

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

1. INTERPRETATION

1.1 In this Agreement, any reference, express or implied, to an enactment (which includes any legislation in any jurisdiction) includes:

- (a) that enactment as amended, extended or applied by or under any other enactment (before, on or after the execution of this Agreement);
- (b) any enactment which that enactment re-enacts (with or without modification); and
- (c) any subordinate legislation made (before, on or after the execution of this Agreement) under that enactment, including (where applicable) that enactment as amended, extended, or applied as described in paragraph 1.1(a), or under any enactment which it re-enacts as described in paragraph 1.1(b).

1.2 In this Agreement:

- (a) any reference to a **person** includes a body corporate, unincorporated association of persons (including a partnership), government, state, agency, organisation, and any other entity whether or not having a separate legal personality and an individual, his estate and personal representatives;
- (b) subject to Clauses 4 and 37, any reference to a party to this Agreement includes a reference to the successors or assigns (immediate or otherwise) of that party;
- (c) any reference importing a gender includes the other genders;
- (d) any reference to a time of day is to London time;
- (e) any reference to a month is to a calendar month;
- (f) any reference to a quarter is to a consecutive period of three months;
- (g) subject to Clause 42.2(a), any reference to writing includes typing, printing, lithography and photography but excludes any form of electronic communication (as defined in the Electronic Communications Act 2000) to the other party by email (and Clause 42.2 shall not apply to those communications);
- (h) each reference to a document is to that document as amended, varied, assigned or novated from time to time otherwise than in breach of this Agreement or that document;
- (i) each reference to a Clause, Schedule or Appendix is to a clause of, or a schedule or appendix to, this Agreement;
- (j) each reference to a paragraph is to a paragraph of a Schedule or Appendix;
- (k) the Schedules and Appendices form part of this Agreement;
- (l) the headings do not affect the interpretation of this Agreement;

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

- (m) any reference to a company includes any company, corporation or other body corporate wherever incorporated; and
- (n) any reference to an indemnity being given on an after-Tax basis means that the amount payable pursuant to such indemnity (**Payment**) shall be increased (or decreased, as the case may be) so as to ensure that, after taking into account:
 - (i) the amount in respect of Tax required by law to be deducted or withheld from such amount (or increased or decreased amount, as the case may be);
 - (ii) the Tax that is chargeable (or would be chargeable but for the use, setting off or application of any relief) on such amount (or increased or decreased amount, as the case may be) in the hands of the recipient of the Payment; and
 - (iii) any Tax credit, repayment or other Tax benefit which is actually received and used by the recipient of the Payment solely as a result of the matter giving rise to the indemnity or as a result of receiving the Payment,

(which amount of Tax and Tax credit, repayment or other Tax benefit is, in the case of (B) and (C) above, to be determined by the recipient (acting reasonably and in good faith) and certified as such to the party making the Payment), the recipient of the Payment is in the same position as it would have been in had there been no such withholding, deduction, Tax, Tax credit, repayment or other Tax benefit, provided that nothing in this paragraph 1.2(n) shall require the recipient to make any changes to the way in which it deals with any Relevant Authority in relation to any Tax credit, repayment or other Tax benefit. References in this paragraph 1.2(n) to the recipient of a payment include references to any person who is treated as receiving that payment for any Tax purpose.

1.3 In this Agreement, each reference to indemnifying any person against any event, matter or circumstance shall be construed as a reference to indemnifying that person in full and holding that person harmless on an after Tax basis from and against all Losses suffered or incurred by that person, in each case arising out of any and all claims (whether or not successful, compromised or settled), actions, demands, proceedings or judgments which may be instituted, made, threatened, alleged, asserted or established in any jurisdiction against or otherwise involving that person, including Losses suffered or incurred in establishing a right to be indemnified under this Agreement, and indemnified and indemnify and similar expressions shall be interpreted accordingly.

1.4 A reference in this Agreement to any English legal term for any action, remedy, method or form of judicial proceeding, legal document, court or any other legal concept or matter will be deemed to include a reference to the corresponding or most similar legal term in any jurisdiction other than England, to the extent that jurisdiction is relevant to the transactions contemplated by this Agreement or the terms of this Agreement.

1.5 If there is any conflict or inconsistency between any of:

- (a) a term in the main body of this Agreement;
- (b) a term in any of the Schedules;
- (c) a term in any of the Appendices to the Schedules; and
- (d) any term included in any other document incorporated by reference into this Agreement,

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

the term falling into the category first appearing in the list above shall, unless expressly stated otherwise, take precedence. Each Schedule other than Schedule 8 (Services Delivery Proposals) shall take precedence over Schedule 8.

1.6 In Schedule 8 (Services Delivery Proposals):

- (a) each agreement and commitment shall be without prejudice to each other provision in the main body of this Agreement and each other Schedule to this Agreement including Clause 3 and Clause 20 of this Agreement and Schedule 7 (Services Output Specification) and Schedule 10 (Interfaces);
- (b) each reference to a plan (such as a sentence plan) shall be without prejudice to the obligation on the Contractor to prepare a Plan and a Resettlement Plan in accordance with this Agreement;
- (c) each reference to “us”, “we” or “our” is a reference to the Contractor; and
- (d) the Contractor shall provide the Services in accordance with this Agreement including Schedule 8 (Services Delivery Proposals) to all Applicable Persons as the context requires notwithstanding any references in Schedule 8 (Services Delivery Proposals) to the Allocated Persons, Designated Retained Persons or offenders, prisoners, persons or other similar expressions.

1.7 The *ejusdem generis* rule does not apply to this Agreement. Specific words indicating a type, class or category of thing do not restrict the meaning of general words following specific words, such as general words introduced by the word "other" or a similar expression. General words followed by specific words shall not be restricted in meaning to the type, class or category of thing indicated by the specific words. The words including and include shall mean "including without limitation" and "include without limitation", respectively.

1.8 In the Schedules and the Appendices, capitalised terms that are not defined in this Schedule 1 shall have the meanings given to them in the relevant Schedule or Appendix.

1.9 Paragraphs 1.1 to 1.8 (inclusive) of this Schedule 1 apply unless expressly stated otherwise in this Agreement.

2. DEFINITIONS

Acceptable SFO Action Plan has the meaning given to it in Assurance Metric B in Part 3 of Schedule 9 (Performance Measures and Service Credits);

Accreditation (and its derivatives) means the formal, independent assessment of ICT against applicable information assurance requirements to ensure that appropriate information risk management processes are implemented;

Accredited Programme means a structured programme having the meaning given to it in sections 202(2) and (3) of the CJA which has an accreditation by CSAAP;

Accredited Programme Manual means the manual for an Accredited Programme that is issued in writing from time to time either by the Authority and published on the Authority Website or by the relevant Third Party;

Accredited Programme Requirements Document means the document setting out the Accredited Programmes designated for each Contract Package Area issued by the Authority from time to time which can be found on the Authority Website;

Activity Requirement has the meaning given to it in section 201 of the CJA;

Actual Performance means the Contractor's actual performance against the Performance Measures calculated using the relevant formula set out in Parts 2 and 3 to Schedule 9 (Performance Measures and Service Credits);

Additional Rehabilitation Services means those services which a Community Rehabilitation Company provides with respect to an Applicable Person under a Probation Services Agreement through a Lead Host CRC, a Host CRC or a Third Party which, for the avoidance of doubt, do not comprise Home Resettlement Services;

Adjudicator has the meaning given to it in Clause 41.2(a);

Affiliate means, in relation to any person, any holding company or subsidiary of that person or any subsidiary of that holding company and "holding company" and "subsidiary" shall have the meanings given to them in Section 1159 of the Companies Act 2006, save that, for the purposes of determining whether one entity is an Affiliate of another, any transfer of shares by way of security or to a nominee of the transferor shall be disregarded;

Aggregate Liability Cap has the meaning given to it in Clause 18.8(e)(ii);

Agreement means this Agreement and its Schedules and Appendices;

Alcohol Assessment Tool means an Authority approved tool to assess the effectiveness of alcohol treatment;

Alcohol Treatment Requirement has the meaning given to it in section 212 of the CJA;

Allocated Person has the meaning given to it in Clause 3.3;

Alternative Jurisdiction means a jurisdiction in the United Kingdom which is outside England and Wales;

Amendment Date has the meaning given to it in Clause 1.1;

Annual Liability Cap has the meaning given to it in Clause 18.8(e)(i);

Annual Service Plan has the meaning given to it in Clause 10.1(a);

Applicable Law has the meaning given to it in Clause 24.1;

Applicable Person means any or all of an Allocated Person, a Resettlement Person or a Designated Retained Person;

Approved Premises has the meaning given to it in section 13(1) of the OMA;

ASSET/ASSETPlus means the structured assessment tool used by a Youth Offending Team in England and Wales on all young offenders who come into contact with the criminal justice system;

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

Assets means all assets, property and rights used in or required to provide the Services or services the same as or similar to the Services in accordance with this Agreement, including:

- (a) any real property;
- (b) any books and records (including operating and maintenance manuals, health and safety manuals and other know-how);
- (c) any revenues and any other contractual rights; and
- (d) any intellectual property rights (other than the Contractor IPRs);

Assistive Technology means a device or system that allows a person to perform a task they would otherwise be unable to perform or increases the ease and safety with which a task can be performed;

Assurance Metrics means the assurance measures set out in Part 3 of Schedule 9 (Performance Measures and Service Credits);

Assurance Metric Percentage means the assurance metric percentage for each Assurance Metric set out in Part 2 of Schedule 9 (Performance Measures and Service Credits);

Attendance Centre has the meaning given to it in section 214 of the CJA;

Attendance Centre Order means an order under Section 60 of the Powers of Criminal Courts (Sentencing) Act 2000;

Attendance Centre Requirement has the meaning given to it in section 214 of the CJA;

Authority Approved Case Management System means the nDelius and Prison NOMIS applications and their successors;

Authority Approved Risk Assessment System means a tool, approved by the Authority, to record case management information and to record the Plan containing offending related risks and needs;

Authority Audit Agents has the meaning given to it in paragraph 2.2 of Schedule 15 (Audit);

Authority Audit Rights has the meaning given to it in paragraph 1.1 of Schedule 15 (Audit);

Authority Devices means any ICT device, including a laptop, tablet, blackberry owned by the Authority;

Authority ICT means the Authority ICT Applications, the Authority ICT Networks and the Authority Devices;

Authority ICT Applications means the Case Management Systems, IAPS and OASys;

Authority ICT Networks means the OMNI and NICTS networks;

Authority ICT Policies means the ICT and security related policies, guidelines and requirements issued in writing by the Authority from time to time, as amended from time to time by the Authority, which can be found on the Authority Website including those set out in Appendix 2 of Schedule 19 (ICT);

Authority ICT Support Document means the document setting out the service management and service levels provided by the Authority in connection with the Authority ICT that is issued in writing from time to time by the Authority;

Authority IPRs means those Intellectual Property Rights owned by the Authority including those subsisting in the Accredited Programmes and the Accredited Programme Manuals, nDelius, OASys, any Bespoke Materials, the Project Data, the Business Support Applications IPR; all documents subject to Crown copyright made available to the Contractor for the purposes of this Agreement, and all materials provided to the Contractor for use in the provision of the Skills for Effective Engagement, Development and Supervision training programmes;

Authority Personnel means all employees, agents and consultants of the Authority or any Authority Related Party and those of any subcontractor of the Authority or any Authority Related Party;

Authority Premises means premises owned, controlled or occupied by the Authority including private prisons to which any Contractor Related Party requires access in connection with the provision of the Services from time to time excluding those premises of the Authority to the extent that they are leased or licensed to the Contractor pursuant to a Lease and Licence Agreement or otherwise;

Authority Related Party means any or all of (i) the Authority, (ii) the Police and Crime Commissioners, (iii) a government department, agency or a non-departmental Government body and (iv) an officer, agent, contractor, employee or subcontractor (of any tier) of any of the bodies referred to in (i), (ii) or (iii) acting in the course of his office or employment or appointment (as appropriate) but excluding, in each case, the Contractor and any Contractor Related Party;

Authority Service Desk means the Authority level one help desk for ICT queries and requests relating to Authority ICT;

Authority Termination Notice has the meaning given to it in Clause 33.2;

Authority Website means any or all of www.justice.gov.uk, www.gov.uk, consult.justice.gov.uk, pmu.hub.uk.com and www.co-financing.org and each other website specified by the Authority from time to time;

Basic Custody Screening Tool means the screening tool used when an Applicable Person is inducted into custody;

Bespoke Materials means software, concepts, operating manuals and processes, and any other items in which Intellectual Property Rights subsist, which are created, developed or acquired by the Contractor or any Subcontractor in or for the performance of the Contractor's obligations under this Agreement (whether or not on an exclusive basis);

Bidder means the Purchaser (as defined in the Sale and Purchase Agreement) or an Affiliate of the Purchaser, as the case may be;

Brand Manual means the Authority's guidelines prescribing the logo which the Contractor must use and the form and manner of its use in connection with the provision of the Services including any amendments or additions notified in writing by the Authority to the Contractor from time to time;

Breach Information means the breach information prepared in accordance with Paragraph 4(c) of Schedule 10;

Breach Presentation means a presentation by the Authority at court of an alleged breach of the terms of an Allocated Person's Community Order, Suspended Sentence Order or Post Sentence Supervision Period, as the case may be;

Business Continuity Management System means the business continuity management system referred to in Clause 19.3;

Business Day means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;

Business Impact Level has the meaning given to it in the HMG IA Standard No. 1-2 Supplement (Technical Risk Assessment and Risk Treatment);

Business Support Applications means the ICT applications transferred from the Authority to the Contractor pursuant to a scheme made under Schedule 2 of the OMA dated 29 May 2014;

Business Support Applications IPR means the Intellectual Property Rights subsisting in the Business Support Applications where those Intellectual Property Rights transferred from the probation trusts to the Authority pursuant to a scheme made under Schedule 2 of the OMA dated 29 May 2014;

CAFCASS (Children and Family Court Advisory and Support Service) means the non-departmental public body for England and Wales set up to safeguard and promote the welfare of children involved in family court proceedings;

Case Allocation Tool means the processes used to allocate a person to a Community Rehabilitation Company provider including defined criteria for retaining that person by the Authority, screening for risk of Serious Harm (together with, where appropriate, full analysis) and a Risk of Serious Recidivism;

Change means each addition to or amendment of this Agreement (other than Clauses 1, 16, 17, 18, 19, 22, 24, 25, 31, 32, 33, 34, 36, 37, 38, 39 (except 39.1(d)), 40, 41 and 42 and Schedule 1 (other than to the extent required to effect a change made through the Change Protocol), Schedule 2, Schedule 3, Schedule 4 and Schedule 22), which is to be made in accordance with the Change Protocol;

Change Confirmation means a document setting out the amendments to the Agreement in the format attached at Appendix 2 to Schedule 12 (Change Protocol) which is agreed in accordance with the Change Protocol;

Change Impact Assessment has the meaning given to it in paragraph 2.4(a) of Schedule 12 (Change Protocol) containing the detail set out in paragraph 2.4(c) of Schedule 12;

Change Log has the meaning given to it in paragraph 8.1 of Schedule 12 (Change Protocol);

Change Notice means a notice sent in accordance with paragraphs 2.1 and 3(a) of Schedule 12 (Change Protocol) in the form set out in Appendix 1 to Schedule 12 (Change Protocol);

Change Protocol means the procedure for agreeing and implementing a Change as set out in Schedule 12 (Change Protocol);

Change Protocol Group is the group described in paragraph 5 of Schedule 14 (Governance);

Change in Law has the meaning given to it in Clause 24.3;

Change in Law Change means a Change that is required in order to comply with a Change in Law;

Change of Ownership means:

- (a) any sale, transfer or disposal of any legal, beneficial or equitable interest in any or all of the shares in the Contractor and/or the Guarantor (including the control over exercise of voting rights conferred on those shares, control over the right to appoint or remove directors or the rights to dividends); and/or
- (b) any other arrangements that have or may have or which result in the same effect as paragraph (a) above;

Charges means the payments made by the Authority (or relevant Commissioning Body in accordance with Clause 3.1(h)) to the Contractor specified, calculated or invoiced in accordance with Schedule 11 (Payment Mechanism);

Children's Services means the department within a council, with a director of children's services responsible for the safety and well-being of all children in that council's area, responsible for provision of child protection and child welfare services and the oversight of education;

CJA means the Criminal Justice Act 2003;

CLAS means the CESG listed advisor scheme;

Clinical Assurance Service means the clinical assurance audit procedures that are approved by CSAAP and set out in the Authority's "Intervention Integrity Framework" document issued in writing from time to time on the Authority Website;

Code of Connection means the code of connection referenced in Appendix 2 of Schedule 19 (ICT);

Commercially Sensitive Information means the sub-set of Confidential Information listed in column 1 of Part 1 (Commercially Sensitive Contractual Provisions) and column 1 of Part 2 (Commercially Sensitive Material) of Schedule 4 (Commercially Sensitive Information), in each case for the period specified in column 2 of Parts 1 and 2 of Schedule 4;

Commissioning Body means any or all of the Police and Crime Commissioners and a government department, agency or a non-departmental Government body, in each case as the Authority may specify;

Community Order has the meaning given to it in section 177 of the CJA;

Community Payback Operating Manual means the community payback manual which is issued by the Authority from time to time;

Community Placement means the placement of a Designated Retained Person for the purposes of undertaking an activity offered and supervised by a Community Rehabilitation Company or a Third Party organisation or agency;

Community Rehabilitation Company means a person who will enter, or has entered into, a Probation Services Agreement;

Community Safety Partnership means a body established for the purposes of formulating a strategy for the reduction of crime and disorder, pursuant to sections 5 to 7 of the Crime and Disorder Act 1998;

Compact means the agreement between the Government and civil society organisations which can be found at <https://www.gov.uk/government/publications/compact-the-agreement-between-government-and-the-voluntary-community-sector>;

Complaints Procedure means the procedure published by the Authority from time to time which can be found on the Authority Website;

Confidential Information means:

- (a) 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 and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998; and
- (b) Commercially Sensitive Information;

Confirmation Letter means the notification letter sent to the Allocated Person to confirm that breach proceedings have been initiated;

Consents means all permissions, consents, approvals, certificates, permits, licenses and authorisations of a Relevant Authority required for the performance of any of the Contractor's obligations under this Agreement;

Contingency Contract Package Area means a Contract Package Area identified in Part 2 of Schedule 3 (Contract Package Area);

Continuous Improvement Report means the report referred to in Clause 10.3;

Contract Package Area means a geographical area in England and Wales designated in a Probation Services Agreement, which, in the case of the Contractor, is specified in Part 1 of Schedule 3 (Contract Package Area);

Contract Period means the period from and including the Amendment Date to and including the Termination Date;

Contract Review has the meaning given to it in Clause 10.4(a);

Contract Year means a period of 12 months commencing on 1st April except for the first Contract Year which shall commence on the Amendment Date and end on 31st March following the Amendment Date and the last Contract Year which shall commence on 1st April prior to the Termination Date and end on the Termination Date;

Contractor Default means one of the following events:

- (a) a breach by the Contractor of any of its warranties or obligations under this Agreement which materially and adversely affects the performance of the Services, other than those breaches referred to in (b), (i), (j), (k), (l) and (m) below;

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

- (b) a breach by the Contractor of its obligations under the Contractor Admission Agreement or the PCSPS Admission Agreement referred to in Schedule 22 (Pensions);
- (c) a court makes an order that the Contractor or the Guarantor be wound up or a resolution for a voluntary winding-up of the Contractor or the Guarantor is passed;
- (d) any receiver or manager in respect of the Contractor or the Guarantor is appointed or possession is taken by or on behalf of any creditor of any property of the Contractor or the Guarantor that is the subject of a charge;
- (e) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006 in respect of the Contractor or the Guarantor;
- (f) an administration order is made, or an administrator is appointed in respect of the Contractor or the Guarantor;
- (g) there is a Material Adverse Financial Change such that in the reasonable opinion of the Authority, the Guarantor is, or is likely to be, unable to perform its obligations under the Guarantee;
- (h) a determination by the Expert in Clause 10.4(g) that Serious Concerns exist;
- (i) a material breach by the Contractor of its obligations under Clauses 3 or 4, which materially and adversely affects the performance of the Services;
- (j) a breach by the Contractor of its obligations under Clause 25;
- (k) a breach by the Contractor of its obligations under Clause 26;
- (l) a breach by the Contractor of its obligations under Clauses 36.2, 36.3 or 36.4; or
- (m) a failure by the Contractor to provide an acceptable ICT Transition Plan under paragraph 1.5 of Part 4 of Schedule 19 (ICT);

Contractor ICT means the ICT systems and networks, software and hardware, including Legacy ICT owned by or licensed to the Contractor;

Contractor IPRs means those Intellectual Property Rights subsisting in any Software Materials, tools, processes, methodologies, operating manuals, specifications, documents or other materials owned or used by the Contractor or a Contractor Related Party in the provision of the Services, in receipt of the Charges or otherwise in connection with this Agreement but excluding the Bespoke Materials, the Business Support Applications and the Project Data;

Contractor Location means a location set out in Part 6 of Schedule 3 (Contract Package Area);

Contractor Personnel means all employees, agents and consultants of the Contractor and its Affiliates and those of any Subcontractor engaged in the performance of the Contractor's obligations arising under or in connection with this Agreement (including the Services);

Contractor Premises means premises in the possession or control of the Contractor, a Contractor Related Party or any Subcontractor (which are not Authority Premises) from which the Services are delivered, in whole or in part, or otherwise relate to the provision of the Services or the performance

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

of the Contractor's other obligations arising under or in connection with this Agreement including those premises of the Authority which are leased or licensed to the Contractor pursuant to a Lease and Licence Agreement;

Contractor Related Party means each of the Contractor, Contractor's Affiliates, agents and contractors and its or their Subcontractors of any tier and its or their directors, officers and employees;

Contractor System means the equipment, computer programs, technical information and documentation used by the Contractor for the provision of the Services or the performance of the Contractor's other obligations under this Agreement including the Contractor ICT, as varied, updated and renewed from time to time;

CPS means the Crown Prosecution Service;

CRC Rate Card means the rate card issued by a Lead Host CRC or Host CRC for the provision of Home Resettlement Services or Additional Rehabilitation Services on behalf of a Home CRC;

Crown means Her Majesty's Government which shall be deemed to include any government department, office or agency and any Secretary of State;

Crown Copyright Licensing Procedures means the procedures issued in writing by the Authority from time to time which can be found on the Authority Website;

CSAAP means the Correctional Services Accreditation and Advisory Panel which provides expert evidence on effective corrections for the Authority;

Curfew Requirement has the meaning given to it in section 204 of the CJA;

Custodial Sentence has the meaning given to it in section 76(1) of the Powers of Criminal Courts (Sentencing) Act 2000;

Data Exchange Requirements means the data exchange requirements issued in writing by the Authority from time to time which can be found on the Authority Website;

Default means any breach of this Agreement, act or omission giving rise to actual or potential Losses whether arising in tort (including negligence), breach of contract or otherwise, including any Losses that are subject to an indemnity set out in this Agreement;

Deferred Sentence means a deferment of sentence pursuant to Section 1 of the Powers of Criminal Courts (Sentencing) Act 2000;

Dependency means the actions of the Authority set out in Schedule 7 (Services Output Specification);

Designated Retained Person means a Retained Person in respect of whom the Authority requires certain of the Services;

Direction means any applicable guidance or direction issued by (i) the Authority or (ii) for the purposes of Services commissioned pursuant to Clause 3.1(g) or Clause 5.1 only, the Police and Crime Commissioners or a government department, agency or a non-departmental Government body, with which the Contractor is bound to comply in connection with this Agreement including the

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

National Standards and guidelines published by the Authority under Sections 10(1) and 10(2) of the OMA;

Disclosure and Barring Service means the non-departmental Government body which helps employers to make safer recruitment decisions and prevent unsuitable people from working with vulnerable groups, including children;

Dispute has the meaning given to it in Clause 41.1(a);

Dispute Resolution Procedure means the procedure for the resolution of disputes specified in Clause 41;

Domestic Homicide Review has the meaning given to it in section 9 of the Domestic Violence, Crime and Victims Act 2004;

DPA has the meaning given to it in Clause 36.2(a);

Drug Rehabilitation Requirement has the meaning given to it in section 209 of the CJA;

Elective Services has the meaning given to it in Clause 5.1(e);

Electronic Monitoring means the electronic monitoring of an offender's whereabouts as part of, or the monitoring of his compliance with, any of the requirements or conditions of, a Community Order, Suspended Sentence Order, Licence, Home Detention Curfew or Supervision Default Order;

Electronic Monitoring Requirement has the meaning given to it in section 215(1)(b) of the CJA;

EM Provider means a provider of electronic monitoring services to the Authority including within a Contract Package Area;

Emergency means an event causing or, in the reasonable opinion of the Authority, threatening to cause death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination of the environment, in each case which prevents the Service operating under normal circumstances and which requires the mobilisation and organisation of the emergency service;

Emergency Audit has the meaning given to it in paragraph 2.6 of Schedule 15 (Audit);

Emergency Recall means a recall to custody where there is an imminent risk of Serious Harm if the offender is not immediately recalled;

Employment Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

Enforcement Order has the meaning given to it in section 11J(2) of the Children Act 1989;

Environmental Information Regulations means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to those regulations;

Equalities Legislation means the Racial and Religious Hatred Act 2006, the Civil Partnership Act 2004, the Gender Recognition Act 2004 and the Equality Act 2010;

Escalation Process means the process set out in Clause 41.1 excluding the referral of the Dispute to be resolved in accordance with the remaining provisions of Clause 41;

ESF Regulation has the meaning given to it in Clause 3.16(b);

Estimate has the meaning given to it in paragraph 2.4(a) of Schedule 12 (Change Protocol), containing the detail set out in paragraph 2.4 (b) of Schedule 12 (Change Protocol);

European Commission Decision means the decision of the European Commission dated 20 December 2011 (2012/21/EU) on the application of Article 106(2) of the Treaty of the Functioning of the European Union to State aid in the form of public service compensation granted to certain undertakings entrusted with the operation of services of general economic interest and available at <http://eur-lex.europa.eu/legalcontent/EN/TXT/PDF/?uri=CELEX:32012D0021&from=EN>;

Exclusion Requirement has the meaning given to it in section 205 of the CJA;

Executable Code means computer programs and/or data which can be interpreted and acted upon by a hardware platform/operating system without the need for any external modification;

Exit Period means the period of at least three months but not more than 24 months, as specified by the Authority, commencing:

- (a) if this Agreement is terminated by the Authority, on the date specified in accordance with this Agreement; or
- (b) if this Agreement expires in accordance with Clause 33.1, on the date notified by the Authority in writing to the Contractor, being not earlier than:
 - (i) the date 12 months prior to the Expiry Date, provided that the Exit Period must not expire before the Expiry Date; or
 - (ii) if there is a Renewal Period, the date 12 months prior to the last day of the Renewal Period, provided that the Exit Period must not expire before the last day of the Renewal Period,

as extended (as applicable) by the Authority in accordance with Clause 35;

Exit Plan means the plan for the orderly transition of the Services from the Contractor to the Authority, a Commissioning Body and/or a New Contractor based on the procedures set out in Schedule 24 (Exit Plan and Termination Assistance), an outline of which is attached as an Appendix to Schedule 24 (Exit Plan and Termination Assistance);

Exit Services means the additional services relating to the transfer of the Services under the Exit Plan, to be provided by the Contractor during the Exit Period in accordance with Clause 35 and the Exit Plan, but does not include any other Services that the Contractor is required to continue to provide during the Exit Period under the Exit Plan;

Exit Services Notice has the meaning given in paragraph 3.5 of Schedule 24 (Exit Plan and Termination Assistance);

Exit Transfer Date means the date the Returning Employees transfer to any New Contractor or the Authority on the Termination Date, for whatever reason;

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

Expert has the meaning given to it in Clause 10.4(e)(vi);

Expiry Date means the seventh anniversary of the Amendment Date or the end of the Renewal Period;

Fair Value means:

- (a) the price agreed between the Authority and the Contractor; or
- (b) failing agreement pursuant to (a), the price which the Independent Accountants state in writing to be, in their opinion, the fair value of the Assets on the basis of a sale between a willing seller and a willing purchaser on the Termination Date in accordance with the Valuation Policies and Schedule 26 (Fair Value);

Fast Track Change means a Change designated as a Fast Track Change by the Authority pursuant to Paragraph 2.1(a)(iv) of Schedule 12 (Change Protocol) or following a request at Paragraph 3(a)(i) of Schedule 12 (Change Protocol);

Fees Regulations means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004;

Final Contract Year means the period of months commencing on 1 April and ending on the last day of the Exit Period;

Final Warning Notice has the meaning given to it in Clause 33.4(b);

First Contract Year means the period of months commencing on the Amendment Date and ending on 31 March following the Amendment Date;

FITS means the “Future Information Technology Sourcing” owned by or licensed to the Authority;

Fixed Term Recall means a recall to custody where the offender is subject to automatic release (unless released earlier by the Secretary of State for Justice or the Parole Board) under section 255B of the CJA;

FOIA 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 that Act;

Force Majeure Event has the meaning given to it in Clause 19.2;

Good Industry Practice means 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 operator (engaged in the same or similar type of undertaking as that of the Contractor or any Subcontractor) under the same or similar circumstances taking into account guidance issued from time to time;

Guarantee means the guarantee dated the same date at this Agreement between the Guarantor, the Contractor and the Authority, or any replacement guarantee agreed between the parties on the same terms and with the same persons as a party to that guarantee;

Guarantor means Working Links (Employment) Limited;

Guarantor Criteria means:

- (a) a credit rating from at least one of i) Moody's, ii) Standard and Poor's or iii) Fitch Ratings;
- (b) a financial risk score assessed by Dun and Bradstreet;
- (c) a failure score assessed by Dun and Bradstreet;
- (d) a debt service cover ratio;
- (e) a turnover to contract value ratio;
- (f) a net asset test;
- (g) a total asset test;
- (h) a net profitability test;
- (i) a ratio test;
- (j) a gearing test; and
- (k) a cashflow test;

Health and Safety Policies means the MoJ Corporate Health & Safety Policy; the NOMS Health & Safety Policy Statement; the NPS National Health & Safety Policy; PSI - Occupational Health & Safety; PSI - First Aid; Fire Safety PSO; and Risk Assessment & Immunisation Against Infectious Diseases, issued in writing from time to time and published on the Authority Website;

HMG Data means any data that relates to or contains reference to an Applicable Person and is protectively marked in accordance with the Authority Policy "Security Notice – Handling Protectively Marked Information";

Home Circumstances Report means a written assessment of whether or not the home is a suitable address for the Applicable Person to reside;

Home CRC means the Contractor or a Community Rehabilitation Company, as the case may be, which has an Allocated Person under a Probation Services Agreement who is in custody in a Resettlement Prison designated to a Lead Host CRC under a Probation Services Agreement;

Home Detention Curfew means a licence under section 246 of the CJA or a licence to which section 255B(7)(a) or section 255C(7)(a) of the CJA applies;

Home Resettlement Services means (a) the Resettlement Services to be carried out by the Home CRC which relate to accommodation needs and employment needs after release from custody unless otherwise agreed in writing between the Contractor and the Home CRC and (b) any other of the Resettlement Services which are agreed in writing between the Contractor and the Home CRC to be more appropriately provided by the Home CRC;

Home Visit means a visit to an offender's home address conducted by anyone involved with the management of that offender;

Host CRC means:

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

- (a) the Contractor or a Community Rehabilitation Company, as the case may be, that has a Resettlement Person in custody in a Resettlement Prison designated to it under a Probation Services Agreement who is also (i) an Allocated Person of the Contractor or that Community Rehabilitation Company, as the case may be, or (ii) a Person on Remand who has an address located in the Contract Package Area of the Contractor or that Community Rehabilitation Company, as the case may be; and
- (b) with respect to the Contractor as a Lead Host CRC, each Community Rehabilitation Company set out in Part 4 of Schedule 3 (Contract Package Area);

IAPS means the Integrated Accredited Programmes System that supports the operation, monitoring and evaluation of Accredited Programmes;

ICT means information and communications technology;

ICT Loss has the meaning given to it in Paragraph 5.1 of Part 2 of Schedule 19;

ICT Provider has the meaning given to it in Paragraph 4.2 of Part 2 of Schedule 19;

ICT Transition Plan means the final ICT transition plan based on the initial outline plan set out in Appendix 1 of Schedule 19;

IL3 has the meaning given to it in the HMG IA Standard No. 1-2 Supplement (Technical Risk and Risk Treatment);

Improvement Plan means a plan delivered by the Contractor to the Authority pursuant to paragraph 4.1 of Part 1 of Schedule 9 (Performance Measures and Service Credits);

Improvement Plan Trigger Level means the trigger level set out in Part 1 and Part 2 of Schedule 9 (Performance Measures and Service Credits);

Independent Accountants means a firm of chartered accountants appointed by the Authority under Schedule 26;

Industry Standard Partnering Agreement means the form of Subcontract set out in Schedule 17 (Industry Standard Partner Agreement);

Information has the meaning given under section 84 of the Freedom of Information Act 2000;

Information Asset means a definable piece of information stored in any manner that is determined by the Authority as valuable and relevant to the provision of the Services;

Insurable Losses has the meaning given to it in Clause 18.8(e)(iii);

Intellectual Property Rights means any and all patents, trade marks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;

ISO 27001 means the International Organisation for Standardisation 27001:2013 for establishing, implementing, operating, monitoring, reviewing, maintaining and improving a documented

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

information security management system within the context of an organisation's overall risks in relation to the confidentiality, integrity and availability of the information assets;

ITHC has the meaning given to it in Paragraph 2.3 of Part 1 of Schedule 19;

Junior Attendance Centre means an Attendance Centre for the purposes of paragraph 12 of schedule 1 to the Criminal Justice and Immigration Act 2008;

Key Personnel means the persons specified in Schedule 5 (Key Personnel);

Lead Host CRC means the Contractor or a Community Rehabilitation Company, as the case may be, that has a Resettlement Person in custody in a Resettlement Prison designated to it under a Probation Services Agreement (whether or not that person is also an Allocated Person under that Probation Services Agreement);

Lease and Licence Agreement means:

- (a) an agreement dated 30 May 2014 between the Contractor and the Secretary of State for Communities and Local Government relating to (i) the lease of, and (ii) the shared occupation under licence of, and the provision of facilities in, certain of the Properties (including any applicable deed of variation); and
- (b) the lease and licence terms in respect of the Contractor transferred and (for the purpose of defining the extent of the property transferred) created under (i) The Offender Management Act 2007 (Lease and Licence) Property Transfer Scheme 2014 and (ii) The Offender Management Act 2007 (1954 Act) Property Transfer Scheme 2014 (including, in respect of (i) or (ii), any applicable re-allocation document);

Legacy ICT means the ICT assets transferred from the Authority to the Contractor pursuant to a scheme made under Schedule 2 of the OMA;

Legislation means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative and any enforceable EU right within the meaning of Section 2 of the European Communities Act 1972 (as amended), in each case in the United Kingdom;

Licence means the period in which an Applicable Person (excluding, for the purposes of this Agreement, an Applicable Person who is released on a Home Detention Curfew with no other licence conditions) is released from prison to serve the remainder of his sentence in the community subject to certain conditions;

Losses means all damages, losses, liabilities, fines, costs, expenses and charges (including legal and other professional expenses and charges), whether arising under statute, contract or at common law or in connection with judgments, proceedings, internal costs or demands or otherwise;

Mandatory Prison Service Instruction means a Prison Service Instruction which is marked as mandatory;

Mandatory Probation Instruction means a Probation Instruction which is marked as mandatory;

MAPPA means Multi Agency Public Protection Arrangements established under section 325 of the CJA;

Market Stewardship Principles means the principles set out in Schedule 23 (Market Stewardship Principles);

Material Adverse Financial Change has the meaning given to it in Clause 17(b)(i);

Material Subcontract has the meaning given to it in Clause 4.1(a);

Material Subcontractor has the meaning given to it in Clause 4.1(a);

Mental Health Treatment Requirement has the meaning given to it in section 207 of the CJA;

MG16 means evidence of, or disposition towards, the commission of an offence or other 'reprehensible behaviour' by an Allocated Person;

Migration Plan means the document produced by the Authority after the Amendment Date in consultation with the Contractor, setting out the Authority's plan for the migration of certain data identified in the plan from the Contractor ICT and any Business Support Applications, if applicable, into the Authority ICT;

Monthly Performance Report has the meaning given to it in paragraph 3.2(b) of Part 1 of Schedule 9 (Performance Measures and Service Credits);

National Probation Service means the probation services provided by the Authority with respect to Retained Persons;

National Standards means the National Standards published by the Authority under section 7 of the OMA from time to time which can be found on the Authority Website;

nDelius means National Delius, the national probation case management system, and its successors;

Negative Completion SL 8 means, with respect to Service Level 8, for each Allocated Person:

- (a) that Allocated Person's Community Order is revoked as a result of a breach of the Community Order by that Allocated Person or as a result of that Allocated Person having been convicted of a further offence; or
- (b) the original custodial sentence for that Allocated Person is activated for either the original term or a lesser term as a result of that Allocated Person being convicted of a further offence or a failure by that Allocated Person to comply with the community requirements of its Suspended Sentence Order;

Negative Completion SL 9 means, with respect to Service Level 9, for each Allocated Person:

- (a) that Allocated Person is recalled to prison as a result of a breach of its Licence conditions whether that recall is a Standard Recall or a Fixed Term Recall; or
- (b) subject to a Post Sentence Supervision Period, that Allocated Person is committed to custody as a result of a breach of its Post Sentence Supervision Period;

Negative Completion SL 10 to 12 means, with respect to Service Levels 10, 11 and 12, that the period of a Community Order or Suspended Sentence Order has expired without a Positive Completion or a Neutral Completion for that Applicable Person;

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

Negative Completion means Negative Completion SL 8, Negative Completion SL 9 or Negative Completion SL 10 to 12, as applicable;

Neutral Completion means, for each Applicable Person:

- (a) the death of that Applicable Person;
- (b) that Applicable Person transfers from the Contractor to another Community Rehabilitation Company, an Alternative Jurisdiction or leaves England and Wales after a resettlement request from the Applicable Person is approved or that Applicable Person has been deported from England and Wales; or
- (c) where the Applicable Person is subject to a Community Order or Suspended Sentence Order, the order is revoked by the court as a result of a change in circumstances of that Applicable Person (other than those changes in circumstances that would constitute a Negative Completion);

NICTS means the National Information Communication Technology Services and its successors;

Necessary Change means a Change designated as a Necessary Change pursuant to Paragraph 2.5 of Schedule 12 (Change Protocol);

New Contractor means the person who has entered or who will enter into an agreement with the Authority for the provision of services the same as or substantially the same as the Services in substitution for the Services;

NOMS means the National Offender Management Service;

NOMS Service Specification means the NOMs services specifications which can be found on the Authority Website;

NPS Local Delivery Unit means a local delivery unit set out in Part 5 of Schedule 3 (Contract Package Area);

OASys means the offender assessment system and its successors;

Offender Compact means an agreement between an Allocated Person, his Responsible Officer or Supervising Officer, as applicable, and the Contractor which sets out the rights and responsibilities of that Allocated Person during his time on Licence or while serving a Community Order or Suspended Sentence Order;

Offender Management Unit means the part of a prison responsible for the offender management of persons in custody;

Offender Survey means the offender engagement survey to be conducted by the Contractor each year in May and November in accordance with Clause 9.3;

Off-the-shelf Packages means standard "shrink wrap" or "click wrap" Software Materials, the Executable Code of which is generally available for purchase by the Contractor;

OGRS means the Offender Group Reconviction Scale;

OMA means the Offender Management Act 2007;

OMNI means the Offender Management National Infrastructure and its successors;

Overall Positive Experience has the meaning given to it in paragraph 7.4 of Part 1 of Schedule 9;

Parliamentary and Health Services Ombudsman means the Parliamentary and Health Services Ombudsman for England and Wales;

Parole Board means the body that is responsible for risk assessing prisoners to decide whether they can be released into the community in accordance with section 239 of the CJA;

PBR has the meaning given to it in Schedule 11 (Payment Mechanism);

Percentage Annual Contract Value means fifteen per cent. (15%) of the amount set out in the Fixed FFS column of the Predicted WAV Band in the Fee For Service Table for that Contract Year (as that amount is amended in accordance with Paragraph 15 of Schedule 11 (Payment Mechanism));

Performance Measures means the Service Levels and Assurance Metrics;

Performance Remedy means the mechanism to address performance failure in the event that Actual Performance does not meet the applicable Service Level or Assurance Metric;

Person on Remand means a person remanded in custody by order of a court;

Personal data means personal data as defined in the DPA which is supplied to the Contractor by the Authority or obtained by the Contractor in the course of performing the Services;

PIA means Privacy Impact Assessment;

Plan means, with respect to an Allocated Person serving a Community Order, a Suspended Sentence Order or a Custodial Sentence subject to conditional release, a plan that comprises: (i) the identification of the present risk of Serious Harm of that Allocated Person; (ii) the proposed management and mitigation of the present risk of Serious Harm if that Allocated Person presents a medium risk of Serious Harm; (iii) the needs of the Allocated Person in the context of the delivery of the Services and the identification of the likelihood of that Allocated Person reoffending; and (iv) the activity to be undertaken with the Allocated Person to deliver that part of the sentence of the court to be served in the community and to reduce the likelihood of reoffending;

Police National Computer means the primary national police computer system in the United Kingdom which is used for facilitating investigations and sharing information of both national and local significance;

Positive Completion means:

- (a) for each Allocated Person for the purpose of Service Levels 8 and 9 only, that Allocated Person's (i) Community Order, (ii) Suspended Sentence Order, (iii) Licence or (iv) Licence and Post Sentence Supervision Period (considered together), (in each case as applicable) has ended and no Negative Completion or Neutral Completion has occurred in relation to that Allocated Person;
- (b) for each Applicable Person for the purpose of Service Level 10 only, that Applicable Person has completed the number of hours of Unpaid Work during the period for completing the Unpaid Work Requirement in that Applicable Person's sentence of the court;

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

- (c) for each Applicable Person for the purpose of Service Level 11 only, that Applicable Person has completed an entire Accredited Programme pursuant to the Programme Requirement in that Applicable Person's Community Order or Suspended Sentence Order; and
- (d) for each Allocated Person for the purpose of Service Level 12 only, in relation to a Rehabilitation Activity Requirement there has been an assessment of rehabilitative needs in accordance with Schedule 8 (Services Delivery Proposals) and that Allocated Person has completed the requirements identified as applicable for that Allocated Person in that assessment;

Post Sentence Supervision Period means a period during which an offender must comply with supervision requirements pursuant to section 256AA of the CJA;

Post Sentence Supervision Requirement means a supervision requirement imposed as part of the Post Sentence Supervision Period, pursuant to section 256AB of the CJA;

Pre-Sentence Report has the meaning given to it in section 158(1) of the CJA;

Pre-Subcontract Questionnaire means the questionnaire set out in Schedule 2 of the Industry Standard Partnering Agreement;

Prison NOMIS means the national prison case management system and its successors;

Prison Inspector means Her Majesty's Chief Inspector of Prisons for England and Wales;

Prison Service Instruction means a prison service instruction issued in writing by the Authority from time to time which can be found on the Authority Website;

Prisons and Probation Ombudsman means the Prison and Probation Ombudsman for England and Wales;

Private Prison Contractor means a contractor providing prison services in a prison held in private ownership;

Probation Inspector means Her Majesty's Chief Inspector of Probation for England and Wales;

Probation Instruction means a probation instruction issued in writing by the Authority from time to time which can be found on the Authority Website;

Probation Services Agreement means this Agreement or an agreement in substantially the same terms as this Agreement between a Community Rehabilitation Company and the Authority for the provisions of services substantially similar to the Services with respect to a Contract Package Area;

Product Description means the document setting out the detailed requirements that the Contractor must include in its ICT Transition Plan which has been provided to the Contractor;

Programme Requirement has the meaning given to it in section 202 of the CJA;

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

Prohibited Act means:

- (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:
 - (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 Agreement or any other contract with the Crown; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown;
- (b) entering into this Agreement 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 commission have been disclosed in writing to the Authority;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under Legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Crown;

Prohibited Activity Requirement has the meaning given to it in section 203 of the CJA;

Prohibited Employment Grounds means the following protected characteristics among those listed within Section 4 of the Equality Act 2010, namely:

- (a) age;
- (b) disability;
- (c) gender reassignment;
- (d) marriage and civil partnership;
- (e) pregnancy and maternity;
- (f) race;
- (g) religion or belief;
- (h) sex; or
- (i) sexual orientation;

Project Data means:

- (a) all data, drawings, reports, research documents, plans, formulae, calculations and other data relating to the design, structure, testing, evaluation, operation or performance of the Services; and
- (b) all other materials, documents or data (including HMG Data) acquired or brought into existence or used in relation to the Services or this Agreement,

in each case that is used or created by any Contractor Related Party for the purpose of the provision of the Services or otherwise for the purposes of this Agreement;

PSN means the Authority's Public Service Network and includes the Government Secure Intranet (GSI);

Quality Assurance Arrangements has the meaning given to it in paragraph 5.1 of Part 1 of Schedule 9 (Performance Measures and Service Credits);

Quarterly Performance Report has the meaning given to it in paragraph 3.3(c) of Part 1 of Schedule 9 (Performance Measures and Service Credits);

Recall means an Emergency Recall, a Fixed Term Recall or a Standard Recall;

Registered Provider means a provider which has registered with the Authority as part of the Tier II and Tier III Registration Process published by the Authority on 19th September, 2013;

Rehabilitation Activity Requirement has the meaning given to it in section 200A of the CJA;

Relationship Management Group has the meaning given to it in paragraph 3.1 of Schedule 14 (Governance);

Relationship Manager means each party's representative appointed in accordance with Clause 23;

Release on Temporary Licence (ROTL) means the temporary release of a prisoner in accordance with Rule 9 of the Prison Rules 1999;

Relevant Agencies means agencies having contact with or involved with the delivery of punishment or rehabilitation services to the Applicable Person;

Relevant Authority means any court with the relevant jurisdiction and any local, national or supra-national agency, authority, inspector (including the Prison Inspector and the Probation Inspector), minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union;

Relevant Personal Data has the meaning given to it in Clause 36.2(b);

Relief Event has the meaning given to it in Clause 19.1(b);

Remedial Plan has the meaning given to it in Clause 10.4(e)(i);

Remedial Plan Process means the process set out in Clause 10.4(e);

Remote Access Device has the meaning given to it in Paragraph 1.1 of Part 3 of Schedule 19;

Renewal Period means the period of 36 months commencing on the date after the seventh anniversary of the Amendment Date;

Replacement Service means each service which the Authority obtains in substitution for the Services or any other obligation to be performed by the Contractor arising under or in connection with this Agreement (or any part of them), as the case may be;

Request for Information 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);

Required Insurances has the meaning given to it in Clause 26.1;

Resettlement Person means a person who:

- (a) has been remanded, sentenced or committed, to custody and is located in a Resettlement Prison; and
- (b) has been assigned to the Contractor or a Community Rehabilitation Company, as the case may be, by the Authority to receive Resettlement Services;

Resettlement Plan means the plan produced as Part 2 of the Basic Custody Screening Tool, completed for a Resettlement Person;

Resettlement Prison means a prison designated to the Contractor or a Community Rehabilitation Company in a Probation Services Agreement as an establishment that is supported by Resettlement Services, which in the case of the Contractor is set out in Part 3 of Schedule 3 (Contract Package Area);

Resettlement Services means, with respect to a Resettlement Person, the services set out in that Resettlement Person's Resettlement Plan that (a) meet the immediate resettlement needs of that Resettlement Person as a result of reception into custody; (b) manage the employment, accommodation and financial needs of that Resettlement Person together with, if that Resettlement Person has previously been a sex worker or a victim of domestic abuse, specialist services to address these needs and (c) relate to pre release activity designed to meet those needs;

Residence Requirement has the meaning given to it in section 206 of the CJA;

Resolved Charges has the meaning given to it in Paragraph 4(d)(iv) of Schedule 12 (Change Protocol);

Response means the responses of the Bidder to the OJEU Contract Notice (3190-2-Reducing reoffending-MC-MN published on 19th September, 2013), the Pre-Qualification Questionnaire (issued by the Authority in connection with the Contract Notice) and the Invitation to Negotiate;

Responsible Officer has the meaning given to it in section 197 of the CJA;

Retained Person has the meaning given to it in Clause 3.4;

Returning Employees means the individuals employed by the Contractor or a subcontractor who are engaged in the provision of the Services at the Exit Transfer Date;

Risk Matrix 2000 means a statistically-derived risk classification process for male offenders aged 18 who have been convicted of a sex offence, used nationally in England and Wales by the Prison,

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

Probation and Police Services, which produces separate indicators of reconviction for sexual or other violent offences;

RMADS has the meaning given to it in Paragraph 3.6 of Part 1 of Schedule 19;

Risk Review Form means the form which the Contractor must submit to the Authority to enable the Authority to make a decision as to whether the risk of Serious Harm of an Allocated Person has increased to high;

Risk of Serious Recidivism means the actuarial predictor of the likelihood of serious reoffending contained in the Case Allocation Tool;

Sale and Purchase Agreement means the agreement dated the same date as this Agreement between the Authority and Working Links (Employment) Limited for the sale and purchase of the ordinary shares in the Contractor;

Security Consultant has the meaning given to it in paragraph 3.6 of Part 1 of Schedule 19;

Security Working Group means an ICT information assurance governance board established by the Authority to manage the Accreditation process;

Second Contract Year means the Contract Year starting after the First Contract Year;

Secretary of State means the Secretary of State for Justice;

Secure Mail Box means a mailbox approved to receive, send and store emails at IL3 level or above;

Security Policy Framework means HM Government's framework of security controls, as may be amended from time to time, to be applied to the Information Assets, a copy of which is published on the Authority Website;

Sentence Type means the type of sentence specified in the third column of paragraph 2 of Schedule 7;

Serious Concerns has the meaning given to it in Clause 10.4(d);

Serious Further Offence means a serious violent or sexual offence committed by an Applicable Person whilst under the supervision of a provider of probation services;

Serious Further Offence Review means the Notification and Review Procedures for Serious Further Offences set out in Probation Instruction 15/2014;

Serious Harm means, at any given time, as reasonably determined by the Authority, a life-threatening and/or traumatic event occurring in respect of an individual from which recovery, whether physical or psychological, can be expected to be difficult or impossible;

Service Credits means the service credits set out in Schedule 9 (Performance Measures and Service Credits);

Service Level Percentage means the service level percentage for each Service Level set out in Part 2 of Schedule 9 (Performance Measures and Service Credits);

Service Level Weight means the service level weight set out in Part 2 of Schedule 9 for each Service Level measure;

Service Levels means the service levels set out in Part 2 of Schedule 9 (Performance Measures and Service Credits);

Service Integration Group is the group described in paragraph 6.1 of Schedule 14 (Governance);

Service Management Group is the group described in paragraph 4.1 of Schedule 14 (Governance);

Service Report means the annual service report referred to in Clause 10.2(a);

Services has the meaning given in Clause 3.1(a);

Services Agreement means the agreement dated 1 June 2014 pursuant to which the Authority appointed the Contractor pursuant to section 3(2) of the Offender Management Act 2007 as a provider of the Services;

Services Delivery Proposals means the proposals for the method of providing the Services to satisfy the Services Output Specification contained in Schedule 8 (Services Delivery Proposals);

Services Output Specification means the Services output specification of the Authority contained in Schedule 7 (Services Output Specification);

Settled Accommodation means: (i) any accommodation that provides a permanent independent housing solution including as owner occupier; tenant in a tenancy available for a minimum 3 month period; living as part of a family where the Applicable Person is able to reside in that home permanently and is able to return to that home; living with a friend with a bedroom available for the Applicable Person's use and access to domestic facilities; a caravan or boat that is viewed by the Applicable Person as his permanent home; (ii) supported housing provided by an accredited housing agency that is provided for a minimum 3 month period and includes support for the Applicable Person in relation to moving to a permanent independent housing solution; or (iii) Approved Premises;

SL Adjustment Start Date means: (i) if the Amendment Date is on the first day of a month, the date that is six months after the Amendment Date; or (ii) if the Amendment Date is not on the first day of a month, the date that is the first day of the sixth month after the month in which the Amendment Date falls (by way of example only, if the Amendment Date is 1 November 2014, the SL Adjustment Start Date is 1 May 2015 and if the Amendment Date is 9 November 2014, the SL Adjustment Start Date is 1 June 2015);

Software Materials means computer programs (in either or both Executable Code and Source Code, as appropriate), together with any technical information and documentation necessary for the use of those programs and including all updates, new releases and modifications of those computer programs;

Source Code means computer programs and/or data in human-readable form from which the Executable Code of the Software Materials was created, on suitable media in such form that it can be translated or interpreted into that Executable Code together with all technical information and documentation necessary for the use, reproduction, modification, maintenance and enhancement of those programs and/or data;

Spousal Assault Risk Assessment (SARA) means the tool which helps criminal justice professionals predict the likelihood of domestic abuse through an assessment which screens for risk factors in individuals suspected of or being treated for spousal or family-related assault;

Stakeholder Satisfaction Survey has the meaning given to it in Clause 9;

Standard Audit means the Authority Audit Rights for the purposes set out in Paragraphs 2.4(a)(i); (ii); (iv); (v); (vi); (ix) and (xii) of Schedule 15 (Audit);

Standard Recall means when an offender is recalled to custody and is liable to be detained until the end of his sentence unless released earlier by the Parole Board or, in the case of determinate sentence prisoners only, the Secretary of State for Justice, in accordance with section 255C of the CJA for determinate sentence prisoners or section 32 of the Crime (Sentences) Act 1997 for indeterminate sentence prisoners;

Strategic Partner Gateway means a secure messaging service to support data exchange between the Authority ICT Applications and third party systems;

Subcontract means a contract entered into between the Contractor and a Subcontractor;

Subcontractor means a person engaged by the Contractor from time to time as may be permitted by this Agreement to provide, or contribute to the provision of, the Services (or any of them) and a reference to a subcontractor means a subcontractor (of any tier) of the Contractor;

Subcontractor Breakage Costs means costs that have been reasonably incurred by the Contractor as a direct result of the termination of this Agreement, but only to the extent that:

- (a) the costs have been incurred for the provision of the Services including:
 - (i) any materials or goods ordered or Subcontracts between the Contractor and a Third Party placed that cannot be cancelled without those costs being incurred;
 - (ii) any expenditure incurred in anticipation of the provision of the Services in the future;
 - (iii) the cost of demobilisation including the cost of any relocation of equipment used in connection with the Services; and
 - (iv) statutory redundancy payments; or
- (b) the costs are incurred under a Subcontract entered into by the Contractor in accordance with this Agreement that is consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms;

Supervising Officer means a person responsible for the supervision of an Applicable Person on Licence;

Supervision Default Order has the meaning given to it in section 256AC(4)(c) of the CJA;

Supervision Requirement has the meaning given to it in section 213 of the CJA;

Supervisor has the meaning given to it in section 256AA(8) of the CJA;

Suspended Sentence Order means an order under section 189 of the CJA that contains a supervision period, as defined in that section;

Tax means any kind of tax, duty, levy or other charge (including VAT) whether or not similar to any in force at the Amendment Date and imposed by a Relevant Authority;

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

Technical Note means a technical note of instruction setting out applicable fields and codes to be completed by the Contractor when recording data in accordance with this Agreement and issued in writing by the Authority from time to time which can be found on the Authority Website;

Temporary Charges has the meaning given to it in Paragraph 4(d)(ii) of Schedule 12 (Change Protocol);

Termination Compensation Amount has the meaning given to it in Clause 33.10;

Termination Date means the date on which the Exit Period expires and this Agreement is effectively terminated in accordance with Clause 33;

Third Party means each person or entity that is not a party to this Agreement;

Third Party IPRs means those Intellectual Property Rights subsisting in any Software Materials, tools, processes, methodologies, operating manuals, specifications, documents or other materials or any other Intellectual Property Rights owned by a Third Party (other than an Affiliate of either party) and which are used by the Contractor and/or any Subcontractor in the provision of the Services or the performance of the Contractor's other obligations arising under or in connection with this Agreement;

Third Party Software Materials means Software Materials, the Intellectual Property Rights in which are owned by a Third Party (other than an Affiliate of either party) and which are used by the Contractor and/or any Subcontractor in the provision of the Services or the performance of the Contractor's other obligations arising under or in connection with this Agreement;

Transformation Plan means the plan set out in Part 2 of Schedule 27 (Transition and Transformation Plans);

Transition Plan means the plan set out in Part 1 of Schedule 27 (Transition and Transformation Plan);

Treatment Appointment means an appointment scheduled for an Allocated Person with the Treatment Provider in accordance with the Treatment Plan;

Treatment Plan means a plan completed by the Treatment Provider in accordance with its assessment of an Allocated Person's treatment needs following consultation with the Contractor and agreed with the relevant Allocated Person by a Treatment Provider;

Treatment Provider means a specified person having the necessary qualifications and experience to carry out a Treatment Plan;

Treatment Requirements means any or all of an Alcohol Treatment Requirement, a Drug Rehabilitation Requirement or a Mental Health Treatment Requirement;

Unpaid Work means the work a person is required to perform under an Unpaid Work Requirement pursuant to sections 199 and 200 of the CJA;

Unpaid Work Requirement has the meaning given to it in section 199 of the CJA;

User means a Contractor Personnel with active OMNI or NICTS log in accounts;

OFFICIAL SENSITIVE
CPA 11, WALES, BIDDER 185
FINAL

Valuation Policies means the applicable International Financial Reporting Standards (IFRS) as adapted or interpreted for the public sector by the Government Financial Reporting Manual (FRM) issued by HM Treasury;

VAT means any value added tax chargeable under or pursuant to the Value Added Tax Act 1994 or Council Directive 2006/112/EC;

Victim Contact Scheme has the meaning given to it in section 69 of the Criminal Justice and Courts Services Act 2000;

Victim Liaison Service means the service through which a victim of violent and sexual offences is (i) provided with information about key stages of the relevant offender's sentence and (ii) able to make representations about which conditions he would like to see attached to any Licence to protect and reassure him;

Victim Offender Conferencing means a meeting between the offender and victim of an offence;

Victim Summary Report means a report prepared by the Contractor or the Authority summarising the findings of a Serious Further Offence Review for the victim, or the relatives of a victim;

Warning Notice has the meaning given to it in Clause 33.4(a);

Warning of Breach Action Letter has the meaning given to it in schedule 8(6) of the CJA;

Warrant Risk Form means the summary of risks posed by an Allocated Person used in the expedition of a warrant;

Witness Statements has the meaning given to it in section 9 of the Criminal Justice Act 1967 and section 5B of the Magistrates Courts Act 1980; and

Youth Offending Team means a team established under section 39 of the Crime and Disorder Act 1998.