



Ministry of
JUSTICE

OFFICIAL SENSITIVE

Contract for the Provision of Learning and Skills at HMP Parc

SCHEDULE 20 – MOBILISATION



Contract for the Provision of Learning and Skills at HMP Parc

INTRODUCTION

1.1 This Schedule:

- (a) set out the Mobilisation and Transition Plan and how such plan may be updated by the parties; and
- (b) identifies the Milestones (and associated deliverables) including the Milestones which trigger payment to the Contractor in accordance with Schedule 2 (Payment Mechanism).

2. MOBILISATION PLAN

2.1 The Contractor shall be responsible for carrying out the activities set out in the Mobilisation and Transition Plan in order to complete all activities set out in the Mobilisation and Transition Plan prior to the end of the Mobilisation and Transition Phase.

2.2 The Mobilisation and Transition Plan is set out in Appendix 1 to this Schedule 20 (Mobilisation). It shall:

- (a) incorporate all of the Milestones and Milestone Dates for the Mobilisation and Transition Phase;
- (b) includes (as a minimum) the Contractor's proposed timescales in respect of the following for each of the Milestones:
 - (i) the completion of the relevant deliverables and/or outputs;
 - (ii) completion of any sign off or resting; and
 - (iii) where applicable, training and roll-out activities;
- (c) clearly outlines all the steps required to implement the Milestones;
- (d) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and
- (e) is produced using a software tool as specified, or agreed by the Authority.

2.3 All changes to the Mobilisation and Transition Plan shall be submitted to the Operational Management Group for review and approval that the Contractor shall not attempt to postpone any of the Milestones through the Operational Management Group or otherwise.

2.4 The Supplier shall, during the Mobilisation and Transition Phase, provide the Authority with a monthly report to the Contract Review Group and/or the



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Operational Management Group (as required in accordance with Schedule 12 (Governance) detailing progress against each of the Milestones set out in the Mobilisation and Transition Plan and shall specifically highlight any potential or likely delay in respect of any of the Milestones.

3. MILESTONE SIGN OFF

- 3.1 Once the Contractor considers it has completed a Milestone (under the Mobilisation and Transition Plan) it shall submit reasonable evidence to the Authority that the Milestone is complete.
- 3.2 The Contractor shall not submit any evidence in relation to a Milestone under paragraph 3.1 unless the Contractor is reasonably confident (having subjected the deliverables to its own internal quality control measures) that it will satisfy the Authority's requirements.
- 3.3 The Contractor shall submit its evidence for each Milestone on or before the relevant Milestone Date.
- 3.4 The Authority shall review the evidence provided by the Contractor under this paragraph 3 to determine whether or not the Milestone meets the Authority's requirements and shall notify the Contractor in writing of its approval or rejection of the Milestone. The Contractor shall resubmit any rejected Milestone for subsequent approval.
- 3.5 Approval of a Milestone by the Authority in accordance with this paragraph 3 shall entitle the Contractor to receipt of payment in respect of that Milestone in accordance with the provisions of Schedule 2 (Payment Mechanism).
- 3.6 The approval of any Milestone or payment in respect of the same shall not operate to transfer any risk that the relevant Milestone is complete or will meet and/or satisfy the Authority's requirements for that Milestone; or affect the Authority's right subsequently to reject all or any element of the deliverables in respect of any Milestone to which the approval relates.
- 3.7 Any disputes between the Authority and the Contractor regarding the achievement of Milestones shall be referred to the dispute resolution procedure at clause I1 (Dispute Resolution).

4. GOVERNMENT REVIEWS

The Contractor acknowledges that the Services may be subject to Government review at key stages of the project. The Contractor shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose without charge.