



Chubb Systems Ltd

Dear Sirs,

Award of contract for the supply of a continuing service of a Parliamentary TV line

Following your proposal for the continuing provision of a Parliamentary TV LINE, the Ministry of Justice are pleased to award this contract for Chubb Systems Ltd (Chubb) to make available the Parliamentary TV service to the Ministry of Justice, 102 Petty France, London SW1H 9AJ (MoJ) for use by Ministers or other bona-fide users, within this building only.

This letter (Award Letter) and its Annexes set out the terms of the contract between the Secretary of State for Justice as the Authority and Chubb Systems Ltd the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

2. Service Description

Overview

The prices and rates quoted 3.2 and 3.4 respectively are based on providing access to a 24 hour a day 365 days a year Emergency Callout facility for reporting your Reactive Remedial Maintenance (RRM) needs in order to ensure the continued operation of the system installed.

To summarise, the various elements of maintenance cover included are as follows:

- 2.1 24/7/365 Emergency Callout Facility with a next working day response

2.2 On site Reactive Remedial Maintenance

2.3 Schedule of Rates for any chargeable Reactive Remedial Maintenance events.

2.4 Chubb Systems Ltd (Chubb) will make available the Parliamentary TV service to the Ministry of Justice, 102 Petty France, London SW1H 9AJ (MoJ) for use by Ministers or other bona-fide users, within this building only. The service supplied to the MoJ is in a digital IPTV format. Currently there are 5 network switches distributing the channels around parts of the building. The service is connected via set-top decoder boxes to the customer's own television sets within the building. The limit of responsibility for Chubb will be the satisfactory reception of signals at a set-top box, however, Chubb are not responsible for the CAT5 cables, the patching of the same, any excess length CAT5 circuits, nor the televisions themselves.

2.5 The ownership of the Parliamentary TV service remains with the Parliamentary authorities who may, from time to time, make changes to the number and content of the channels provided. Chubb have no influence over these matters. Currently the service comprises of Parliamentary 24 channels, with a maximum of 3 "In-House" MoJ channels. Additional equipment would be required should the number of channels increase.

2.6 It is a condition of supply that the channels will not be forwarded outside the building of 102 Petty France, London, whether the destination is other MoJ premises or not. No element of the service can be sold or offered for sale or streamed on the internet or other private circuit without written permission from the Parliamentary Authorities.

2.7 Fibre Circuit

The service is delivered to 102 Petty France, London from the Houses of Parliament, through a fibre circuit rented by the MoJ from City of London Telecommunications (COLT). The MoJ are responsible for the availability of this circuit, renewing agreements with COLT and the payment of any charges to COLT associated with this circuit.

2.8 Maintenance

In the event of the Parliamentary TV signals not being available as described above, the matter should be reported to Chubb on [REDACTED], quoting your Unique Client Reference number [REDACTED]. **Chubb Systems Service Division**

Client: Ministry of Justice Date: 17 November 2021 Project: Maintenance of Parliamentary TV Ref: SM0224v2

3.2 Contract Duration The contract duration is for the minimum period of 12 months commencing 17 October 2021.

3.3 Fault Response and Resolution Times

Chubb engineers will investigate the fault during normal working hours Mon-Fri 8-30am to 4-30pm (Bank Holidays excepted). Should the fault be found to be with the COLT circuit, Chubb will report the matter to COLT for their action. The cost of labour and materials is included in the annual charge, provided the damage is not caused by "Other than Fair Wear and Tear". Chubb will use their best endeavours to clear any fault as quickly as possible.

3.4 Price

The annual price for providing the maintenance contract described in this proposal is:

Option 1 – 1 Year - £6,057.45

The customer has the option to cancel at the end of any year, but must give 120 days' notice of cancellation

Option 3 – 5 Years – an annual increase of 1.5% per annum

Year 1 £6,057.45

Year 2 £6,148.31

Year 3 £6,240.53

Year 4 £6,334.14

Year 5 £6,429.15

Please note the price quoted is exclusive of VAT, which will be charged at the applicable rate at the time of invoice.

MoJ shall at its option choose the duration of contract detailed above

3.5 Schedule of Rates

[REDACTED]

3.6 Terms and Conditions

This contract is subject to **Ministry of Justice Terms and Conditions of Contract for Services**.

Insurance

The supplier shall provide details

3.7 Liaison

For operational and technical matters MoJ point of contact will be **[REDACTED]**.

Technical Services Operations Manager - Voice & Video

[REDACTED]

3.8 The Term shall commence on 17 October 2021 and the Expiry Date shall be 16 October 2026

3.9 The address for notices of the Parties are:

Authority

The Secretary of State for Justice

[REDACTED]

Buyer's main address:

102 Petty France

London

SW1H 9AJ

[REDACTED]

Chubb Regional Office:

[REDACTED]

4. Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: P.O. Box 767, Newport, Gwent, NP10 8FZ [REDACTED]. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED].

5. For the purposes of the Agreement the Staff Vetting Procedures/data security requirements/equality and diversity policy/ and environmental policy is: **Baseline Personnel Security Check (BPSS) which must be dated within three months of the start date. See <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>**
6. The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

7. Sign off for this agreement is to be completed electronically using Adobe EchoSign. Please quote the project prj-7775 and contract reference con_19901 in any future communications relating to this contract.

Signed for and on behalf of Secretary of State for Justice

Name [REDACTED]

Title [REDACTED]

Signature: [REDACTED]

Date: [REDACTED]

We accept the terms set out in this agreement with its **Annexes**, including the Terms and Conditions.

Signed for and on behalf of Chubb

Name: [REDACTED]

Director [REDACTED]

Signature: [REDACTED]

Date: [REDACTED]

**Ministry of Justice
Terms and Conditions of
Contract for Services**

1. Interpretation

1. In these terms and conditions:

“Agreement”	means the PO and these terms and conditions between the Authority, acting as part of the Crown, and the Supplier;
“Authority”	means the Secretary of State for Justice acting through the purchaser named in the PO;
“Basware”	means Basware eMarketplace, the procurement software used by the Authority for its financial transactions;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body Or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; ord. Executive Agency;
“Charges”	means the charges for the Services set out in the PO;
“Controller”	means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which: (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

“Data Loss Event”

means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data;

“Data Protection Legislation”

means the GDPR, the LED, DPA and all applicable Laws relating to the processing of Personal Data;

“Data Protection Officer”

means as it is defined in the GDPR;

“Data Subject”

means as it is defined in the GDPR;

**“Data Subject
Access Request”**

means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

CCM0611.4 PO General Terms and Conditions – Services v 4 11/02/2021