USED	9

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

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**1. Introduction**

- 1.1. The purpose of this Schedule is set out the Contractor's obligations to supply and provide network services to certain SIM Cards for use in G4S legacy RF equipment or other electronic monitoring equipment.

**2. SIM Cards****Transfer SIM Cards**

- 2.1. With effect from 1st March 2015 the Contractor assumed responsibility for the provision of the Legacy SIM Card Services (hereinafter the **Legacy Services**) and the [REDACTED] (as the case may be) in respect of:
- a) the Initial Transfer SIM Cards; and
  - b) the Transfer [REDACTED] SIM Cards,
- in accordance with the terms set out in this Schedule 26.
- 2.2. The Contractor assumed responsibility for the provision of the Legacy Services to the March Transfer SIM Cards and the April Transfer SIM Cards with effect from 1 March 2015 and 1 April 2015 respectively.

**Replacement SIM Cards and Additional SIM Cards**

- 2.3. The Contractor has provided up to a maximum of [REDACTED] SIM Cards to the Authority for the replacement of Serco equipment.
- 2.4. The Contractor assumed responsibility for the provision of the Legacy Services to the March Replacement SIM Cards with effect from 1 March 2015.
- 2.5. In the period from 1 May 2015 until the Service Commencement Date the Contractor will deliver [REDACTED] Additional SIM Cards to the Authority on the 1st of each month during that period. The Authority may in its absolute discretion amend the number of Additional SIM Cards to be provided by notifying the Contractor at least 5 Business days' before the relevant delivery date for such Additional SIM Cards.
- 2.6. Replacement SIM Cards and Additional SIM Cards will be delivered to a location in the UK mainland as notified by the Authority and will be delivered within three (3) Business Days from the date of receipt of the order
- 2.7. Not Used.
- 2.8. On the applicable delivery date(s) of the relevant SIM Cards, the Contractor will commence providing the Legacy Services and the [REDACTED] Services (as the case may be) to the Replacement SIM Cards, the March Replacement SIM Cards, the Additional SIM Cards and the Additional [REDACTED] SIM Cards, in accordance with this Schedule 26.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

2.9. Not Used.

2.10. Not Used.

2.11. Not Used.

**3. Services**

3.1. The Legacy Services to be provided by the Contractor under this Schedule 26 are as follows:-

- 3.1.1. the provision of a telecoms network and related services for use in connection with Legacy Subject Equipment;
- 3.1.2. the supply of Legacy SIM cards in accordance with paragraph 2;
- 3.1.3. the provision of an Interim Service Desk in accordance with paragraph 4, including services barring and deactivating SIM cards for and on behalf of the EM&FS Contractor and the Authority.

3.2. [REDACTED]

**4. Interim Service Desk**

4.1. In performance of the Legacy Services the Contractor shall provide an Interim Service Desk which shall perform the functions as described in EMS – 1225 of Schedule 2 (Specification).

4.2. The following CDIs set out in Table 4.2 shall apply to the Interim Service Desk

Table 4.2

Ref	CDI	CDI Requirement	CDI Target	Reporting Frequency
1	Interim Service Desk - Calls Answered	Interim Service Desk Calls answering times: <ul style="list-style-type: none"> <li>[REDACTED] (Working Hours)</li> <li>[REDACTED] outside Working Hours</li> </ul>	[REDACTED]	Monthly
2	Interim Service Desk – service performance	Calls to the Interim Service Desk during Working Hours will not be abandoned. Calls abandoned by the caller in the first five seconds will not be included in the measurement	[REDACTED]	Monthly
3	Deactivation of SIM Cards	Any verbal request to disconnect a Legacy SIM Card which is received from the EM & FS Contractor or Authority during or outside Working Hours shall be actioned by the Contractor within [REDACTED] Working Hours of such request. This is subject to a maximum of 10 disconnections in a given request. Any request for more than 10	[REDACTED]	Monthly



**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

		disconnections will be treated as a bulk request and actioned in timescales to be agreed between the parties.  Any verbal/telephone request must be confirmed by email during the next Working Day.  This CDI relates to the Interim Service Desk completing, however this can then take up to [REDACTED] hours to complete on the Network.		
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Note:

- a) For the avoidance of doubt, there is no CDI Remedy for failure to achieve any of the above CDIs.
- b) The above CDIs are measures of the performance of the Interim Service Desk which is a shared service desk used by other customers of the Contractor, however the CDI performance measures will solely be measures of the Interim Service Desk performance related to the Authority and Legacy Services and [REDACTED] Services and will not include the measures of the performance related to the Contractor's other customers who are serviced by the same service desk.

**5. KPIs and CDIs**

- 5.1. Except as set out in paragraph 4 and 5 no other CDIs and KPIs shall apply to the Legacy Services.
- 5.2. Not Used.
- 5.3. Notwithstanding any provision to the contrary in this Contract, in respect of the Legacy Services and or the [REDACTED] Services, an Incident and / or failure to achieve a CDI, KPI and/or a Dependency shall not be considered a Default, a Service Failure and/or a Critical Service Failure and shall not give rise to Service Credits, Investigation Reports, Remediation Plans, Rectification Notices, and/or Termination.
- 5.4. The Contractor shall notify the EM&FS Reporting Desk of Incidents and Planned Outages in accordance with its standard Incident notification processes, Outage notification processes and Planned Outages notification processes. For the avoidance of doubt, any provisions relating to Incident notification processes set out in Schedule 2 (Specification) ref EMS-1812 and EMS-1815 shall not apply to the Legacy Services.
- 5.5. Schedule 7 (Contract Delivery Indicators) shall not apply to the Legacy Services or [REDACTED] Services.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

5.6. The following CDIs shall apply to the Network provided for the Legacy Services only (specifically excluding the [REDACTED]):

<b>Ref</b>	<b>CDI</b>	<b>CDI Requirement</b>	<b>CDI Target</b>	<b>Reporting Frequency</b>
1	2G Voice Call Completion Success Rate	Voice calls successfully initiated, maintained and terminated across the National Network.  Measured by the Contractor following an Ofcom approved methodology (or other methodology agreed in writing by the Parties). For the avoidance of doubt, measurement of 2G Voice Call Completion Success Rate will be a measure of the National Network across all customers and shall not be specific to the Authority.	[REDACTED]	Monthly
2	2G data completion success rate	2G data transmitted using the National Network will be successfully received.  Measured by the Contractor following an Ofcom approved methodology (or other methodology agreed in writing by the Parties). For the avoidance of doubt, measurement of 2G Voice Data Completion Success Rate will be a measure of the National Network across all customers and shall not be specific to the Authority.	[REDACTED]	Monthly
3	SMS Success Rate	SMS transactions using the National Network successfully received.  Measured by the Contractor using probes in its network. For the avoidance of doubt, measurement of SMS Success Rate will be a measure of the National Network across all customers and shall not be specific to the Authority and shall exclude LBS.	[REDACTED]	Monthly
4	Radio Access Network Availability	The RAN must be Available in accordance with the Contract. [REDACTED] Where:  "Aggregate Cellsite Available Hours" means the total of the cumulative number of hours each cellsite is Available in an Invoicing Period.  "Total Cellsite Hours" means the total number of hours in an Invoicing Period multiplied by the number of cellsites.	[REDACTED]	Monthly

OFFICIAL –

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

		The availability of RAN shall be measured by the Contractor using availability statistics generated by its network management and monitoring systems. [REDACTED]		
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- a) For the avoidance of doubt, there is no CDI Remedy for failure to achieve any of the above CDIs.
- b) The above CDIs are measures of the performance of the Contractor's national Network and specifically exclude the cellular network used to deliver the [REDACTED].

5.7. Notwithstanding anything else within this Contract , the Contractor will provide reports of its performance against the CDIs on a monthly basis in accordance with the reporting timescales for the existing customers using the shared Interim Service Desk and its standard Network performance reporting timescales as applicable.

## **6. Specification**

6.1. The provisions of Schedule 2 (Specification) shall not apply to the Legacy Services, [REDACTED] Services or Interim Service Desk except as set out in this Schedule 26.

6.2. Not Used.

6.3. Not Used.

6.4. Not Used.

6.5. [REDACTED]

6.6. [REDACTED]

6.7. [REDACTED]

6.8. [REDACTED]

6.9. The Location Based Service is not available for the Legacy Services.

6.10. Not Used.

6.11. The Allowed Caller List Solution is not compatible with [REDACTED]

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

6.12. The Allowed Caller List Solution is not compatible with the Legacy Services. For the avoidance of doubt, the provisions within Schedule 2 (Specification) relating to the Allowed Caller List shall not apply to the Legacy Services.

6.13. The SRM will be provided from the Schedule 26 SCD.

6.14. Not Used.

6.15. The provisions of Schedule 13 will:

6.15.1. Apply to the Schedule 26 O2 Services; and

6.15.2. [REDACTED]

6.16. Not Used.

6.17. Not Used.

6.18. Not Used.

6.19. [REDACTED]

6.20. [REDACTED]

6.21. [REDACTED]

6.22. [REDACTED]

**7. Charges**

7.1. [REDACTED]

7.2. [REDACTED]

<b>Data Tariff</b>	<b>Monthly Rental Charge</b>	<b>Inclusive UK Data</b>	<b>Carry over unused MB</b>	<b>Additional Data Charges</b>
Tagging Tariff	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Note:

- The monthly rental charge set out above applies on a per SIM Card per month basis.
- Data usage is measured in Kilobytes (KB). 1024 KB = 1 Megabyte (MB), 1024 MB = 1 Gigabyte (GB).
- The prices shown do not incorporate data roaming rates which shall be as notified to the Authority.
- Any unused inclusive UK data allowance can be carried forward to the next month for a maximum of [REDACTED] months.
- The inclusive UK data allowance cannot be shared between SIM Cards.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

7.3. Not Used.

7.4. Not Used.

7.5. Not Used.

7.6. Not Used.

7.7. Notwithstanding clauses 4.2 (C) (1) and 7.4 (B) of Schedule 6 (Price and Payment Mechanism) the charges for the [REDACTED]

7.8. shall be as set out below:

- a) The monthly rental charge is [REDACTED] per month.
- b) Call charges are as set out in the table below:

<b>Call Type</b>	<b>Charge (pence per minute)</b>
Peak Call Charges (Per Minute)	[REDACTED]
Off Peak Call Charges (Per Minute)	[REDACTED]
WAP Calls (per Minute)	[REDACTED]
vf-VF Peak Call Charges (Per Minute)	[REDACTED]
VF-VF Off Peak Call Charges (Per Minute)	[REDACTED]
Peak Message Retrieval (Per Minute)	[REDACTED]
Off Peak Message Retrieval (Per Minute)	[REDACTED]

- c) Off Peak hours are 1930-0730 Mon-Fri and All Sat and Sun. Peaks hours are all other times.
  - d) Charges for all other call types and SMS will be as notified to the Authority.
  - e) [REDACTED] SIM Cards can only access GSM voice services and cannot access data services.
- 7.9. For the avoidance of doubt the Charges detailed within this paragraph 7 shall be deemed to be included within the definition of Contract Price and be deemed to be part of the Monthly Payment as set out in clause 4 of Schedule 6 (Price and Payment Mechanism).
- 7.10. For the avoidance of doubt the provision of Legacy SIM Cards (excluding the Initial Transfer SIM Cards) shall be subject to clause 4.3 of Schedule 6 (Price and Payment Mechanism) and such Legacy SIM Cards shall count towards the [REDACTED] SIM Cards provided free of Charge. Any Legacy SIM Cards (excluding the Initial Transfer SIM Cards) provided over and above the [REDACTED] free of Charge SIM Cards will be subject to the SIM Card Payment.
- 7.11. For the avoidance of doubt the charges for the Legacy Services and [REDACTED] shall not be subject to the benchmarking provisions set out in clause 24 of this Contract.
- 7.12. The Charges for the Interim Service Desk will be [REDACTED]

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

- 7.13. per month for the period of the Legacy Services.
- 7.14. The Charges for the Service Relationship Manager will be [REDACTED] per month for the period of the Legacy Services.
- 7.15. The Charges for the implementation of the Interim Service Desk will be [REDACTED] per month for the initial six months of the Legacy Services.
- 7.16. For the avoidance of doubt, the Charges within this paragraph 7 are in addition to the Charges set out in Schedule 6 (Price and Payment Mechanism) and do not supersede or replace any Charges set out in Schedule 6 (Price and Payment Mechanism).

**8. [REDACTED] Services**

- 8.1. Notwithstanding anything to the contrary in this Contract, for the purposes of the [REDACTED] Services as set out in paragraph 3.2:
- 8.1.1. the CDIs detailed in paragraphs 4 and 5 of this Schedule 26 shall not apply;
  - 8.1.2. the CDIs detailed in Schedule 7 (Contract Delivery Indicators) of this Contract shall not apply;
  - 8.1.3. the Contractor shall not be obliged to notify the Authority or other EM Contractors of Incidents, Outages and/or Planned Outages
- 8.2. Unless otherwise stated in this Schedule 26 no other services shall be provided in respect of the [REDACTED] SIM Cards.
- 8.3. To the extent (and only to that extent) that the [REDACTED] Services are required to be provided after the Service Commencement Date, in the absence of negligence and/or wilful default, the Contractor shall not incur any liability to the Authority or other EM Contractor if such EM Contractor fails to achieve a CDI or KPI or incurs additional costs as a direct consequence of the Contractor's obligations in respect of the [REDACTED] Services.

**9. Dependencies**

This section 9 is included for historical reference only.

- 9.1. In respect of the Legacy Services and the [REDACTED] Services, Dependency 9 (on the worksheet 'Authority') shall not apply and the Contractor will notify unscheduled maintenance in accordance with clauses 5.4 of this Schedule 26.
- 9.2. In respect of the Legacy Services and the [REDACTED] Services, Dependency 22 (on the worksheet 'Authority') shall not apply and the Contractor will not be required to undertake EM Stakeholder Satisfaction Survey.

**Contract For The Provision Of Electronic Monitoring Network Services – Lot 4**

- 9.3. In respect of the Legacy Services and the [REDACTED] Services, Dependency 60 shall not apply and the Contractor will not be required to provide the reports detailed in Dependency 60.
- 9.4. In respect of the Legacy Services and the [REDACTED] Services, Dependency 62 shall not apply and the Contractor will not be required to complete and agree the OLAs before Service Commencement.
- 9.5. In respect of the [REDACTED] Services, Dependencies 71 and 76 shall not apply.
- 9.6. In respect of the Legacy Services and the [REDACTED] Services, Dependency 112 shall not apply and the Contractor will not be required to conform to incident response times agreed in the OLAs and SLAs.
- 9.7. In respect of the Legacy Services and the [REDACTED] Services, Dependency 114 shall not apply and the Contractor will not be required to provide systems event handling criteria and procedures.
- 9.8. In respect of the Legacy Services and the [REDACTED] Services, Dependency 221 shall apply except that the Contractor shall not be required to provide:
- a) a capability of monitoring its equipment and applications at the EM Monitoring and Field Contractor's service desk;
  - b) the EM Monitoring and Field Contractor's service desk staff with basic training to enable them to triage faults when they occur
  - c) details of maintenance times and/or planned outages on their equipment and applications except as detailed in clauses 5.4 and 5.5 of this Schedule 26.

**10. General****10.1. For the avoidance of doubt:**

- 10.1.1. the provision of Deliverables and Documentary Deliverables and the achievement of Milestones are not relevant to the provision of the Legacy Services and the [REDACTED] Services.

**10.2. The Legacy Services and the [REDACTED] Services shall not be subject to any Acceptance or Testing requirements.****10.3. The Parties will, acting in good faith, discuss and agree a transition strategy for the closure of the Legacy Services as soon as is reasonably possible. Formalisation of any agreement shall be in accordance with the Integrated Contract Change Procedure****11. NOT USED**